

JUDAISM

The Talmud

Nedarim

A massive, multi-volume compendium of rabbinic debates and commentary on the Torah that forms the basis of Jewish religious law, ethics, and practice. Presents all 37 tractates with Gemara, via Sefaria's William Davidson Talmud (the Koren Talmud Bavli translation, CC BY-NC), plus Avot and Eduyot (which have no Gemara) via Michael L. Rodkinson's 1896-1918 translation.

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Chapter 1

¹ MISHNA: When an individual takes a vow, he renders an object forbidden to himself or to others as though it were a sacrificial offering; this parallels the act of consecrating an offering, which also renders an item forbidden for personal use by means of a verbal declaration. The most direct expression of a vow is when an individual says: This object is forbidden to me, or to others, like an offering. Additionally, the mishna states that all substitutes for the language of vows are like vows. Consequently, if one states that an object is forbidden to him like a konam instead of like an offering [korban], the vow takes effect, as konam is a substitute term for the word korban (see 10a).

² Similarly, substitutes for the language of dedications are like dedications, substitutes for the language of oaths are like oaths, and substitutes for the language of nazirite vows are like nazirite vows. Therefore, if one declared a ĥerekh instead of a dedication [ĥerem], a shevuta instead of an oath [shevua], or proclaimed that he was becoming a nazik instead of a nazirite [nazir], his statement takes effect.

³ With regard to one who says to another: I am avowed from you, or: I am separated from you, or: I am distanced from you, and he then says: That which I eat of yours, or: That which I taste of yours, even though he did not explicitly state that he is taking a vow or specify the nature of the vow, the object of his vow is nevertheless forbidden. His intention is understood based on his incomplete statement, known as an intimation of a vow, and his vow therefore takes effect.

⁴ However, if he says: I am ostracized from you, which does not clearly declare any matter to be prohibited, Rabbi Akiva was uncertain about this halakha but was inclined to rule stringently about this and consider it a vow prohibiting the speaker from deriving benefit from his fellow.

⁵ GEMARA: It was taught in the mishna that all substitutes for the language of vows are like vows, substitutes for the language of dedications are like dedications, substitutes for the language of oaths are like oaths, and substitutes for the language of nazirite vows are like nazirite vows. The Gemara asks: What is different with regard to the first mishna of tractate Nazir that it does not teach all of them, i.e., all of the cases listed above besides nazirite vows, and what is different with regard to the first mishna of tractate Nedarim that it teaches all of them and not merely the case of vows, which is the subject directly relevant to this tractate?

⁶ The Gemara answers that due to the fact that vows and oaths are written next to each other in the Torah in the verse: “When a man takes a vow to the Lord, or swears an oath” (Numbers 30:3), the mishna teaches these two cases, i.e., substitutes for the language of vows and oaths. And since it taught two of the cases, it taught all of them.

⁷ The Gemara asks: If so, let the mishna teach the halakha with regard to substitutes for the language of oaths immediately after the case of substitutes for the language of vows. The Gemara answers: Since it taught the case of vows, whereby an object becomes forbidden to one, it taught also the case

of dedications, whereby an object becomes forbidden to one. This is to the exclusion of an oath, whereby one prohibits himself from making use of an object. In the case of an oath, unlike a vow or a dedication, one prohibits himself from performing a particular action rather than declaring an object to be forbidden.

⁸ § The Gemara asks a question with regard to the style of the mishna: The mishna began with the case of substitutes when it stated: All substitutes for the language of vows are like vows, and it then immediately explains the halakha with regard to intimations of vows, as the next line addresses a case of one who says to his fellow: I am avowed from you. And furthermore, did the tanna forget to mention intimations of vows? Why doesn't the mishna state that intimations of vows are considered vows before it gives examples of intimations?

⁹ The Gemara answers: The mishna is dealing with them, i.e., intimations of vows, and the text of the mishna is incomplete and is teaching the following: All substitutes for the language of vows are like vows, and intimations of vows are like vows. The mishna then continues by giving examples of intimations of vows.

¹⁰ The Gemara asks: Let the mishna explain the case of substitutes for the language of vows first, i.e., before it gives examples of intimations, just as the basic halakha of substitutes for the language of vows was mentioned first. In fact, it is not until later (10a) that the mishna provides examples of substitutes for the language of vows.

¹¹ The Gemara answers: The general style of the Mishna is that the subject with which it concludes is the one that it explains first, as in that which we learned in a mishna (Shabbat 20b): With what may one light the Shabbat lamp and with what may one not light it? One may not light with cedar bast, etc. The mishna provides examples of items one may not use to light the Shabbat lamp, which was the concluding phrase of the mishna's introductory question, rather than beginning with examples of what one may use to light the Shabbat lamp.

¹² Similarly, another mishna (Shabbat 47b) states: In what may one insulate a pot of cooked food on Shabbat eve, and in what may one not insulate it? One may not insulate it, etc. A third example of this style is in the following mishna (Shabbat 57a): With what items may a woman go out into the public domain on Shabbat and with what items may she not go out? A woman may not go out with strings of wool and other adornments that she may take off and carry.

¹³ The Gemara challenges this explanation: And is it true that wherever it begins, i.e., whichever topic the mishna mentions first, it does not explain first? But didn't we learn in a mishna (Bava Batra 108a): There are some relatives who inherit and bequeath, e.g., a father and a son, who inherit property from each other, and there are those who inherit but do not bequeath, e.g., a son and his mother; and these are the ones who inherit and bequeath, etc. This mishna provides examples of the opening line of the introductory statement before providing examples of the concluding line of the introductory statement.

¹⁴ Similarly, another mishna (Yevamot 84a) states: There are some women who are permitted to their husbands and forbidden to their yevamin, i.e., their husband's brothers if their husbands die childless. These cases include one where the yavam is the High Priest, who is prohibited from marrying a widow. There are other women who are permitted to their yevamin if their husbands die childless but forbidden to their husbands, e.g., if a High Priest betrothed a widow and his brother is a common

priest. The mishna immediately provides the details of the first principle: And these are the women who are permitted to their husbands and forbidden to their yevamin.

¹⁵ Similarly, another mishna (Menaḥot 59a) states with regard to meal-offerings: There are some meal-offerings that require oil and frankincense and some that require oil but not frankincense. The mishna continues: And these are the ones that require oil and frankincense. Yet another mishna (Menaḥot 60a) states: There are meal-offerings that require bringing near, a ritual where the priests were required to carry the offering in their hands and bring it near the altar, and they do not require waving; other meal-offerings require waving but not bringing near. And these are the meal-offerings that require bringing near.

¹⁶ Another mishna (Bekhorot 46a) states: There are some who are considered a firstborn with regard to receiving a double portion of inheritance, as they are the firstborn of their fathers, and they are not considered a firstborn with regard to a priest, i.e., with regard to the mitzva of redemption of the firstborn, which applies only to a woman's firstborn son. There are others who are considered a firstborn with regard to a priest and are not considered a firstborn with regard to inheritance. And who is considered a firstborn with regard to inheritance who is not a firstborn with regard to a priest? In each of these five cases, the mishna first explains the opening portion of its introductory statement and only then explains the second part of its introductory statement.

¹⁷ The Gemara explains: In these cases, because there are many [avshu] categories, the mishna explains the statement with which it began first. However, when there are only two categories, the mishna first provides detail for the latter part of its opening statement.

¹⁸ The Gemara asks: Didn't the mishna (Shabbat 51b) state: With what may an animal go out into the public domain on Shabbat and with what may it not go out? This is a case that does not have many categories, and yet the mishna teaches: A camel may go out on Shabbat with an afsar, etc., which clarifies the opening portion of the mishna's introductory statement.

¹⁹ Rather, the Mishna is not particular with regard to this matter, and there is no consistent pattern. Sometimes it explains first that subject with which it began, and sometimes it explains first that subject with which the introductory line in the mishna finished. And if you wish, say an alternate explanation of the order of the mishna here: With regard to intimations, since they are derived from the exposition of verses and are not explicitly mentioned in the Torah, the tanna cherishes them and explains them first.

²⁰ The Gemara asks: If so, let him begin the mishna with that, i.e., intimations, first. The Gemara answers: The tanna begins with substitutes for the language of vows, which are written in the Torah, in the first clause, and then explains intimations, which are derived from the exposition of verses.

²¹ The Gemara asks: This works out well according to the one who said that substitutes for the language of vows are terms for vows in a foreign language. Consequently, they may be considered to have been written in the Torah, as vows are certainly valid regardless of the language in which they are expressed. However, according to the one who says that these substitute terms are simply language that the Sages invented for one to use in taking a vow so as to minimize using God's name in expressing a vow, what can be said? These include novelties just as intimations do.

²² The Gemara responds: Does the mishna explicitly teach the halakha of intimations of vows? Do you not consider it incomplete, missing the phrase that mentions intimations? Once you are inserting

this phrase into the mishna, you can also have it precede the clause about substitutes for the language of vows and teach the halakha of intimations at the beginning, so that the mishna reads as follows: All intimations of vows are like vows, and all substitutes for the language of vows are like vows. And these are intimations: One who says to his fellow: I am avowed from you, etc. And these are substitutes for the language of vows: Konam, konah, konas.

²³ § Apropos the discussion of intimations of vows, the Gemara asks: And where are intimations of vows written, i.e., from where in the Torah is the halakha of intimations of vows derived? The Gemara explains that it is from the verse: “When a man or a woman shall clearly utter a vow, the vow of a nazirite [nazir], to consecrate [lehazir] himself to the Lord” (Numbers 6:2). And it was taught in a baraita that the doubled term “nazir lehazir” serves to render substitutes for the language of nazirite vows like nazirite vows, and intimations of nazirite vows like nazirite vows.

²⁴ I have derived only intimations of nazirite vows; from where do I derive intimations of general vows? The verse states: “When a man or woman shall clearly utter a vow, the vow of a nazirite, to consecrate himself to the Lord.” This verse juxtaposes nazirite vows to other vows and other vows to nazirite vows: Just as with regard to nazirite vows, the verse rendered intimations of nazirite vows like nazirite vows, so too, with regard to vows, it rendered intimations of vows like vows.

²⁵ And just as with regard to vows, one who breaks his vow transgresses the prohibition: He shall not profane (see Numbers 30:3), and if he does not fulfill his vow in time, he transgresses the prohibition: You shall not delay (see Deuteronomy 23:22), so too, with regard to nazirite vows, he transgresses the prohibition: He shall not profane, and the prohibition: You shall not delay. And furthermore, just as with regard to vows, a father may nullify the vows of his daughter and a husband may nullify the vows of his wife, as written explicitly in the passage concerning vows (Numbers, chapter 30), so too, with regard to nazirite vows, a father may nullify the nazirite vows of his daughter and a husband may nullify the nazirite vows of his wife.

²⁶ The Gemara questions this explanation: What is different with regard to nazirite vows, with regard to which it is written “nazir lehazir,” using the doubled term, when with regard to all vows as well it is written: “To utter a vow [lindor neder],” also using a doubled term? Why do I need the juxtaposition of all other vows to nazirite vows in order to derive that intimations of vows are like vows, when this can be derived from the doubled term with regard to general vows?

²⁷ The Gemara answers: If the Torah had written: A vow to utter [neder lindor], as it wrote with regard to a nazirite: “The vow of a nazirite, to consecrate himself [nazir lehazir],” it would be as you said, and there would be no need for the juxtaposition. Now that it is written: “To utter a vow [lindor neder],” it is possible to say that the Torah spoke in the language of men, and nothing can be derived from the phrase lindor neder, which is simply a common manner of speech.

²⁸ The Gemara asks: This works out well according to the one who holds that the Torah spoke in the language of men, but according to the one who does not hold that the Torah spoke in the language of men, any doubled term comes to teach something. What does he do with this phrase: “To utter a vow [lindor neder]”? The Gemara answers: He expounds it to render intimations of vows like vows themselves. And the verse juxtaposes nazirite vows to other vows to teach that intimations of vows are like vows with regard to nazirite vows, and to teach the other halakhot mentioned above. With regard to the phrase: “The vow of a nazirite, to consecrate himself [nazir lehazir],” he expounds: This teaches

²⁹ that a term of naziriteship takes effect upon a previously accepted term of naziriteship. Consequently, if one became a nazirite and then again declared: I am hereby a nazirite, then when his term of naziriteship is completed he must observe a second term of naziriteship.

³⁰ The Gemara asks: And according to the one who says that the Torah spoke in the language of men and therefore nothing can be derived from the phrase “to utter a vow [lindor neder],” and he expounds the phrase “the vow of a nazirite to consecrate himself [nazir lehazir]” to render intimations of nazirite vows like nazirite vows, from where does he derive that a term of naziriteship takes effect upon a previously accepted term of naziriteship? This works out well if he holds in accordance with the one who says that a term of naziriteship does not take effect upon a previously accepted term of naziriteship; however, if he holds in accordance with the one who says that a term of naziriteship takes effect upon a previously accepted term of naziriteship, from where does he derive this halakha?

³¹ The Gemara answers: Let the verse say: To consecrate himself [lizer]. What is the reason the verse expressed this same idea with the word lehazir? Learn two halakhot from this: That intimations of nazirite vows are considered nazirite vows, and that a term of naziriteship takes effect upon a previously accepted term of naziriteship.

³² The Gemara adds: In the West, Eretz Yisrael, they say: There is a tanna who derives intimations of vows from the phrase “to utter a vow [lindor neder],” as he holds that the Torah did not speak in the language of men. And conversely, there is a tanna who holds that the Torah spoke in the language of men, and therefore derives this halakha of intimations from the verse: “He shall do according to all that proceeds out of his mouth” (Numbers 30:3). The inclusive formulation of this verse comes to include intimations of vows.

³³ § The Master said in the baraita cited earlier: Just as with regard to vows, one who breaks his vow transgresses the prohibition: He shall not profane, and one who does not fulfill his vow in time transgresses the prohibition: You shall not delay, so too, the same is true with regard to nazirite vows. The Gemara asks: Granted, you can find a case where one transgresses the prohibition: He shall not profane, in the case of vows. For example, where one said: I will eat this loaf, and he does not eat it, he violates the prohibition: He shall not profane his word.

³⁴ However, with regard to transgressing the prohibition: He shall not profane, in the case of nazirite vows, how can you find these circumstances? Once he said: I am hereby a nazirite, he is a nazirite as of that moment. If he then ate grapes, he is liable for violating the prohibition: He shall not eat (see Numbers 6:4), and if he drank wine, he is liable for violating the prohibition: He shall not drink (see Numbers 6:3). When would he ever become liable for violating the prohibition against profanation? Rava said: The prohibition against profanation serves to render him liable for violating two prohibitions. Consequently, if he eats grapes or drinks wine, he transgresses the relevant prohibition in addition to the prohibition against profanation.

³⁵ The Gemara further asks: With regard to violating the prohibition: You shall not delay, in the case of nazirite vows, how can you find these circumstances? Once he said: I am hereby a nazirite, he is a nazirite as of that moment. If he then ate grapes, he is liable for violating the prohibition: He shall not eat. When would he ever become liable for violating the prohibition against delaying? The Gemara answers: It is when he specifically says: I will become a nazirite when I wish, in which case he does

not become a nazirite immediately. The Gemara asks: But if he said: When I wish, there is no prohibition of: You shall not delay, as there is no particular time by which he must become a nazirite.

³⁶ Rava said: It is, for example, when he said: I will not depart the world until I become a nazirite, as he is a nazirite from that time because he does not know when he will depart this world. This is just as it is in the case of a man who says to his wife: This is your bill of divorce that will take effect one hour before my death. If he is a priest and she is the daughter of a non-priest, she is prohibited from partaking of teruma immediately. Apparently, we say every moment that perhaps he is now dead and she is therefore already divorced. Here, too, with regard to naziriteship, he is a nazirite immediately, as we say that perhaps he is now about to die.

³⁷ Rav Aḥa bar Ya'akov said: The prohibition against delaying applies to a nazirite in a case where one vowed to become a nazirite while he was in a cemetery. Since it is prohibited for a nazirite to be in a cemetery, his term of naziriteship does not come into effect until he leaves the cemetery and ritually purifies himself. If he delays this process, he prevents the vow from taking effect and thereby transgresses the prohibition against delaying.

³⁸ The Gemara asks: This works out well according to the one who says that if one takes a vow of naziriteship while in a cemetery the naziriteship does not apply to him immediately. However, according to the one who said that the naziriteship applies to him immediately, is there a violation of the prohibition: You shall not delay? And furthermore, didn't Mar bar Rav Ashi say that all agree that the naziriteship applies to him immediately and he need not repeat his vow of naziriteship when he leaves, and when they disagree it is only with regard to the matter of flogging, and it's only about this that they disagree, i.e., whether the nazirite is flogged if he drinks wine or otherwise violates the prohibitions of a nazirite.

³⁹ The Gemara answers: Even so, he is liable for violating the prohibition: You shall not delay, because by remaining in the cemetery he delays a naziriteship of ritual purity. Although the halakhot of naziriteship take effect upon him immediately, he is still obligated to fulfill a term of naziriteship in a state of ritual purity, and if he delays doing so, he violates the prohibition against delaying. Rav Ashi said: Since this is so, a nazirite who intentionally renders himself ritually impure violates the prohibition: You shall not delay, with regard to a naziriteship of ritual purity, as he thereby prevents himself from completing his naziriteship in a state of ritual purity on time.

⁴⁰ Rav Aḥa, son of Rav Ika, stated another explanation of how the prohibition against delaying applies with regard to naziriteship: The nazirite is commanded to shave his hair at the conclusion of his term, and if he causes this shaving to be delayed, he violates the prohibition: You shall not delay, with regard to his shaving.

⁴¹ The Gemara adds: And this explanation is not necessary to say, i.e., it is obvious, according to the one who says that shaving is indispensable for a nazirite and he is subject to all the prohibitions of a nazirite until he shaves, but even according to the one who says that shaving is not indispensable and the halakhot of naziriteship are terminated for him immediately after he brings his offerings, at least it can be said that he does not fulfill the mitzva of shaving until he actually shaves, and therefore if he delays, he violates the prohibition against delaying.

⁴² Mar Zutra, son of Rav Mari, stated another explanation of how the prohibition against delaying applies to a nazirite vow: He transgresses the prohibition: You shall not delay, with regard to his

offerings. When he completes his term as a nazirite he is obligated to bring certain offerings, and if he delays bringing them, he violates this prohibition.

⁴³ The Gemara asks: Is this halakha, that the prohibition against delaying applies to a nazirite vow, derived from here, i.e., the juxtaposition of vows and naziriteship? It is derived from there, a different exposition based upon the verse: “When you shall take a vow...you shall not delay to pay it; for the Lord your God will surely require it of you” (Deuteronomy 23:22). Those items included in the phrase “will surely require it” are sin-offerings and guilt-offerings, including the sin-offering and guilt-offering of a nazirite.

⁴⁴ The Gemara explains: The derivation based on the juxtaposition of vows and naziriteship is still necessary lest you say that these offerings are a novelty that the Torah innovated with regard to a nazirite and therefore their halakhot cannot be derived from halakhot of other offerings.

⁴⁵ The Gemara asks: What is the novelty that the Torah introduced with regard to the nazirite? If we say it is that he cannot accept upon himself the sin-offering of a nazirite through a vow, i.e., if one who is not a nazirite says: I hereby vow to bring the sin-offering of a nazirite, his vow has no validity, this is not a unique halakha with regard to sin-offerings of a nazirite. There is also the case of the sin-offering of forbidden fat, i.e., a typical sin-offering that one brings when he inadvertently violates certain prohibitions, one of which is eating forbidden fat, which one cannot accept through a vow, as only one who has violated the prohibition may bring it; and nevertheless, one still transgresses the prohibition: You shall not delay, if he delays bringing the offering.

⁴⁶ Rather, what is its novelty that makes the juxtaposition between vows and naziriteship necessary? It might enter your mind to say that since if he said: I am hereby a nazirite, even if he accepted upon himself only one of the prohibitions of a nazirite, e.g., the requirement to abstain from grape seeds, he is nevertheless a nazirite with regard to all aspects of naziriteship, therefore say that he does not transgress the prohibition: You shall not delay. Since this halakha is a novelty, perhaps the principles of vows do not apply. The verse therefore teaches us through the juxtaposition of vows and naziriteship that the prohibition against delaying applies even in this case.

⁴⁷ The Gemara asks: This works out well according to the one who said that when one vows to be a nazirite from grape seeds he is a nazirite in all respects. However, according to the opinion of Rabbi Shimon, who said that he is not a nazirite unless he explicitly vows to be a nazirite in all respects, what is there to say? And furthermore, this novelty is stringent in that it renders the individual a nazirite even if he did not explicitly accept all of the halakhot of naziriteship. How could this novelty indicate that the prohibition against delaying does not apply in this case, which is a leniency, so that the juxtaposition would be necessary?

⁴⁸ Rather, what is its novelty that makes the juxtaposition between vows and naziriteship necessary? It might enter your mind to say that since

⁴⁹ if he shaves upon bringing one of the three offerings that a nazirite must bring when completing his term as a nazirite, i.e., a burnt-offering, a sin-offering, and a peace-offering, he has fulfilled his obligation to shave and the restrictions of a nazirite are lifted, he therefore does not violate the prohibition: You shall not delay, for delaying the other offerings. Consequently, it teaches us that the prohibition against delaying applies to these offerings.

⁵⁰ And if you wish say: What is the novelty of the nazirite? The halakha of naziriteship is considered a novelty because the offerings of a nazirite cannot be accepted through a vow. And that which poses a difficulty for you based on the fact that one cannot accept upon himself a sin-offering of forbidden fat through a vow either, and nevertheless the prohibition against delaying applies, can be resolved. A sin-offering of forbidden fat comes for the purpose of atonement, and therefore if one delays bringing it he violates the prohibition against delaying. However, for what does the sin-offering of a nazirite come? Since it does not come to atone for a sin, one might have thought that the prohibition against delaying does not apply.

⁵¹ The Gemara asks: But there is the precedent of the sin-offering of a woman who gave birth, which also does not come for the purpose of atonement, and yet if she does not bring the offering on time she still transgresses due to the prohibition: You shall not delay. The Gemara answers: That sin-offering of a woman who gave birth permits the woman to eat consecrated food. Although it does not come to effect atonement, it does come to permit a matter. On the other hand, the sin-offering of a nazirite does not permit anything, and therefore the fact that one cannot accept upon himself an obligation to bring this offering is a novelty. Consequently, it was necessary for there to be a separate source to indicate that one is liable for violating the prohibition against delaying in the case of this offering.

⁵² § The Master said in the baraita cited above: Just as with regard to vows, a father may nullify the vows of his daughter and a husband may nullify the vows of his wife, so too, with regard to nazirite vows, a father may nullify the nazirite vows of his daughter and a husband may nullify the nazirite vows of his wife. The Gemara asks: Why do I need the juxtaposition in the verse to teach us this halakha? Let this halakha come through the method of analogy known as: What do we find, from the halakha with regard to vows. In other words, the halakha in the case of regular vows should serve as a legal precedent that can be applied to nazirite vows even without a biblical juxtaposition.

⁵³ The Gemara responds: If not for the juxtaposition, one might have said that perhaps it is only with regard to vows that he may nullify her statements because there is no time limit with regard to vows, but with regard to naziriteship, which has a time limit, as unspecified naziriteship is for thirty days, one might say no, he may not nullify her vows. Therefore, it teaches us through juxtaposition that he may nevertheless nullify her vows.

⁵⁴ § It is taught in the mishna with regard to one who says to his fellow: I am avowed from you, or another intimation of a vow, that the vow takes effect. Shmuel said: In all these cases, the vow does not take effect until he says: I am avowed from you with regard to that which I eat of yours, or: That which I taste of yours. Without this addition, the statement: I am avowed from you, is not considered even an intimation of a vow.

⁵⁵ The Gemara raises an objection based on the following baraita: If one says: I am avowed from you, or: I am separated from you, or: I am distanced from you, he is prohibited from benefiting from that individual. If he says: That which I eat of yours, or: That which I taste of yours, he is prohibited from eating or tasting that individual's food. This indicates that the phrases mentioned in the first clause of the baraita take effect as vows even if he does not add the phrases mentioned in the latter clause. The Gemara answers: This is what the baraita is teaching: In what case is this statement said i.e., if one says: I am avowed from you, or the like, the vow takes effect? It is in a case of one who says: That which I eat of yours, or: That which I taste of yours.

⁵⁶ The Gemara asks: But isn't it taught in a baraita in the opposite order? If one says: That which I eat of yours, or: That which I taste of yours, he is prohibited from eating or tasting that individual's food, i.e., the vow takes effect. If he says: I am avowed from you, or: I am separated from you, or: I am distanced from you, he is likewise prohibited. In this case, the baraita cannot be interpreted as explained above, and it appears that if one said: I am avowed from you, the vow takes effect even if he did not say: I am avowed from you with regard to that which I taste of yours. The Gemara answers: Teach the baraita as follows: The vow takes effect in the cases mentioned in the first clause when he already said: I am avowed.

⁵⁷ The Gemara asks: If so, this is the same as the first baraita cited above. And furthermore, if the vow takes effect only if he combined the statements mentioned in the first and latter clauses of the baraita, why does the baraita teach that he is prohibited in the first clause of the baraita and then repeat that he is prohibited in the second clause of the baraita? The repetition of this ruling indicates that these are two separate cases.

⁵⁸ Rather, Shmuel actually said as follows: The reason is that he said: I am avowed from you with regard to that which I eat of yours, or with regard to that which I taste of yours; it is for this reason that he is prohibited from benefiting from his fellow, and his fellow is permitted to benefit from him, as this formulation indicates that he is applying his vow only to himself.

⁵⁹ However, if he said only: I am avowed from you, they are both prohibited from deriving benefit from one another. This is like that which Rabbi Yosei, son of Rabbi Ḥanina, said: If one says: I am avowed from you, they are both prohibited.

⁶⁰ The Gemara asks: We learned in a mishna (47b) that if one says to another: I am hereby to you like an item dedicated to the Temple, the one to whom the vow was said is prohibited from deriving benefit from the one who made the vow, but the one who made the vow is not prohibited from deriving benefit from the one with regard to whom the vow was said. However, according to Shmuel, both should be prohibited. The Gemara answers: It is referring to a case where he specified this by saying: And you are not like an item dedicated to the Temple for me.

⁶¹ The Gemara asks: That mishna also taught that if one says: You are to me like an item dedicated to the Temple, the one who makes the vow is prohibited to derive benefit from the other, but the one to whom the vow was said is not prohibited from deriving benefit from the one who makes the vow. However, according to Shmuel, both should be prohibited. The Gemara answers: Here too, it is referring to a case where he specified this by saying: And I am not like an item dedicated to the Temple for you.

⁶² The Gemara asks: But if he stated his vow in an unspecified manner, what, are they both prohibited from deriving benefit from each other? From the fact that it teaches in the latter clause that if one says to another: I am hereby to you, and you are to me, like an item dedicated to the Temple, they are both prohibited from deriving benefit from each other, it can be derived that it is in this case both are prohibited, but if one stated his vow in an unspecified manner, he is prohibited from deriving benefit from the other individual and the other is permitted to derive benefit from him. This is not in accordance with the opinion of Shmuel.

⁶³ Rather, this is how the opinion of Rabbi Yosei, son of Rabbi Ḥanina, was stated: If one said to another: I am avowed to you, they are both prohibited from deriving benefit from one another.

However, if he says: I am avowed from you, he is prohibited from deriving benefit from the other person and the other is permitted to derive benefit from him.

⁶⁴ The Gemara asks: But didn't the mishna teach a case of one who declared: I am avowed from you, and yet we established the mishna, according to Shmuel, as teaching that in all these cases it is only if he says: That which I taste of yours, or: That which I eat of yours, that he is prohibited from deriving benefit from the other person, and the other is permitted? However, if he merely says: I am avowed from you, they are both prohibited. Consequently, Shmuel does not distinguish between the expressions: I am avowed from you, and: I am avowed to you.

⁶⁵ Rather, this is how the opinion of Shmuel was originally stated: The reason is that he said: That which I eat of yours, or: That which I taste of yours. It is for this reason that he is prohibited only from eating anything belonging to the other person. However, if he said: I am avowed from you, without further specification, he is prohibited even from deriving any form of benefit from the other.

⁶⁶ The Gemara asks: If so, let Shmuel say as follows: And if he said only: That which I eat of yours, or: That which I taste of yours, he is prohibited only from eating an item belonging to his fellow, but he is permitted to derive benefit from it.

⁶⁷ Rather, this is how Shmuel's opinion was stated: The reason is that he said: That which I eat of yours, or: That which I taste of yours; it is in these cases that he is prohibited from eating any item belonging to his fellow. However, if he said simply: I am avowed from you, that statement does not indicate that he said he is prohibited from eating an item belonging to his fellow. What is the reason for this? The statement: I am avowed from you, indicates: I am not speaking with you. Similarly, the statement: I am separated from you, indicates: I am not doing business with you. The statement: I am distanced from you, indicates that I will not stand within four cubits of you.

⁶⁸ The Gemara asks: If so, shall we say that Shmuel holds that ambiguous intimations are not intimations, i.e., if one employs an incomplete expression to declare a vow and the expression does not state clearly what his intention is, it does not produce a vow? The Gemara answers: Yes, Shmuel establishes the mishna in accordance with the opinion of Rabbi Yehuda, who said: Ambiguous intimations are not intimations.

⁶⁹ As we learned in a mishna (Gittin 85a–b): The essence of a bill of divorce is the sentence: You are hereby permitted to marry any man. Rabbi Yehuda says there is an additional statement that is an essential part of the divorce document: And this shall be to you from me a document of divorce [teirukhin] and a letter of dismissal. This demonstrates that according to Rabbi Yehuda, the wording of the bill of divorce itself must clarify that the husband is divorcing his wife through the bill of divorce.

⁷⁰ The Gemara asks: Why does Shmuel strain to establish the mishna as being in accordance with the opinion of Rabbi Yehuda, which is a minority opinion? Let him establish it as being in accordance with the opinion of the Rabbis that although there are no obvious intimations in one's statements, they are still considered vows. Consequently, if one said: I am avowed to you, even if he did not add: With regard to that which I eat, the vow takes effect.

⁷¹ Rava said: The mishna was difficult for him. Why does it teach the cases where one adds: That which I eat of yours, and: That which I taste of yours? Let it teach: That which I eat, and: That which I taste, without the additional phrase: Of yours. Since the one taking the vow is addressing another

individual, it is clear to whom he is referring even without this phrase. Conclude from this that we require obvious intimations, i.e., the intent of the individual taking the vow must be indicated by his verbal statement and not merely by the context of his statement.

⁷² § The Gemara addresses more fully the issue mentioned in passing in the previous discussion. It was stated that the amora'im disagreed with regard to ambiguous intimations. Abaye said: They are valid intimations, and Rava said: They are not valid intimations. Rava said: Rabbi Idi explained to me the source of this ruling. The verse states: "The vow of a nazirite, to consecrate himself [nazir lehazir] to the Lord" (Numbers 6:2). The verse juxtaposes intimations of naziriteship, derived earlier (3a) from the doubled term "nazir lehazir," to naziriteship. This indicates that just as accepting naziriteship must be expressed with a distinct articulation, so too, intimations of naziriteship must be expressed with a distinct articulation as opposed to ambiguous intimations.

⁷³ The Gemara proposes: Let us say that these amora'im disagree with regard to the tannaitic dispute between Rabbi Yehuda and the Rabbis. As we learned in a mishna (Gittin 85a–b): The essence of a bill of divorce is the sentence: You are hereby permitted to marry any man. Rabbi Yehuda says that there is an additional statement that is an essential part of the divorce document: And this shall be to you from me a document of divorce, a bill of release, and a letter of dismissal. One could suggest that Abaye, who holds that ambiguous intimations are valid intimations, said his statement in accordance with the opinion of the Rabbis, and Rava, who holds that ambiguous intimations are not valid intimations, said his statement in accordance with the opinion of Rabbi Yehuda.

⁷⁴ The Gemara responds: Abaye could have said to you: I say my statement even in accordance with the opinion of Rabbi Yehuda. Rabbi Yehuda says that we require obvious intimations only with regard to a bill of divorce, as we require full severance of the relationship, and there is not full severance unless the bill of divorce clearly states that the husband is divorcing his wife through that document. However, did you hear him state generally that ambiguous intimations are not valid intimations?

⁷⁵ And Rava could have said: I say my statement even in accordance with the opinion of the Rabbis. The Rabbis say that we do not require obvious intimations only with regard to a bill of divorce,

⁷⁶ as a man does not divorce the wife of his fellow, so it is obvious that he is writing the bill of divorce to his wife. However, did you hear them state generally that ambiguous intimations are valid intimations?

⁷⁷ The Gemara raises an objection based upon the following baraita: If one says with regard to an object lying before him: It is upon me, or: This is hereby upon me, it is forbidden, because it is an intimation that he is rendering the object forbidden to himself like an offering. This baraita indicates that the reason it is forbidden is that he specifically said: Upon me. However, if he did not say: Upon me, no, it is not forbidden, because this expression is an ambiguous intimation. This is a conclusive refutation of the opinion of Abaye, who holds that even ambiguous intimations are valid intimations.

⁷⁸ The Gemara answers: Abaye could have said to you that the reason it is forbidden is that he specifically said: Upon me. However, if he said: It is hereby, and did not say: Upon me, his statement is not considered an intimation of a vow at all, as he could have been saying: It is hereby ownerless property, or: It is hereby charity. The Gemara asks: But the baraita teaches that the object is forbidden because his statement is an intimation that he is rendering the object forbidden to himself like an offering. With regard to consecrating an offering, even the statement: This is, without the additional

phrase: Upon me, is considered an intimation. Nevertheless, the baraita indicates that if one does not say: Upon me, the vow does not take effect. This must be because an ambiguous intimation is not a vow.

⁷⁹ Rather, say the following: The reason is that he specifically said: Upon me; consequently, he is prohibited from benefiting from the object, but another person is permitted to benefit from it. However, if he said: It is hereby, and did not add the expression: Upon me, both of them are prohibited from benefiting from it because perhaps he is saying: It is hereby consecrated property. In other words, there is concern that he may have actually consecrated the object rather than taking a vow that it is forbidden to him as though it were consecrated.

⁸⁰ The Gemara raises an objection to this on the basis of the following baraita: If one says: This is hereby a sin-offering, or: This is hereby a guilt-offering, then even if he is liable to bring a sin-offering or guilt-offering he has said nothing, as this is an ambiguous intimation. However, if he said: This is hereby my sin-offering, or: This is hereby my guilt-offering, then if he was liable to bring that offering his statement takes effect, because this is an obvious intimation. This is a conclusive refutation of the opinion of Abaye.

⁸¹ The Gemara answers: Abaye could have said to you: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Yehuda, who holds that ambiguous intimations are not intimations. The Gemara asks: Wasn't it Abaye who said: I say that ambiguous intimations are valid intimations even according to the opinion of Rabbi Yehuda? The Gemara answers: He retracted this statement and admitted that Rabbi Yehuda holds that ambiguous intimations are not valid intimations.

⁸² The Gemara asks: But shall we say that just as Abaye retracted his statement that his opinion can be stated even according to Rabbi Yehuda, Rava, who said that ambiguous intimations are not valid intimations, also retracted his initial statement and admitted that his opinion is only in accordance with the opinion of Rabbi Yehuda and is not in accordance with the opinion of the Rabbis?

⁸³ The Gemara answers: Rava could have said to you: I say my statement even according to the opinion of the Rabbis. The Rabbis say that we do not require obvious intimations only with regard to a bill of divorce, as a man does not divorce the wife of his fellow, so it is obvious that he is writing the bill of divorce to his wife. However, generally we require obvious intimations.

⁸⁴ § Rav Pappa raised a dilemma: Is there intimation for betrothal or not? Does betrothal take effect via an incomplete statement? The Gemara asks: What are the circumstances of such a case? If we say it is a case where one said to a woman: You are hereby betrothed to me, and he said to another woman: And you too, isn't it obvious that this is betrothal itself, and it takes effect? Rather, it is a case where one said to a woman: You are hereby betrothed to me, and he said to another woman: And you. Do we say that he said the other woman: And you too are betrothed, and betrothal takes effect with regard to the other woman, or perhaps he said to the other woman: And you see that I am betrothing this woman, and betrothal does not take effect with regard to the other woman?

⁸⁵ The Gemara asks: Did Rav Pappa raise this as a dilemma? But from the fact that Rav Pappa said to Abaye in a case concerning betrothal (see Kiddushin 5b): Does Shmuel hold that ambiguous intimations are valid intimations, it can be proven by inference that Rav Pappa holds that there is intimation for betrothal. The Gemara answers: Rav Pappa spoke to Abaye about one of the opinions that Shmuel held. Shmuel had ruled that even an ambiguous intimation was sufficient in the case of

betrothal, and Rav Pappa questioned this ruling without expressing his own opinion that even obvious intimations are not valid with regard to betrothal.

⁸⁶ § Rav Pappa raised another dilemma: Is there intimation for pe'a, the produce in the corner of a field that must be left for the poor, or is there no intimation for pe'a? The Gemara asks: What are the circumstances of the case? If we say it is a case where one said: This furrow [ugeya] shall be pe'a and this one too, this is a full-fledged declaration of pe'a. The Gemara explains: He raises the dilemma with regard to a case where he said: And this, and he did not say: And this one too, and therefore his statement can be interpreted to mean that this other furrow should remain his and not be included in the pe'a (Tosafot). What is the halakha in this case?

⁸⁷ The Gemara interrupts this train of thought and wonders: Does this prove by inference that in a case where one said: The entire field shall be pe'a, it would all be rendered pe'a? The case must be one where the first furrow was large enough to serve as pe'a for the entire field, because if that were not the case, it would be clear that he meant that the second furrow should also be pe'a. Consequently, it is clear from Rav Pappa's question that one can designate as pe'a a larger portion of the field than one is absolutely required to designate.

⁸⁸ The Gemara answers: Yes, and it is taught in the following baraita: From where is it derived that if one wants to render his entire field pe'a, he may do so? The verse states: "You shall not wholly reap the corner of your field" (Leviticus 19:9). This is expounded to mean that the entirety of "your field" may be designated as the "corner" that is left for the poor.

⁸⁹ The Gemara returns to its discussion of Rav Pappa's dilemma. Do we say that since pe'a is juxtaposed to offerings, just as offerings have intimation, so too, pe'a has intimation? Or perhaps when pe'a is juxtaposed to offerings, it is juxtaposed to indicate only that it is subject to the prohibition: You shall not delay? The Gemara clarifies: And where is it juxtaposed? As it is taught in a baraita:

⁹⁰ The verse states with regard to offerings: "When you shall take a vow to the Lord your God, you shall not delay to pay it; for the Lord your God will surely require it of you" (Deuteronomy 23:22). With regard to the term "of you" the baraita states: This is a reference to gleanings, forgotten sheaves, and pe'a.

⁹¹ § The Gemara asks: Is there intimation for charity or is there no intimation for charity? The Gemara clarifies the question: What are the circumstances of such a case? If we say that it is a case where one said: This dinar is for charity and this also, that itself is an explicit statement of donating to charity. Rather, it is a case where he said: This, and did not say: Also. What is his intention? Is he understood to be saying: This is also charity, or perhaps what is the meaning of: And this? He is saying that this coin is merely for general use, and he did not complete his statement.

⁹² The Gemara explains the two sides of this dilemma: Do we say that since charity is juxtaposed to offerings, as it is written in a verse following the prohibition against delaying an offering: "That you have spoken with your mouth" (Deuteronomy 23:24) and the Sages expounded that this is a reference to charity, therefore, just as there is intimation, i.e., intimation is effective, with regard to offerings, so too, there is intimation with regard to charity? Or perhaps it is only with regard to the prohibition: You shall not delay, that it is juxtaposed, but not with regard to other halakhot?

⁹³ The Gemara asks further: Is there intimation for rendering one's property ownerless, or perhaps there is no intimation for rendering one's property ownerless. Does an incomplete expression employed by an owner to relinquish property take effect or not? The Gemara notes: This is the same as the previous question with regard to charity, which is comparable to rendering one's property ownerless for the benefit of the poor.

⁹⁴ The Gemara responds: This question is stated in the style of: If you say, as follows: If you say there is intimation for charity, as there is no partial analogy based on juxtaposition, do we say that rendering one's property ownerless is the same as charity; or perhaps charity is different, as charity is suitable only for the poor, but ownerless property is suitable for both the poor and the wealthy, and therefore it cannot be derived from the halakha with regard to charity.

⁹⁵ Ravina raised another dilemma: Is there intimation for designating a location as a bathroom or not? The Gemara asks: What are the circumstances of the case? If we say that it is a case where one said: Let this structure be a bathroom and this one also, that second structure is certainly also a bathroom. Rather, it is a case where he said: And this, and he did not say: Also. What is his intention? Is the expression: And this, that he said, understood to mean: And this shall also be a bathroom? Or perhaps what is the meaning of: And this? He is saying that it is designated for general use rather than as a bathroom.

⁹⁶ The Gemara comments: Can it be derived by inference that it is obvious to Ravina that there is designation for a bathroom, i.e., that if one explicitly designates a location as a bathroom, it attains that status even before it is used for that purpose, so that one may not bring sacred items to that location? Didn't Ravina raise this as a dilemma? He asked: If one designated a particular location as a bathroom, what is the halakha? If one designated it as a bathhouse, what is the halakha? In other words, is designation effective to grant the location a particular status, or is designation not effective?

⁹⁷ The Gemara answers: Ravina raised one dilemma within another dilemma: Is designation effective or is designation not effective? And if you say there is designation, i.e., designation is effective, is there intimation or is there not intimation, i.e., is designation via intimation effective? The Gemara concludes: The dilemma remains unresolved.

⁹⁸ § It was taught in the mishna that if one said: I am ostracized from you, Rabbi Akiva was uncertain about the halakha but was inclined to rule stringently about this. Abaye said: Rabbi Akiva concedes with regard to flogging that one is not flogged if he violates a vow that was expressed in this way. As, if so, if Rabbi Akiva held that one is liable to be flogged, let the mishna teach: Rabbi Akiva is stringent. The fact that it states: Rabbi Akiva was uncertain but was inclined to rule stringently, indicates that although Rabbi Akiva holds that one may not violate this vow, he concedes that one is not liable to be flogged if he does violate the vow.

⁹⁹ Rav Pappa said: With regard to a vow that one expressed with the phrase: I am distanced [nadeina] from you, everyone agrees that he is prohibited from deriving benefit from the other individual, as this is an intimation of a vow. If he employs the expression: I am excommunicated [meshamattena] from you everyone agrees that he is permitted to derive benefit from the other person, even though he meant to distance himself from the other individual, because this is not the terminology of a vow. With regard to what do they disagree?

¹⁰⁰ They disagree with regard to a case when the language one uses is: I am ostracized from you, as Rabbi Akiva holds that it is a language of distancing and therefore expresses a vow, and the Rabbis

hold that it is a language of excommunication, and not the terminology with which people express vows.

¹⁰¹ The Gemara comments: And Rav Pappa disagrees with the opinion of Rav Ḥisda, as demonstrated in the following incident: There was a certain man who said: I am excommunicated from the property of the son of Rav Yirmeya bar Abba. He came before Rav Ḥisda to ask whether this statement was effective in generating a prohibition or not. Rav Ḥisda said to him: There is no one who, in practice, is concerned for that opinion of Rabbi Akiva. Apparently, Rav Ḥisda holds that they also disagree with regard to the phrase: I am excommunicated from you. This indicates that the dispute between the tanna'im is not with regard to specific terms but with regard to the more general question of whether terms of ostracism or excommunication are terms that can also express vows.

¹⁰² § Rabbi Ila said that Rav said: If one ostracized another individual in his presence, one may dissolve it for him only in his presence. If one ostracized him not in his presence, one may dissolve it for him in his presence or not in his presence.

¹⁰³ Rav Ḥanin said that Rav said: One who hears mention of the name of God in vain by another individual must ostracize him for doing so. And if he did not ostracize him, he himself, the listener, shall be ostracized, as wherever mention of God's name in vain is common, poverty is also common there.

¹⁰⁴ And poverty is so harsh that it is considered like death, as it is stated: "For all the men are dead who sought your life" (Exodus 4:19). The Sages had a tradition that Dathan and Abiram had sought to have Moses killed in Egypt and that they were the men referred to in the quoted verse (see 64b). They were still alive at that time but had become impoverished. And additionally, it is taught in a baraita: Wherever it says that the Sages set their eyes on a particular individual, the result was either death or poverty. This also indicates that death and poverty are equivalent.

¹⁰⁵ Rabbi Abba said: I was standing before Rav Huna, and he heard a certain woman utter a mention of the name of God in vain. He excommunicated her and immediately dissolved the excommunication for her in her presence. The Gemara comments: Learn three things from this. Learn from this that one who hears mention of the name of God in vain by another individual must ostracize him; and learn from this that if one ostracized another in his presence, one may dissolve it for him only in his presence; and learn from this that there is nothing, i.e., no minimum time that must pass, between ostracism and nullification of the ostracism.

¹⁰⁶ Rav Giddel said that Rav said: A Torah scholar can ostracize himself, and he can nullify the ostracism for himself. The Gemara asks: Isn't it obvious that he can nullify the ostracism for himself, just as he is able to do for others? The Gemara answers: It states this lest you say, as per the popular maxim: A prisoner cannot free himself from prison, and since he is ostracized he cannot dissolve the ostracism for himself; therefore it teaches us that he can do so.

¹⁰⁷ The Gemara asks: What are the circumstances where a Torah scholar might ostracize himself? It is like that case involving Mar Zutra Ḥasida. When a student in the academy was liable to receive excommunication, Mar Zutra Ḥasida would first excommunicate himself and then he would excommunicate the student of Torah. And when he would enter his home, he would dissolve the excommunication for himself and then dissolve the excommunication for the student.

¹⁰⁸ And Rav Giddel said that Rav said:

¹⁰⁹ From where is it derived that one may take an oath to fulfill a mitzva? It is as it is stated: “I have sworn and I have confirmed it, to observe Your righteous ordinances” (Psalms 119:106).

¹¹⁰ The Gemara asks: Is he not already under oath from when each Jew took an oath at Mount Sinai to fulfill all the mitzvot? An oath cannot take effect if one is already bound by a different oath. Rather, it teaches us this: It is permitted for a man to motivate himself to fulfill the mitzvot in this manner, although the oath is not technically valid.

¹¹¹ And Rav Giddel said that Rav said: One who says: I will rise early and study this chapter, or: I will study this tractate, has taken a great vow to the God of Israel. This clearly indicates that the vow takes effect. The Gemara asks: Is he not already under oath due to the general obligation to study Torah? And an oath does not take effect upon a preexisting oath. What is he teaching us? If one claims that Rav Giddel is teaching that such a vow may be made even merely to motivate oneself to study, this is the same as the first statement of Rav Giddel.

¹¹² The Gemara answers: It teaches us this: Since if he desires he can exempt himself from the obligation to study Torah with the recitation of Shema in the morning and evening, due to that reason the oath takes effect upon him and he is obligated to study the chapter or tractate that he specified.

¹¹³ Rav Giddel said that Rav said: With regard to one who says to another: Let us rise early and study this chapter, and they agree to do so, it is incumbent upon him to rise early and be the first to arrive, because it was his initiative. There is an allusion to this in a verse, as it is stated: “And He said to me: Arise, go forth into the plain, and there I will speak with you. Then I arose and went forth into the plain; and behold, the glory of the Lord stood there” (Ezekiel 3:22–23). God invited Ezekiel to that place, and His glory arrived before Ezekiel did.

¹¹⁴ § Rav Yosef said: One who was ostracized in a dream requires ten people to dissolve the ostracism for him. And the ostracism can be dissolved only by those who have studied halakha, i.e., by Torah scholars. However, if they have recited Mishna and have not studied halakha, no, they are not fit to dissolve the ostracism. And if there are not ten people who have studied halakha, then even those who have recited Mishna and have not studied halakha are fit to dissolve the ostracism.

¹¹⁵ And if there are not even ten people who have studied Mishna, let him go and sit at the crossroads and extend a greeting of shalom, meaning peace, to ten people, who will respond with a similar greeting, until ten individuals who have studied halakha happen to come to him.

¹¹⁶ Ravina said to Rav Ashi: If he knows who excommunicated him in his dream, what is the halakha? Can that individual dissolve the excommunication for him? Rav Ashi said to him: It is possible that he was appointed by Heaven as an agent to excommunicate him, but he was not appointed as an agent to dissolve the excommunication for him. Consequently, the excommunication can be dissolved only by ten people.

¹¹⁷ Rav Aha said to Rav Ashi: If he was excommunicated and the excommunication was dissolved for him in his dream, what is the halakha? Rav Ashi said to him: Just as it is impossible for the grain to grow without straw,

¹¹⁸ so too, it is impossible to dream without idle matter. It is possible that the excommunication was real and the dissolution was not real, and he must have the ostracism dissolved by ten people.

¹¹⁹ The Gemara relates that Ravina’s wife had taken a vow that he had not immediately nullified as a husband is entitled to do, and she wished to have it dissolved. Ravina came before Rav Ashi and said

to him: What is the halakha with regard to whether a husband can become an agent to express his wife's regret to a court so that they can dissolve her vow? Rav Ashi said to him: If three people who can dissolve the vow were already assembled, yes; if they are not already assembled, no, a husband cannot serve as an agent to express his wife's regret to the court.

¹²⁰ The Gemara comments: Learn from this incident three halakhot: Learn from this that a husband can become an agent to express his wife's regret. And learn from this that a Sage is not permitted to dissolve a vow in the location of his teacher, which is why Ravina, a distinguished Sage, did not dissolve the vow without consulting Rav Ashi. And learn from this that when three people were already assembled, it seems well for a husband to serve as an agent to express his wife's regret, but if the three people were not yet assembled he cannot serve as her agent.

¹²¹ The Gemara adds: And one may dissolve excommunication even in the location of his teacher. And an individual Sage who is an expert can dissolve excommunication even without two other judges.

¹²² § Rabbi Shimon bar Zevid said that Rabbi Yitzḥak bar Tavla said that Rabbi Ḥiyya Arikha, the tall, of the school of Rabbi Aḥa said that Rabbi Zeira said that Rabbi Elazar said that Rabbi Ḥanina said that Rabbi Meyasha said in the name of Rabbi Yehuda bar Elai: What is the meaning of that which is written: "But to you that fear My name shall the sun of righteousness arise with healing in its wings; and you shall go forth and leap as calves of the stall" (Malachi 3:20)? "You that fear My name"; these are people who are afraid to mention the name of Heaven in vain. The verse states that a sun of righteousness with healing will arise to heal them. Abaye said: Learn from this verse that the dust [ḥirga] that is illuminated by the rays of the sun during the day heals, as it states: "With healing in its wings."

¹²³ The Gemara comments: Abaye disagrees with the opinion of Rabbi Shimon ben Lakish, who said: There is no Gehenna in the World-to-Come. Rather, the Holy One, Blessed be He, will remove the sun from its sheath [minartika], and the righteous will be healed by it and the wicked will be punished by it. The righteous will be healed by it, as it is stated: "But to you that fear My name shall the sun of righteousness arise with healing in its wings"; and moreover, not only will they be healed by it but they will even be rejuvenated by it, as it is stated: "And you shall go forth and leap as calves of the stall."

¹²⁴ And the wicked will be punished by the same sun, as it is stated: "For behold, the day is coming, it burns as a furnace; and all the proud, and all that work wickedness, shall be stubble; and the day that comes shall set them ablaze" (Malachi 3:19). Consequently, Rabbi Shimon ben Lakish holds that the sun heals only in the World-to-Come, whereas Abaye interprets the verse as referring to this world.

¹²⁵ MISHNA: The mishna continues to explain the rules of intimations of vows. If an individual states that he accepts an obligation upon himself like the vows of the wicked, he has vowed with regard to becoming a nazirite, or bringing an offering, or taking an oath. This is considered a real formulation of a vow, just as the wicked customarily take vows. If he says: Like the vows of the virtuous, he has not said anything, because virtuous people do not generally take vows. If he says: Like their gift offerings, he has vowed with regard to becoming a nazirite or bringing an offering.

¹²⁶ GEMARA: The Gemara asks a question with regard to the first clause of the mishna. And perhaps this is what he is saying: I am not making a vow like the vows of the wicked, in which case

he does not intend to take a vow. Shmuel said: It is referring to one who said: Like the vows of the wicked I am hereby, or: I accept upon myself, or: From it. If he says: I am hereby, he is referring to his acceptance of naziriteship. If he says: I accept upon myself, he is referring to an offering. If he says: From it, he means to restrict himself from a particular activity through an oath.

¹²⁷ The Gemara challenges this explanation: If he says: I am hereby, does he necessarily intend to accept naziriteship? Perhaps he is saying: I am hereby accepting upon myself to fast. Shmuel said: This is not a case where he simply said: I am hereby like the vows of the wicked; rather, it is a case where a nazirite was passing in front of him, and the meaning of his statement is understood based on that context.

¹²⁸ Shmuel had also stated that if he says: I accept upon myself, he is referring to an offering, and if he says: From it, he means to restrict himself by means of an oath. The Gemara asks: If he says: From it, does he necessarily mean to restrict himself through an oath? Perhaps he is saying: I will eat from this loaf, rather than: I will not eat from it. Rava said: The case is where he said: I will not eat from it.

¹²⁹ The Gemara asks: If so, he has explicitly clarified his intent, so what is the purpose of stating that this statement constitutes an oath? The Gemara answers: Lest you say that since he did not utter the term oath from his mouth the oath does not take effect, this teaches us that this is nevertheless considered a valid intimation of an oath.

¹³⁰ § It was taught in the mishna that if one states that he accepts an obligation upon himself like the vows of the virtuous, he has not said anything. However, if he says: Like their gift offerings, he has vowed with regard to becoming a nazirite and bringing an offering. The Gemara asks: Who is the tanna according to whom there is a difference between a vow and a gift offering? Shall we say that this is not the opinion of Rabbi Meir and not the opinion of Rabbi Yehuda either?

¹³¹ This is as it is taught in a baraita with regard to the verse “Better that you should not vow, than that you should vow and not pay” (Ecclesiastes 5:4), that better than both this and that is one who does not take a vow at all. This is the statement of Rabbi Meir. Rabbi Yehuda says: Better than both this and that is one who vows and pays. Consequently, Rabbi Meir advocates abstaining from all vows and Rabbi Yehuda advocates making vows and fulfilling them, but neither of them distinguishes between vows and gift offerings. The mishna, however, indicates that virtuous people do not make vows but do bring gift offerings.

¹³² The Gemara answers: You can even say that it is in accordance with the opinion of Rabbi Meir.

¹³³ When Rabbi Meir said that one should abstain from making vows, he was referring only to a vow; he did not say it with regard to a gift offering. The Gemara asks: But it is taught in the mishna that if one said: Like the gift offerings of the virtuous, he has vowed with regard to becoming a nazirite or bringing an offering; this indicates that the virtuous vow to become nazirites and bring offerings. The Gemara answers: Teach the mishna in the following emended formulation: He has volunteered with regard to becoming a nazirite or bringing an offering.

¹³⁴ The Gemara asks: What is different about one who vows, i.e., one who says: It is incumbent upon me to bring an offering, which is not proper to do due to the concern that perhaps he will encounter a stumbling block and not bring it promptly, thereby violating the prohibition against delaying? One should also not designate a particular animal as a gift offering due to the concern that perhaps he will

encounter a stumbling block with it. Once the animal is consecrated, anyone who unwittingly benefits from it, e.g., by shearing it or working with it, transgresses the prohibition against misusing consecrated property.

¹³⁵ The Gemara answers: In the case of a gift offering, he can act like Hillel the Elder. As it is taught in a baraita: They said about Hillel the Elder that no person misused his burnt-offering in his lifetime. How did he ensure this? He was careful not to consecrate the animal in advance; rather, he would bring it when it was unconsecrated to the Temple courtyard and there he would consecrate it, and then immediately he would place his hand on its head and slaughter it. Consequently, there was no opportunity to misuse it.

¹³⁶ The Gemara asks: This works out well with regard to voluntary gifts in the context of offerings, but with regard to the voluntary acceptance of naziriteship, what is there to say? There is still room for concern that he will not fulfill the obligations incumbent upon him as a nazirite. The Gemara answers: Rabbi Meir holds in accordance with the opinion of Shimon HaTzaddik.

¹³⁷ As it is taught in a baraita that Rabbi Shimon HaTzaddik said: In all my days as a priest, I never ate the guilt-offering of a ritually impure nazirite except for one occasion. One time, a particular man who was a nazirite came from the South and I saw that he had beautiful eyes and was good looking, and the fringes of his hair were arranged in curls. I said to him: My son, what did you see that made you decide to destroy this beautiful hair of yours by becoming a nazirite? A nazirite must shave off his hair at the completion of his term. If he becomes impure before the completion of his term, he shaves off his hair and starts his term of naziriteship again.

¹³⁸ He said to me: I was a shepherd for my father in my city, and I went to draw water from the spring, and I looked at my reflection [babavua] in the water and my evil inclination quickly overcame me and sought to expel me from the world. I said to myself: Wicked one! Why do you pride yourself in a world that is not yours? Why are you proud of someone who will eventually be food in the grave for worms and maggots, i.e., your body? I swear by the Temple service that I shall shave you for the sake of Heaven.

¹³⁹ Shimon HaTzaddik continues the narrative: I immediately arose and kissed him on his head. I said to him: My son, may there be more who take vows of naziriteship like you among the Jewish people. About you the verse states: "When either a man or a woman shall clearly utter a vow, the vow of a nazirite, to consecrate himself to the Lord" (Numbers 6:2). This is an example of voluntary acceptance of naziriteship, i.e., becoming a nazirite with entirely pure intentions rather than as a rash statement, e.g., while in a fit of anger.

¹⁴⁰ Rabbi Mani strongly objects to the statement of Shimon HaTzaddik. What is different about the guilt-offering of a ritually impure nazirite that Shimon HaTzaddik did not eat, because it came as a result of sin when the individual violated the terms of his naziriteship by becoming impure? Let him also not eat all other guilt-offerings, as they too come as a result of sin.

¹⁴¹ Rabbi Yona said to him: This is the reason: When they regret their misdeeds they become nazirites, and when they become ritually impure and the days of their naziriteship are increased, as they must become pure and then begin their terms of naziriteship again, they regret having become nazirites. They will then turn out to be bringing non-sacred animals into the Temple courtyard. Since they do not wish to bring the offerings of a nazirite, their offerings are undesirable, and it is as though the animals are non-sacred.

¹⁴² The Gemara asks: If so, then Shimon HaTzaddik should have abstained from eating even the offerings of a ritually pure nazirite as well for the same reason; perhaps he too regretted his decision to become a nazirite. The Gemara answers: In the case of a pure nazirite there is no concern because he assessed himself and realized that he was able to vow and to keep his vow for the term of his naziriteship. However, in the case of a ritually impure nazirite, where the naziriteship was extended for longer than he had estimated due to his contracting impurity, there is concern that he regrets having become a nazirite.

¹⁴³ The Gemara suggests a different answer to the question of the identity of the tanna whose opinion is expressed in the mishna. And if you wish, say:

¹⁴⁴ Even if you say that the mishna is in accordance with the opinion of Rabbi Yehuda, it can be argued that when Rabbi Yehuda said that it is good to take a vow and fulfill it, he said it with regard to a gift offering, but he did not say it with regard to vows.

¹⁴⁵ The Gemara asks: But isn't the mishna teaching that according to Rabbi Yehuda, better than both this and that is one who vows [noder] and pays, which indicates that he says this even about vows? The Gemara answers: Teach the opinion of Rabbi Yehuda with the following, emended formulation: Better than both this and that is one who volunteers [nodev] a gift offering and pays it.

¹⁴⁶ The Gemara asks: What is different about one who vows, i.e., one who says: It is incumbent upon me to bring an offering, which is not proper to do due to the concern that perhaps he will encounter a stumbling block and not bring it promptly, thereby violating the prohibition against delaying? One should also not designate a particular animal as a gift offering, due to the concern that perhaps he will encounter a stumbling block with it.

¹⁴⁷ The Gemara answers: Rabbi Yehuda conforms to his standard line of reasoning, as he said explicitly in a baraita: A person brings his lamb to the Temple courtyard and consecrates it there, and immediately leans on it and slaughters it. Consequently, there is no concern that he will encounter a stumbling block.

¹⁴⁸ The Gemara asks: That works out well with regard to voluntary gifts in the context of offerings, but with regard to the voluntary acceptance of naziriteship, what is there to say? There is still room for concern that one will not fulfill the obligations incumbent upon him as a nazirite.

¹⁴⁹ The Gemara answers: Here, too, Rabbi Yehuda conforms to his standard line of reasoning, as it is taught in a baraita that Rabbi Yehuda says: The early generations of pious men would desire to bring a sin-offering but did not have the opportunity to do so because the Holy One, Blessed be He, does not bring about a stumbling block through them, and they would not sin even unwittingly. What would they do? They would rise and volunteer naziriteship to the Omnipresent in order to be liable to bring a sin-offering of a nazirite to the Omnipresent.

¹⁵⁰ Rabbi Shimon says: They did not take a vow of naziriteship. Rather, one who would want to bring a burnt-offering would volunteer and bring it; one who would want to bring a peace-offering would volunteer and bring it; and one who would want to bring a thanks-offering and its four types of bread would volunteer and bring them. However, they did not volunteer naziriteship in order that they not be called sinners. According to Rabbi Shimon, naziriteship involves some element of sin, as it is stated: "And he shall make atonement for him, for that he sinned against the soul" (Numbers 6:11).

¹⁵¹ § Abaye said: Shimon HaTzaddik, Rabbi Shimon, and Rabbi Elazar HaKappar are all of the same opinion, that a nazirite is a sinner. The statements of Shimon HaTzaddik and Rabbi Shimon in this regard are that which we already said.

¹⁵² And Rabbi Elazar HaKappar the Distinguished agrees, as it is taught in a baraita that Rabbi Elazar HaKappar the Distinguished says: It is written with regard to the priest who sacrificed the offering of a nazirite: “And he shall make atonement for him, for that he sinned against the soul.” Against which soul did the nazirite sin? Rather, his sin is that he caused himself suffering by refraining from wine. Are these matters not inferred a fortiori: Just as this nazirite, who causes himself suffering only by refraining from wine, is called a sinner, one who causes himself suffering by refraining from everything is all the more so to be considered a sinner. From here it can be derived that whoever fasts unnecessarily is called a sinner.

¹⁵³ The Gemara raises a question with regard to the opinion of Rabbi Elazar HaKappar. Isn’t this verse written with regard to a ritually impure nazirite? Consequently, only a nazirite who becomes impure shall be considered a sinner. The Gemara answers: Rabbi Elazar HaKappar holds that the verse uses this terminology with regard to a ritually impure nazirite because he repeated his sin. However, becoming a nazirite is itself considered a sin.

¹⁵⁴ MISHNA: In the case of one who says to another that a certain object is konam, konah, or konas, these expressions are substitutes for the term offering [korban], and the vow takes effect. Herek, herekh and heref; these are substitutes for the term indicating a dedication [herem] to the Temple treasury. Nazik, naziah, and paziah; these are substitutes for the term naziriteship [nazir]. Shevuta, shekuka, or one who vows with the term mohi, these are substitutes for the term oath [shevua].

¹⁵⁵ GEMARA: It was stated that amora’im disagreed about substitutes for the language of vows. Rabbi Yoḥanan said: They are terms from a language of other nations that mean offering, dedication, naziriteship, or oath. Rabbi Shimon ben Lakish said: These terms employ language that the Sages devised [badu] with which one can take a vow. In order to explain the word badu, he adds: And so it states with regard to Jeroboam: “In the month that he had devised [bada] in his own heart” (I Kings 12:33).

¹⁵⁶ And according to the opinion of Rabbi Shimon ben Lakish, what is the reason that the Sages established substitutes for the language of vows? The Gemara answers: It is so that one not explicitly say the term offering. The Gemara asks: And let him say the term offering; what is wrong with that? The Gemara answers: Perhaps he will say: An offering to the Lord. The Gemara asks: And let him say: An offering to the Lord. The Gemara answers: Perhaps he will say: To the Lord, and he will then change his mind and not say: An offering, and he will thereby express the name of Heaven in vain.

¹⁵⁷ And similarly, it is taught in a baraita that Rabbi Shimon says:

¹⁵⁸ From where is it derived that a person should not say: To the Lord a burnt-offering, or: To the Lord a meal-offering, or: To the Lord a thanks-offering, or: To the Lord a peace-offering, but should mention the offering first and then state that it is for the Lord? The verse states: “An offering to the Lord” (Leviticus 1:2). The reason for this is that if one first says: To the Lord, perhaps he will change his mind and not complete the sentence in order to avoid consecrating the offering, and he will have uttered the name of God in vain.

¹⁵⁹ And it is an a fortiori inference: Just as with regard to this individual discussed in the baraita, who intended to mention the name of Heaven only upon an offering, the Torah said that he should say: An offering to the Lord, in order to avoid possibly mentioning the name of God in vain, with regard to one who actually mentions the Divine Name in vain, all the more so it is clear that he has committed a severe transgression.

¹⁶⁰ The Gemara suggests: Let us say that this dispute between Rabbi Yoḥanan and Rabbi Shimon ben Lakish is parallel to a dispute between tanna'im, as it was taught in a baraita that Beit Shammai say: If one expresses a vow with substitutes for the substitute terms mentioned in the mishna, the vow takes effect and the items are forbidden. And Beit Hillel say: If one expresses a vow with substitutes for the substitute terms mentioned in the mishna, the vow does not take effect and the items are permitted.

¹⁶¹ What, is it not correct that the one who says that a vow expressed with substitutes for the substitute terms mentioned in the mishna takes effect and that the item is consequently forbidden likewise holds that substitutes for the language of vows are terms from the language of other nations, and therefore substitutes for those terms, which are also from foreign languages, should be equally acceptable? And similarly, according to the one who says that the vow does not take effect and the item is permitted, it must be that he holds that these terms are language that the Sages devised. Consequently, substitutes for those terms, which the Sages did not declare to be acceptable terms for expressing a vow, do not cause a vow to take effect.

¹⁶² The Gemara responds: No, it is possible that everyone holds that substitutes for the language of vows are terms from the language of other nations, and Beit Shammai hold that the nations speak using these substitutes for the terms mentioned in the mishna also, and Beit Hillel hold that the nations do not speak using these terms.

¹⁶³ And if you wish, say an alternate response: Substitute terms themselves are terms from a foreign language. Beit Shammai hold that we issue a decree with regard to substitutes for the substitute terms mentioned in the mishna, despite the fact that these terms themselves are not valid terms even in a foreign language, due to a concern that if they are not considered to express a vow, one will come to act leniently with regard to a vow expressed with the substitute terms mentioned in the mishna. And Beit Hillel hold: We do not issue a decree with regard to substitutes for the substitute terms mentioned in the mishna due to a concern that one will come to act leniently with regard to a vow expressed with the substitute terms themselves.

¹⁶⁴ The Gemara asks: What are the circumstances of substitutes for substitute terms for vows? Rav Yosef teaches that they include the following terms: Mekanamna, mekanahna, and mekanasna. These are verb forms of the terms konam, konah, and konas respectively, mentioned in the mishna. The Gemara asks: What are the circumstances of substitutes for substitute terms for dedication [ḥerem]? The Sage Mafsha'a teaches: Ḥarakim, ḥarakhim, and ḥarafim. The Gemara continues: What are the substitutes for substitute terms for naziriteship [nezirut]? Rav Yosef teaches: Meḥazakna, menazahna, and mafiḥna.

¹⁶⁵ A dilemma was raised before the Sages: If one uses the term mifḥazna, what is the halakha? If one uses the term miṭḥazna, what is the halakha? If one uses the term mitazna, what is the halakha? Ravina said to Rav Ashi: If one uses the term kinma, what is the halakha? Is he saying that the item

should be like a konam, in which case the vow takes effect, or perhaps he is saying sweet cinnamon [kineman besem] (see Exodus 30:23) and does not intend to express a vow with the word konam?

¹⁶⁶ Rav Aḥa, son of Rav Ḥiyya, said to Rav Ashi: If one uses the term kina, what is the halakha? Is he saying this term in reference to a chicken coop, which is also called a kina, or perhaps it is a term for konam and expresses a vow? With regard to these cases, the Gemara says: The dilemma remains unresolved.

¹⁶⁷ The Gemara asks: What are the circumstances of substitutes for substitute terms of oaths [shevua]? The Gemara answers that this category includes the terms shevuel, shevutiel, and shekukael. The Gemara asks: Why is the term shevuel included? This word indicates Shevuel, son of Gershom, the proper name of an individual (see I Chronicles 26:24), and therefore it should not be considered a substitute term for an oath. Rather, the list of terms includes shevuvael, shevutiel, and shekukael. What is the halakha? Shmuel said: If he said ashivta he has not said anything, despite the fact that there is some similarity between this term and the word oath [shevua]. Similarly, if he said ashkika he has not said anything. If he said karinsha he has not said anything, although it is somewhat similar to konam.

¹⁶⁸ § It is taught in the mishna: If one used the terms shevuta or shekuka, or took a vow with the term mohi, these are substitute terms for an oath. It is taught in a baraita that Rabban Shimon ben Gamliel says: One who says that he is taking an oath by mohi has not said anything. However, if he says: By an oath [bemomata] that Mohi said, these are valid substitute terms for an oath.

¹⁶⁹ MISHNA: If one says to another: That which I eat of yours shall be considered laḥullin, it is interpreted as though he said: La ḥullin, not non-sacred, and the food is thereby forbidden to him. Similarly, if he said that food shall be considered not valid or not dekhi, i.e., not ritually pure, or if he said the food shall be considered an offering that has become ritually impure, left over [notar], or piggul, i.e., an offering that was sacrificed with the intent to consume it after its appointed time, it is forbidden.

¹⁷⁰ If one says that food shall be considered like the lamb of the daily offering, like the animals designated as offerings and kept in special enclosures, like the wood of the altar, like the fires on the altar, like the altar, like the Sanctuary, or like Jerusalem, or if he took a vow with any of the accessories of the altar, although he did not explicitly mention that the food should be like an offering, it is considered a vow that associates a different item with an offering. Rabbi Yehuda says: One who says that an item shall be considered Jerusalem, instead of saying that it shall be considered like Jerusalem, has not said anything.

¹⁷¹ GEMARA: They assumed: What is the meaning of the term laḥullin? The individual is saying: It shall not [la] be non-sacred [ḥullin] but rather it should have the status of an offering.

¹⁷² The Gemara says: Whose opinion is expressed in the mishna? If you say it is that of Rabbi Meir, he does not hold that from a negative statement you can infer a positive statement. As we learned in a mishna: Rabbi Meir says that any condition that is not like the condition of the sons of the tribe of Gad and the sons of the tribe of Reuben, when Moses gave them land on the eastern bank of the Jordan River (see Numbers 32:29–30), is not a valid condition. Moses phrased the agreement as a double condition, stating that if they would join the other tribes in battle they would receive their inheritance on the eastern bank of the Jordan River, and if not, they would not receive that territory.

Because Rabbi Meir holds that only a condition expressed in this manner is valid, it is clear that he holds that one may not infer a negative statement from a positive one or vice versa.

¹⁷³ Rather, the mishna is in accordance with the opinion of Rabbi Yehuda. The Gemara challenges this statement: Say the latter clause of the mishna: Rabbi Yehuda says: One who says that an item shall be considered Jerusalem has not said anything. From the fact that the latter clause is stated by Rabbi Yehuda, it is clear that the first clause is not in accordance with the opinion of Rabbi Yehuda.

¹⁷⁴ The Gemara responds: The entire mishna is in accordance with the opinion of Rabbi Yehuda, and this is what it is teaching: Although one who declares an item to be like Jerusalem has taken a vow rendering it forbidden, one who says that an item shall be considered Jerusalem has not taken a vow. This is as Rabbi Yehuda says, that one who says that an item shall be considered Jerusalem has not said anything, since this expression has no meaning.

¹⁷⁵ The Gemara asks: When one says that an item should be like Jerusalem, is it prohibited according to Rabbi Yehuda? Isn't it taught in a baraita that Rabbi Yehuda says: One who says that an item shall be considered like Jerusalem has not said anything unless he vows by means of an item that is sacrificed in Jerusalem. Consequently, the first clause of the mishna, which states that one has vowed if he declares an item to be like Jerusalem, cannot be in accordance with the opinion of Rabbi Yehuda.

¹⁷⁶ The Gemara responds: The entire mishna is in accordance with the opinion of Rabbi Yehuda, and the mishna and baraita express the opinions of two tanna'im in accordance with the opinion of Rabbi Yehuda.

¹⁷⁷ It is taught in a baraita: If one declares food: Non-sacred, or: The non-sacred, or: Like the non-sacred, then whether he combines that expression with the phrase: That which I eat of yours, or: That which I do not eat of yours, he has not expressed a vow and the food remains permitted. However, if he says: That which I eat of yours shall be considered laḥullin, i.e., not non-sacred, but rather consecrated, the food is forbidden. If he says: That which I do not eat of yours shall be considered laḥullin, the other individual's food remains permitted to him.

¹⁷⁸ The Gemara analyzes this baraita: Who is the author of the first clause of the baraita? It is Rabbi Meir, who does not hold that from a negative statement you can infer a positive statement. Consequently, even if one said: That which I do not eat of yours shall be considered non-sacred, that does not indicate that what he does eat shall be considered consecrated.

¹⁷⁹ However, say the latter clause of that baraita: If one says: That which I will not eat of yours shall be considered laḥullin, the other individual's food remains permitted to him. But didn't we learn in a mishna (13a) that if one says: That which I will not eat of yours shall be considered lakorban, Rabbi Meir prohibits him from eating food belonging to the other individual? Lakorban apparently means la korban, it is not an offering. The reason for this opinion is that his statement indicates that what he does not eat is not an offering, but what he does eat shall be considered an offering. This poses a difficulty for us because Rabbi Meir does not hold that from a negative statement you can infer a positive statement.

¹⁸⁰ And to answer this difficulty, Rabbi Abba said: It is as though he said: It shall be for an offering [lekorban], and therefore I will not eat that which is yours. Here too, when he said: That which I will not eat of yours shall be considered laḥullin, this is what he said to him: It shall not be non-sacred,

and therefore I will not eat that which is yours. Consequently, the vow should take effect even according to Rabbi Meir; why does the baraita rule that the vow does not take effect and the food remains permitted?

¹⁸¹ The Gemara answers: This tanna of the baraita holds in accordance with the opinion of Rabbi Meir in one case and disagrees with his opinion in another. He holds in accordance with his opinion in one case, in that he does not hold that from a negative statement you can infer a positive statement. And he disagrees with his opinion in another case, i.e., in the case of an offering. This tanna holds that if one says: That which I will not eat of yours shall be considered *lakorban*, he does not mean: It is to be considered an offering and therefore I will not eat from that which is yours. Similarly, in the case in the baraita, the tanna does not hold that the individual means to say: It shall not be non-sacred and therefore I will not eat that which is yours. In order to effect a vow, one must express it clearly.

¹⁸² Rav Ashi said: The apparent contradiction between the baraita and the mishna can be resolved in a different manner. This case in the baraita is where he said: That which I will not eat of yours shall be considered as non-sacred, and that case, where it is forbidden, in accordance with Rabbi Meir's ruling in the mishna, is where he said: That which I will not eat of yours should not be considered as non-sacred, which indicates: It shall not be considered non-sacred but rather like an offering, and therefore I will not eat it.

¹⁸³ § It is stated in the mishna that if one says that a food item shall be considered not ritually pure, or if he said the food shall be considered an offering that has become ritually impure, left over [notar], or *piggul*, i.e., an offering that was sacrificed with the intent to consume it after its appointed time, it is forbidden. Rami bar Hama raises a dilemma: If one said with regard to a particular item: This is prohibited to me like the meat of peace-offerings after the sprinkling of their blood, what is the halakha? Is this an effective vow, which prohibits the item?

¹⁸⁴ The Gemara responds: If he said it with this formulation, he is associating the object of his vow with a permitted item, as the meat of peace-offerings is permitted to be eaten after the blood is sprinkled on the altar. Consequently, the declaration does not express a vow. Rather, it is a case where he places the meat of peace-offerings following the sprinkling of the blood in one place, and he places an item that is permitted next to it. And he says: This is like that. In this case, what is the halakha? Is he associating the object of his vow with the original forbidden status of the peace-offering before the blood is sprinkled, or is he associating the object of his vow with the current permitted status of the peace-offering?

¹⁸⁵ To resolve this question, Rava said: Come and hear a proof from the mishna: If he said the food shall be considered an offering that has become notar or *piggul*, i.e. an offering that was sacrificed with the intent to consume it after its appointed time, it is forbidden.

¹⁸⁶ But notar and *piggul* are conditions that apply after the sprinkling of the blood, when the prohibition against misusing consecrated property, which the individual is attempting to extend to a permitted item, no longer applies. Since the vow takes effect, this proves that the individual is associating the object of his vow with the original forbidden status of the offering.

¹⁸⁷ Rav Huna, son of Rav Natan, said to him: It is possible to say that it is speaking here about notar of a burnt-offering. Since a burnt-offering may not be eaten even after its blood is sprinkled, the original prohibition against misusing consecrated property continues to apply to the meat of this

offering. Rava said to Rav Huna, son of Rav Natan: If so, let it teach explicitly that the individual referred to the meat of a burnt-offering.

¹⁸⁸ The Gemara responds: The tanna is speaking utilizing the style of: It is not necessary. It is not necessary to state that if one associates the object of his vow with meat of a burnt-offering, it is forbidden, as he extends the status of an offering to the other item. However, if one extends the status of notar and piggul of a burnt-offering, it is necessary to say that the other item is forbidden.

¹⁸⁹ It could enter your mind to say that the individual intended to declare the item forbidden like the prohibition of notar or like the prohibition of piggul, and this would be like one who associates the object of his vow with an item that is forbidden by the Torah rather than an item forbidden by means of a vow. Consequently, the item is not forbidden, as one can take a vow by associating the object of his vow with a forbidden item only if that item is itself prohibited due to a vow. The mishna therefore teaches us that his intention is to transfer the prohibition of the offering, and the vow takes effect.

¹⁹⁰ The Gemara raises an objection based upon the following baraita: Which is the vow of prohibition [issar] mentioned in the Torah? It is a case where one said: I hereby declare that I will not eat meat and I will not drink wine today like the day his father died, referring to the father of the individual making the vow, as there is a custom to fast on the anniversary of a parent's death, or: Like the day his teacher died, as one mourns his primary teacher like a father, or: Like the day Gedaliah, son of Ahikam, was killed (see Jeremiah, chapter 41), i.e., the Fast of Gedaliah, or: Like the day I saw Jerusalem in its state of destruction. And Shmuel said: And this is if he was obligated by a previous vow to abstain from meat and wine on that day that he refers to in his declaration.

¹⁹¹ The Gemara clarifies: What are the circumstances? Is it not a case where, for example, it was Sunday, the same day of the week on which his father died? And although there were many permitted Sundays in the interim, nevertheless, when he said he would not eat meat or drink wine like the day of the week on which his father died, his intention was to the particular Sunday when his father died, when he had vowed to abstain from meat and wine, and therefore the tanna teaches that it is prohibited. Learn from this that he associates the object of his vow with the original halakhic status of the Sunday his father died, and not the status of the intervening Sundays. Similarly, in the case of peace-offerings following the sprinkling of the blood, he is referring to the original status of the meat before the sprinkling of the blood.

¹⁹² The Gemara responds that this is how the comment of Shmuel was stated: Shmuel said: And this is if he was continuously obligated by a vow from that day forward to abstain from meat and wine on the anniversary of his father's death. Consequently, when he associates another day with the day of his father's death, he expresses a vow based upon the current status of the day, and there is no proof with regard to the case of the meat of the peace-offering.

¹⁹³ The Gemara cites another attempted proof. Ravina said: Come and hear that which was taught in the mishna (13b): If one declares an item to be like the *ḥalla* of Aaron, i.e., the portion of dough given to the priests, or like his *teruma*, the portion of agricultural produce given to priests, the item remains permitted. Although these items are prohibited to non-priests as soon as they are designated, they are considered forbidden by the Torah rather than forbidden by a vow. The Gemara infers: But if one declares an item to be like the *teruma* of the loaves of the thanks-offering, i.e., the four loaves of the thanks-offering that were eaten by the priests, the item is forbidden.

¹⁹⁴ Having made this inference, Ravina comments: But the teruma of the loaves of the thanks-offering is designated only after the sprinkling of the blood. Consequently, the individual must have made his vow after the sprinkling of the blood, when these loaves are permitted to priests. If the vow nevertheless takes effect, it must be because the individual is referring to the original forbidden status of the loaves before the sprinkling of the blood. This indicates that one has in mind the original status of the item rather than its current status.

¹⁹⁵ The Gemara refutes this: Say that when the mishna specifies that if one said the food should be like the teruma of Aaron it remains permitted it thereby indicates that if he said it should be like the collection of the Temple treasury chamber, which is also called a teruma and is always forbidden, the food becomes forbidden. However, one cannot infer from the mishna that if one declares the food to be like the teruma of the loaves of the thanks-offering the food becomes forbidden.

¹⁹⁶ The Gemara asks: But according to this, if one said the food should be like the teruma of the loaves of the thanks-offering, what, does the food remain permitted? If so, let it teach in the mishna that if one said the food should be like the teruma of the loaves of the thanks-offering it remains permitted even though the thanks-offering is forbidden by means of a vow, and one would know on his own that if he says the food should be like the teruma of Aaron, all the more so the food remains permitted. The Gemara responds: It teaches us this: Teruma of the loaves of the thanks-offering is also referred to as his teruma and is therefore included in the mishna.

¹⁹⁷ The Gemara offers an alternative response to Ravina's attempted proof from the case of the teruma of the loaves of the thanks-offering, that one has in mind the original status of an item when one expresses a vow. And if you wish, say that the teruma of the loaves of the thanks-offering can also be designated before the sprinkling of the blood, for example, when he separated the teruma during the kneading of the dough. Consequently, the case may be where one makes the vow before the sprinkling of the blood, when the loaves are forbidden to all, and that is the reason the vow takes effect.

¹⁹⁸ And this is in accordance with that which Rav Tovi bar Kisna said that Shmuel said: If one baked the loaves of the thanks-offering as four loaves rather than the forty loaves that should ideally be baked, he has fulfilled his obligation. The Gemara asks: Isn't it written that forty loaves must be brought with the thanks-offering, ten loaves of each of the four different types? The Gemara answers: One must bake forty loaves in order to fulfill the mitzva in the optimal fashion, but he has nevertheless fulfilled his obligation with four loaves, one of each type.

¹⁹⁹ The Gemara asks: But he is required to take teruma, i.e., designate one loaf of each type to be given to the priests. And if you would say that he takes one loaf of bread of the four as teruma for all the others, but didn't we learn in a mishna (Menaḥot 77b) with regard to the verse "And of it he shall present one out of each offering for a gift to the Lord; it shall be the priest's" (Leviticus 7:14), that it indicates that he should not take from one offering, i.e., one type of loaf, for another? And if you would say that he takes a slice from each one of the four loaves and gives them to the priest, but didn't we learn in that mishna that the word one in the verse indicates that he may not take a slice but rather a complete loaf?

²⁰⁰ Rather, it must be that he separated the teruma during the time of kneading. He took one piece of dough from the leavened bread, one from the loaves, one from the wafers, and one from the flour mixed with water and oil. After separating one tenth of each type of dough for the priest, he then

baked the remainder into four loaves. Since it is possible to separate the teruma at the time of the kneading, before the sprinkling of the blood of the offering, it is possible that the case is one where he expressed the vow at this time. Consequently, there is no proof that one has in mind the original status of an offering rather than its current status when one expresses a vow after the sprinkling of the blood.

²⁰¹ The Gemara suggests: Let us say that this question, whether one intends to extend the original or current status of an offering, is parallel to a dispute between tanna'im. If one says: This meat is prohibited to me like the meat of a firstborn, Rabbi Ya'akov renders the meat forbidden and Rabbi Yehuda renders it permitted.

²⁰² The Gemara clarifies: What are the circumstances of this case? If we say that he associates the object of his vow with the status of a firstborn animal before the sprinkling of the blood, when it is forbidden as a consecrated item, what is the rationale of the one who renders it permitted? And if he associates the object of his vow with the status of a firstborn animal after the sprinkling of the blood, when it belongs to the priest and is permitted to be eaten, what is the rationale of the one who renders it forbidden? Rather, is it not

²⁰³ that he places the meat of a firstborn animal in one place and he places another piece of meat next to it, and he said: This second piece of meat is hereby like that meat of the firstborn animal, and it is a dispute between tanna'im about whether he is referring to the original forbidden status of the firstborn animal or its current permitted status?

²⁰⁴ The Gemara responds: No, everyone agrees that he is referring to the status of the animal before the sprinkling of the blood, and what is the reason of the one who renders it permitted? The verse states: "When a man takes a vow" (Numbers 30:3), which indicates that he has not done so until he takes a vow with an item forbidden by means of a vow, i.e., by extending the status of an item that itself was forbidden by a means of a vow. This comes to exclude a firstborn, which is an item that is forbidden by the Torah rather than by means of a vow; a firstborn animal is sacred simply because it is born first.

²⁰⁵ And the one who renders it forbidden holds that it is because the verse states: "To the Lord" (Numbers 30:3), which comes to include one who takes a vow by associating an object with an item that is forbidden by the Torah.

²⁰⁶ The Gemara asks: And the one who renders it permitted based on the principle that one cannot take a vow by associating the item with an item that is forbidden by the Torah, what does he do with the expression "to the Lord"? The Gemara answers: He requires this expression to include the case of one who associates the object of his vow with a sin-offering and a guilt-offering. Although these offerings are obligatory rather than voluntary, and in that regard they are dissimilar to items forbidden by means of a vow, one can render another item forbidden by associating it with these offerings.

²⁰⁷ The Gemara asks: And what did you see that led you to include a sin-offering and a guilt-offering and to exclude the firstborn? The Gemara answers: I include the sin-offering and guilt-offering due to the fact that he associates the object of his vow with an animal forbidden by means of a vow, as it is the individual who designates a particular animal for one of these offerings. And I remove the firstborn, because it is sacred from its mother's womb.

²⁰⁸ And the one who renders it forbidden is of the opinion that one who says that a piece of meat shall be considered for him like the meat of a firstborn also associates the object of his vow with an item forbidden by a vow, as it is taught in a baraita: They said in the name of Rabbi Yehuda HaNasi: From where is it derived that if one has a firstborn animal born in his home it is still a mitzva to consecrate it? As it is stated: “The males you shall consecrate” (Deuteronomy 15:19). Although a firstborn animal is considered consecrated from birth, its owner is still commanded to declare it consecrated, and it is therefore considered an item forbidden by means of a vow.

²⁰⁹ And the one who renders it permitted in this case argues that although the owner is required to declare it consecrated, if he does not consecrate it, is it not consecrated? Since it is consecrated in any event, it is considered to have been rendered forbidden by the Torah rather than through a vow.

²¹⁰ § It is taught in the mishna that if one says that food shall be considered like the lamb [imra] of the daily offering, or like the animals designated as offerings and kept in special enclosures, the vow takes effect.

²¹¹ It was taught in a baraita: If one says that food shall be considered a lamb, for a lamb, like a lamb; enclosures, for enclosures, like enclosures; wood, for wood, like wood; fires, for fires, like fires; the altar, for the altar, like the altar; the Sanctuary, for the Sanctuary, like the Sanctuary; Jerusalem, for Jerusalem, like Jerusalem; with regard to all of them, if he adds: That which I will eat of yours, it is forbidden. This is because his intent is that whatever he eats that belongs to the other individual should be forbidden to him like one of these consecrated items. However, if he adds: That which I will not eat of yours, the food is permitted, since the only implication of his statement is that whatever he does not eat shall be forbidden.

²¹² The Gemara asks: Who is the Sage of whom we have heard, for whom there is no difference whether one said a lamb, for a lamb, or like a lamb, that I eat of yours? It is Rabbi Meir. Conversely, Rabbi Yehuda holds that the vow takes effect only if one says: Like a lamb.

²¹³ However, say the latter clause of the baraita: With regard to all of them, if he adds: That which I will not eat of yours, the food remains permitted. But didn't we learn in the next mishna that if one says: That which I will not eat of yours shall be for an offering [lekorban], Rabbi Meir prohibits him from eating food belonging to the other individual? And Rabbi Abba said in explanation of this ruling that it is as though he said: It shall be for an offering [lekorban], and therefore I will not eat that which is yours. Apparently, according to Rabbi Meir the food is forbidden even if he said: That which I will not eat of yours.

²¹⁴ The Gemara responds: This is not difficult: This baraita is referring to a case where one said: That which I do not eat from you shall not [la] be for a lamb [le'imra]. Although this statement implies that what he does eat shall be considered like the lamb of the daily offering, Rabbi Meir holds that one cannot infer a positive statement from a negative statement. Conversely, that mishna is referring to a case where he said: For a lamb [le'imra]. In that case, his statement is interpreted as though he said: It shall be considered the lamb used for the daily offering, and therefore I will not eat it.

²¹⁵ MISHNA: With regard to one who says: An offering, a burnt-offering, a meal-offering, a sin-offering, a thanks-offering, or a peace-offering, and adds: That which I eat of yours, the vow takes effect and the food is forbidden. Rabbi Yehuda renders the food permitted in all these cases. If one says: The offering, like an offering, or an offering, and adds: That which I will eat of yours, the food

is forbidden. If he says: That which I will not eat of yours shall be for an offering, Rabbi Meir renders the food forbidden.

²¹⁶ GEMARA: It teaches in the mishna that if one says: An offering, the offering, or like an offering, and then adds: That which I will eat of yours, it is forbidden. This indicates that this unattributed opinion in the mishna was taught in accordance with the opinion of Rabbi Meir, for whom there is no difference whether one says a lamb [imra] or as a lamb [le'imra].

²¹⁷ The Gemara asks: However, if it is in accordance with the opinion of Rabbi Meir, that which it teaches is difficult. It teaches that if one says: The offering [hakorban], and adds: That which I will eat of yours, the food is forbidden. But isn't it taught in a baraita that the Rabbis concede to Rabbi Yehuda that with regard to one who says: This offering [ha korban], or this burnt-offering [ha ola], or this meal-offering [ha minḥa], or this sin-offering [ha ḥatat], and then adds: That I will eat of yours, the vow does not take effect and the food is permitted? The reason for this is that the individual did not take a vow that the item should be associated with an offering; rather, he took a vow by the life of the offering, which is not a valid expression of a vow.

²¹⁸ The Gemara answers: This is not difficult. This case, where the vow does not take effect, is where one said: This offering [ha korban], and that case, where the vow does take effect, is where one said: The offering [hakorban]. What is the reason that the vow does not take effect when he says this offering [ha korban]? It is because he is saying that he is taking a vow by the life of this offering, which is not a valid way to express a vow.

²¹⁹ The mishna teaches that if one says: That which I will not eat of yours is lakorban, which indicates la korban, it is not an offering, Rabbi Meir prohibits him from eating food belonging to the other individual. This is because his statement indicates that what he does eat shall be considered an offering. The Gemara asks: Isn't it true that Rabbi Meir does not hold that from a negative statement you can infer a positive statement? The Gemara answers that Rabbi Abba said: It is as though he said: It shall be for an offering [lekorban], and therefore I will not eat that which is yours.

²²⁰ MISHNA: One who says to another: It is konam for me for my mouth to speak with you, or: It is konam for me for my hand to work with you, or: It is konam for me for my foot to walk with you, it is prohibited for him to speak with, work with, or walk with the other individual.

²²¹ GEMARA: The Gemara raises a contradiction from the following baraita: There is a stricture that applies to oaths beyond the strictures that apply to vows, and there is a stricture that applies to vows beyond the strictures that apply to oaths. The stricture that applies to vows is that vows take effect with regard to a mitzva as they do with regard to optional activities, which is not the case with regard to oaths, as one cannot take an oath to neglect a mitzva. And the stricture that applies to oaths is that oaths take effect upon a matter that has substance and a matter that does not have substance, which is not the case with regard to vows, which take effect only upon a matter that has substance. This contradicts the mishna, which states that a vow can apply to speech or actions, which are not physical items that have concrete substance.

²²² Rav Yehuda said: The mishna is referring to one who says: My mouth shall be forbidden with regard to my speech, or: My hands shall be forbidden with regard to their work, or: My feet should be forbidden with regard to their walking. In these cases the vow applies to a limb, which is a concrete item, and therefore it takes effect. The Gemara comments: The language of the mishna is also precise according to this interpretation, as it teaches: For my mouth to speak with you, and it

does not teach: That which I speak with you. This indicates that he imposed the vow upon his mouth and not upon the act of speaking.

Chapter 2

¹ MISHNA: And these are the vows in which the one who takes the vow attempts to create a prohibition on an item by associating it with an item in an ineffective manner, rendering the vow void and leaving the item permitted: If one says: That which I will eat of yours will be non-sacred [ḥullin]; or: That which I will eat of yours will be like pig meat; or: Like an object of idol worship; or: Like the hides of animal offerings whose hearts were removed as a form of idol worship, and it is therefore prohibited to derive benefit from those animals; or: Like animal carcasses and animals with a wound that will cause them to die within twelve months [tereifot]; or: Like non-kosher repugnant creatures and non-kosher creeping animals; or: Like the ḥalla of Aaron, the first priest, or like his teruma; in all these cases, the food is permitted. Although none of these items may be eaten, they are forbidden by Torah law, not by means of a vow. Therefore, it is impossible to extend their prohibition to other items by means of a vow that associates them with those items.

² With regard to a man who says to his wife: You are hereby to me like my mother, i.e., deriving benefit from you should be forbidden to me like engaging in sexual intercourse with my mother, dissolution is broached with him by suggesting a different extenuation, i.e., a halakhic authority suggests other, extenuating circumstances that enable the dissolution of the vow. Although this vow does not take effect either, as engaging in sexual intercourse with one's mother is prohibited by Torah law, by rabbinic law this is treated like an actual vow and requires dissolution by a halakhic authority, so that he will not take genuine vows lightly.

³ GEMARA: It may be inferred from the first case in the mishna that the reason the vow does not take effect is that he said: That which I will eat of yours will be ḥullin; but if he said: That which I will eat of yours will be laḥullin, that indicates that he is saying: It will not [la] be non-sacred [ḥullin], but rather like an offering, which is a vow that takes effect.

⁴ Whose opinion is expressed in the mishna? If it is the opinion of Rabbi Meir, isn't he of the opinion that one does not say: From

⁵ a negative statement you can infer a positive statement? How then can it be inferred that it should be like an offering? And if it is rather the opinion of Rabbi Yehuda, who disagrees with Rabbi Meir in this matter, the ruling of the mishna is superfluous, as this is identical to the ruling of the mishna in the first clause. The mishna above (10b) already established that a vow that uses the term laḥullin takes effect.

⁶ The Gemara answers: The ruling is superfluous. However, since the mishna teaches that the vow does not take effect when he says that the food will be like pig meat or like an object of idol worship, it therefore teaches incidentally that this ruling also applies when he says that it will be non-sacred.

⁷ Ravina said that this is what the mishna is teaching: And these are the vows that do not take effect at all and therefore the item mentioned in the vow remains permitted: One who said that a certain item will be like non-sacred food, or like pig meat, or like an object of idol worship. And if it did not

teach the case of non-sacred food, I would say that although the vow does not take effect, it still requires, by rabbinic law, a request to a halakhic authority for its dissolution.

⁸ The Gemara asks: But is there any reason to consider this interpretation? But from the fact that the latter clause teaches with regard to a man who says to his wife: You are hereby to me like my mother, that dissolution is broached with him by suggesting a different extenuation, it may be inferred that the vow in the first clause does not necessitate a request to a halakhic authority. Rather, the interpretation of Ravina must be rejected, and it is clear that the case of non-sacred food was cited tangentially to the other cases in the mishna.

⁹ § With regard to the principle that a prohibition cannot be created by associating a permitted item with one forbidden by Torah law, the Gemara asks: From where is this matter derived? The Gemara answers that the verse states: “When a man takes a vow to the Lord” (Numbers 30:3), which indicates that a vow does not take effect until one takes a vow by associating the status of an item that is forbidden by means of a vow with another item. If the item one is using to create the prohibition is forbidden by Torah law, the vow does not take effect.

¹⁰ The Gemara asks: If so, then even if the item in the vow is associated with an item forbidden by Torah law, the vow should also take effect, as following that phrase in the verse it is written: “To bind his soul with a bond [issar],” which indicates that the association can be with an item forbidden [asur] by Torah law. The Gemara answers: The phrase “To bind his soul with a bond” is necessary for that which is taught in a baraita (12a): What is the bond mentioned in the Torah. The baraita derives from this phrase that a vow that associates the relevant item with an item whose prohibition was created by a pre-existing vow takes effect, but one whose prohibition is by Torah law does not take effect.

¹¹ § It is stated in the mishna that with regard to a man who says to his wife: You are hereby to me like my mother, dissolution is broached with him suggesting a different extenuation, i.e., by rabbinic law it is treated like an actual vow and it requires dissolution by a halakhic authority. The Gemara raises a contradiction from a baraita that states that if a man says to his wife: You are hereby to me like the flesh of my mother, or like the flesh of my sister, or like the fruit of a tree during the first three years after its planting [orla], or like forbidden mixtures of diverse kinds planted in a vineyard, all forbidden items, he has said nothing. This indicates that he does not even have to make a request to a halakhic authority.

¹² Abaye said: He has said nothing by Torah law, as the vow does not take effect. However, he needs to make a request to a halakhic authority by rabbinic law. Rava said: That baraita is referring to Torah scholars, who are aware that this vow does not take effect. This mishna, on the other hand, is referring to an ignoramus, with regard to whom a rabbinic ordinance is necessary lest they take vows lightly.

¹³ The Gemara comments: And it is taught in a baraita: One who takes a vow by associating an item with a Torah scroll has not said anything, i.e., the vow does not take effect. And Rabbi Yoḥanan said: But nevertheless, he needs to make a request to a halakhic authority for dissolution of the vow. And Rav Naḥman said: And if he is a Torah scholar he does not need to make a request. The postulation of Rava, which states that with regard to some vows that do not take effect it is necessary to make a request to a halakhic authority only if they are taken by an ignoramus, can be seen from here.

¹⁴ § It is taught in a baraita: One who takes a vow by associating an item with a Torah scroll has not said anything, and the vow does not take effect. However, he associates the item with what is written in the Torah scroll, his statement is upheld. Since the name of God is written in the Torah, he has invoked God's name in his vow. If he associates the item with it and with what is written in it, his statement is upheld.

¹⁵ The Gemara asks: It is taught that if he associates the item with what is written in the Torah scroll, his statement is upheld. Need it be said that the halakha is the same if he associates the item with it and with what is written in it? That is obvious.

¹⁶ Rav Nahman said: This is not difficult. This case, in which the item is associated with it and with what is written in it, is referring to where the Torah scroll is placed on the ground, while that case, in which the item is associated with what is written in it, is referring to where he is holding it in his hands. If it is placed on the ground, whether one mentions the Torah scroll or what is written in it, his thoughts are concerning the parchment, i.e., the physical scroll, as he naturally assumes that since the scroll is placed on the ground, the parchment must be blank. Therefore, the vow takes effect only if he mentions both it and what is written in it, indicating that he is aware that it is a Torah scroll. However, where he is holding it in his hands and associates the item with what is written in it, his thoughts are concerning the mentions [azkarot] of the name of God that are in it, and the vow takes effect.

¹⁷ And if you wish, say instead that the entire baraita is referring to a case where it is placed on the ground, and this middle clause of: With what is written in the Torah scroll, teaches us that even though it is placed on the ground, since he said: With what is written in it, it is an effective vow, as he was clearly referring to the names of God. And the tanna of the baraita teaches employing the style: This, and it is unnecessary to say that. The baraita teaches the halakha where he said: What is written in it, which has a novel element, and then states a more obvious ruling, i.e., it goes without saying that if he associates the item with it and with what is written in it, the vow takes effect.

¹⁸ And if you wish, say instead that the entire middle clause, i.e., the latter clause, where he associates the item with it and with what is written in it, is referring to a case where he is holding the Torah scroll in his hands. And the baraita teaches us this: Since he is holding it in his hands, even though he said only: With the Torah scroll, and did not explicitly state: With what is written in it, he is considered to be like one who said: With what is written in it. Therefore, the item is prohibited.

¹⁹ MISHNA: With regard to one who says: Sleeping is forbidden for me as if it were an offering [konam], thereby prohibiting himself from sleeping; or: Speaking is konam for me; or: Walking is konam for me; or one who says to his wife: Engaging in sexual intercourse with you is konam for me, if he violates the vow he is in violation of the prohibition "He shall not profane his word" (Numbers 30:3).

²⁰ GEMARA: It was stated that with regard to one who says: Sleeping is konam for my eyes today if I will sleep tomorrow, Rav Yehuda said that Rav said: He may not sleep today, lest he sleep tomorrow and thereby cause the vow to have been violated today, retroactively. And Rav Nahman said: He may sleep today, as there is currently no prohibition, and we are not concerned that he will perhaps sleep tomorrow, as he will be careful not to sleep. And Rav Yehuda concedes that in a case where he says: Sleeping is konam for my eyes tomorrow if I sleep today, he may sleep today.

²¹ Sleeping today is not prohibited for him. Rather, it causes sleeping to be prohibited for him tomorrow, because when one is not careful, it is only with regard to a condition. In the former case, sleeping on the second day merely fulfills the condition on which the prohibition was based, causing it to take effect retroactively. Therefore, there is concern that he will not be careful and retroactively cause a violation. However, one is careful with regard to a prohibition. In the latter case, sleeping on the second day is directly prohibited. Therefore, there is no concern that he will violate the prohibition.

²² The Gemara raises a difficulty with regard to the opinion of Rav Yehuda: We learned in the mishna that one who says: Sleeping is konam for me, or: Walking is konam for me, or: Speaking is konam for me, may not violate his vow. What are the circumstances? If we say that the wording of the vow is precisely as the mishna teaches, is the vow: Sleeping is konam for me, a valid vow? But didn't we learn in a baraita: There is stringency with regard to oaths vis-à-vis vows, in that oaths apply to something that has actual substance and to something that does not have actual substance, which is not the case with regard to vows. And sleep is something that does not have actual substance, so how can a vow apply to sleep? Rather, the mishna must be referring to a case where he said: Sleeping is konam for my eyes.

²³ The Gemara questions this interpretation: And if he did not give a measurement to the prohibition created by the vow, but rather prohibited himself from sleeping for an unlimited period of time, do we let him be until he inevitably transgresses the prohibition: He shall not profane, by falling asleep? But didn't Rabbi Yoḥanan say that if one says: I hereby take an oath that I will not sleep for three days, the court flogs him for taking an oath in vain, and he may sleep immediately, as he is incapable of fulfilling his oath? Here too, if the prohibition has no time frame, the vow should not take effect.

²⁴ Rather, the mishna must be referring to a case where one said: Sleeping is konam to my eyes tomorrow if I sleep today. The mishna rules that he may not sleep today, lest he transgress the prohibition of: He shall not profane, by sleeping tomorrow. However, didn't you say that with regard to this vow it is agreed that he may sleep today, as one is careful with regard to any direct prohibition and will not violate the vow tomorrow? If so, why is it prohibited for him to sleep today?

²⁵ Rather, it is obvious that the mishna is referring to a case where one said: Sleeping is konam to my eyes today if I sleep tomorrow. The Gemara asks: And if he does not sleep today, when he sleeps tomorrow, what transgression of: He shall not profane his word, is there? Rather, is it not with regard to a case where he slept on the first day, and therefore the mishna warns him not to sleep on the second day lest he transgress the prohibition retroactively? Apparently, there is a situation in which he sleeps on the first day. And this is a refutation of the opinion of Rav Yehuda that he may not sleep today lest he sleep tomorrow as well, thereby violating the prohibition.

²⁶ The Gemara answers: When the mishna teaches that he may not sleep tomorrow, it does not mean that today he may sleep ab initio. Rather, it means that if he did sleep today he must be careful not to sleep tomorrow.

²⁷ Ravina said a different answer: Actually, the mishna may be interpreted as it teaches, i.e., sleeping is konam for me. The vow does not take effect, as sleep does not have actual substance. And if so, what is the reason the mishna states that if he sleeps he is in violation of the prohibition: He shall not profane? He transgresses the prohibition by rabbinic law. Although the vow does not take effect by Torah law, the Sages prohibited him from breaking his word.

²⁸ The Gemara asks: But is there a prohibition of: He shall not profane, by rabbinic law? The Gemara answers: Yes, and it is taught in a baraita: With regard to matters that are permitted, but others are accustomed to observe a prohibition with regard to them, you may not permit these matters before those people, as it is stated: “He shall not profane his word” (Numbers 30:3). If they contravene their custom they are in violation of the prohibition: He shall not profane his word, by rabbinic law, as that is similar to violating a vow.

²⁹ The Gemara attempts again to raise a difficulty with regard to Rav Yehuda’s opinion. We learned in a mishna (57a) that if a man said to his wife: Deriving benefit from me until Passover is *konam* for you if you go to your father’s house until the following festival of Sukkot, then, if she went to her father’s house before Passover, she is prohibited from deriving benefit from him until Passover, as she violated the condition, thereby enabling the vow to take effect.

³⁰ The Gemara infers: Only if she went before Passover is it prohibited for her to derive benefit from him. However, if she did not go, she is not prohibited from deriving benefit from him. Apparently, even though she can transgress the condition retroactively until Sukkot by going to her father’s house, there is no concern that she will do so. This is difficult according to Rav Yehuda, who prohibits transgression of a conditional vow that may take effect retroactively.

³¹ Rabbi Abba said that the baraita can be interpreted as follows: If she went before Passover, she is prohibited from deriving benefit from him, and if she does so she is flogged. If she did not go before Passover, it is merely prohibited for her to derive benefit from him, lest she violate the condition and cause the vow to take effect retroactively. However, she is not liable to be flogged for it, as the vow has not yet taken effect.

³² The Gemara counters: Say the latter clause of that mishna, which states that if she goes to her father’s house after Passover she is in violation of: He shall not profane his word. And if the mishna is referring to a case where she did not derive benefit from him before Passover, is there a transgression of: He shall not profane? Clearly the vow was not violated. Rather, it is obvious that she derived benefit from him before Passover, and therefore if she goes to her father’s house between Passover and Sukkot she violates the vow retroactively. Apparently, she may derive benefit from him, even though she can subsequently violate the vow by transgressing the condition.

³³ And this is a conclusive refutation of the opinion of Rav Yehuda.

³⁴ The Gemara answers: When the mishna teaches this, it does not mean that before she went she was permitted to derive benefit from him *ab initio*. Rather, it means that if she derived benefit from him after the fact, she is in violation of: He shall not profane his word.

³⁵ We learn further on (57b) that if the husband said to his wife: Deriving benefit from me until the festival of Sukkot is *konam* for you if you go to your father’s house until Passover, then, if she went before Passover, she is prohibited from deriving benefit from him until the festival of Sukkot, as the vow took effect, and she is permitted to go to her father’s house after Passover.

³⁶ The Gemara infers: Only if she went before Passover is it prohibited for her to derive benefit from him. However, if she did not go it is not prohibited for her to do so. She may derive benefit from him, and there is no concern that she will subsequently go to her father’s house, transgressing the prohibition. This is difficult according to the opinion of Rav Yehuda that one may not perform an action that will be rendered retroactively a violation of a vow if the condition is met.

³⁷ Rava said: The same is true, that even if she did not go, she is prohibited from deriving benefit from him. The difference is that if she went it is not only prohibited for her to derive benefit from him, but if she does so she is flogged; whereas if she did not go, it is merely prohibited for her to derive benefit from him, lest she violate the vow by going to her father's house before Passover.

³⁸ The Gemara raises an objection to the opinion of Rav Yehuda: It is taught in a baraita that if one said: This loaf is forbidden to me today if I go to such and such a place tomorrow, then if he ate the loaf today, he is subject to the prohibition that he shall not go tomorrow. Apparently, he may eat it today, as there is no concern that he will go tomorrow.

³⁹ The Gemara answers: Where is the contradiction? Does the baraita teach that he may eat the loaf *ab initio*? It teaches only that he ate, i.e., that once he ate, he is subject to the prohibition that he shall not go.

⁴⁰ It is further taught in the baraita: If he went the next day, he is in violation of: He shall not profane his word. The Gemara infers from the fact that the baraita is referring only to a case in which he went after the fact, that he may not go *ab initio*. This indicates that he is permitted to eat the loaf, thereby prohibiting himself from going the next day. This accords with the opinion of Rav Nahman that one may cause a vow to take effect by fulfilling its condition, and it poses a difficulty to the opinion of Rav Yehuda.

⁴¹ The Gemara answers: Rav Yehuda could have said to you that the same is true, that the baraita could have taught that he may go. However, since the first clause teaches the halakha where he ate the loaf after the fact, as it cannot teach that he may eat it according to Rav Yehuda, who holds that it is prohibited for him to eat it *ab initio*, the latter clause also teaches the halakha in the case where he went, and does not teach that he may go, to maintain a uniform style. In conclusion, neither opinion is refuted.

⁴² § It is taught in the mishna that with regard to one who says to his wife: Engaging in sexual intercourse with you is *konam* for me, if he violates the vow he is in violation of the prohibition: He shall not profane his word. The Gemara asks: How can one render prohibited engaging in sexual intercourse with his wife? But isn't he duty bound by Torah law to engage in sexual intercourse with her, as it is written: "Her food, her clothing, and her conjugal rights he may not diminish" (Exodus 21:10)?

⁴³ The Gemara answers: The vow does not take effect if it is formulated as cited. Rather, the mishna is referring to a case where he says: The pleasure I derive from engaging in sexual intercourse with you is forbidden to me, and sexual intercourse is therefore not amenable to him. Since he is not obligated to experience the pleasure he derives from sexual intercourse with her, he can prohibit himself from experiencing this pleasure. In this manner he can render their sexual intercourse forbidden by means of a vow.

⁴⁴ As Rav Kahana said: If a woman vows: Sexual intercourse with me is forbidden to you, the court coerces her to engage in sexual intercourse with him, as she is duty bound to engage in sexual intercourse with him due to his conjugal rights. However, if she vows: The pleasure I derive from engaging in sexual intercourse with you is forbidden to me, it is prohibited for them to engage in sexual intercourse, as she derives pleasure from the sexual intercourse and one may not feed a person that which is forbidden to him.

⁴⁵ MISHNA: If one says: I take an oath that I will not sleep, or: That I will not speak, or: That I will not walk, this activity is prohibited to him. As taught earlier (10a), one of the primary methods of taking a vow is by invoking an offering. The mishna provides several examples where invoking the term korban is not effective. If one says: An offering [korban] that I will not eat of yours, or: This offering [ha korban] that I will eat of yours, or: That which I will not eat of yours is not an offering [la korban], the food is permitted.

⁴⁶ GEMARA: Whose opinion is expressed in the mishna? It is apparently the opinion of Rabbi Meir. As, if it is the opinion of Rabbi Yehuda, there is a contradiction, because he does not differentiate whether one takes a vow by saying: An offering, and he does not differentiate whether he takes a vow by saying: This offering. In both cases the vow does not take effect, as he did not use the phrase: Like an offering. The mishna, by contrast, indicates that only a vow that is phrased: An offering that I will not eat of yours, or: This offering that I will eat of yours, does not take effect. If it is phrased: An offering I will eat of yours, it takes effect, as it indicates that his eating will be like an offering.

⁴⁷ The Gemara continues its analysis: Say the latter clause of the mishna: If he says: That which I will not eat of yours is not an offering, the food is permitted. The Gemara asks: But didn't we learn in a mishna (13a) that if one said: That which I will not eat of yours will be for an offering [lekurban], Rabbi Meir forbids the food to him? And Rabbi Abba said that it is rendered as one who says: Your food will be to me for an offering; therefore, I will not eat of yours. The mishna appears to be incompatible with the opinion of Rabbi Meir as well.

⁴⁸ The Gemara answers that this is not difficult. That mishna is referring to one who said: For an offering [lekurban], and the vow therefore takes effect. This mishna is referring to one who said: Not for an offering [la lekurban], where he is saying that it should not be an offering, and therefore the vow does not take effect.

⁴⁹ MISHNA: If one says: An oath that I will not eat of yours, or: This is an oath that I will eat of yours [she'okhal lekha], or: Not an oath that I will not eat of yours, the food is forbidden.

⁵⁰ GEMARA: By inference from the mishna, it may be derived that the statement: This is an oath that I will eat of yours, indicates that I will not eat. And the Gemara raises a contradiction from a mishna (Shevuot 19b): There are two basic types of oaths that are in fact four: An oath that I will eat, and: That I will not eat; an oath that I ate, and: That I did not eat. From the fact that the mishna states: That I will eat, in contradistinction to: That I will not eat; that I ate, and in contradistinction: That I did not eat, it may be derived by inference that an oath that I will eat of yours [she'okhal lekha] indicates: An oath that I will eat. This contradicts our mishna.

⁵¹ Abaye said: The phrase: That I will eat [she'okhal], indicates two expressions, depending on the context in which it is used. How so? If they were importuning [mesarevin] him to eat, and he said: I will eat, I will eat, and he furthermore said: An oath that I will eat [she'okhal], it indicates: That I will eat. However, if he said: I will not eat, I will not eat, and he furthermore said: An oath that I will eat [she'okhal], he is saying: That I will not eat. The oath is intended to reinforce his refusal to eat.

⁵² Rav Ashi said that the phrase: That I will eat [she'okhal], cited in the mishna with regard to an oath, is actually saying that he said: That I will not eat [she'i okhal]. The Gemara asks: If so, the prohibition is obvious, as he explicitly took an oath not to eat. What is the purpose of stating this halakha? The Gemara answers: Lest you say that he blundered in properly upholding the wording,

i.e., he mispronounced the vow, as his intention was to say: An oath that I will eat [she'okhal], the mishna teaches us that he meant that he will not eat.

⁵³ Abaye did not state the reason for the ruling of the mishna that was stated by Rav Ashi, as the mishna does not teach the case of: That I will not eat [she'i okhal]. Rather, it teaches the case of that I will eat [she'okhal].

⁵⁴ And Rav Ashi turned away [nadei] from the reason that Abaye stated, because he held that the phrase: That I will not eat, also indicates two expressions, depending on the context. For example, if they were importuning him to eat and he said: I will not eat, I will not eat, and subsequently he also said: An oath, then, in this case, whether the wording of the oath was: That I will eat, or: That I will not eat, this expression indicates that he is saying: I will eat. The statement: An oath that I will not eat, should be interpreted rhetorically in this context: Did I take an oath that I will not eat? Certainly I did not, as I will eat.

⁵⁵ And there is also a way to interpret the expression: An oath that I will not eat, as indicating its straightforward meaning, i.e., that he is saying: An oath that I will not eat. Therefore, the mishna cannot be interpreted in this manner. Rather, the tanna in tractate Shevuot clearly established a principle: That I will eat, indicates that I will eat, and: That I will not eat, indicates I will not eat. Therefore, the correct version of the mishna must be: That I will not eat [she'i okhal].

⁵⁶ MISHNA: This rule, that oaths can render actions, which do not have actual substance, either prohibited or obligatory, is a stringency of oaths vis-à-vis vows, which do not take effect with regard to matters that do not have actual substance. And there is also a stringency of vows vis-à-vis oaths. How so? With regard to one who said: Making a sukka is konam for me, or: Taking a lulav is konam for me, or: Donning phylacteries is konam for me, in the case of vows, the items are rendered forbidden, and he may not perform the mitzva until the vow is dissolved. However, in the case of similar oaths, these items are permitted, as one cannot take an oath to transgress the mitzvot.

⁵⁷ GEMARA: It is stated in the mishna: This is a stringency of oaths vis-à-vis vows. The Gemara presumes that the mishna is referring to the distinction stated in previous mishnayot between saying: An offering that I will not eat of yours, and saying: An oath that I will not eat of yours. The Gemara asks: Should it be derived by inference that the statement: An offering that I will not eat of yours, is a valid vow by rabbinic law, and it is merely less stringent than the corresponding oath, which takes effect by Torah law? But doesn't the mishna teach that it is permitted for him to eat, implying that the vow does not take effect at all?

⁵⁸ The Gemara answers: This is taught with regard to the latter clause of the other section. As opposed to a vow that is taken with regard to a matter that does not have actual substance, which takes effect only by rabbinic law, as articulated in the mishna (14b) and Gemara (15a), the subsequent mishna (15b) teaches that if someone says: An oath that I will not sleep, or: That I will not speak, or: That I will not walk, this activity is forbidden to him. It is concerning this contrast that the mishna says: This is a stringency of oaths vis-à-vis vows.

⁵⁹ § It is stated in the mishna that there is a stringency of vows vis-à-vis oaths. How so? Whereas a vow can override a mitzva, an oath cannot. Rav Kahana teaches that Rav Giddel said that Rav said, and Rav Tavyumei teaches the same statement with a different attribution, i.e., Rav Giddel said that Shmuel said: From where is it derived that one cannot take an oath to transgress the mitzvot? The verse states: "He shall not profane his word" (Numbers 30:3). It is inferred that his word, i.e., the

prohibition he accepted upon himself, he shall not profane. However, he may profane it for the desires of Heaven. If he took an oath to act against the will of God, the oath does not take effect.

⁶⁰ The Gemara asks: What is different about a vow that enables it to override mitzvot? Granted, as it is written in the Torah: “When a man takes a vow to the Lord...he shall not profane his word” (Numbers 30:3), which indicates that even with regard to matters that pertain to the Lord, i.e., mitzvot, one shall not profane his word, as the vow takes effect. However, with regard to an oath it is also written in the same verse: “Or swears an oath” to God, “he shall not profane his word.”

⁶¹ Abaye said: The distinction is not between oaths and vows per se, but rather between the phraseology in each case. How so? This case, in which the prohibition overrides the mitzva, is referring to one who said: The benefit derived from a sukka is hereby forbidden to me. Since the vow renders the sukka a forbidden object, it takes effect and overrides the mitzva, as one may not be fed what is forbidden to him, even if it is forbidden only to him. By contrast, that case, in which the prohibition does not take effect, is referring to one who said: I hereby take an oath that I will not derive benefit from the sukka. The oath does not take effect, as one is not entitled to take an oath to abstain from an act that he is obligated to perform.

⁶² Rava said in objection to the explanation of Abaye: But were mitzvot given for the purpose of deriving benefit? The performance of mitzvot is not considered benefit. Why then would performance of the mitzva with the sukka be considered deriving benefit? Rather, Rava said a different explanation: This case is referring to one who said: Dwelling in a sukka is hereby prohibited to me, and that case is referring to one who said: I hereby take an oath that I will not dwell in a sukka.

⁶³ § The Gemara asks: And is the principle that one cannot take an oath to transgress the mitzvot derived from here, i.e., the above verse? It is derived from there, i.e., another verse, as it is taught in a baraita: One might have thought that if one takes an oath to nullify a mitzva and does not nullify it, one might have thought that he will be liable for violating an oath on a statement.

⁶⁴ However, the verse states: “Or if anyone swears clearly with his lips to do evil, or to do good” (Leviticus 5:4). From the juxtaposition of evil and good it is derived that just as the doing of good, which is interpreted as obligating himself to take a positive action, is referring to a permitted activity, e.g., to eat, so too, the doing of evil, which is interpreted as prohibiting himself from something, refers only to that which is permitted, e.g., not to eat. This excludes one who takes an oath to nullify a mitzva and does not nullify it; he is not liable for violating the oath, as the permission to nullify it is not in his power.

⁶⁵ The Gemara answers that both verses are necessary. One verse: “To do evil or to do good,” which is stated in the context of the halakhot of offerings, is necessary to exempt him from bringing an offering for violating an oath, and one verse: “He shall not profane,” is necessary to exempt him from the prohibition for violating an oath.

⁶⁶ MISHNA: There is a vow within a vow. It is possible to impose an additional prohibition, by means of a vow, on an item that is already forbidden by means of a vow. But there is no oath within an oath. If one takes an oath twice with regard to the same action, the second oath does not take effect. How so? If one said: I am hereby a nazirite if I eat, and then repeated: I am hereby a nazirite if I eat, and then he ate, he is obligated to observe naziriteship for thirty days for each and every one of the vows, as both vows took effect. However, if he said: I hereby take an oath that I will not eat, and

repeated: I hereby take an oath that I will not eat, and then he ate, he is liable to bring an offering for only one violation of an oath.

⁶⁷ GEMARA: Rav Huna said: They taught that there is a vow within a vow only where he said: I am hereby a nazirite today, and then he said: I am hereby a nazirite tomorrow. As since an additional day of naziriteship is added by the second vow, an additional thirty-day obligation of naziriteship takes effect upon the first term of naziriteship. However, if he said: I am hereby a nazirite today, and then repeated: I am hereby a nazirite today, a vow of naziriteship does not take effect upon a previous vow of naziriteship, and he must observe only one term of naziriteship. And Shmuel said that even if he said: I am hereby a nazirite today, I am hereby a nazirite today, a second vow of naziriteship takes effect with regard to him, as one can apply two obligations of naziriteship to himself one after the other.

⁶⁸ The Gemara asks: And according to Rav Huna, instead of teaching that there is no oath within an oath, drawing a distinction between a vow and an oath, let the mishna teach a narrower distinction between different vows, stating that there is a case of a vow within a vow, and there is a case in which there is not a vow within a vow. How so? If one says: I am hereby a nazirite today, I am hereby a nazirite tomorrow, in this case there is a vow within a vow. However, if one says: I am hereby a nazirite today, and then again says: I am hereby a nazirite today,

⁶⁹ in this case there is no vow within a vow. The Gemara concludes: This question is difficult, although it is not a conclusive refutation.

⁷⁰ The Gemara raises several problems with the opinion of Rav Huna. We learned in the mishna: There is a vow within a vow, but there is no oath within an oath. What are the circumstances? If we say that the case of a vow within a vow is where one said: I am hereby a nazirite today, I am hereby a nazirite tomorrow, that in the corresponding situation with regard to an oath within an oath, which will not take effect, is where one said: I hereby take an oath that I will not eat figs, and he then said: I hereby take an oath that I will not eat grapes, i.e., he took two separate oaths; if so, why does an additional oath not take effect where an oath was already made? It ought to take effect, as the second oath is not connected to the first one.

⁷¹ Rather, what are the circumstances in which a second oath does not take effect after an oath was already made? For example, where one said: I hereby take an oath that I will not eat figs, and he again said: I hereby take an oath that I will not eat figs. In the corresponding situation with regard to naziriteship, what are the circumstances? It must be a case where one said: I am hereby a nazirite today, I am hereby a nazirite today; and the mishna teaches that in this case there is a vow within a vow. This poses a difficulty to the opinion of Rav Huna, who holds that in this case the second vow does not take effect.

⁷² The Gemara answers that Rav Huna could have said to you that the mishna is referring to a case where one said: I am hereby a nazirite today, I am hereby a nazirite tomorrow; that in the corresponding situation with regard to an oath where one said: I hereby take an oath that I will not eat figs, and then said: I hereby take an oath that I will not eat figs and grapes, the second oath does not take effect, as he had already taken an oath with regard to part of its content.

⁷³ The Gemara asks: But didn't Rabba say that if one said: I hereby take an oath that I will not eat figs, and then said: I hereby take an oath that I will not eat figs and grapes, and he subsequently ate figs, violating the oath, and he then set aside an offering for the violation of an oath on a statement,

and he then ate grapes, in this case the grapes that he ate are only a half-measure of the second oath. The inclusion of both figs and grapes in the oath indicates that his intention was to prohibit himself from eating both. Since he already set aside an offering for eating the figs, he is now considered as having eaten only grapes and as having violated only half of the oath. And therefore he is not liable to bring an offering for violating the second oath, as one does not bring an offering for a half-measure.

⁷⁴ The fact that he is exempt from bringing an offering merely because he ate a half-measure indicates that the second oath took effect. Apparently, where one said: I hereby take an oath that I will not eat figs, and then said: I hereby take an oath that I will not eat figs and grapes, since the second oath can take effect with regard to grapes, as grapes were not included in the first oath, it takes effect with regard to figs as well. This poses a problem according to the opinion of Rav Huna, who would explain the mishna as teaching that the second oath in this case does not take effect at all. The Gemara answers: This is not a problem. Rav Huna does not hold in accordance with the opinion of Rabba, as Rabba was an amora and Rav Huna's student.

⁷⁵ The Gemara raises an objection from a baraita: In the case of one who took two vows of naziriteship, counted the thirty days of the first term of naziriteship and set aside an offering at the end of its term, and then requested from a halakhic authority for dissolution of the vow before the offering was sacrificed, thereby rendering the offering unnecessary, the second term of naziriteship is counted for him instead of the first. He is considered as having fulfilled the second term of naziriteship during the period in which he observed the first one. Therefore, the offering that he set aside counts for the second term of naziriteship.

⁷⁶ What are the circumstances? If we say that it is a case where he said: I am hereby a nazirite today, I am hereby a nazirite tomorrow, why is the second term of naziriteship counted for him instead of the first? Isn't there an additional day in the second term of naziriteship that he has not yet observed, as the second thirty day term commences the day after the first thirty day period had commenced? How, then, is it possible that the second obligation was fulfilled through his observance of the first one? Rather, it is obvious that it is a case where he said: I am hereby a nazirite today, I am hereby a nazirite today,

⁷⁷ and this is a conclusive refutation of the statement of Rav Huna.

⁷⁸ The Gemara answers: No, actually the case is where he said: I am hereby a nazirite today, I am hereby a nazirite tomorrow. And what is the meaning of the statement: The second term of naziriteship is counted for him instead of the first? It is counted except for that additional day, which he still must observe. Alternatively, it may be a case where he accepted upon himself two periods of naziriteship simultaneously, i.e., he said: I am hereby a nazirite twice. Therefore, when the vow with regard to the first term of naziriteship is dissolved, the days he observed count entirely for his second term.

⁷⁹ Rav Hamnuna raised an additional objection against the opinion of Rav Huna from a baraita. It is stated in the verse: "A nazirite, to consecrate [nazir lehazzir]" (Numbers 6:2). From the use of similar, repetitive wording in the verse here it is derived that naziriteship takes effect upon a prior vow of naziriteship. As one might have thought that it could be derived through an a fortiori inference that naziriteship does not take effect, as follows: And just as with regard to an oath, which is more stringent, an oath does not take effect upon a prior oath, with regard to naziriteship, which is

more lenient, all the more so is it not clear that it does not take effect where a vow of naziriteship was already in effect? Therefore, the verse states: “Nazir lehazzir.” From here it is derived that naziriteship takes effect upon a prior vow of naziriteship.

⁸⁰ What are the circumstances? If we say it is a case where one said: I am hereby a nazirite today, I am hereby a nazirite tomorrow, does that case require proof from a verse that it takes effect? It is obvious that the second vow of naziriteship takes effect at least on the additional day. And as the minimum term of naziriteship is thirty days, an additional thirty days must be observed. Rather, is it not a case where one said: I am a nazirite today, I am a nazirite today? And the baraita teaches that in this case as well, naziriteship takes effect upon a prior vow of naziriteship, contrary to the opinion of Rav Huna.

⁸¹ The Gemara answers: That is not the case. Rather, with what are we dealing here? We are dealing with a case where he accepted upon himself two terms of naziriteship simultaneously. The baraita teaches that he must observe two terms of naziriteship and bring a separate offering for each.

⁸² The baraita stated that an oath is more stringent than a vow. The Gemara asks: And what is the stringency of an oath vis-à-vis a vow, such as a vow of naziriteship? If we say the baraita posits this because an oath, unlike a vow, takes effect even with regard to a matter that has no actual substance, there is a counterargument that a vow also has stringency vis-à-vis an oath, in that it, unlike an oath, takes effect with regard to a mitzva just as it does with regard to a matter that is permitted. Rather, oaths are more stringent because it is written with regard to an oath: “The Lord will not hold guiltless he who takes His name in vain” (Exodus 20:6).

⁸³ § It is taught in the mishna that if one said: I hereby take an oath that I will not eat, I hereby take an oath that I will not eat, and he then ate, he is liable to bring an offering for only one violation of an oath. Rava said: If he requested and received dissolution from a halakhic authority for the first oath, the second oath takes effect upon him. From where is this derived? From the fact that it is not taught in the mishna that there is only one, i.e., it is as though he took only one oath as the oaths are identical. Rather, it is taught that he is liable for only one. Evidently, he is not liable for the second oath only because it does not have a span of time in which to take effect, as he is already under oath not to eat. However, when he requests dissolution of the other oath, i.e. the first oath, the second oath has a span of time in which to take effect, and takes effect.

⁸⁴ Another version of Rava’s proof from the mishna is that it may be inferred from the statement: He is liable for only one, that although there is no liability to bring an offering for violating the second oath, there is an effective oath. But if there is no liability, then with regard to what halakha is it effective? Certainly it is effective with regard to the statement of Rava, as Rava said: If he requested and received dissolution from a halakhic authority for the first oath, the second is counted for him in its place.

⁸⁵ The Gemara proposes: Let us say that the following mishna (Shevuot 27b) supports his opinion: In the case of one who took two vows of naziriteship, and counted the first term, and set aside an offering, and requested and received dissolution from a halakhic authority for the first oath, the second term counts for him instead of the first. Evidently, although initially the second term of naziriteship did not have a span of time in which to take effect, it was not completely void. Therefore, when the first vow was dissolved, the second one immediately took its place. It may be proved from here that this is true with regard to oaths as well.

⁸⁶ The Gemara refutes this proof: That mishna may be referring to a case where he accepted upon himself two terms of naziriteship simultaneously. Since two terms cannot be observed concurrently, when he accepts two terms simultaneously, the halakha is that the second term commences immediately following the close of the first, which immediately took effect upon sequential periods of time. However, when one takes an oath prohibiting himself from a matter that is already prohibited by an oath in the same period of time, the second oath may not take effect at all.

⁸⁷ MISHNA: Unspecified vows are treated stringently, but their specification, if specification is necessary, is treated leniently. How so? If one said: This item is prohibited to me like salted meat, or: This item is prohibited to me like the wine used for libations, if he vowed in reference to meat or libations of a peace-offering, i.e., if he claimed that his intention was that the item will be forbidden to him like the salted meat of an offering, or like wine that is used for libations on the altar, it is forbidden, as he associated the item of the vow with an item forbidden by means of a vow, i.e., the offering.

⁸⁸ If he claims that he vowed in reference to meat or libations of idol worship, i.e., that the item will be like the salted meat of an offering for an idol, or like wine that is used for libations as idol worship, it is permitted, as the item of the vow was associated with an item forbidden by the Torah. By enabling the one who took the vow to later clarify his intent, the vow is treated leniently. And if the vow was without specification, i.e., the one who took the vow did not specify whether his intention was to associate the item with an offering for Heaven or to associate the item with idol worship, it is forbidden.

⁸⁹ Similarly, if one said: This item is hereby forbidden to me like an item dedicated to the Temple, if his intention was that it would be like a dedication to Heaven, which is a form of consecration, it is forbidden. And if his intention was that it would be like a dedication to priests, whereby one pledges his asset as a gift to priests, it is permitted, as this type of gift is not forbidden at all. And if he said it without specification, it is forbidden.

⁹⁰ Likewise, if he said: This item is hereby forbidden to me like tithes, if he took a vow with the intention that it would be like the animal tithe, it is forbidden, as the item of the vow was associated with an item forbidden by a vow. And if his intention was that it will be like the tithe of the granary, i.e., grain that is given to the Levites and has no sanctity, it is permitted. And if he said it without specification, it is forbidden.

⁹¹ Similarly, if he said: This item is hereby forbidden to me like teruma, if he took a vow with the intention that it would be like the collection of the Temple treasury chamber [terumat halishka], which is a tax for the communal offerings, it is forbidden, his vow was associated with an item forbidden by a vow. And if his intention was that it would be like teruma of the granary that is given to the priests, it is permitted, as teruma is not an item forbidden by a vow. And if the vow was taken without specification, it is forbidden. This is the statement of Rabbi Meir.

⁹² Rabbi Yehuda says: Unspecified teruma in Judea is forbidden. However, in the Galilee it is permitted, as the people of the Galilee are unfamiliar with the collection of the chamber. When they say teruma they are referring to the teruma allotted to the priests, which is familiar to them. Conversely, unspecified dedications in Judea are permitted, but in the Galilee they are forbidden, as the people of the Galilee are unfamiliar with dedications allotted to the priests, so when they say dedication they are referring to dedication to Heaven.

⁹³ GEMARA: The Gemara raises a problem with the principle stated in the mishna that unspecified vows are treated stringently. But didn't we learn in a mishna (Taharot 4:12): Uncertainty with regard to naziriteship is treated leniently? And naziriteship is a type of vow.

⁹⁴ Rabbi Zeira said: This is not difficult. That mishna is in accordance with the opinion of Rabbi Eliezer, and this mishna is in accordance with the opinion of the Rabbis, who disagree with him. As it is taught in a baraita: One who consecrates his undomesticated animal and his domesticated animal has consecrated the koy as well, although it is uncertain whether it is an undomesticated or a domesticated animal. Rabbi Eliezer says: He has not consecrated the koy.

⁹⁵ The Rabbis who said that one puts his possessions into a state of uncertainty, and therefore a koy is included in the aforementioned vow, hold that one enters himself into a state of uncertainty as well. Therefore, uncertainty with regard to naziriteship is treated stringently. And Rabbi Eliezer, who said that one does not put his possessions into a state of uncertainty, and therefore the phrase: Undomesticated and domesticated animals, refers only to definitely undomesticated and definitely domesticated animals,

⁹⁶ holds that all the more so, one does not enter himself into uncertainty either. Therefore, uncertainty with regard to naziriteship is treated leniently.

⁹⁷ Abaye said to Rabbi Zeira: In what manner did you establish the mishna that states that uncertainty with regard to naziriteship is treated leniently? You established it in accordance with the opinion of Rabbi Eliezer. Say the latter clause of that mishna: If there is uncertainty with regard to firstborns, whether human firstborns, or animal firstborns, whether non-kosher firstborns, i.e., the firstborn of a donkey, or the firstborn of kosher animals, the burden of proof rests upon the claimant. In other words, the priest cannot take the redemption money from the father of the child, or the animal from its owner, and conversely, if the father or owner mistakenly gave it to a priest, he does not get it back.

⁹⁸ And it is taught in a baraita in that regard: But with regard to shearing and working these uncertain animal firstborns, they are forbidden, just like definite firstborns. This indicates a difference between the monetary issue, with regard to which it is ruled that the animal cannot be taken from the owner by the priest, and the prohibition, which applies despite the uncertainty. Evidently, even the tanna of this mishna does not hold that all uncertainties with regard to consecration are to be treated leniently.

⁹⁹ Rabbi Zeira said to Abaye: This is not difficult. Why do you compare sanctity that emerges by itself, i.e., the sanctity of a firstborn, which results from objective reality and not human intent, to sanctity that emerges by the volition of a person and is dependent on his intention? Only with regard to the latter type of sanctity can it be established that a person does not intend to consecrate an item in an uncertain manner.

¹⁰⁰ Rather, if Rabbi Zeira's answer is difficult, this is what is difficult. It is stated in that same mishna: In the case of liquid with regard to which there is uncertainty whether it became ritually impure through contact with someone who was ritually impure, the halakha is as follows: It is considered impure with regard to its being impure in and of itself, but it is considered pure with regard to its ability to render other items impure. This is the statement of Rabbi Meir. And Rabbi Elazar would also say in accordance with the statements of Rabbi Meir.

¹⁰¹ According to Rabbi Zeira's assertion that the rulings of this mishna with regard to uncertainty are in accordance with the opinion of Rabbi Eliezer, this causes a difficulty: But does Rabbi Eliezer hold that with regard to liquid of uncertain ritual status being impure, it is considered impure?

¹⁰² But isn't it taught in a baraita that Rabbi Eliezer says: By Torah law, impurity does not apply to liquids at all? Know that this is so, as Yosei ben Yo'ezer of Tzereida testified concerning a grasshopper species called eil kamtza that it is kosher, and concerning the liquids of the Temple slaughterhouse that they are pure. Liquids are susceptible to ritual impurity only by rabbinic law, and liquids in the Temple were not included in this decree so as not to cause additional impurity there. Since Rabbi Eliezer holds that by Torah law liquids are not susceptible to impurity, how can it be his opinion that liquids of uncertain ritual status are considered impure?

¹⁰³ The Gemara comments: This works out well according to Shmuel, who said that the meaning of Rabbi Eliezer's ruling that the liquids of the Temple slaughterhouse are pure is that they cannot render other items impure, but they themselves are susceptible to impurity. Accordingly, liquids are susceptible to impurity by Torah law; only their ability to render other items impure is by rabbinic law. The ruling in the mishna that liquid of uncertain ritual status is considered impure is therefore consistent with the opinion of Rabbi Eliezer, and Rabbi Zeira's answer works out well.

¹⁰⁴ However, according to Rav, who said that they are actually pure, i.e., they are not susceptible to impurity, what is there to say? The mishna that is lenient with regard to uncertain naziriteship and stringent with regard to liquid of uncertain ritual status is clearly not in accordance with the opinion of Rabbi Eliezer.

¹⁰⁵ Rather, Rabbi Zeira's answer should be rejected, and the contradiction between the mishna here, which states that unspecified vows should be treated stringently, and the mishna in tractate Teharot, which states that uncertain naziriteship should be treated leniently, should be resolved as follows: That mishna, in Teharot, is in accordance with the opinion of Rabbi Yehuda, and this mishna is in accordance with the opinion of Rabbi Shimon.

¹⁰⁶ As it is taught in a baraita that if someone says: I am hereby a nazirite if there are in this heap of grain one hundred kor, and he went to measure the heap and found that it was stolen or that it was lost and cannot be measured, Rabbi Yehuda permits him to perform actions forbidden to a nazirite, as he holds that this uncertain naziriteship does not take effect. And Rabbi Shimon prohibits him from doing so, as he maintains that it does take effect. This indicates that Rabbi Shimon is of the opinion that uncertain naziriteship is treated stringently.

¹⁰⁷ And the Gemara raises a contradiction between the statement of Rabbi Yehuda and another statement of Rabbi Yehuda. Did Rabbi Yehuda actually say that a person does not enter himself into a state of uncertainty, and therefore as long as the volume of the heap is unknown, naziriteship does not take effect? And the Gemara raises a contradiction from the mishna, where Rabbi Yehuda says: Unspecified teruma in Judea is forbidden but in the Galilee it is permitted, as the people of the Galilee are not familiar with the collection of the chamber. The Gemara infers: The reason it is permitted is that they are not familiar;

¹⁰⁸ but where they are familiar, it is forbidden, even if the person mentioned teruma without specification, and there is still uncertainty with regard to which teruma he was referring.

¹⁰⁹ Rava said that the contradiction can be resolved as follows: With regard to the case of a vow conditioned on the volume of a heap, Rabbi Yehuda holds that wherever uncertainty is more stringent than certainty, one does not enter himself into a state of uncertainty. Uncertain naziriteship is more stringent than definite naziriteship, as while a definite nazirite has a remedy, i.e., at the end of his naziriteship he shaves his hair and brings an offering and it is eaten, one cannot shave his hair for uncertain naziriteship. He cannot bring an offering in case he is not a nazirite, which would render his offering a non-sacred animal in the Temple courtyard. Since he cannot bring an offering he may not shave.

¹¹⁰ Rav Huna bar Yehuda said to Rava: According to your answer, that Rabbi Yehuda holds that he is not a nazirite only because uncertain naziriteship is more stringent than definite naziriteship, if one said: If there are a hundred kor in this heap I am hereby a permanent nazirite, what is the halakha? In this case, uncertainty is apparently not more stringent than certainty, as the naziriteship will never end even if it is definite.

¹¹¹ Rava said to him: Even with regard to a permanent nazirite, his uncertainty is more stringent than certainty with regard to a different halakha: As when the hair of a definite nazirite is too heavy for him he may lighten the hair with a razor and bring the three animal offerings that a nazirite brings when he has completed his term of naziriteship, before continuing to observe naziriteship; whereas in a case of uncertainty he cannot do so. Since it is not certain that he is a nazirite, he cannot bring these offerings and is therefore prohibited from shaving. Therefore, uncertainty is more stringent than certainty with regard to a permanent nazirite as well.

¹¹² Rav Huna further asked him: If one said: If there are one hundred kor in this heap, I am hereby a nazirite like Samson (Judges, chapters 13–16), i.e., he would be like Samson, whose permanent naziriteship could not be dissolved and who had no remedy at all, even by bringing offerings, and therefore could never shave, what is the halakha? Uncertainty is definitely not more stringent than certainty in this case.

¹¹³ Rava said to him: The concept of a nazirite like Samson is not taught. It was not mentioned at all by the Sages, as the naziriteship of Samson could not have been created through a vow. It was a one-time, divine order that cannot be emulated. Rav Huna said to him: But didn't Rav Adda bar Ahava say that the concept of a nazirite like Samson is taught in a baraita, which shows that it takes effect? Rava said to him: If this baraita is taught, it is taught, and I cannot take issue with it. Apparently, Rabbi Yehuda acknowledges that in this case even uncertain naziriteship takes effect.

¹¹⁴ Rav Ashi said a different resolution to the contradiction between the statements of Rabbi Yehuda. That baraita, in which Rabbi Yehuda treats uncertain naziriteship leniently, is the statement of Rabbi Yehuda in the name of Rabbi Tarfon. As it is taught in a baraita: If a number of people wager on the truth of a statement, and they stipulate that whoever is correct will be a nazirite, Rabbi Yehuda says in the name of Rabbi Tarfon: None of them is a nazirite no matter who is correct, because naziriteship was given to take effect only through explicitness of intent. A vow of naziriteship takes effect only if it is taken unconditionally. Therefore, in the case of the heap, since the speaker was uncertain of its volume at the time the vow of naziriteship was taken, the vow does not take effect.

¹¹⁵ The Gemara asks: If so, why is it specifically stated that the heap was stolen or that it was lost? Even if it was still present and measured, the naziriteship would not have taken effect as it was conditioned and was not a clear expression. The Gemara answers: Rather, that detail was established

to convey the far-reaching nature of the opinion of Rabbi Shimon, that even if it is the case that it was stolen or that it was lost and consequently cannot be measured, nevertheless he holds that a person enters himself into uncertainty, and therefore the vow takes effect.

¹¹⁶ § It is stated in the mishna that Rabbi Yehuda says: Unspecified teruma in Judea is forbidden, but in the Galilee it is permitted, as the people of the Galilee are unfamiliar with the collection of the Temple treasury chamber. The Gemara infers: Where they are familiar with the collection of the chamber, it is forbidden. Apparently, uncertainty with regard to vows is treated stringently.

¹¹⁷ However, say the latter clause of the mishna: Unspecified dedications in Judea are permitted, but in the Galilee they are forbidden, because the people of the Galilee are unfamiliar with dedications allotted to the priests. It may be inferred that where they are familiar with dedications allotted to the priests they are permitted, due to the uncertainty. Apparently, uncertainty with regard to vows is treated leniently.

¹¹⁸ Abaye said: The latter clause is the opinion of Rabbi Elazar, son of Rabbi Tzadok, not of Rabbi Yehuda, as it is taught in a baraita: Rabbi Yehuda says that unspecified teruma in Judea is forbidden. Rabbi Elazar, son of Rabbi Tzadok, says that unspecified dedications in the Galilee are forbidden.

¹¹⁹ MISHNA: One who took a vow by associating an item with a dedication [herem], saying: This item is hereby forbidden to me like an item dedicated to the Temple, and then said: I took a vow only with the intention that it would be like a sea net [hermo shel yam] that is used to catch fish; or one who took a vow by associating an item with an offering, and then said: I took a vow only with reference to offerings to kings, i.e., a gift for a king, not an offering to God.

¹²⁰ Or one who said: I am hereby an offering myself [atzmi], and then said: I took a vow only with reference to a bone [etzem] that I set aside for myself to vow with, as atzmi means both myself and my bone, i.e., he set aside a bone so as to pretend to take a vow upon himself; or one who said: Deriving benefit from me is konam for my wife, and then said: I took a vow only with regard to my first wife whom I divorced, not with regard to my current wife.

¹²¹ For all of the above vows, those who took them do not need to request of a halakhic authority to dissolve them, as the speaker interpreted the vows in a manner that caused them not to take effect at all. However, if they requested dissolution, apparently due to their being uncertain of their explanations, the court punishes them and treats them stringently and the vows are not dissolved. This is the statement of Rabbi Meir.

¹²² And the Rabbis say: These vows are not treated stringently. Rather, dissolution is broached with them by suggesting a different extenuation, i.e., the halakhic authority suggests extenuating circumstances that undermine the vow but do not pertain to its wording. And we teach them that they should not take this kind of vow in the future, in order that they will not take vows lightly.

¹²³ GEMARA: This matter is itself difficult. On the one hand, you said they do not need to request to dissolve them, and then it is taught that if they requested dissolution, the court punishes them and treats them stringently, i.e., the vows took effect and the vows are not dissolved.

¹²⁴ Rav Yehuda said that this is what the mishna is teaching: All of these vows do not need a request. However, in what case is this statement said? In the case of a Torah scholar, who knows that these vows do not take effect, and he obviously did not intend for them to take effect in the first place.

However, in the case of an ignoramus who comes to request dissolution of the vow, the court punishes him and treats him stringently.

¹²⁵ The Gemara asks: Granted, the court treats him stringently in that the halakhic authorities do not broach dissolution with him merely by means of regret; rather, extenuating circumstances must be found. However, what are the circumstances in which the court punishes him?

¹²⁶ The Gemara answers that the circumstances are as it is taught in a baraita: With regard to one who vowed to be a nazirite and violated his naziriteship, the halakhic authority does not attend to him to dissolve his vow until he observes the prohibitions of naziriteship for the same number of days in which he behaved with permissiveness concerning the restrictions of a nazirite. This is the statement of Rabbi Yehuda. Rabbi Yosei said: In what case is this statement, that he must observe naziriteship for a period of time corresponding to his vow, said? It is said in the case of a short term of naziriteship, which is not longer than the minimum thirty days. However, in the case of a long term of naziriteship it is enough for him to observe it for thirty days, even if he violated it for a greater number of days. This explains the punishment mentioned in the mishna: An ignoramus who requests the dissolution of his vow must first observe the vow for a certain period of time.

¹²⁷ Rav Yosef said: Since the Sages say that the halakhic authority does not attend to him, a court that does attend to him and dissolves his vow immediately is not acting properly. Rav Aḥa bar Yaakov says: A halakhic authority who dissolves the vow prematurely is excommunicated.

¹²⁸ § It is stated in the mishna that the Rabbis say: Dissolution is broached with him by suggesting a different extenuation, and he is taught not to take this kind of vow so that he will not take vows lightly. It is taught in a baraita: Never be accustomed to taking vows, because ultimately you will disregard them, and you will even abuse oaths, which are more grave. And do not regularly be around an ignoramus, because ultimately he will feed you untithed produce, as he is not careful to tithe. Do not regularly be by an ignorant priest, because ultimately he will feed you teruma due to his close relationship with you, and teruma is forbidden to a non-priest. And do not talk extensively with a woman, because ultimately you will come to adultery.

¹²⁹ Rabbi Aḥa, son of Rabbi Yoshiya, says: Anyone who watches women will ultimately come to sin, and anyone who looks at the heel of a woman will have indecent children as a punishment. Rav Yosef said: And this relates to all women, including his wife when she has the status of a menstruating woman. Rabbi Shimon ben Lakish said: The heel of a woman that is mentioned is not the heel of the foot, but the place of uncleanness, i.e., the genitalia, and it is called a heel as a euphemism, as it is situated opposite the heel.

¹³⁰ § It is taught in a baraita: “That His fear may be upon your faces” (Exodus 20:17); this is referring to shame, as shame causes one to blush. “That you not sin” (Exodus 20:17) teaches that shame leads to fear of sin. From here the Sages said: It is a good sign in a person that he is one who experiences shame. Others say: Any person who experiences shame will not quickly sin, and conversely, one who does not have the capacity to be shamefaced, it is known that his forefathers did not stand at Mount Sinai.

¹³¹ § Rabbi Yoḥanan ben Dehavai said: The ministering angels told me four matters: For what reason do lame people come into existence? It is because their fathers overturn their tables, i.e., they engage in sexual intercourse in an atypical way. For what reason do mute people come into existence? It is because their fathers kiss that place of nakedness. For what reason do deaf people come into

existence? It is because their parents converse while engaging in sexual intercourse. For what reason do blind people come into existence? It is because their fathers stare at that place.

¹³² And the Gemara raises a contradiction: Imma Shalom, the wife of Rabbi Eliezer ben Hyrcanus, was asked: For what reason

¹³³ are your children so beautiful? She said to them: My husband does not converse with me while engaging in sexual intercourse, neither at the beginning of the night nor at the end of the night, but rather at midnight. And when he converses with me while engaging in sexual intercourse, he reveals a handbreadth of my body and covers a handbreadth, and he covers himself up as though he were being coerced by a demon and is covering himself out of fear.

¹³⁴ And I said to my husband: What is the reason for this behavior? And he said to me: It is so that I will not set my eyes on another woman, i.e., think about another woman; if a man thinks about another woman during sexual intercourse with his wife, his children consequently come close to receiving a mamzer status, i.e., the nature of their souls is tantamount to that of a mamzer. Therefore I engage in sexual intercourse with you at an hour when there are no people in the street, and in this manner. In any event, it can be seen from her words that a Sage conversed with his wife while engaging in sexual intercourse with her.

¹³⁵ The Gemara answers: This is not difficult. This permission to converse with her is with regard to matters of sexual intercourse, whereas that restriction of conversation is with regard to other matters that are not related to sexual intercourse.

¹³⁶ Rabbi Yoḥanan said: That is the statement of Yoḥanan ben Dehavaï. However, the Rabbis said: The halakha is not in accordance with the opinion of Yoḥanan ben Dehavaï. Rather, whatever a man wishes to do with his wife he may do. He may engage in sexual intercourse with her in any manner that he wishes, and need not concern himself with these restrictions. As an allegory, it is like meat that comes from the butcher. If he wants to eat it with salt, he may eat it that way. If he wants to eat it roasted, he may eat it roasted. If he wants to eat it cooked, he may eat it cooked. If he wants to eat it boiled, he may eat it boiled. And likewise with regard to fish that come from the fisherman.

¹³⁷ Ameimar said: Who are the ministering angels that Rabbi Yoḥanan ben Dehavaï mentioned? He was referring to the Sages, for whom he employed the honorary title: Ministering angels. Because if you say that he was referring to actual ministering angels, why did Rabbi Yoḥanan say that the halakha is not in accordance with the opinion of Yoḥanan ben Dehavaï? The ministering angels are more knowledgeable about the forming of the fetus than people are. Clearly, if the ministering angels were the source for the ruling of Rabbi Yoḥanan ben Dehavaï it would have been imperative to heed his instructions. And why are the Sages called ministering angels? Because they stand out like ministering angels, as they are recognized by their clothing.

¹³⁸ The Gemara relates: A certain woman, who came before Rabbi Yehuda HaNasi to complain about her husband, said to him: My teacher, I set him a table, using a euphemism to say that she lay before him during intimacy, and he turned it over. Rabbi Yehuda HaNasi said to her: My daughter, the Torah permitted him to engage in sexual intercourse with you even in an atypical manner, and what can I do for you if he does so? Similarly, a certain woman who came before Rav said to him: My teacher, I set a table for him and he turned it over. He said to her: In what way is this case different from a fish [binnita] that one may eat any way he wishes?

¹³⁹ § The verse states: “And that you not go about after your own heart” (Numbers 15:39). Rabbi Yehuda HaNasi said that it is derived from here that a man should not drink from this cup while setting his eyes on another cup, i.e., one should not engage in sexual intercourse with one woman while thinking about another woman. Ravina said: This statement is not necessary with regard to an unrelated woman. Rather, it is necessary only to state that even with regard to his own two wives, he should not engage in sexual intercourse with one while thinking about the other.

¹⁴⁰ The verse states: “And I will purge out from among you the rebels, and those that transgress against Me” (Ezekiel 20:38). Rabbi Levi said: These are children of those who have nine traits, who are defective from their conception and from whom rebels and transgressors emerge. The mnemonic for these nine traits is children of the acronym aleph, samekh, nun, tav, mem, shin, gimmel, ayin, het.

¹⁴¹ The children of nine traits are as follows: Children of fear [eima], i.e., where the wife was afraid of her husband and engaged in sexual intercourse with him out of fear; children of a woman who was raped [anusa]; children of a hated woman [senua], i.e., a woman who was hated by her husband; children of ostracism [niddui], i.e., one of the parents was ostracized by the court; children of substitution [temura], i.e., while engaging in intercourse with the woman, the man thought that she was another woman; children of strife [meriva], i.e., the parents engaged in intercourse while they were quarreling; children of drunkenness [shikhrut], i.e., the parents engaged in intercourse while they were drunk; children of a woman who was divorced in the heart [gerushat halev], i.e., the husband had already decided to divorce her when they engaged in intercourse; children of mixture [irbuveya], i.e., the man did not know with which woman he was engaging in intercourse; children of a shameless woman [ḥatzufa] who demands of her husband that he engage in intercourse with her.

¹⁴² The Gemara asks: Is that so? But didn’t Rabbi Shmuel bar Naḥmani say that Rabbi Yonatan said: Any man whose wife demands of him that he engage in sexual intercourse with her will have children the likes of whom did not exist even in the generation of Moses our teacher? As it is stated: “Get you wise men, and understanding, and well known from each one of your tribes, and I will make them head over you” (Deuteronomy 1:13); and it is written subsequently: “So I took the heads of your tribes, wise men, and well known” (Deuteronomy 1:15). And it does not say that they were understanding. Evidently, even Moses could not find understanding men in his generation.

¹⁴³ And by contrast, it is written: “Issachar is a large-boned donkey” (Genesis 49:14). The Sages transmitted a tradition that this is an allusion to the incident when Jacob came in from the field riding on a donkey, and Leah went out to greet him, saying: “You must come in to me; for I have hired you with my son’s mandrakes” (Genesis 30:16). Issachar was conceived from their subsequent sexual intercourse. And it is written: “And of the children of Issachar, men that had understanding of the times” (I Chronicles 12:33). The descendants of Issachar were understanding men. It is derived from here that a woman who demands from her husband that he engage in sexual intercourse with her has a positive effect on their children.

¹⁴⁴ The Gemara answers: That baraita is not referring to a woman who demands intercourse explicitly, but rather to one who entices her husband, so that he understands that she wants to engage in sexual intercourse with him. They consequently have excellent children.

Chapter 3

¹ MISHNA: The Sages dissolved four types of vows without the requirement of a request to a halakhic authority: Vows of exhortation, vows of exaggeration, vows that are unintentional, and vows whose fulfillment is impeded by circumstances beyond one's control. The mishna explains: Vows of exhortation are those by which one encourages another using vow terminology that is exaggerated. How so? One was selling an item and said: I will not lower the price for you to less than a sela, as that is konam, forbidden as if it were an offering, for me. And the other one, the buyer, says: I will not raise my payment to you to more than a shekel, as that is konam for me.

² In this case, one may assume that both want to complete the deal at three dinars, and they did not intend to vow but only exaggerated for purposes of bargaining.

³ GEMARA: The mishna states: The Sages dissolved four types of vows. Rabbi Abba bar Memel said to Rabbi Ami: You said to us in the name of Rabbi Yehuda Nesia: Who is the tanna who taught this mishna of four vows? It is the opinion of Rabbi Yehuda, who said in the name of Rabbi Tarfon: With regard to two people who entered into a wager, and each declared that he would become a nazirite if the other was right, then actually neither of them becomes a nazirite, because naziriteship is determined only by explicitness of intent. One cannot become a nazirite unless he vows clearly and with certitude. Here too, since the intent of the wagering parties was not actually to vow, the halakha is that the vow is invalid.

⁴ Rava said: You can even say that the mishna is in accordance with the Rabbis, who disagree with Rabbi Yehuda. Does the mishna teach: Both wanted the price to be three dinars? It teaches: Both want, in the present tense, demonstrating that they would have been satisfied with that price from the outset and never intended to vow, so the vow is not binding.

⁵ Ravina said to Rav Ashi: If the seller said to the buyer in the form of a vow that the price must remain more than a sela, and the other declared in the form of a vow that the price must remain less than a shekel, what is the halakha? Is this a vow, where each stands firmly in his position? Or perhaps this is also merely for encouragement?

⁶ Rav Ashi said to him: We already learned about a similar case: If one was importuning another that he should eat with him and the other refused and said to him: Entering your house is konam for me, or: A drop of cold water is konam for me, and for that reason I will not taste it with you, it is permitted for him to enter his house and drink cold water since he intended it as a vow only for the purpose of eating and drinking a large amount but did not mean literally that he would not drink anything.

⁷ The Gemara asks: And why is this permitted? But he said: A drop of cold water, so how can you say that the vow is only with regard to drinking a large amount? Rather, it must be that a person speaks this way in exaggerated terms but does not mean literally what he says. Here also, in the case of the buyer and seller, a person speaks this way. He exaggerates and does not intend the literal meaning of his words, even though he was quite precise in his wording.

⁸ Ravina said to him:

⁹ Are these cases comparable? Concerning the case of cold water, the righteous say little and do much. Therefore, when the host says to the other: Enter my house and drink a drop of cold water, he

intended to offer him an entire meal. So too, the one who vows is referring to an entire meal and not literally to a drop of water. Therefore, he may drink a bit of cold water in the host's house.

¹⁰ But here it is uncertain. Perhaps when the seller says he will only accept more than a sela, he really intends to accept less than a sela, and when the buyer says he will not pay more than a shekel, he really intends to pay more than a shekel; and this is also an exhortation vow. Or, perhaps he meant specifically what he said, and it is a vow, because he did not intend to compromise on the price. The Gemara concludes: The dilemma remains unresolved.

¹¹ § Rav Yehuda said that Rav Asi said: These four vows that are taught in the mishna still require a request made to a halakhic authority to dissolve them. Rav Yehuda continues: When I said this halakha before Shmuel, he said: The tanna teaches that the Sages dissolved four vows, and you say they require a request made to a halakhic authority?

¹² Rav Yosef taught this halakha in this manner: Rav Yehuda said that Rav Asi said: A halakhic authority is able to dissolve only a vow that is similar to these four vows in that it was not intended to be a vow at all but was simply expressed in the language of a vow. In addition, he can dissolve a vow taken by mistake. The Gemara comments: It can be derived from here that he holds that a halakhic authority does not broach dissolution based on regret. A halakhic authority must search for a factor that, had the one making the vow been aware of it at the time of the vow, he would not have vowed. Simply expressing regret about the vow is an insufficient basis on which to dissolve it.

¹³ The Gemara relates an incident that illustrates a different opinion concerning broaching dissolution based on regret. There was a certain person who came before Rav Huna to request dissolution of a vow. Rav Huna said to him: Is your heart upon you? Do you still have the same desire that you had when you made the vow? He said to him: No. And Rav Huna dissolved the vow for him. Since Rav Huna dissolved the vow based on regret alone, he evidently holds that one may broach dissolution based on regret.

¹⁴ Similarly, there was a certain person who came before Rabba bar Rav Huna to dissolve his vow. Rabba bar Rav Huna said to him: Had there been ten people who could have appeased you at the time you vowed, would you have made the vow? He said to him: No. And he dissolved the vow for him.

¹⁵ It is taught in a baraita that Rabbi Yehuda says: The halakhic authorities who dissolve the vow say to the person who vowed: Is this heart, i.e., this desire, still upon you? If he says no, they dissolve it. Rabbi Yishmael, son of Rabbi Yosei, says in the name of his father: They say to the person who vowed: Had there been ten people who could have appeased you at the time, would you have made the vow? If he says no, they dissolve it.

¹⁶ The Gemara prefaces the next discussion with a mnemonic device: Asi and Elazar, Yoḥanan and Yannai.

¹⁷ The Gemara relates that there was a certain person who came before Rabbi Asi to request dissolution of a vow. Rabbi Asi said to him: Do you have regret? He said to him rhetorically: No, do I not have regret? In other words, certainly I have regret. And he dissolved the vow for him. Similarly, there was a certain person who came before Rabbi Elazar, and Rabbi Elazar said to him: Did you want to vow? Was this really your desire? He said to Rabbi Elazar: If they had not angered me, I would not have wanted anything. He said to him: Let it be like you want, and the vow is

dissolved. In another instance, there was a certain woman who took a vow with regard to her daughter that the daughter may not benefit from her, and she came before Rabbi Yoḥanan to dissolve the vow. He said to her: Had you known that your neighbors would say about your daughter:

¹⁸ Had her mother not seen inappropriate [aziva] matters or behavior in her that should be stopped, she would not have taken a vow with regard to her for nothing; had you known that the neighbors would say that, would you have taken a vow with regard to her? She said to him: No, and he dissolved the vow for her.

¹⁹ The Gemara relates: The son of the daughter of Rabbi Yannai the Elder came before Rabbi Yannai the Elder to dissolve a vow. He said to him: Had you known that when you make a vow they open your record book [pinekas] in heaven and examine your actions, would you have vowed? He said to him: No, and he dissolved the vow for him.

²⁰ Rabbi Abba said: What is the verse from which it is derived that taking a vow leads to one's deeds being examined? It is "And after vows to make inquiry" (Proverbs 20:25). This is interpreted to mean that after one takes a vow, his actions are reviewed in heaven. The Gemara comments: And although Rabbi Yannai broached dissolution with him in this way, we do not broach dissolution in this manner for one who vows, by asking if he regrets it because his actions will be examined in heaven. This is because one might be embarrassed, upon hearing such a question, to say that he does not have regret, and he will claim untruthfully that he is regretful.

²¹ And we also do not broach dissolution in this other way, as Rabba bar bar Ḥana said that Rabbi Yoḥanan said: What type of dissolution did Rabban Gamliel broach for a certain elderly man who had taken a vow and came before him for dissolution? He informed him that it is written: "There is one who speaks like the piercing of a sword, but the tongue of the wise is health" (Proverbs 12:18), which is interpreted to mean: Anyone who verbally expresses the language of a vow, it is appropriate to pierce him with a sword, but he has another option: "The tongue of the wise is health," since the Sages can release him from his vow. Quoting this verse with its interpretation is also not an acceptable method of broaching dissolution.

²² We also do not broach dissolution using this other method, as it is taught in a baraita: Rabbi Natan says: One who vows is considered as if he built a personal altar outside the Temple, which is prohibited, and one who fulfills this vow is considered as if he sacrifices an offering on it. With the first clause, we may broach dissolution by informing the one who vowed that vowing is akin to building an altar outside the Temple, but with regard to the latter clause there is a dispute among the Sages. Abaye said: We do broach dissolution by telling someone that fulfilling a vow is like sacrificing an offering on a forbidden altar, while Rava said: We do not broach dissolution with it.

²³ Rav Kahana taught this halakha in this wording, i.e., the wording that was just cited. However, Rav Tavyumei taught this halakha in this way: With regard to what is written in the last clause, all agree that we do not broach dissolution in this way. With regard to what is written in the first clause, there is a dispute among the Sages. Abaye said: We do broach dissolution in this manner, while Rava said: We do not broach dissolution in this manner either. The Gemara concludes: And the halakha is that we do not broach dissolution using either the language in the first clause or the language in the latter clause.

²⁴ And furthermore, we also do not broach dissolution with this statement of Shmuel, as Shmuel said: With regard to one who vows, although he fulfills it, he is called wicked. Rabbi Abbahu said:

What is the verse from which this is derived? It is “But if you refrain [teḥdal] from vowing there will be no sin in you” (Deuteronomy 23:23), and he derives the word ḥadala here from the word ḥadala elsewhere. It is written here: “But if you refrain [teḥdal] from vowing,” and it is written there: “There the wicked cease [ḥadlu] from troubling” (Job 3:17). The parallel language demonstrates that vowing is an act of the wicked.

²⁵ Rav Yosef said: We, too, learn in the mishna (9a): If one says he vows like the vows of the virtuous, he has not said anything. If he says: Like the vows of the wicked, he has vowed with regard to becoming a nazirite, or with regard to obligating himself in an offering, or with regard to taking an oath. From here it is also apparent that vowing is an act of the wicked.

²⁶ § Apropos the verse “There the wicked cease from troubling,” the Gemara cites a related statement: Rabbi Shmuel bar Naḥmani said that Rabbi Yonatan said: Anyone who gets angry, all kinds of Gehenna rule over him, because anger causes him to transgress all kinds of severe sins, as it is stated: “Therefore remove vexation from your heart and put away evil from your flesh” (Ecclesiastes 11:10), and the evil mentioned is nothing other than Gehenna, as it is stated: “The Lord has made everything for His own purpose and even the wicked for the day of evil” (Proverbs 16:4), which is interpreted to mean that ultimately the day of the evildoer in Gehenna will arrive.

²⁷ And not only that, but also hemorrhoids will control him, as it is stated: “But the Lord shall give you there a trembling heart, and failing of eyes, and languishing of soul” (Deuteronomy 28:65). Which is the matter of sickness that causes failing of the eyes in pain and causes languishing of the soul? You must say this is referring to hemorrhoids.

²⁸ The Gemara relates: Ulla, on his ascent to Eretz Yisrael, had two residents of Ḥozai join him. Because of a brawl between them, one arose and slaughtered the other. The assailant said to Ulla: Did I act properly? He said to him: Yes, and open the place of the slaughter, i.e., cut it more so that he will die faster. When Ulla came before Rabbi Yoḥanan, Ulla said to him: Perhaps, Heaven forbid, I strengthened the hands of sinners by commending him, although I did so merely because I was afraid that he would kill me. He said to him: You saved yourself by doing so, as it is permitted for one to say words like this in order to save his own life.

²⁹ With regard to the narrative itself, Rabbi Yoḥanan wondered: Now, it is written in the passage of curses: “But the Lord shall give you there a trembling heart” (Deuteronomy 28:65) and this is written with regard to Babylonia, because in the exile an individual possesses a trembling and angry heart. How is it possible that in Eretz Yisrael a person can get so angry as to murder another? Ulla said to him: At that moment when the incident occurred

³⁰ we had not yet crossed the Jordan River, and we were still outside of Eretz Yisrael. Therefore, the curse of a heart of anger was relevant.

³¹ Rabba bar Rav Huna said: Anyone who gets angry, at that moment even the Divine Presence is not important to him, as it is stated: “The wicked, in the height of his anger says: He will not require; all his thoughts are: There is no God” (Psalms 10:4). Rabbi Yirmeya of Difti said: Anyone who gets angry forgets his learning and increases foolishness, as it is stated: “For anger rests in the bosom of fools” (Ecclesiastes 7:9), and it is written: “But a fool unfolds folly” (Proverbs 13:16). Rav Naḥman bar Yitzḥak said: With regard to one who gets angry, it is acknowledged that his sins are more numerous than his merits, as it is stated: “And a wrathful man abounds in transgression” (Proverbs 29:22).

³² Rav Adda, son of Rabbi Ḥanina, said: Had Israel not sinned in earlier times they would have been given the five books of the Torah and the book of Joshua alone. They needed the book of Joshua because it includes the arrangement of Eretz Yisrael. Since it contains the division of Eretz Yisrael among the tribes, it was required for all generations, but the other books of the prophets primarily detail the history of how Israel angered God and He sent prophets to admonish them. What is the reason, i.e., what is the allusion to this idea? It is stated: “For in much wisdom is much vexation” (Ecclesiastes 1:18). All the wisdom that the Jews possess from the books of the Bible is the result of their angering God.

³³ § Rabbi Asi said: One does not attend to a request to dissolve a vow in which the name of the God of Israel is invoked because such a declaration is especially stringent, except for a case where one swears by the God of Israel and adds: Benefiting from me is konam for my wife because she stole my purse or she hit my son, and then it became known that she did not steal or did not hit his son. In such a case, the vow can be dissolved because the vow was made in error, but in other cases such a vow is not dissolved.

³⁴ The Gemara relates: There was a certain woman who came before Rav Asi. He said to her: With what language did you vow? She said to him: By the God of Israel. He said to her: If you would have vowed and said: By mohi, which is merely a substitute name, I would have attended to your request and dissolved the vow, but now that you did not vow by mohi but rather, by the God of Israel, I will not attend to your request and dissolve the vow.

³⁵ The Gemara relates another incident: Rav Kahana happened to come to the home of Rav Yosef. Rav Yosef said to him: Let the Master eat something. He said to him: No, by the Master of all I will not eat it. Rav Yosef said to him: No, by the Master of all you will not eat it. The Gemara comments: Rav Kahana’s statement: No, by the Master of all I will not eat it, is well understood. But for Rav Yosef, why did he say: No, by the Master of all you will not eat it? What was the purpose of his vow? The Gemara answers: This is what he said to him: No, by the Master of all you will not eat it is what you said; therefore, you may not eat it, since a vow taken in such solemn fashion may not be dissolved.

³⁶ Rava said that Rav Naḥman said: The halakha is that it is permitted for a halakhic authority to broach dissolution based on regret, and that one also attends to a request to dissolve a vow in which the name of the God of Israel is invoked.

³⁷ § Rava praised his student Rav Seḥora to Rav Naḥman by saying that he is a great man. Rav Naḥman said to him: When Rav Seḥora comes to you, bring him to me. Rav Seḥora had a vow that he wanted to dissolve, so Rava sent Rav Seḥora to Rav Naḥman. He came before Rav Naḥman.

³⁸ Rav Naḥman, who wanted to dissolve the vow, said to him: Did you vow with such a matter in mind? He said to him: Yes, so Rav Naḥman did not dissolve the vow. He then asked again: Did you vow with such a matter in mind, and suggested another possibility. He said to him: Yes. This happened several times, and every time Rav Naḥman attempted to broach an opening, Rav Seḥora replied that he had that in mind when he made the vow. Rav Naḥman became upset with him because it appeared that Rav Seḥora was making it unnecessarily difficult for him to dissolve the vow. Rav Naḥman said to him: Go to your tent [kilakh] because I do not want to talk to you.

³⁹ Rav Seḥora went out and made the following opening for himself that would enable the dissolution of his vow, based on a mishna in tractate Avot (2:1): Rabbi Yehuda HaNasi says: What is

the proper path that a person should choose? He should choose any path that is considered a glory to the one who does it and a glory from his fellow men. Rav Sehora then reasoned that now that Rav Nahman became upset at him, he would not have made the vow with knowledge of this fact, since he would not receive glory from his fellow men, and based on this he dissolved the vow for himself.

⁴⁰ The Gemara relates a similar incident: Rabbi Shimon, son of Rabbi Yehuda HaNasi, had a vow to dissolve. He came before the Sages for dissolution. They said to him: Did you vow with the knowledge of this particular fact? He said: Yes. They proposed another possibility: Did you vow with the knowledge of this other particular fact? He said to them: Yes. This happened several times,

⁴¹ and the Sages were troubled by the fact that they could not dissolve the vow. They spent an extended period of time attempting to do so. During this time, they moved from a location with light from the sun to one with shade, and then moved again from the shade back to the sun.

⁴² The Gemara cites another version of the incident: They asked him: Did you vow with knowledge of this particular fact when you vowed? He said to them: Yes. This occurred several times and the Sages were troubled with this problem for an extended period of time, during which they moved from the sun to the shade and from the shade to the sun, but they did not find a solution.

⁴³ Botnit, son of Abba Shaul ben Botnit, said to him: Would you have vowed with the knowledge that the Sages would be troubled even to the point of going from shade to sun and from sun to shade? He said: No, and they dissolved it.

⁴⁴ The Gemara relates another incident: Rabbi Yishmael bar Rabbi Yosei had a vow to dissolve. He came before the Sages. They said to him: Did you vow with knowledge of this particular fact? He said to them: Yes. They asked again: Did you vow with knowledge of this other fact? He said to them: Yes. This occurred several times. When a certain launderer saw that the Sages were troubled because Rabbi Yishmael caused them difficulty in successfully dissolving his vow, he hit Rabbi Yishmael with a launderer's tool that he had in his hand. Rabbi Yishmael said: Had I known that the launderer would hit me due to my vow I would not have vowed, and he dissolved it.

⁴⁵ Rav Aha of Difti said to Ravina: This is a case of a new situation, which is not included among those matters that he could have considered at the time of the vow, because it would not enter his mind that the launderer would hit him. And we already learned: We do not broach dissolution with a person using a new situation that did not exist at the time of the vow. Ravina said to him: This is not a new situation that he could not have thought of previously, since it is common to find heretics [appikurei] who deny fundamental Torah principles and who trouble the Sages. Although he would not have considered the possibility that this launderer would attack him, he may have considered the possibility that some heretic would. Therefore, it was permitted to broach dissolution in this manner.

⁴⁶ § The wife of Abaye had a certain daughter. Abaye said: She should get married to my relative. His wife said that she should get married to her relative. He said to his wife: Benefit from me should be forbidden to you, if you defy my will and marry her to your relative. She went and defied his will and married her to her relative. Abaye came before Rav Yosef. Rav Yosef said to him: If you had known that she would ultimately defy your will and marry her to her relative, would you have made the vow? He said: No. And Rav Yosef dissolved the vow for him because Abaye did not think that his wife would actually defy him, and he intended the vow only to serve as a threat.

⁴⁷ The Gemara asks: And is it dissolved in a case like this, where the vow was dependent on the daughter not marrying the wife's relative? The Gemara answers: Yes, and it is taught in the Tosefta (5:1): There was an incident involving one man who vowed, prohibiting his wife from benefiting from him if she were to ascend to Jerusalem for the pilgrimage Festival, and she defied his will and ascended to Jerusalem for the pilgrimage Festival. And when he came before Rabbi Yosei to request dissolution, Rabbi Yosei said to him: And had you known that she would defy your will and ascend to Jerusalem on the pilgrimage Festival, would you have vowed at all? He said to him: No, and Rabbi Yosei dissolved it. This incident indicates that it is permitted to dissolve a vow with such an opening.

⁴⁸ MISHNA: Rabbi Eliezer ben Ya'akov says: Even one who wants to take a vow prohibiting another from benefiting from him, but only in order that he should eat with him, not intending to take an actual vow, should say to him at the outset: Any vow that I take in the future is void. And this statement is effective, provided that he remembers at the time of the vow that his intent at the beginning of the year was to render it void.

⁴⁹ GEMARA: With regard to Rabbi Eliezer ben Ya'akov's proposal, the Gemara asks: And since he said: Any vow that I take in the future should be void, the one being invited will not listen to him and will not come to eat with him, since he already knows that the vow is not valid. That being the case, why would the first individual take a vow at all?

⁵⁰ The Gemara answers: The mishna is incomplete and is teaching like this: In the case of one who wants another to eat with him, and he urges him to do so and makes a vow with regard to him, this vow is included in the category of vows of exhortation, which do not require dissolution. And in addition, one who desires that his vows not be upheld for the entire year should stand up on Rosh HaShana and say: Any vow that I take in the future should be void. And this statement is effective, provided that he remembers at the time of the vow that his intent at the beginning of the year was to render it void.

⁵¹ The Gemara asks: If he remembers at the time of the vow that his intent at the beginning of the year was to render it void but still makes the vow, then he has uprooted his stipulation that all his vows are void and has upheld his vow. Why, then, does it state that the vows are void in this case? Abaye said: Teach: And this statement is effective, provided that he does not remember at the time of the vow that his intention at the beginning of the year was to render it void.

⁵² Rava said: Actually, say as we said initially, that he does remember his stipulation at the time of the vow. With what are we dealing here? It is a case where he stipulated a condition on Rosh HaShana rendering void vows that he would make later in the year, but he did not know with regard to which vows he made the stipulation, and now he makes a vow. If he remembers at the time of the vow and says: I am vowing in accordance with the initial intention, when I stipulated that all vows should be void, his vow has no substance. However, if he did not say: I am vowing in accordance with the initial intention, then he has uprooted his stipulation and upheld his vow.

⁵³ The Gemara relates that Rav Huna bar Hinnana intended to teach this topic at the Festival lecture, so that everyone would learn this manner of rendering vows void on Rosh HaShana. Rava said to him: The tanna of the mishna conceals it and does not say it explicitly, despite the fact that it is studied by Torah scholars, in order that the public not treat vows lightly, and you teach it publicly at the Festival lecture?

⁵⁴ § A dilemma was raised before the scholars: Do the Rabbis disagree with Rabbi Eliezer ben Ya'akov in the mishna or not? And if you say that they disagree with him, is the halakha in accordance with his opinion or not? The Gemara suggests a proof: Come and hear, as we learned in a mishna (63b): One who says to another:

⁵⁵ Benefiting from you is konam for me if you do not take from me for your son a kor of wheat and two barrels of wine as a gift, this other individual can dissolve his vow without the involvement of a halakhic authority. This is because he can say to the one who vowed: Did you say your vow for any reason other than due to my honor, in order to convince me to accept a gift for my son? This is my honor, that I refrain from accepting the gift.

⁵⁶ The Gemara infers: The reason that he may dissolve the vow without a halakhic authority is because the potential recipient said: This is my honor. But if he did not say so, then it is a vow. The Gemara clarifies: Whose opinion does this follow? If it is the opinion of Rabbi Eliezer ben Ya'akov, then it is included in the category of vows of exhortation and is not considered a vow, since the intention was solely to encourage the other individual to accept the gift. Rather, conclude from this mishna that the Rabbis disagree with him and hold that vows of exhortation are also vows.

⁵⁷ The Gemara responds: Actually, it is in accordance with the opinion of Rabbi Eliezer ben Ya'akov, but Rabbi Eliezer ben Ya'akov concedes in this case that it is a vow and not just a means of encouragement because the one who took the vow said to him: I am not a dog, that I benefit from you and you do not benefit from me. Therefore, one truly wants the vow to be valid so that the other will accept the gift, and it was not intended merely as a means of encouragement.

⁵⁸ The Gemara suggests another proof: Come and hear the continuation of that mishna: So too, in the case of one who says to another: Benefiting from me is konam for you if you do not give my son a kor of wheat and two barrels of wine, Rabbi Meir says: The vow is valid, and he may not benefit from the one who took the vow until he gives the gift. And the Rabbis say: Even this individual who took the vow can dissolve his own vow without the involvement of a halakhic authority, as he can say: I hereby consider it as though I received the gift from you.

⁵⁹ The Gemara infers: The reason is because he said: I hereby consider it as though I received it from you. But if he did not say so, it would be a vow. The Gemara clarifies: Whose opinion does this statement reflect? If it reflects the opinion of Rabbi Eliezer ben Ya'akov, then it is included in the category of vows of exhortation. Rather, is it not the opinion of the Rabbis, and this demonstrates that the Rabbis disagree with him with regard to vows of exhortation?

⁶⁰ The Gemara responds: No, actually it is possible that it is in accordance with the opinion of Rabbi Eliezer ben Ya'akov. And Rabbi Eliezer ben Ya'akov concedes in this case that it is considered a vow because the one that took the vow says to him: I am not a king that I provide benefit to you and you do not provide benefit to me. Consequently, the intent is not simply to encourage him but rather, to actually take a vow.

⁶¹ Mar Kashisha, son of Rav Hisda, said to Rav Ashi: Come and hear a proof from a mishna (27a): What are examples of vows impeded by circumstances beyond one's control, which do not require dissolution? If one's friend took a vow with regard to him that he should eat with him, and then he became sick, or his son became sick, or a river that he was unable to cross barred him from coming, these are vows impeded by circumstances beyond one's control. The Gemara infers: Such a vow does not require dissolution in cases like these, but if not for this unavoidable element, it would be a vow.

The Gemara clarifies: Whose opinion does this follow? If it follows the opinion of Rabbi Eliezer ben Ya'akov, then they are vows of exhortation that he did not intend to be treated as vows at all. Rather, is it not the opinion of the Rabbis, and it is therefore clear that the Rabbis disagree with him?

⁶² Rav Ashi responds: Actually, this follows the opinion of Rabbi Eliezer ben Ya'akov. But do you hold that in the case here the host took a vow with regard to the potential guest? No, the case here is where the potential guest caused a vow to be taken by the host and said to him: Do you invite me to your meal? The inviter said to him: Yes. The invitee then asked him: Is this vow upon you, i.e., do you vow to do so? The inviter agreed and he vowed, and then he became sick, or his son became sick, or a river barred him from coming; these are vows impeded by circumstances beyond one's control. Because the vow was initiated by the potential guest rather than the host, it cannot qualify as a vow of exhortation. Consequently, dissolution is not allowed except when unavoidable situations like these occur.

⁶³ Come and hear another proof: Further to the point of the mishna, Rabbi Eliezer ben Ya'akov said: In the case of one who says to his friend: Benefiting from you is konam for me if you do not lodge with me, and eat hot bread with me, and drink a cup of hot water with me, and the other becomes irritated at him because he was forcing him to do so, these are also vows of exhortation. But the Rabbis did not concede to him on this issue, because the friend's opposition implies that the vow must be a valid vow and not a vow of exhortation. The Gemara clarifies: What is the meaning of: The Rabbis did not concede to him? Does it not

⁶⁴ mean that even in the earlier cases, where he did not become irritated, they disagree with regard to vows of exhortation and hold that these vows are indeed valid, and can one conclude from here that the Rabbis disagree with him? The Gemara concludes: Conclude from here that this is so.

⁶⁵ With regard to the practical conclusion of this dispute, the Gemara asks: What halakhic conclusion was reached about this matter? Does the halakha follow the opinion of the Rabbis or that of Rabbi Eliezer ben Ya'akov? The Gemara answers: Come and hear that which Rav Huna said: The halakha is in accordance with the opinion of Rabbi Eliezer ben Ya'akov. And so said Rav Adda bar Ahava: The halakha is in accordance with the opinion of Rabbi Eliezer ben Ya'akov.

⁶⁶ MISHNA: Vows of exaggeration that the Sages dissolved without a request to a halakhic authority, as described in the first mishna in the chapter, include the following examples. If one said concerning a certain item: It is konam for me if I did not see on this road as many people as those who ascended from Egypt, or if he said: It is konam for me if I did not see a snake as large as the beam of an olive press, in these cases the speaker did not intend to vow but used hyperbole to demonstrate a point, and it is understood by others that the expression is not to be taken literally.

⁶⁷ GEMARA: A Sage taught: Items rendered forbidden through vows of exaggeration [havai] are permitted; items rendered forbidden through oaths of exaggeration are forbidden. Since oaths are very severe, one does not take an oath unless he intends it seriously. Therefore, it is not viewed as an oath of exaggeration.

⁶⁸ The Gemara clarifies the details: What are the circumstances of the case of oaths of exaggeration? If we say that it is when one said: I take an oath if I did not see on this road as many people as those who ascended from Egypt, is he saying anything? This statement is not formulated in the form of an oath and therefore has no validity at all, even if he was serious.

⁶⁹ The Gemara answers: Abaye said that in a case where one says: I take an oath that I saw on this road as many people as those who ascended from Egypt, the oath is valid. If he did not see that many people, he has taken a false oath. Rava said to him: If so, why do I need to say this; it is not a novelty? And furthermore, it teaches that the case of an oath is similar to that of a vow: Just as in the case of a vow he speaks of not seeing, so too with regard to an oath he must be speaking of not seeing. Rather, Rava said: An oath of exaggeration is where he says: All the produce of the world shall be forbidden to me by an oath if I did not see on this road as many people as those who ascended from Egypt.

⁷⁰ Ravina said to Rav Ashi: And perhaps this man saw an anthill and called them: Those who ascended from Egypt, because the quantity of ants was so numerous, and he took an oath properly. Why, then, do we say that this is an oath taken in vain?

⁷¹ Rav Ashi said to him: When he takes an oath, he takes an oath based on our understanding, which is that of an ordinary person, and we do not entertain the possibility in our mind that he is referring to ants [shumshemanei]. Therefore, if he took an oath in that manner, it is assumed that he referred to people, like those that left Egypt.

⁷² The Gemara asks: And does a person not take an oath according to his own understanding? There are times when one takes an oath with a particular stipulation in mind or intends a special meaning to his words. But isn't it taught in a baraita: When the judges administer an oath to one who claims he paid a debt, they say to him: Know that we do not administer an oath to you based on a stipulation in your heart, i.e., you cannot claim that you are taking the oath based on a condition you have in mind. Rather, your oath is taken based on our understanding and on the understanding of the court. The Gemara clarifies: What does the phrase that they say to him: Based on our understanding, come to exclude? Does it not serve to exclude a case where one gave the debtor tokens [iskundarei] from a game, and in his mind he gives them the title of coins and takes an oath that he returned these coins, which is the truth based on his unspoken thoughts.

⁷³ The Gemara clarifies its question: And since the baraita says that the oath taken in court is: According to our understanding, by inference it means that a person commonly takes an oath according to his own understanding and the oath would take effect according to his intent. Therefore, such a practice must be specifically excluded when taking an oath in a court.

⁷⁴ The Gemara responds: No, this warning comes to exclude a case similar to that cane of Rava, in which a person attempts to deceive the court but does not necessarily utilize his own terminology, as there was a certain man who claimed money from another. He came before Rava to adjudicate the case. The creditor said to the borrower: Go repay me your debt. The borrower said to him: I already repaid you. Rava said to him: If so, go take an oath to him that you repaid him.

⁷⁵ The borrower went and brought a hollow cane, and placed the money inside it, and was leaning upon it, and went leaning upon it to the court. He said to the lender: Hold this cane in your hand so that I can take an oath while holding a Torah scroll. The borrower took the Torah scroll and swore that he had repaid the entire sum that had been in his possession.

⁷⁶ That creditor then became angry upon hearing the borrower taking a false oath and broke that cane, and all of those coins placed inside fell to the ground. And it turned out that he had taken the oath in truth, since he had returned all the money at the time of the oath by giving him the cane with the money inside. However, this was a deceitful tactic, as he intended that the creditor return the cane

and the money in it to him after he had taken the oath. In order to prevent this kind of deception, the one taking the oath is warned that he must take the oath according to the understanding of the court.

⁷⁷ The Gemara asks: And still, does a person not commonly take an oath according to his own understanding? But isn't it taught in a baraita: And so we found with regard to Moses our teacher. When he administered an oath to the Jewish people in the plains of Moab, that they accept the Torah upon themselves, he said to them: Know that I do not administer an oath upon you according to your understanding and the stipulations in your hearts but according to my understanding and the understanding of the Omnipresent, as it is stated: "Neither with you only do I make this covenant" (Deuteronomy 29:13).

⁷⁸ What did Moses say to Israel? Isn't this what he said to them: Perhaps you will perform negative actions, i.e., transgressions, and say: The oath was taken according to our understanding. Due to that reason, he said to them: You take the oath according to my understanding. The Gemara clarifies: What did his warning come to exclude? Does it not serve to exclude the possibility that they give the title God, to an object of idol worship and say that this was their intention when they took an oath to worship God? The fact that Moses needed to preclude this claim indicates by inference that a person commonly takes an oath according to his own understanding.

⁷⁹ The Gemara responds: No, idol worship is also called: God, in the Bible, as it is written: "And against all the gods of Egypt I will execute judgments" (Exodus 12:12). Therefore, this would not have been a special stipulation in their minds but a misguided intention within the oath itself. Moses suspected this and therefore issued the warning.

⁸⁰ The Gemara asks: And why did Moses have to state the oath with this warning? Let him administer an oath to them with the words: That you will fulfill the mitzvot, which also includes the prohibition against idol worship. The Gemara answers: The word mitzvot, meaning commandments, could also indicate the commandments of the king, and this might be their intention if they were to take an oath in this manner.

⁸¹ The Gemara asks: And let him administer an oath to them with the words: That you will fulfill all the mitzvot. The Gemara answers: This too does not suffice, because this phrase could indicate specifically the mitzva of ritual fringes, as the Master said: The mitzva of ritual fringes is equivalent to all the mitzvot in the Torah. Consequently, if they would accept upon themselves: All the mitzvot, they may have intended to refer only to the mitzva of ritual fringes.

⁸² The Gemara asks: And let him administer an oath to them: That you fulfill the Torah. The Gemara answers: That phrase indicates only one Torah, the Written Torah and not the Oral Torah. The Gemara asks: And let him administer an oath: That you fulfill the Torahs, in the plural, to include both the Written Torah and Oral Torah. The Gemara answers: This too does not necessarily include the entire Torah, since it is possible that it indicates the Torah of the meal-offering, the Torah of the sin-offering, and the Torah of the guilt-offering. The Gemara asks: And let him administer an oath: That you fulfill the Torahs and mitzvot. The Gemara answers: This also does not include the entire Torah, because the word Torahs could indicate the Torah of the meal-offering, and mitzvot could indicate the commandments of the king.

⁸³ The Gemara asks: And let him administer an oath: That you fulfill the entire Torah. The Gemara answers: Fulfilling the entire Torah could indicate specifically the denial of idol worship, which is also deemed fulfilling the entire Torah, as it is taught in a baraita: Idol worship is so severe a sin that

anyone who denies it is considered as though he concedes to the truth of the entire Torah. The opposite is true for someone who worships idols. Therefore, the Jewish people could have claimed that fulfilling the entire Torah denotes nothing more than not practicing idol worship.

⁸⁴ The Gemara asks: And let him administer an oath: That you fulfill the mitzva to distance oneself from idol worship and also fulfill the entire Torah. Or, alternatively, let Moses administer an oath that the Jewish people will fulfill six hundred thirteen mitzvot, so there will be no doubt as to their intention. Rather, Moses our teacher used an expression that was not troublesome for the Jews. Although he could have found another manner in which they could take an oath, and it would leave no doubt as to the correct intentions, he did not want to trouble them by employing a more complex method. Therefore, he administered the oath and stated that it was according to his understanding and the understanding of the Omnipresent.

⁸⁵ § It was taught in the mishna that if one prohibits an item with a konam vow: If I did not see a snake as large as the beam of an olive press, it is a vow of exaggeration. The Gemara asks: And is there not a snake like this? But a certain snake that lived in the days of King Shapur was so big that they threw thirteen bundles of straw and it swallowed them, so it was certainly bigger than the beam of an olive press. Shmuel said: It is speaking here of a snake that is notched, and the one who took the vow intended to say that the snake had notches in its back like the beam of an olive press. The Gemara asks: But all snakes have notches like this. The Gemara answers: We are saying that it is notched on its back, which is exceedingly rare.

⁸⁶ The Gemara asks: And let the tanna teach explicitly that the snake was notched; why did he say: Like the beam of an olive press? The Gemara answers: He teaches us a matter in passing, which is that the back of the beam of an olive press must be notched. The Gemara asks: What is the difference whether there are notches in the beam of an olive press? The Gemara answers: For purposes of buying and selling, to tell you that one who sells the beam of an olive press to another, if its back is notched then yes, the sale is valid, and if its back is not notched and there are no slits, then it is not a valid sale, as a beam without notches is not called a beam of an olive press.

⁸⁷ MISHNA: What are examples of vows that are unintentional that are dissolved, as taught at the beginning of the chapter? One who vows: This loaf is forbidden to me as if it were an offering [konam] if I ate or if I drank, and then he remembers that he ate or drank. Or, one who vows: This loaf is konam for me if I will eat or if I will drink, and he then forgets and eats or drinks. Also, one who said: Benefiting from me is konam for my wife because she stole my purse or she hit my son, and then it became known that she had not hit him or it became known that she had not stolen.

⁸⁸ The mishna lists another example of an unintentional vow: One who saw people entering his courtyard and eating figs, and because he did not want them to do so he said: The figs are forbidden to you like an offering. And then it was found that his father and brother were in the group, and there were others with them as well, and certainly he did not intend to take a vow prohibiting his father and brother from eating the figs. In such a case, Beit Shammai says: They, his father and brother, are permitted to eat the figs, and those others that were with them are prohibited from doing so. And Beit Hillel says: Both these and those are permitted to eat the figs, as will be clarified in the Gemara.

⁸⁹ GEMARA: The Sages taught: Just as vows that are unintentional are dissolved, so too, oaths that are unintentional are dissolved. The Gemara asks: What are the circumstances of unintentional oaths? For example, as in the incident of Rav Kahana and Rav Asi, who disagreed about a halakha. During

the dispute this one said: I take an oath that Rav said like this opinion that I hold. And that one said: I take an oath that Rav said like this opinion that I hold. This is an unintentional oath, as each one took an oath properly in his own mind and was sure that he was saying the truth.

⁹⁰ With regard to the mishna's statement: One who saw them eating, the Gemara states that we learned in a mishna there (66a): If one vows to fast or not to eat a certain food, dissolution is broached based on Shabbatot and based on Festivals, since one certainly did not intend to include these days when taking the vow. Initially, they used to say: On those days, Shabbatot and Festivals, which he did not include in his vow, he is permitted to partake of the item, and on all other days he is prohibited from doing so. This was the case until Rabbi Akiva came and taught: A vow that was partially dissolved is dissolved completely. Therefore, one is permitted to partake on other days well.

⁹¹ Rabba said: Everyone in the mishna, i.e., Beit Shammai and Beit Hillel, holds that wherever one says: Had I known that my father was among you I would have said: All of you are prohibited from eating figs except for father, then in that case all are prohibited from doing so and his father is permitted to do so. They disagreed only in an instance where one said: Had I known that my father was among you then I would have said: So-and-so and so-and-so, i.e., all the others, are prohibited from eating figs and father is permitted to do so.

⁹² And Rava said: Everyone holds that anywhere that one says: Had I known that father was among you I would have said: So-and-so and so-and-so are prohibited to partake and father is permitted to do so, then all are permitted to partake. They disagree only in a case where one says: Had I known that father was among you I would have said: All of you are prohibited from partaking except for father.

⁹³ The rationale of the dispute is the following: Beit Shammai hold in accordance with the opinion of Rabbi Meir, who said: If one initially makes one declaration and immediately afterward makes a conflicting declaration, hold him accountable for the first expression. Since he initially said: All of you are prohibited from partaking, this expression is the effective one and they are all prohibited from doing so. The addition of the words: Except for father, is viewed as a clarification of the previous expression, simply indicating that his father is not included in the prohibition.

⁹⁴ And by contrast, Beit Hillel hold in accordance with the opinion of Rabbi Yosei, who said: A person is held accountable even for the conclusion of his statement, and the second formulation is the primary one. Therefore, the fact that one altered his formulation to exclude his father from the prohibition means that the vow is partially canceled, and a vow that is partially dissolved is dissolved completely.

⁹⁵ Rav Pappa raised an objection to Rava from the following mishna (66a): In what case did Rabbi Akiva say that a vow which was partially dissolved is dissolved completely? For example, if one said: The property of all of you is konam for me, and for that reason I will not benefit from it, if benefit from one of them was permitted for whatever reason, benefit from all of them is permitted. However, if one said: The property of this one and of that one is konam for me, and for that reason I will not benefit from it, then if benefit from the first one was permitted for whatever reason, benefit from all of them is permitted, but if benefit from the last one was permitted, benefit from the last one alone is permitted and benefit from all the others is forbidden.

⁹⁶ Rav Pappa explains his objection: Rabba stated that when one qualifies his words by saying: I would have said all of you are prohibited from partaking except father, then all agree that everyone

except his father is prohibited from doing so, but that when he adds to his words by saying: I would have said that so-and-so and so-and-so are prohibited from partaking and father is permitted to do so, there is a dispute between Beit Shammai and Beit Hillel. Granted, according to the opinion of Rabba, he establishes Rabbi Akiva's first clause, where benefit from all is permitted, as a case where he retracts and says: I meant to say that the property of this one and of that one, but not that of so-and-so, is konam for me, which accords with the opinion of Beit Hillel.

⁹⁷ And the last clause of the mishna, in which benefit from the last one alone is permitted, but benefit from all the others remains forbidden, is a case where he retracts and says: The property of all of you is konam for me except for that of one of you. According to the opinion of Rabba, both Beit Shammai and Beit Hillel would agree that in this case the one who stated the vow is permitted to benefit only from the one excluded from the vow.

⁹⁸ But according to you, Rava, who holds that if he said: I would have said that so-and-so and so-and-so are prohibited to partake and father is permitted to do so, all concede that everyone is permitted to partake, and that the dispute pertains to when one says: I would have said that all of you are prohibited to partake except for father, granted, he establishes the first clause of Rabbi Akiva's statement as a case where he retracts and says: The property of all of you is konam for me except for that of father, and benefit from all is permitted, in accordance with the opinion of Beit Hillel.

⁹⁹ But as the latter clause of that mishna, in the case where he said: I intended to prohibit eating figs to this one and to that one, and they are all permitted to do so, is the opinion of Rabbi Akiva, which is evident from the fact that this halakha is cited in his name, then according to your opinion why do the Rabbis disagree with him? But haven't you said that all agree that they are all permitted to partake when the one who took the vow explains that he meant: To this one and to that one?

¹⁰⁰ Rava said to Rav Pappa: And according to Rabba, whose opinion you are supporting with this objection, does the latter clause work out well according to Rabbi Akiva? In what case does he establish it? In a case where one retracted and said: From all of you, which of them is the first one and which of them is the last one? The mishna stated that if benefit from the last one was permitted, benefit from the last one alone is permitted and benefit from all the others is forbidden. If he is now saying: From all of you, who is the first and who is the last?

¹⁰¹ Rather, Rava explains as follows: The first clause is referring to where he said: From all of you, and this follows the opinion of Beit Hillel, who say, according to Rava, that the entire vow is dissolved. And in the latter clause, i.e., the last two cases, it is referring to where he did not specify: From this one and from that one, but where, for example, he linked them to one another and said: So-and-so should be prohibited to partake like so-and-so, and so-and-so like so-and-so, but there is no general prohibition on all of them. Rather, each prohibition is linked to another one. Therefore, if the prohibition pertaining to the first individual is dissolved, then all those prohibitions linked to that one are dissolved as well.

¹⁰² The Gemara comments: The language is also precise, as it is taught in a baraita concerning this mishna: If the middle one in this chain of people prohibited by the vow from partaking was permitted to do so, then from him and below, i.e., those who were mentioned after him, are permitted to partake, and from him and above, i.e., those who were mentioned before him, are prohibited from partaking. This indicates that the mishna speaks about a case where the prohibitions are linked

together. Therefore, the prohibition is dissolved for those who were mentioned after that individual whose prohibition is dissolved.

¹⁰³ Rav Adda bar Ahava raised an objection to Rava: The mishna (66a) states that if one says: Onions are konam for me, and for that reason I will not taste them, because onions are bad for the heart, and others said to him: But isn't the kuferi onion good for the heart, the vow is dissolved with regard to kuferi onions, and not only with regard to kuferi onions is it dissolved, but with regard to all types of onions. The mishna relates that an incident of this kind occurred, and Rabbi Meir dissolved the vow with regard to all types of onions.

¹⁰⁴ What, is it not speaking here of a case where that person said: Had I known that the kuferi onion is good for the heart I would have said: All onions are forbidden and the kuferi onion is permitted? This would be difficult for Rabba, who argues in similar cases that all opinions maintain that the other onions are forbidden, as well as for Rava, who would hold that only Beit Shammai, who follow the opinion of Rabbi Meir, maintain that all onions are forbidden in this type of case, and yet here Rabbi Meir himself permits all types of onions.

¹⁰⁵ The Gemara responds: No, this should be explained as a case where one says: If I had known that the kuferi onion is good for the heart, I would have said: Such an onion and such an onion are forbidden to me and the kuferi onion is permitted, and the opinion of Rabbi Meir is in accordance with the opinion of Rabbi Akiva and also in accordance with the opinion of the Rabbis. This is because, according to Rava, when one says: This one and that one, all agree that everything is permitted.

¹⁰⁶ Ravina raised an objection to Rava: Rabbi Natan says there is a vow that is partially dissolved and partially binding. How so? One who took a vow that benefit from all the items in a basket be forbidden to him,

¹⁰⁷ and there were benot shuah in it, and he said: Had I known that there were benot shuah in it I would not have taken a vow, the basket and the remaining figs inside are forbidden, while the benot shuah are permitted. This was the accepted ruling until Rabbi Akiva came and taught: A vow which is dissolved partially is dissolved completely. Therefore, all of the produce is permitted. What, is it not referring to a case where one said: Had I known that benot shuah were inside it, I would have said that black and white figs are forbidden, and benot shuah are permitted, and this is the opinion of Rabbi Akiva, and the Rabbis disagree with him? But according to Rava everyone agrees that all the produce is permitted in a case like this.

¹⁰⁸ The Gemara responds: No, it is possible to say that it is speaking of a case where he says: Had I known that there were benot shuah in it I would have said that the entire basket is forbidden and the benot shuah are permitted, which is the opinion of Rabbi Akiva according to Rava.

¹⁰⁹ The Gemara asks: Who is the tanna who taught that which the Sages taught: With regard to one who took a vow, in one utterance, prohibiting himself from deriving benefit from five people, if the vow is dissolved for one of them, then the vow concerning all of them is dissolved; but if he retracted and said: I am prohibited to derive benefit from all of these individuals except for one of them, then he, i.e., that individual who was excluded, is permitted and they, the others, are forbidden?

¹¹⁰ The Gemara explains two possibilities: If one says that it is in accordance with the explanation of Rabba, then the first clause is referring to a case where after having taken a vow prohibiting himself

from deriving benefit from all five people, he retracted and said: Benefit from this one and from that one are forbidden but benefit from one is permitted, and it is in accordance with the opinion of Rabbi Akiva, that a vow which is dissolved partially is dissolved completely. And the latter clause is where he adds to the initial vow by stating: Except for one of them, and everyone agrees that only that one is permitted. If one says that it is in accordance with the explanation of Rava, the latter clause is in accordance with the opinion of the Rabbis, and everyone agrees with the ruling of the first clause.

¹¹¹ MISHNA: What are examples of vows impeded by circumstances beyond one's control? If one's friend took a vow with regard to him that he should eat with him, and he became sick, or his son became sick, or a river that he was unable to cross barred him from coming, these are examples of vows whose fulfillment are impeded by circumstances beyond one's control. They are not binding and do not require dissolution.

¹¹² GEMARA: The Gemara relates that there was a certain man who had a dispute in court with another individual and wanted to postpone the trial to a later time in order to search for more evidence. Meanwhile, he deposited his documents for a favorable verdict, i.e., that supported his claim, in court, and since the other litigant did not believe that he would return, the man said: If I do not come back within thirty days, these documents for a favorable verdict will be void. He was impeded by circumstances beyond his control and did not come back. Rav Huna said: His documents for a favorable verdict are void since he did not return by the specified time.

¹¹³ Rava said to him: He is a victim of circumstances beyond his control and the halakha is that the Merciful One exempted a victim of circumstances beyond his control from responsibility for his actions, as it is written concerning a young woman who was raped: "But unto the damsel you shall do nothing; there is in the damsel no sin worthy of death" (Deuteronomy 22:26).

¹¹⁴ And if you would say that with regard to the penalty of death, which is extremely severe, the halakha is different, and she is treated leniently and not executed, but with regard to other transgressions one's actions are treated as deliberate, but didn't we learn in the mishna here: What are examples of vows whose fulfillment are impeded by circumstances beyond one's control? If one's friend took a vow with regard to him that he should eat with him, and he became sick, or his son became sick, or a river that he was unable to cross barred him from coming, these are examples of vows whose fulfillment are impeded by circumstances beyond one's control; they are not binding and do not require dissolution. This demonstrates that even here the exemption due to circumstances beyond one's control should apply.

¹¹⁵ The Gemara asks: And according to Rava, in what way is it different from that which we learned in a mishna (Gittin 76b): If a man says to his wife: This is your bill of divorce from now if I do not arrive from now until the conclusion of twelve months, and he died within those twelve months, this document is a valid bill of divorce from the time of his declaration. Why? But he was a victim of circumstances beyond his control, as death is the ultimate example of this? The Gemara answers: Say that perhaps it is different there,

¹¹⁶ for had he known that he would die within a year he would have immediately finalized his decision and given her the bill of divorce. Since he gave it to her initially so that she not require levirate marriage, it is assumed that his intent was to deliver it even in this case. By contrast, in the case where one stipulated about his rights, which he certainly did not intend to forfeit, it is assumed that he would not have wanted his statement to take effect in this situation.

¹¹⁷ The Gemara continues to question Rava: In what way is it different from the following case: There was a certain man who said to the agents with whom he entrusted a bill of divorce: If I do not return from now until thirty days have passed, let this be a bill of divorce. He came on the thirtieth day but was prevented from crossing the river by the ferry that was located on the other side of the river, so he did not arrive within the designated time. He said to the people across the river: See that I have arrived, see that I have arrived. And Shmuel said: It is not considered to be an arrival, and the condition is considered to have been fulfilled. The Gemara asks: Why is it not considered an arrival; but he was impeded by circumstances beyond his control?

¹¹⁸ The Gemara responds: Perhaps the case of circumstances beyond one's control that are apparent to everyone and could have been anticipated ahead of time is different, and a ferry is considered an apparent type of circumstance beyond one's control, which he should have considered and stipulated explicitly. Since he did not do so, it is not considered a circumstance beyond one's control.

¹¹⁹ The Gemara asks: And according to Rav Huna, who said that his documents for a favorable verdict are rendered void if he does not return by the set time, it is difficult to understand why the stipulation is valid. After all, it is a transaction with inconclusive consent [asmakhta], since he certainly assumed that he would return and intended to actually give away his documents, and an asmakhta does not effect acquisition. Even if a person performs an act of acquisition to that effect, he does not have the intention to actually follow through. The Gemara responds: Here it is different because his documents for a favorable verdict are being held by the court, so he certainly did intend to give them up in the event that he not return on time.

¹²⁰ The Gemara asks: And in a case where his rights are held by another party, is it not considered an asmakhta? But didn't we learn in a mishna (Bava Batra 168a): In the case of one who repaid part of his debt, and deposited his loan document with a third party for purposes of security, and said: If I do not give him the remainder of the debt from now until thirty days, give him his loan document and he can collect the entire amount.

¹²¹ If the time arrived and he did not give the remainder of the debt to the creditor, Rabbi Yosei says: The third party should give the document to the debtor. And Rabbi Yehuda says: He should not give it. And Rav Nahman said that Rabba bar Avuh said that Rav said: The halakha is not in accordance with the opinion of Rabbi Yosei, who said that an asmakhta effects acquisition. The reason for this is that the one who deposited the document believes he will return in time and never intended to give over the document. It can be seen in the mishna that even in a case where the document was held by a third party, it is still considered an asmakhta and is not valid.

¹²² The Gemara responds: It is different here because the one who deposited his documents with the court explicitly said that documents for a favorable verdict should be void, which demonstrates that he intended to uphold his stipulation.

¹²³ The Gemara concludes: And the halakha in these cases is as follows: An asmakhta effects acquisition even if it is dependent on a condition that may not be fulfilled, but this is true only if the one who had stated the obligation dependent upon the asmakhta was not impeded by circumstances beyond his control that prevented him from doing so, and instead deliberately chose not to fulfill the stipulation. In addition, this is the halakha only if he effected an acquisition from the other party for this asmakhta in an eminent court, but not for an agreement that takes place not in an eminent court.

¹²⁴ MISHNA: One may take a vow to murderers, i.e., people suspected of killing others over monetary matters; or to robbers [ḥaramin]; or to tax collectors who wish to collect tax, that the produce in his possession is teruma although it is not teruma. One may also take a vow to them that the produce in his possession belongs to the house of the king, although it does not belong to the house of the king. One may take a false vow to save himself or his possessions, as a statement of this sort does not have the status of a vow. Beit Shammai say: One may vow in such a case, although he has no intention that his words be true, using every means of taking a vow or making a prohibition in order to mislead those people,

¹²⁵ except for by taking of an oath, due to its more stringent nature. And Beit Hillel say: One may mislead them even by taking an oath.

¹²⁶ Beit Shammai say: When negotiating with a robber, one should not initiate by taking a vow for him unless the robber does not believe his claim, in which case he may take a vow to reinforce his words. And Beit Hillel say: He may even initiate by taking a vow to him. Beit Shammai say: One may take a vow only about that which the robber compels him to take a vow but may not add to it. And Beit Hillel say: One may take a vow even about that which he does not compel him to take a vow.

¹²⁷ The mishna explains the previous statement: How so? If the extortionist said to him that he should say: Benefiting from me is konam for my wife if the vow is not true, and he said: Benefiting from me is konam for my wife and my children, Beit Shammai say: His wife is permitted to benefit from him, since the extortionist demanded that he take that vow, but his children, whom he added of his own accord, are prohibited from benefiting from their father. And Beit Hillel say: Both these and those are permitted to benefit from him.

¹²⁸ GEMARA: The Gemara asks, concerning the mishna's statement that one may take a vow to tax collectors: But didn't Shmuel say: The law of the kingdom is the law, i.e., there is a halakhic principle that Jews must obey the laws of the state in which they live? Since one must pay the tax determined by the kingdom, how did the Sages permit one to lie in order to avoid paying?

¹²⁹ Rav Ḥinnana said that Rav Kahana said that Shmuel said: The mishna is referring to a tax collector who has no fixed amount for collection established by the kingdom, but rather collects the tax arbitrarily. Therefore, this case is not included in the law of the kingdom. A Sage of the school of Rabbi Yannai said: The mishna is referring to a tax collector who establishes himself as such independently and was not appointed by the kingdom.

¹³⁰ § The mishna states: He may also take a vow to them that his produce belongs to the house of the king, although it does not belong to the house of the king. The Gemara asks: How does he take a vow in this way? Rav Amram said that Rav said: This is a case where he said: The produce of the world should be forbidden to me if this produce does not belong to the house of the king.

¹³¹ The Gemara asks: Since he said that the produce of the world shall be forbidden to him, shouldn't all the produce of the world be forbidden to him, as this produce did not belong to the house of the king? The Gemara answers: This is a case where he says: They shall be forbidden to me only today. The Gemara wonders: If he says: Today, the tax collector will not accept it as a vow, since it is not difficult to avoid eating produce for one day. Therefore, he may still be suspected of lying.

¹³² The Gemara answers: This is a case where he says: Today, in his heart but verbalizes the vow in an unspecified manner. And although we hold that unspoken matters that remain in the heart are not significant matters and are not taken into consideration, with regard to circumstances beyond one's control it is different, and he is permitted to rely on the mental stipulation that he added in order to limit the duration of the prohibition effected by the vow.

¹³³ § The mishna states: Beit Shammai say that they may take a vow in such a case using every means of vowing except for an oath, while Beit Hillel say they may take a vow even using an oath. Beit Shammai say: One may vow only about that which the extortionist compels him to take a vow but may not add to it. And Beit Hillel say: One may take a vow even about that which he does not compel him to take a vow. How so? If the extortionist said to him that he should say: Benefiting from me is konam for my wife if the vow is not true, and he said: Benefiting from me is konam for my wife and my children, Beit Shammai say: His wife is permitted to benefit from him, since the extortionist demanded that he take that vow, but his children, whom he added of his own accord, are prohibited from benefiting from their father. And Beit Hillel say: Both these and those are permitted to benefit from him.

¹³⁴ Rav Huna said that a Sage taught: Beit Shammai say that one may not initiate by taking an oath to him unless the extortionist does not believe his claim, and Beit Hillel say: He may even initiate by taking an oath to him. The Gemara asks: A precise analysis of the wording indicates that according to Beit Shammai it is only by taking an oath to him that one may not initiate, but one may initiate by taking a vow to him. Rav Huna asks: But didn't we learn in the mishna that Beit Shammai say: He may not initiate by taking a vow to him?

¹³⁵ Rav Huna asks another question: And furthermore, a precise analysis of the wording indicates that he may not initiate by taking an oath to him, but he may certainly vow with an oath if the tax collector insists on it; but didn't we learn in the mishna that Beit Shammai say: They may take a vow in such a case using every means of vowing in order to mislead them except for by taking an oath, which indicates that one may not take an oath even if he does not initiate with one?

¹³⁶ The Gemara resolves the contradiction: The mishna taught the halakha that pertains to a vow to convey to you the far-reaching nature of the opinion of Beit Shammai, who say that one may not initiate even with a vow. However, the baraita taught the halakha that pertains to an oath to convey to you the far-reaching nature of the opinion of Beit Hillel, who maintain that initiating even with an oath is permitted. It is apparent that according to Beit Shammai one may not initiate with a vow and may not take an oath at all. Therefore, the baraita cannot be used to infer Beit Shammai's opinion concerning oaths.

¹³⁷ Rav Ashi said the following to resolve the contradiction: This is what it is teaching: The baraita does not refer to a vow taken in the case of robbers or tax collectors. Rather, the dispute focuses on an entirely different topic: Beit Shammai say that there is no allowance for a request for dissolution of an oath, and the statement: He may not initiate, relates to a halakhic authority who seeks an opening to dissolve an oath. And Beit Hillel say there is an allowance for a request for dissolution of an oath.

¹³⁸ MISHNA: If one sees his property in danger of being destroyed, and takes a vow stating, for example: These saplings are like an offering if they are not cut down, or: This garment is like an offering if it is not burned, these items are consecrated if the saplings remain standing or if the

garment is not burned. In addition, they are subject to the possibility of redemption just as other items consecrated for maintenance of the Temple may be redeemed. But if one said: These saplings are like an offering until they are cut down, or: This garment is like an offering until it is burned,¹³⁹ then they are not subject to the possibility of redemption.

¹⁴⁰ GEMARA: The Gemara questions the language of the mishna: Why does the mishna utilize the wording: They have redemption and they do not have redemption? Let the mishna teach: They are consecrated and they are not consecrated, since the primary novelty is that they are consecrated, but not completely. The Gemara answers: Since it wanted to teach in the latter clause the phrase: They are not subject to the possibility of redemption, which cannot be expressed as: They are not consecrated, as they are consecrated, it taught also the first clause using the language: They are subject to the possibility of redemption.

¹⁴¹ The Gemara elaborates: How did he take a vow? What was the precise language that he used? Ameimar said: Where he says: These saplings are like an offering if they are not cut down today, and the day passed and they were not cut down. The Gemara asks: If so, why do I need to say that they are consecrated? Isn't it obvious that his vow takes effect? The Gemara answers: No, it is necessary in a case where there is a great strong wind and he thought that they would be uprooted by the wind.

¹⁴² The Gemara asks: But isn't this taught together with the case of a garment, indicating that the two are equivalent, and is a garment ready for burning, i.e., is it assumed that it will burn? The Gemara answers: Yes, in a case where there is a fire. The Gemara explains: Here also there is a great strong wind, and it enters your mind that one raised in his mind the possibility that the saplings will not be saved, and due to that reason he took a vow. Since in any event he assumes he will lose the saplings, perhaps he did not really intend to consecrate them. The mishna teaches us that in spite of this it is still considered a vow.

¹⁴³ § The mishna states that if he said: These saplings are like an offering until they are cut down, they are not subject to the possibility of redemption. The Gemara asks: And are they not subject to redemption forever? Bar Padda said: If he redeemed them, they become consecrated again, as they have not yet been cut down. If he redeemed them again, they become consecrated again, until they are cut down. Once they are cut down, he redeems them once and it is sufficient. And Ulla said: Once they are cut down one does not need to redeem them again because they are no longer consecrated.

¹⁴⁴ Rav Hamnuna said to Ulla: Where did their sanctity go? How can the consecrated saplings become non-sacred without being redeemed? And what would happen if one said to a woman while performing betrothal: Today you are my wife and tomorrow you are not my wife? Would she exit the marriage the next day without a bill of divorce? Likewise, in the mishna, once one consecrated the saplings, how is their sanctity withdrawn without redemption?

¹⁴⁵ Rava said to him: How do you compare sanctity inherent in its value to inherent sanctity? Sanctity inherent in its value departs with nothing being done, since it is conditional. When the condition is fulfilled and the saplings are cut, the sanctity is removed. However, inherent sanctity, which relates to an entity that itself is consecrated, e.g., a betrothed woman, does not depart with nothing being done. An action must be performed in order to remove it.

¹⁴⁶ Abaye said to him: And does inherent sanctity not depart with nothing being done? But isn't it taught in a baraita that if one said: This ox is a burnt-offering for all of thirty days and after thirty

days it is a peace-offering, for all of thirty days it is a burnt-offering and after thirty days it is a peace-offering. One can ask: Why is this so? These offerings are examples of inherent sanctity, and it departs with nothing being done. After thirty days, it is transformed into a peace-offering without any action being taken.

¹⁴⁷ The Gemara answers: With what are we dealing here? It is a case where one did not consecrate the animal as a burnt-offering or peace-offering but rather he said that he was consecrating it for its monetary value, with which to purchase a burnt-offering or peace-offering. Therefore, there was no inherent sanctity.

¹⁴⁸ The Gemara asks: If so, say the latter clause: If he said that after thirty days it should be a burnt-offering, and from now until thirty days it should be a peace-offering, his words are binding. Granted, if you say that one clause is referring to inherent sanctity and one clause is referring to sanctity inherent in its value,

¹⁴⁹ then this is the reason that it was necessary for the tanna to teach two clauses: In order to emphasize that this halakha applies in both cases, as it might enter your mind to say: Inherent sanctity does not lapse on its own, but sanctity inherent in its value departs with nothing being done. Because of this, the tanna taught two clauses, to demonstrate that there is no difference between them: Both depart with nothing being done.

¹⁵⁰ But if you say that this clause and that clause refer to sanctity inherent in its value, why do I need to teach two clauses? Now, it can be said that if from the stringent sanctity of the burnt-offering to the less stringent sanctity of a peace-offering, the stringent sanctity departs and the animal becomes like a peace-offering, then from the less stringent sanctity of the peace-offering to the more stringent sanctity of the burnt-offering, need this be said?

¹⁵¹ The Gemara proposes: Let us say that this baraita should be a conclusive refutation of bar Padda, who said: Sanctity does not depart with nothing being done and the trees require redemption, while the baraita demonstrates that even inherent sanctity lapses on its own?

¹⁵² Rav Pappa said: Bar Padda could have said to you: This is what the baraita is saying: If one says: This ox, after thirty days, is a burnt-offering, then if he does not say: From now it is a peace-offering, then after thirty days it is a burnt-offering. But when he adds: From now it is a peace-offering, the sanctity of a peace-offering takes effect upon it and does not depart with nothing being done.

¹⁵³ This is just as it is in the case of a man who says to a woman: Be betrothed to me after thirty days with this money that I give you, that she is betrothed after thirty days. And this is so, although the money was squandered away in the meantime and does not exist at the end of thirty days, when the betrothal takes effect. Here as well, the sanctity of a burnt-offering takes effect after thirty days.

¹⁵⁴ The Gemara asks: If this is what happened, then it is obvious that it is so. Why, then, does this halakha need to be taught? The Gemara answers: No, it is necessary in a case where he retracted within these thirty days and did not want the animal to be consecrated at all. Although the sanctity did not actually take effect yet, he may not retract.

¹⁵⁵ The Gemara asks: This works out well according to the one who said that a woman who is betrothed on the condition that the betrothal takes effect after thirty days may not retract even if she changed her mind within these thirty days, and the betrothal still takes effect after thirty days. But

according to the one who says that she may retract, what can be said? Why should the halakha of consecration be any different than for betrothal?

¹⁵⁶ The Gemara answers: Even according to the one who says that there, in the case of betrothal, the woman may retract within thirty days, here, in the case of the burnt-offering, it is different because the legal status of one's declaration to God is equal to that of his transfer to a common person [hedyot], where the acquisition is consummated at the time of transfer. Since God is not associated with a particular location, a verbal statement is sufficient to establish sanctity immediately. But in the case of the betrothal of a woman, it can be argued that the betrothal takes effect only at the end of thirty days.

¹⁵⁷ The Gemara relates: Rabbi Avin and Rav Yitzḥak, son of Rabbi, sat before Rabbi Yirmeya, and Rabbi Yirmeya was dozing [menamnem]. While he was dozing, they sat and said: According to bar Padda, who said that if he redeems them they become consecrated again,

¹⁵⁸ resolve the dilemma from here, as Rav Hoshaya asked: In the case of one who gives two perutot to a woman and says to her: With one of them be betrothed to me today and with one be betrothed to me after I divorce you, what is the halakha? Rav Hoshaya was uncertain whether the second betrothal is effective after the divorce. Bar Padda holds that if he redeems the consecrated saplings, they again become consecrated. Apparently, he holds that upon the redemption, the second consecration immediately goes into effect. From bar Padda's opinion, one could say: So too, here, after the first marriage is ended by the bill of divorce, the second betrothal that was previously performed takes effect, and it should be a valid betrothal.

¹⁵⁹ Rabbi Yirmeya, who had been dozing, woke up when he heard their conversation and said to them: For what reason are you comparing where he redeemed them to where others redeemed them? The halakhot are not similar. This is what Rabbi Yoḥanan said: If he redeemed the saplings, they become consecrated again, but if others redeemed them before they were cut they do not become consecrated again, since they are not in his possession anymore, and the case of a woman given a bill of divorce from her husband is considered as if others redeemed her. This is because upon divorce she is completely independent, and the second marriage can therefore take effect only with her consent. But if she refuses, the betrothal is not valid.

¹⁶⁰ It was also stated that Rabbi Ami said that Rabbi Yoḥanan said: They taught only that bar Padda holds that the saplings become consecrated again when he redeemed them himself, but when others redeemed them they do not become consecrated again for he cannot consecrate them after they have been in the possession of others, and it no longer depends on his intent.

¹⁶¹ MISHNA: In the case of one who takes a vow that he will not derive benefit from seafarers, he is permitted to benefit from those who live on dry land. But if he takes a vow not to derive benefit from those who live on dry land, he is also prohibited from deriving benefit from seafarers, because seafarers are included within the category of those who live on dry land. The mishna now defines seafarers: Not like those that travel by ship from Akko to Jaffa, which is a short trip, but rather one who customarily departs [lefaresh] to distant locations, e.g., foreign countries.

¹⁶² GEMARA: With regard to the mishna's definition of seafarers, there is a dispute between Rav Pappa and Rav Aḥa, son of Rav Ika. One teaches this statement with regard to the first clause of the mishna, and one teaches it with regard to the latter clause. The Gemara explains: The one who teaches it with regard to the first clause teaches it like this: One who takes a vow not to derive benefit

from seafarers is permitted to derive benefit from those who live on dry land. But he is prohibited from deriving benefit from seafarers, and seafarers are not like those

¹⁶³ who travel from Akko to Jaffa, for they are treated like those who dwell on the land. Rather, the term seafarers means he took a vow that deriving benefit from those who customarily depart out to sea is forbidden to him.

¹⁶⁴ And the one who teaches it with regard to the latter clause of the mishna teaches in this manner: One who takes a vow not to derive benefit from those who dwell on dry land is prohibited from deriving benefit from seafarers, and this is the halakha not only with regard to those who travel from Akko to Jaffa, who are certainly not considered seafarers, but even with regard to one who customarily departs to great distances. Why is such a person also considered a dweller on dry land? Since eventually he will go up onto dry land. No one lives his entire life at sea. Eventually, one will reach dry land, so all people are called dwellers on dry land.

¹⁶⁵ MISHNA: One who takes a vow not to derive benefit from those who see the sun is prohibited from deriving benefit even from the blind, although they see nothing. This is because he meant only to include all those that the sun sees, i.e., shines upon with light.

¹⁶⁶ GEMARA: The Gemara explains why the mishna states that blind people are included: What is the reason for this? Since he did not say: From those who see, which would exclude blind people. Instead, he employed the phrase: Those who see the sun, which comes to exclude fish and fetuses, who do not see the sun. Consequently, the vow is interpreted to refer to those who are exposed to the sun, including the blind.

¹⁶⁷ MISHNA: One who takes a vow not to derive benefit from those that have dark heads [sheḥorei harosh] is prohibited from deriving benefit from those that are bald, although they have no hair at all, and from the elderly who have white hair. This is because the term is not to be understood in its simple meaning but rather in a broader manner. But he is permitted to derive benefit from women and from children, because only men are called: Those with dark heads.

¹⁶⁸ GEMARA: What is the reason that the term dark heads does not exclude those that are bald? Because it does not say: From those with hair.

¹⁶⁹ The mishna states: But he is permitted to derive benefit from women and from children, because only men are called: Those with dark heads. The Gemara explains: What is the reason for this? Men sometimes cover their heads and sometimes uncover their heads. They can be called dark heads since, for the most part, they have dark hair which is often uncovered. But women's heads are always covered, and children's heads are always uncovered, and the expression dark heads is referring to men whose hair is sometimes seen.

¹⁷⁰ MISHNA: One who takes a vow not to derive benefit from those that are born [yeludim] is permitted to derive benefit from those who will be born [noladim] after the time of the vow. But if one takes a vow not to derive benefit from those who will be born, he is also prohibited from deriving benefit from those that are already born at the time of the vow. Rabbi Meir permits deriving benefit even from those that are already born at the time of the vow because he holds that the one taking the vow was precise in prohibiting only those that will be born. And the Rabbis say: He intended to include with this expression only one whose nature is to be born. Therefore, both those who will be born and those who were already born are included in the vow.

¹⁷¹ GEMARA: The Gemara comments: According to Rabbi Meir, in the case of one who takes a vow that deriving benefit from those who will be born is forbidden to him, the halakha is that he is permitted to derive benefit even from those who are already born at the time of the vow. And the mishna's use of the term: Even, indicates that it is not necessary to say that those who will be born are permitted to him. The Gemara asks: However, if that is the case, from whom is he prohibited to derive benefit? The vow appears to have no effect.

¹⁷² The Gemara answers: The mishna is incomplete and is teaching like this: One who takes a vow not to derive benefit from those that are born is permitted to derive benefit from those who will be born after the time of the vow. But if one takes a vow not to derive benefit from those who will be born, he is also prohibited from deriving benefit from those that are already born at the time of the vow. Rabbi Meir says: Even one who takes a vow not to derive benefit from those who will be born is permitted to derive benefit from those who are already born, just as one who takes a vow not to derive benefit from those who are born is permitted to derive benefit from those who will be born, because Rabbi Meir claims that the one taking the vow was precise in his words.

¹⁷³ With regard to the distinction between the terms in the mishna, Rav Pappa said to Abaye: Is this to say that the word noladim means those who will be born in the future? But if that is so, it says in the verse: "Your two sons who were born [noladim] to you in the land of Egypt" (Genesis 48:5), does it also mean those who will be born? The verse is referring to Manasseh and Ephraim, who were already alive.

¹⁷⁴ The Gemara responds: But rather, what should one say; that the expression means those already born? However, if that is so, that which is written: "Behold, a son shall be born [nolad] to the house of David, Josiah by name" (I Kings 13:2), is the meaning also that he is already born? But Manasseh had not yet come into this world, and certainly not his grandson Josiah. Rather, sometimes the word means this, those already born, and sometimes means that, those who are not yet born, and with regard to vows, follow the colloquial language, in which the word noladim is used to mean those who are not yet born, so the vow is interpreted in this manner.

¹⁷⁵ The mishna states: And the Rabbis say: He intended to include with this expression only one whose nature is to be born. The Gemara asks: What does this term exclude? The Gemara answers: It serves to exclude fish and birds, which are not born but are hatched from eggs, whereas the word noladim means those born from their mother's womb.

¹⁷⁶ MISHNA: One who takes a vow that deriving benefit from those who rest on Shabbat is forbidden to him is prohibited from deriving benefit from a Jew, and he is also prohibited from deriving benefit from Samaritans [Kutim] because they are also Shabbat observers. One who takes a vow that deriving benefit from those who eat garlic on Shabbat night is forbidden to him is prohibited from deriving benefit from a Jew, and he is also prohibited from benefiting from Samaritans. However, if one takes a vow that deriving benefit from those who ascend to Jerusalem is forbidden to him, he is prohibited from deriving benefit from a Jew, but he is permitted to benefit from Samaritans because they do not ascend to Jerusalem, but rather, to Mount Gerizim.

¹⁷⁷ GEMARA: The Gemara asks: What is the meaning of the expression in the mishna: Those who rest on Shabbat? If we say that the one who took the vow intended to render forbidden deriving benefit from those who uphold Shabbat, i.e., who actually observe it, why mention specifically that he is prohibited from deriving benefit from Samaritans; even benefit from other gentiles who are

Shabbat observers should also be prohibited? Rather, the intention of the tanna was to refer to a case where one took a vow that deriving benefit from those who are commanded about observing Shabbat is forbidden, and this tanna holds that the Samaritans are considered true converts, commanded to observe Shabbat.

¹⁷⁸ The Gemara asks: If that is so, say the latter clause of the mishna: If he takes a vow that deriving benefit from those who ascend to Jerusalem is forbidden to him, he is prohibited from deriving benefit from a Jew but permitted to derive benefit from Samaritans. Why? But aren't Samaritans commanded to ascend just like other Jews?

¹⁷⁹ Abaye said: It is teaching about those who are commanded and actually perform a mitzva, and the mishna is to be understood as follows: In the first two clauses of the mishna, which concern Shabbat observance and eating garlic, both Jews and Samaritans are included because they are commanded and actually perform the mitzva. However, with regard to gentiles, those who perform these mitzvot have the status of those who perform the mitzva but are not commanded to do so. Therefore, the one who took the vow is permitted to derive benefit from them. Concerning the case of those who ascend to Jerusalem, a Jew is commanded to keep this mitzva and performs it, while Samaritans are commanded but do not perform it, so he is permitted to derive benefit from them.

¹⁸⁰ MISHNA: If one says: The property of the descendants of Noah is konam for me, and for that reason I will not benefit from it, he is permitted to derive benefit from a Jew but prohibited from deriving benefit from the nations of the world.

¹⁸¹ GEMARA: The Gemara asks: And is a Jew excluded from the category of the descendants of Noah? They are also descendants of Noah. The Gemara answers: Since Abraham was sanctified and designated to possess a unique role in the world, all his descendants are called by his name and are no longer termed the descendants of Noah.

¹⁸² MISHNA: If one says: The property of the offspring of Abraham is forbidden to me, and for that reason I will not benefit from it, he is prohibited from deriving benefit from a Jew but permitted to derive benefit from the nations of the world.

¹⁸³ GEMARA: Concerning the mishna's ruling that the one who takes such a vow is permitted to derive benefit from the nations of the world, the Gemara asks: But isn't there Ishmael and his descendants, who are also Abraham's offspring? Why isn't deriving benefit from them forbidden as well? The Gemara answers: It is written with regard to Abraham: "For in Isaac shall seed be called to you" (Genesis 21:12), which demonstrates that the descendants of Ishmael are not termed the offspring of Abraham. The Gemara asks: But isn't there Esau and his descendants; they are also offspring of Abraham, since they are descendants of Isaac? The Gemara answers that the words "in Isaac" mean that some of Isaac's descendants, i.e., the children of Jacob, are included in the offspring of Abraham, but not all the descendants of Isaac.

¹⁸⁴ MISHNA: If one says: The property of a Jew is forbidden to me, and for that reason I will not benefit from it, he may purchase items from a Jew for more than the market price and may sell items to a Jew for less than the market price, so that he does not derive benefit from the transactions. If one says: Benefit from me is forbidden to a Jew, he may purchase items from a Jew for less than the market price and may sell items to a Jew for more than the market price, so that he does not derive benefit from the transactions. But although this would be permitted, they do not listen to him, i.e., people will generally not agree to deal with him in a manner that causes them a loss in every

transaction. If one says: The property of a Jew is forbidden to me, and for that reason I will not benefit from them, and my property is forbidden to a Jew and they will not benefit from me, in this case he may benefit from the nations of the world but not from a Jew, and a Jew may not benefit from him.

¹⁸⁵ GEMARA: Shmuel said: In the case of one who takes a vessel from a craftsman to examine it, and an accident occurs to it while it is in his hand, e.g. it broke, the one who examined it is liable to pay for the damages. Since the one examining the item could have completed the sale at any time, he is treated like a borrower while he examines it, as all the benefit is his. The Gemara comments: Apparently, Shmuel holds that in every sale the primary benefit belongs to the buyer. The buyer benefits much more than the seller, and therefore he must pay for accidents.

¹⁸⁶ The Gemara raises a difficulty with Shmuel's statement: We learned in the mishna that if one says: The property of a Jew is forbidden to me, and for that reason I will not benefit from it, he may sell items to a Jew for less than the market price. The Gemara infers: He may sell at a lesser price, but selling the items at a price equal to the market price is not permitted. But if the primary benefit of the sale is to the buyer, then even selling the items at a price equal to the market price should be permitted. The Gemara answers: The mishna is referring to a sale that lies in his face, i.e., an item that arouses no interest among potential buyers. In that case, the seller benefits from the sale even if the item is sold at market value, and this is prohibited.

¹⁸⁷ The Gemara asks: If so, say the first clause of that halakha: He may purchase items from a Jew for more than the market price. If the mishna deals with a case where the seller is glad to sell, why does the buyer need to pay more? He should be permitted to pay the market value. Furthermore, say the latter clause of the mishna: If one says: Benefit from me is forbidden to a Jew, he may purchase items from a Jew for less than the market price and may sell items to a Jew for more than the market price. But if it is referring to a sale that lies in his face, then even if he sells at the price equal to the purchase price he has more benefit than the buyer, and it should be permitted.

¹⁸⁸ The Gemara answers: The latter clause is referring to the opposite case, in a keen [ḥarifa] sale, i.e., one in which the merchandise arouses keen interest among potential buyers. Therefore, the buyer benefits if he pays the market price. The Gemara asks: If that is so, that the latter clause is referring to such a case, why should the one who took the vow purchase it for less than the market price? Even at the price equal to the purchase price it should be permitted, since the merchandise is selling well and the seller derives no benefit from it. Rather,

¹⁸⁹ it must be that the mishna is dealing with an average sale, which is neither of particularly low quality and difficult to sell nor of particularly high quality and in high demand. Therefore, when it is sold at the fixed price, it cannot be said that either the buyer or seller benefits. Consequently, the one taking the vow must lower the price when selling to those forbidden by the vow and add to the price when buying from them. And by contrast, the case of Shmuel is referring to a keen sale, in which a sale at the fixed price is considered to be primarily beneficial to the buyer.

¹⁹⁰ The Gemara comments: It is taught in a baraita in accordance with the opinion of Shmuel that taking an item from the seller to inspect it before purchase is considered like borrowing it. In the case of one who takes utensils from a merchant in order to send them to his father-in-law's house as a gift and says to the merchant: If they accept them from me I will give you their value, and if they do not want them, I will give you a sum of money according to the value of the financial benefit that I

received from them, i.e., I will pay something for the benefit that I received from showing my father-in-law that I want to honor him, then if an accident occurs to the utensils on the way to the house of the father-in-law and they are broken, the buyer is liable to pay because he has the status of a borrower.

¹⁹¹ But if the father-in-law did not want them and returned them to the seller, and an accident occurred on the return trip, the buyer is exempt because he is like a paid bailee. Since the father-in-law decided not to accept them, and the prospective buyer no longer benefits from them, he is not considered to be a borrower, but rather, a paid bailee of these utensils, and a paid bailee is exempt in the case of an accident.

¹⁹² The Gemara relates: There was a certain middleman [safseira] who took a donkey to sell but it was not sold, i.e., he was unsuccessful in finding a buyer. While he was in the midst of returning the donkey to its owner, an accident occurred to the donkey. Rav Nahman then obligated him to pay for it. Rava raised an objection to Rav Nahman from this baraita: If an accident occurred while on the way, he is liable to pay; if it occurred on the return trip he is exempt. Since the case involving Rav Nahman occurred on the return trip, why did Rav Nahman obligate him to pay?

¹⁹³ Rav Nahman said to him: The return trip of a middleman is like the trip there, and an item is not considered returned until he actually gives it to its owner. This is because were he to find someone to sell the donkey to even at the door of his house, would he not sell it? Therefore, he retains the status of a borrower. However, in the case of bringing a gift to a particular person who does not accept it, the sale is nullified, and the prospective buyer has only to take care of the item until it is returned to its owner, which gives him the status of a paid bailee.

¹⁹⁴ MISHNA: If one says: Benefiting from those who are uncircumcised is konam for me, he is permitted to derive benefit from uncircumcised Jews because they are not regarded as uncircumcised, but he is prohibited from deriving benefit from the circumcised of the nations of the world.

¹⁹⁵ Conversely, if he said: Benefiting from those who are circumcised is konam for me, he is prohibited from deriving benefit even from uncircumcised Jews and he is permitted to derive benefit from the circumcised of the nations of the world, as the term uncircumcised is used only to name the nations of the world, as it is stated: "For all the nations are uncircumcised, but all the house of Israel are uncircumcised in the heart" (Jeremiah 9:25), and it says: "And this uncircumcised Philistine shall be" (I Samuel 17:36), and it says: "Lest the daughters of the Philistines rejoice, lest the daughters of the uncircumcised triumph" (II Samuel 1:20). These verses indicate that ordinary gentiles are referred to as uncircumcised, regardless of whether they are actually circumcised.

¹⁹⁶ Rabbi Elazar ben Azarya says: The foreskin is repulsive, as is evident from the fact that the wicked are disgraced through it, as it is stated: "Behold, the days come, says the Lord, that I will punish all them that are circumcised in their uncircumcision: Egypt, and Judah, and Edom, and the children of Ammon, and Moab, and all that have the corners of their hair polled, that dwell in the wilderness; for all the nations are uncircumcised, but all the house of Israel are uncircumcised in the heart" (Jeremiah 9:25), which indicates that there is an element of disgrace associated with the foreskin. Rabbi Yishmael says: So great is the mitzva of circumcision that thirteen covenants were sealed with regard to it, for the word covenant appears thirteen times in the biblical passage that discusses circumcision (Genesis, chapter 17).

¹⁹⁷ Rabbi Yosei says: So great is the mitzva of circumcision that it overrides the strict halakhot of Shabbat, as circumcision is performed even if the eighth day following the birth of a son occurs on Shabbat, despite the fact that circumcision violates the prohibition of labor on Shabbat.

¹⁹⁸ Rabbi Yehoshua ben Korḥa says: Great is the mitzva of circumcision, as is evident from the fact that the punishment of Moses the righteous for not circumcising his son when he was capable of doing so was not postponed for even a full hour (see Exodus 4:24–26).

¹⁹⁹ Rabbi Neḥemya says: So great is the mitzva of circumcision that it overrides the prohibitions associated with leprosy. If leprosy is found on the foreskin of an infant, although it is generally prohibited to cut the afflicted area, it is permitted to do so to perform the mitzva of circumcision. Rabbi Yehuda HaNasi says: So great is the mitzva of circumcision that despite all the mitzvot that Abraham our Patriarch did, he was not called wholehearted until he circumcised himself, as it is stated at the time that the mitzva was given to him: “Walk before Me and you should be wholehearted” (Genesis 17:1).

²⁰⁰ Alternatively, so great is the mitzva of circumcision that if not for it the Holy One, Blessed be He, would not have created His world, as it is stated: “Thus says the Lord: If My covenant be not with day and night, I would not have appointed the ordinances of heaven and earth” (Jeremiah 33:25), and the covenant that exists day and night is the covenant of circumcision, as it is always found on the person’s body.

²⁰¹ GEMARA: It is taught in a baraita that Rabbi Yehoshua ben Korḥa says: So great is the mitzva of circumcision that all the merits that Moses our teacher accrued when he performed mitzvot did not protect him when he was negligent about performing the mitzva of circumcision, as it is stated: “And the Lord met him and sought to kill him” (Exodus 4:24).

²⁰² Rabbi Yehuda HaNasi said: Heaven forbid that Moses our teacher was neglectful of the mitzva of circumcision. Rather, this is what he said: If I circumcise the child now and depart to begin my journey, it is a danger for the child, as it is stated: “And it came to pass on the third day, when they were in pain” (Genesis 34:25), which indicates that the pain of circumcision lasts for several days and the child may be in danger while in pain. If I circumcise him immediately and wait three days and only then embark on the journey, this is problematic, as the Holy One, Blessed be He, said to me: “Go, return into Egypt” (Exodus 4:19), i.e., go immediately. For these reasons Moses did not circumcise the child immediately, but no neglect existed on his part. But according to this explanation, for what reason was Moses punished?

²⁰³ Because he was occupied with lodging first and did not immediately perform the mitzva of circumcision, as it is stated: “And it came to pass on the way at the lodging-place” (Exodus 4:24).

²⁰⁴ Rabban Shimon ben Gamliel says: It was not Moses our teacher that Satan wanted to kill, but rather, that infant who was not circumcised, as it is stated: “Surely a bridegroom of blood are you to me” (Exodus 4:25). Go out and see: Who does it make sense would be the one that is called the bridegroom in this instance? You must say this is the infant, since he is the one who entered the covenant of Abraham by means of the circumcision.

²⁰⁵ Rabbi Yehuda bar Bizna taught: At the time that Moses our teacher was negligent about the circumcision, the destructive angels named Af, meaning anger, and Ḥeima, meaning wrath, came and

swallowed him, and only his legs were left outside. Immediately, “Zipporah took a flint, and cut off the foreskin of her son” (Exodus 4:25), and immediately “He let him alone” (Exodus 4:26).

²⁰⁶ At that moment, Moses our teacher wanted to kill them, as it is stated: “Cease from anger [af] and forsake wrath [ḥeima]” (Psalms 37:8), which indicates that he wanted to harm them. And there are those who say: He killed the angel named Ḥeima, as it is stated: “Wrath is not in me” (Isaiah 27:4). The Gemara asks: How is it possible to say that he killed Ḥeima? Isn’t it written that Moses himself said much later: “For I was in dread of the anger and wrath” (Deuteronomy 9:19)? The Gemara answers: There are two types of wrath. And if you wish, say that the army of Ḥeima remained but not the angel itself.

²⁰⁷ It is taught in a baraita: Rabbi Yehuda HaNasi says: Great is the mitzva of circumcision, for there is no one who was engaged in mitzvot like Abraham our Patriarch, and yet he was called wholehearted only due to the mitzva of circumcision, as it is stated: “Walk before Me and you should be wholehearted” (Genesis 17:1), and it is written in the next verse: “And I will make My covenant between Me and you” (Genesis 17:2), and Abraham was then commanded with regard to circumcision. This indicates that he was not called wholehearted until he performed circumcision.

²⁰⁸ Alternatively, so great is the mitzva of circumcision that it is equal to all the mitzvot of the Torah, as it is stated at the giving of the Torah: “For according to these words I have made a covenant with you and with Israel” (Exodus 34:27), and “covenant” refers to circumcision. Alternatively, so great is the mitzva of circumcision that if not for circumcision heaven and earth would not have been established, as it is stated: “If My covenant be not with day and night, I would not have appointed the ordinances of heaven and earth” (Jeremiah 33:25), and the covenant that exists day and night is the covenant of circumcision, as it is always found on the person’s body.

²⁰⁹ The Gemara comments: And this statement disagrees with the words of Rabbi Eliezer, for Rabbi Eliezer said: Great is the Torah, for if not for Torah, heaven and earth would not have been established, as it is stated: “If My covenant be not with day and night, I would not have appointed the ordinances of heaven and earth” (Jeremiah 33:25). According to Rabbi Eliezer, the covenant that exists day and night is the Torah, as it says: “You should contemplate it day and night” (Joshua 1:8).

²¹⁰ Rav Yehuda said that Rav said: At the time that the Holy One, Blessed be He, said to Abraham our Patriarch: “Walk before Me and you should be wholehearted” (Genesis 17:1), a sensation of trembling seized him and he said: Perhaps there is something disgraceful about me due to a transgression that I committed, and therefore I cannot be called complete. When God said to him: “And I will make My covenant between Me and you” (Genesis 17:2), his mind was set at ease, since he understood that the removal of the foreskin that he was now commanded to do was the reason he had not yet achieved completion.

²¹¹ The Gemara expounds the verse “and He brought him outside” (Genesis 15:5): Abraham said before Him: Master of the Universe, I looked at my constellation and according to it I will have only one son, and a son has already been born to me, i.e., Ishmael. He said to him: Emerge from your astrology because there is no constellation for the Jewish people, as they are not subject to the influence of astrology.

²¹² Rabbi Yitzḥak said: Anyone who conducts himself with wholeheartedness, the Holy One, Blessed be He, treats him with wholeheartedness, as it is stated: “With the devout You act devoutly, and with the one who is strong in his wholeheartedness You act wholeheartedly” (II Samuel 22:26).

²¹³ Rabbi Hoshaya said: Anyone who acts wholeheartedly, time will stand for him, i.e., he will be successful, as it is stated: “Walk before Me and you should be wholehearted” (Genesis 17:1), and it is written: “And you shall be the father of a multitude of nations” (Genesis 17:4).

²¹⁴ Rabbi Yehuda HaNasi said: Anyone who divines, i.e., he guesses and looks for signs about the future, the sign will injure him, as it is stated: “For there is to him [lo] divination with Jacob” (Numbers 23:23). The Gemara asks: But it is written lo with the letters lamed ales, meaning “no divination,” as opposed to with the letters lamed vav, meaning “there is to him divination.” The straightforward meaning of the verse is that there is no divination with regard to Jacob. Rather, the reason that he will be injured is not based on the verse but rather due to the concept of measure for measure: Since he attempts to tell his fortune, it injures him.

²¹⁵ Ahava, son of Rabbi Zeira, teaches: Any person who does not divine his future is brought inside a partition close to God to a place that even the ministering angels cannot enter inside, as it is stated: “For there is no divination with Jacob, neither is there any enchantment with Israel, now it is said to Jacob and Israel what has God wrought” (Numbers 23:23). In other words, matters are revealed to Israel that even the angels do not know, since Israel is closer to God than the angels.

²¹⁶ Rabbi Abbahu said that Rabbi Elazar said: For what reason was Abraham our Patriarch punished and his children enslaved to Egypt for 210 years? Because he made a draft [angarya] of Torah scholars, as it is stated: “He led forth his trained men, born in his house” (Genesis 14:14). These trained men that he took to war were actually his disciples, who were Torah scholars.

²¹⁷ And Shmuel said: Because he greatly examined [hifriz] the characteristics of the Holy One, Blessed be He, as it is stated: “Whereby shall I know that I shall inherit it?” (Genesis 15:8). And Rabbi Yoḥanan said: He was punished because he distanced people from entering under the wings of the Divine Presence, as it is stated that the king of Sodom said to him: “Give me the people and take the goods to yourself” (Genesis 14:21), but Abraham refused to take any goods either. If he had not listened to the king of Sodom and had allowed the people to remain with him, he would have brought the prisoners under the wings of the Divine Presence.

²¹⁸ The Gemara returns to discuss one of the verses cited previously: “He led forth [vayyarek] his trained men, born in his house” (Genesis 14:14). Rav said: He showered them [horikan] with Torah like someone who pours from one vessel into another, and Shmuel said: He showered them [horikan] with gold and gave them an abundance of money so that they would go to war with him.

²¹⁹ The Torah states that he took “eighteen and three hundred” (Genesis 14:14) men to war. Rabbi Ami bar Abba said: Eliezer was equivalent to all of them. There are those who say: Only Eliezer is referred to here, as the numerical value of the letters of his name is this amount, i.e., 318.

²²⁰ And Rabbi Ami bar Abba said: Abraham recognized his Creator at the age of three years, as it is stated: “Because [ekev] Abraham hearkened to My voice” (Genesis 26:5). The numerical value of the letters of the word ekev is 172, indicating that he observed the halakha for this many years. If Abraham lived until 175 then his first recognition of the Creator must have been at the age of three.

²²¹ And Rami bar Abba said in a similar manner:

²²² The letters of the term the Satan [haSatan] in numerical value is 364, which equals the number of days of the year, except for Yom Kippur, during which he has no power. And Rami bar Abba said: It is written “Abram,” and after he was commanded to perform circumcision it is written “Abraham”

(Genesis 17:5). Initially the Holy One, Blessed be He, enthroned him as ruler over 243 limbs, which is the numerical equivalent of the letters of the word Abram. And in the end, after he was circumcised, He enthroned him as ruler over 248 limbs, which is the numerical equivalent of the letters of the word Abraham.

²²³ These are the additional limbs: Two eyes, and two ears, and the tip of the sex organ. Following his circumcision, he had total control over them, and they performed only according to his will.

²²⁴ And Rami bar Abba said: What is the meaning of that which is written: “There was a little city and few men in it, and there came a great king against it, and besieged it, and built great bulwarks against it. Now there was found in it a man poor and wise, and he by his wisdom delivered the city; yet no man remembered that same poor man” (Ecclesiastes 9:14–15)? “A little city,” this is referring to the body; “and few men in it,” this is referring to the limbs; “and there came a great king against it and besieged it,” this is referring to the evil inclination; “and built great bulwarks against it,” these are sins.

²²⁵ The Gemara expounds on the next section of the verse: “Now there was found in it a man poor and wise,” this is referring to the good inclination; “and he by his wisdom delivered the city,” this is referring to repentance and good deeds that are caused by the good inclination. “Yet no man remembered that same poor man” means that when the evil inclination overcomes the good inclination no one remembers the good inclination.

²²⁶ The Gemara interprets the following verse in a similar homiletical manner: “Wisdom is a stronghold to the wise man more than ten rulers that are in a city” (Ecclesiastes 7:19). “Wisdom is a stronghold to the wise man,” this is referring to repentance and good deeds. “More than ten rulers,” these are the two eyes, and two ears, and two hands, and two legs, and the tip of the sex organ, and the mouth, which are the limbs that are used by a person to interact with the world.

²²⁷ Rabbi Zekharya said in the name of Rabbi Yishmael: The Holy One, Blessed be He, wanted the priesthood to emerge from Shem, so that his children would be priests, as it is stated: “And Melchizedek king of Salem brought forth bread and wine; and he was priest of God the Most High” (Genesis 14:18). Once Melchizedek, traditionally identified as Shem, placed the blessing of Abraham before the blessing of the Omnipresent, He had the priesthood emerge from Abraham in particular, and not from any other descendant of Shem.

²²⁸ As it is stated: “And he blessed him and said: Blessed be Abram of God Most High, Maker of heaven and earth, and blessed be God the Most High” (Genesis 14:19–20). Abraham said to him: And does one place the blessing of the servant before the blessing of his master? You should have blessed God first. Immediately the Holy One, Blessed be He, gave the priesthood to Abraham, as it is stated: “The Lord says to my lord: Sit at My right hand, until I make your enemies your footstool” (Psalms 110:1), and afterward it is written: “The Lord has sworn, and will not repent: you shall be a priest forever, because you are a king of righteousness [al divrati malki tzedek]” (Psalms 110:4), which is explained homiletically to mean: Due to the improper words [divrati] of Melchizedek, the offspring of Abraham shall be priests of God forever.

²²⁹ The Gemara comments: And this is as it is written: “And he was priest of God the Most High” (Genesis 14:18), which emphasizes that he, Melchizedek, is a priest, but his children will not be priests.

Chapter 4

¹ MISHNA: The difference between one for whom benefit from another is forbidden by vow [hamuddar hana'a mehaveiro] and one for whom benefit from his food is forbidden by vow concerns only setting foot on the other person's property and borrowing from that person utensils that one does not use in preparation of food but for other purposes. Those two benefits are forbidden to the former but permitted to the latter.

² Therefore, with regard to one for whom benefit from another's food is forbidden by vow, that person may not lend him utensils used in the preparation of food, e.g., a sieve, or a strainer, or a millstone, or an oven. However, he may lend him a garment, or a finger ring, or a cloak, or nose rings, as these are not used in the preparation of food. However, he may not lend them to one for whom benefit from him is forbidden by vow.

³ GEMARA: Who is the tanna who taught this mishna? Rav Adda bar Ahava said: It is Rabbi Eliezer, as it is taught in a baraita that Rabbi Eliezer said: Even overlooking [vittur] a matter for which one is typically indifferent to the actions of others, e.g., people setting foot on one's property, is prohibited in the case of one prohibited by vow from deriving benefit from another.

⁴ § We learned in the mishna: With regard to one for whom benefit from another's food is forbidden by vow, that person may not lend him utensils used in the preparation of food.

⁵ The Gemara asks: But didn't he vow that he is prohibited from partaking of food, and those items are not food items? Rabbi Shimon ben Lakish said: The mishna is referring to a case where he says: Benefit from your food is forbidden to me, which includes any benefit associated with food.

⁶ The Gemara asks: Say that the result of a vow formulated in that manner is that he may not chew wheat kernels belonging to the one from whose food benefit is forbidden and place them on his wound, as that is a benefit that results from food. However, that vow does not render items used in the preparation of food forbidden. Rava said that the mishna is referring to a case where he says: Benefit that leads to preparation of your food is forbidden to me.

⁷ Rav Pappa said: Borrowing from him a sack in which to bring produce, or a donkey upon which to bring produce, or even merely a basket, each renders benefit that leads to food, and this benefit is forbidden. Rav Pappa raised a dilemma: If he seeks to borrow a horse upon which to ride or a ring with which to be seen when attending a feast, to create the impression that he is wealthy, what is the ruling? Is it prohibited to borrow these items, since having them in one's possession may indirectly result in his being served before others or being served higher-quality food; and therefore, borrowing those items provides benefit that leads to food? With regard to traversing and walking on his land that facilitates one's quick return home, enabling him to eat sooner, what is the halakha?

⁸ The Gemara proposes: Come and hear a proof from the mishna: However, he may lend him a garment, and a cloak, and nose rings, and finger rings. The Gemara asks: What are the circumstances of that situation? If we say it is a case where it is not the borrower's intent to be seen with them, and therefore there is no benefit that leads to food, does this need to be said? The vow rendered only food forbidden. Rather, isn't this halakha stated even in a case where he borrowed those items to be seen with them, and it is taught in the mishna that he may lend it to him?

⁹ The Gemara refutes this. No, actually the mishna is referring to a case where he borrowed those items with the intention not to be seen with them. In response to the question: Is it necessary to say so, the Gemara answers that it is not necessary to teach this halakha. However, since it is taught in the first clause: He may not lend him, when listing the matters that may not be loaned, the tanna taught the latter clause of the mishna with a parallel formulation: He may lend him. Rav Pappa's dilemma remains unresolved.

¹⁰ MISHNA: And with regard to any item that one does not use in the preparation of food, in a place where one rents items of that kind, that item is forbidden. Meaning, one for whom benefit from another is forbidden by vow is prohibited from borrowing this type of item from the one who vowed and imposed the prohibition. This is because one can use the money saved by borrowing the item rather than renting it to purchase food.

¹¹ GEMARA: The Gemara states: By inference, one may conclude that the first clause of the mishna, which states that the one for whom benefit from another is forbidden by vow is prohibited from deriving benefit from utensils used in the preparation of food, e.g., a sieve or a strainer, applies even if they are in a place where one does not rent items of that kind but typically lends them at no cost. The Gemara asks: Who is the tanna who taught this mishna? Rav Adda bar Ahava said: It is Rabbi Eliezer, who maintains that overlooking is prohibited in the case of one for whom benefit from another is forbidden by vow.

¹² MISHNA: With regard to one prohibited by vow from deriving benefit from another, if that other person chooses, he may contribute the half-shekel to the Temple on his behalf, and repay his debt, and return his lost item to him, and the one prohibited from benefiting is not considered to have benefited from him. In a place where one takes payment for returning a lost item, that benefit should fall into the category of consecrated Temple property.

¹³ GEMARA: The mishna allowed one who vowed and imposed the prohibition to pay the financial obligations of the one who is prohibited by vow to derive benefit from him. Based on this, the Gemara concludes: Apparently, repaying his debts is tantamount to merely driving away a lion from him, and it is permitted. He is not actually giving him anything. Rather, he is preventing potential future harm. That is not considered a benefit.

¹⁴ The Gemara asks: Who is the tanna who taught that in performing the actions listed in the mishna one is merely preventing harm? Rav Hoshaya said: This

¹⁵ is the statement of Ḥanan in a dispute pertaining to one who pays the debt of another. Ḥanan holds that he cannot demand to be reimbursed for that payment, since he merely prevented potential damage.

¹⁶ Rava said: Even if you say that everyone agrees that this is the halakha, it was stated with regard to one prohibited by vow from deriving benefit from another who borrowed money, and the creditor stipulated that it was on the condition that if he so chooses he does not need to repay the loan. In that case, by repaying the loan, one who vowed and imposed the prohibition did not actually repay his debt.

¹⁷ The Gemara asks: What is the opinion of Ḥanan to which the Gemara referred? The Gemara answers that it is as we learned in a mishna: In the case of a husband who went to a country overseas, and one other man arose and supported his wife on his own initiative and then demanded to be

reimbursed for that support when the husband returned, Ḥanan said: The one who took the initiative to support the wife lost his money, since the husband neither asked him to do so nor committed to compensate him.

¹⁸ The sons of High Priests disagreed with him and said: The one who took the initiative to support his wife will take an oath as to how much he spent and take repayment from the husband. Rabbi Dosa ben Harkinas said in accordance with the statement of the sons of High Priests. Rabbi Yoḥanan ben Zakkai said: Ḥanan spoke well, as in any case of this type he placed his money on the antler of a deer, i.e., a risky venture with no guaranteed return.

¹⁹ The Gemara explains the dispute between Rava and Rav Hoshaya with regard to attribution of the mishna: Rava did not say that the mishna is in accordance with the opinion of Ḥanan, as did Rav Hoshaya, and he preferred a different explanation, as he establishes the mishna in accordance with the statements upon which everyone agrees, rather than attributing it to an individual tanna. Rav Hoshaya did not say that the mishna is in accordance with the opinion of all the tanna'im as did Rava, as there is basis to issue a rabbinic decree prohibiting repayment of a loan for one for whom benefit from another is forbidden by vow on the condition that he does not need to repay the loan, due to a standard loan that he is required to repay. Therefore, he prefers to establish the mishna in accordance with the opinion of Ḥanan.

²⁰ § We learned in the mishna: He returns his lost item to him. Rabbi Ami and Rabbi Asi disagree about this. One said: They taught this only in a case where the property of the one returning the lost item is forbidden to the owner of the lost item, as when he returns it to him he is returning to him something of his own and is not giving him anything new. Consequently, returning a lost item in no way violates the vow. However, in a case where the property of the owner of the lost item is forbidden to the one returning the lost item, he may not return it to him, as in that case the owner indirectly benefits the one returning the lost item by enabling him to acquire the peruta of Rav Yosef. Rav Yosef said that the legal status of one tending to the return of a lost item is like that of a paid bailee. Since one who is engaged in a mitzva is exempt from performing another mitzva, while he is tending to the lost item he is exempt from giving charity to a pauper. Since the one returning the lost item profits from engaging in the return of the lost item, it is prohibited for him to do so, as he is prohibited by vow from deriving benefit from the owner of the lost item.

²¹ And one said: Even in a case where the property of the owner of the lost item is forbidden to the one returning the lost item, he returns it to him. And with regard to the concern due to the peruta of Rav Yosef, it is not a concern because it is uncommon for a pauper to happen upon a person just when he is tending to the lost item. Therefore, it cannot be said that there is profit in the return of a lost item.

²² We learned in the mishna: In a place where one takes payment for returning a lost item, the benefit that he receives for returning the item should fall into the category of consecrated Temple property. The Gemara asks: Granted, according to the one who says that even in a case where the property of the owner of the lost item is forbidden to the one returning the lost item, he returns it to him. This explanation is consistent with that which the mishna teaches: In a place where one takes payment for returning a lost item, the benefit that he receives for returning the item should fall into the category of consecrated Temple property.

²³ However, according to the one who says that in a case where the property of the owner of the lost item is forbidden to the one returning the lost item, he may not return it to him, and the mishna is referring exclusively to a case where the property of the one returning the lost object is forbidden to the owner of the lost object, why should the benefit fall into the category of consecrated Temple property? It is not prohibited for him to benefit from the property of the owner.

²⁴ The Gemara answers: The tanna of the mishna teaches about only one of the cases: The property of the one returning the lost object is forbidden to the owner, and the one returning the lost object refuses to accept compensation. In that case, the owner of the lost item benefits from the one returning the lost object by allowing him to keep the compensation. Therefore, the benefit is donated to the Temple treasury.

²⁵ There are those who teach the dispute in this formulation: Rabbi Ami and Rabbi Asi disagree about this. One said: They taught this only in a case where the property of the owner of the lost item is forbidden to the one returning the lost item, and the concern due to the peruta of Rav Yosef is not a concern, because it is not common. However, in a case where the property of the one returning the lost item is forbidden to the owner of the lost item, he may not return it to him, due to the fact that in doing so he benefits him.

²⁶ And one said: Even if the property of the one returning the lost item is forbidden to the owner of the lost item, it is permitted to return it to him, as when he returns it, he is returning to him something of his own and is not giving him anything new.

²⁷ We learned in the mishna: In a place where one takes payment for returning a lost item, the benefit that he receives for returning the item should fall into the category of consecrated Temple property. The Gemara asks: Granted, according to the one who says that even if the property of the one returning the lost item is forbidden to the owner of the lost item he returns it to him, this is the reason that it is necessary to resolve the halakha in a place where one takes payment.

²⁸ However, according to the one who said that in a case where the property of the one returning the lost item is forbidden to the owner of the lost item he may not return it to him, how does he explain the halakha taught with regard to a place where one takes payment? Since the mishna is referring to a case where the property of the owner of the lost item is forbidden to the one returning the lost item, why is it prohibited for the owner of the lost item to keep the payment? It is not prohibited for him to benefit from the property of the one returning the lost item. The Gemara concludes: Indeed, it is difficult.

²⁹ Rava said: In a case where there was a loaf of ownerless bread before a person, and he said: This loaf is consecrated, if he took the loaf to eat it, he misused consecrated property. His repayment to the Temple for that misuse is based on the loaf's entire value. However, if his intent was not to take the loaf for himself but to bequeath it to his sons, he misused the consecrated property, and his repayment to the Temple is based on the discretionary benefit that he derived from the fact that his children are indebted to him for the bequest, as he himself derived no direct benefit from the loaf.

³⁰ Rav Hiyya bar Avin raised a dilemma before Rava. If one said to another: My loaf is konam for you, and then he gave it to him as a gift, what is the halakha? Should one infer: My loaf is forbidden, i.e., he said to him that when the loaf is in his possession, that is when it is forbidden, but when he gives him a gift, it is no longer in his possession and it is no longer forbidden? Or, perhaps the

inference is: Forbidden to you, i.e., he said to him that he rendered the loaf for him like a consecrated item that is forbidden even after the loaf is no longer in his possession.

³¹ Rava said to him: It is obvious that although he gave it to the other person as a gift, it is forbidden. Rav Ḥiyya bar Avin asked him: But if that is so, when he said: My loaf is forbidden to you, with emphasis on the word my, what does it come to exclude? Does it not come to exclude a case where he stole it from him, as in that case it is permitted? The same would be true if he gave it to him as a gift. Rava said to him: No, it comes to exclude a case where he invited him to eat from the loaf before he vowed. In that case, that part of the loaf that he invited him to eat is his, and the owner cannot render it forbidden. However, even if he invited the other person before he vowed, the entire loaf remains forbidden if he gave it to him as a gift.

³² The Gemara raised an objection to Rava. If another person said to him: Lend me your cow, and the owner answered and said to him: Every cow that I purchased other than this one, which I need, is konam for you; or if he said: My property is forbidden to you if I have a cow other than this one, and in fact, he owns other cows; or if another said to him: Lend me your spade, and the owner of the spade said to him: Every spade that I have that I purchased is konam for you; or if he said: My property is forbidden to me if I have a spade other than this one, and it is discovered that he has another spade and the konam takes effect, then during the life of the one who vowed, the cow or the spade is forbidden to the subject of the vow. If the one who vowed died or if the cow or the spade was given to the subject of the vow as a gift, it is permitted. Apparently, the konam is in effect only as long as the property is in his possession.

³³ Rav Aḥa, son of Rav Ika, said: It is referring to a case where it was given to the subject of the vow by another person. The one who vowed did not give him the gift directly. He sold or transferred the item to a third party, who gave it to the subject of the vow as a present. Since the property left the possession of its owner before it was given to the subject of the vow, the prohibition does not take effect upon it.

³⁴ The Gemara states that Rav Ashi said: The language is also precise, as it teaches: That was given to him, and it is not taught: That he gave it to him. This indicates that this halakha applies specifically to a gift that was given to him by a third party, but not by the one who vowed.

³⁵ § Rava raised a dilemma before Rav Naḥman: Is there liability for misuse of consecrated property in cases of konamot or not? Since the legal status of an item that was rendered a konam is like that of consecrated property in that it is forbidden to the one who one vowed, is it like consecrated property in every sense, including liability for misuse of consecrated property?

³⁶ Rav Naḥman said to him: You learned this halakha from a mishna (33a): In a place where one takes payment for returning a lost item, that benefit that he receives for returning the item should fall into the category of consecrated Temple property. That is to say, an item forbidden by a konam is like consecrated property. Just as with regard to consecrated property there is liability for misuse, so too with regard to konamot there is liability for misuse.

³⁷ The Gemara comments on this. This dilemma is like a dispute between tanna'im. If one said: This loaf is konam to all like consecrated property, and he ate it, then, whether he ate it or whether another ate it, the one who ate it misused consecrated property. Therefore, since its status is that of consecrated property, it has the possibility of desanctification through redemption. If one said: This loaf is konam for me like consecrated property and he eats it, he misused consecrated property. If

another eats it, he did not misuse consecrated property, as he said: To me. Therefore, it does not have the possibility of desanctification through redemption, since its status is not that of full-fledged consecrated property. This is the statement of Rabbi Meir.

³⁸ And the Rabbis say: In the case of both vows taken in this manner and vows taken in that manner, no one misused consecrated property because there is no liability for misuse of consecrated objects in cases of konamot. Rabbi Meir disagrees and holds that there is liability for misuse in konamot.

³⁹ Rav Aḥa, son of Rav Avya, said to Rav Ashi: If one said to another: My loaf is konam for you, and he then gave it to him as a gift, which of them misused consecrated property? If you say: Let the one who gives the loaf be liable for misuse, why would he be liable; the loaf is not forbidden to him? If you say: Let the one who receives the loaf be liable for misuse, he can say: I wanted to receive a permitted item; I did not want to receive a forbidden item. Since the loaf is forbidden, if I accepted it from you, it was not my intention to do so. Rav Ashi said to him: The one who receives the loaf is liable for misuse when he utilizes the loaf, as the principle with regard to misuse is that anyone who utilizes consecrated money for non-sacred purposes, when he is under the impression that it is non-sacred, misuses consecrated property. This person who received the loaf also misuses consecrated property.

⁴⁰ MISHNA: The mishna proceeds to list other tasks that one may perform for someone who is prohibited by vow from benefiting from him. And he separates his teruma and his tithes, provided that it is with the knowledge and consent of the owner of the produce. And he sacrifices for him the bird nests, i.e., pairs of birds, pigeons and turtledoves, of zavin (see Leviticus 15:13–15); the bird nests of zavot (see Leviticus 15:28–30); the bird nests of women after childbirth (see Leviticus 12:6–8); sin-offerings; and guilt-offerings. And he teaches him midrash, halakhot, and aggadot, but he may not teach him Bible. However, he may teach his sons and daughters Bible.

⁴¹ GEMARA: A dilemma was raised before the Sages: Are these priests our agents or agents of Heaven when they perform the Temple service? The Gemara elaborates: What is the practical difference whether they are our agents or God's agents? The Gemara answers: The difference is with regard to one prohibited by vow from deriving benefit from another. If you say that the priests are our agents, don't the priests provide benefit for the one for whom benefit is forbidden by vow, and therefore, sacrificing that person's offering is prohibited? And if you say that they are agents of Heaven, it is permitted. What is the status of priests?

⁴² Come and hear proof to resolve the dilemma, as we learned in the mishna: And he sacrifices for him the bird nests of zavin, etc. The Gemara infers: If you say that the priests are our agents, the priests would thereby provide benefit to one for whom benefit from them is forbidden. Based on the ruling in the mishna, apparently, priests are agents of Heaven.

⁴³ The Gemara rejects the proof: And according to your reasoning, that the mishna holds that priests are agents of Heaven, let the mishna teach in general: He sacrifices for him offerings. Why did the mishna list these particular offerings? Rather, perforce, offerings brought by those lacking atonement are different from other offerings, as Rabbi Yoḥanan said: Everyone who brings an offering requires knowledge and intent in order to bring the offering, except for those lacking atonement, who bring the offering in order to complete their purification. This can be proven from the fact that a person brings a purification offering for his minor sons and daughters, although they lack halakhic

intelligence, as it is stated: “This is the law of the zav” (Leviticus 15:32). This apparently superfluous verse comes to teach that the halakhot of the zav apply to both an adult and a minor.

⁴⁴ The Gemara asks: However, if that is so according to Rabbi Yoḥanan, with regard to that which is written: “This is the law of a woman after childbirth” (Leviticus 12:7), would he interpret that the halakhot of a woman after childbirth apply to both an adult and a minor? Is a minor capable of giving birth? But didn’t Rav Beivai teach a baraita before Rav Naḥman: It is permitted for three women to engage in intercourse with a contraceptive resorbent: A minor, and a pregnant woman, and a nursing woman; a minor may do so lest she conceive and die. Apparently, a minor is incapable of giving birth, as she would die first.

⁴⁵ The Gemara explains: That verse: “This is the law of a woman after childbirth,” does not come to include a minor. Rather, it comes to teach that the halakhot of a woman after childbirth apply to both a halakhically competent woman and a woman who is an imbecile, as a man brings an offering for his wife who is an imbecile.

⁴⁶ This halakha is in accordance with the statement of Rabbi Yehuda, as it is taught in a baraita that Rabbi Yehuda says: A man brings the offering of a wealthy person for his wife, as well as all offerings that she is obligated to bring. A wealthy woman after childbirth brings a lamb as a burnt-offering and a dove or turtledove as a sin-offering. A poor woman brings two turtledoves or two pigeons, one as a burnt-offering and one as a sin-offering. Even if the woman is poor, and based on her usufruct property, she would bring the offering of the poor; if her husband is wealthy, he brings the offering of a wealthy person on her behalf. And he must bring on her behalf all the offerings for which she is obligated.

⁴⁷ The fact that he is obligated to bring a wealthy person’s offering on her behalf is due to the fact that this is what he writes in her marriage contract: And responsibility to pay any financial obligations that you have incurred before this moment is incumbent upon me. Offerings that she is obligated to bring are included in those obligations, irrespective of her degree of halakhic competence. The offering of a woman after childbirth is one of the offerings brought by those lacking atonement. Therefore, even if priests are our agents, they may sacrifice the offering on behalf of the woman; since they may do so without her knowledge and intent, no agency is required. Therefore, there is no proof from the mishna that priests are agents of Heaven.

⁴⁸ Rav Shimi bar Abba raised an objection from the Tosefta (2:7): If the one who vowed to prohibit another from benefiting from him was a priest, he may sprinkle the blood of his sin-offering and the blood of his guilt-offering on the other’s behalf. Apparently, the priest may perform all sacrificial rites for one prohibited from benefiting from him, even those that require knowledge of the one for whom the offering atones.

⁴⁹ The Gemara answers. The reference is to blood of the sin-offering of a leper and blood of the guilt-offering of a leper. These are offerings brought by a leper who is lacking atonement, in order to complete his purification process, as it is written: “This is the law of the leper” (Leviticus 14:2). And the verse comes to teach that the halakhot of a leper apply to both an adult and a minor. This offering, too, does not require the knowledge of the one for whom the offering atones.

⁵⁰ The Gemara cites another proof to resolve the dilemma with regard to the nature of the agency of a priest. We learned in a mishna: In the case of priests who rendered an offering piggul in the Temple, i.e., they sacrificed an offering intending to consume it after its appointed time, if they did so

intentionally, i.e., with full awareness of the period during which the offering may be consumed, they are obligated to pay. The Gemara infers: If they did so unwittingly, they are exempt from payment. However, in any event, when they rendered the offering piggul, it acquired the status of piggul and is disqualified.

⁵¹ The Gemara asks: Granted, if you say that the priests are agents of Heaven, this is why when their actions cause piggul it is piggul; their actions are independent of the one bringing the offering. However, if you say that the priests are our agents, why when their actions cause piggul is it piggul? Let the one bringing the offering say to the priest: I designated you an agent to perform the task properly but not to perform the task improperly.

⁵² The Sages say in response: It is different with regard to piggul, as in its regard the verse states and emphasizes: “He who offered it, it will not be imputed to him” (Leviticus 7:18). This implies that it is piggul in any case, e.g., even if one’s actions cause the offering to be piggul without the consent of the owner. Therefore, there is no proof with regard to the nature of the agency of the priest.

⁵³ § With regard to the matter itself, Rabbi Yoḥanan said: Everyone who brings an offering requires knowledge, except for those offerings brought by those lacking atonement; this can be proven from the fact that a person brings a purification offering for his minor sons and daughters. The Gemara asks: However, if that is so, let a person bring a sin-offering on behalf of another who unwittingly ate forbidden fat without his knowledge, just as a man brings an offering for his wife who is an imbecile, in accordance with the opinion of Rabbi Yehuda. Why then did Rabbi Elazar say: One who separated a sin-offering on behalf of another who unwittingly ate forbidden fat has done nothing?

⁵⁴ The Gemara refutes the analogy between the cases. What are the circumstances of the case of his wife who is an imbecile? If she ate the forbidden fat when she was an imbecile, she is not subject to liability to bring an offering, as one lacking halakhic competence is exempt from punishment and needs no atonement.

⁵⁵ And if she ate the forbidden fat when she was halakhically competent and then became an imbecile, didn’t Rabbi Yirmeya say that Rabbi Abbahu said that Rabbi Yoḥanan said: If one ate forbidden fat unwittingly, and separated an offering, and became an imbecile, and became competent again, the offering is disqualified. Since it was disqualified when he was demented, it will be disqualified forever. It is clear, therefore, that the sin-offering that one brings for his wife who is an imbecile is not a sin-offering for eating forbidden fat, as that would require halakhic intelligence. It is merely for completion of the purification process, e.g., a woman after childbirth, for which halakhic competence is not required. Therefore, no proof may be cited from the case of one’s wife who is an imbecile to the case of bringing a sin-offering on behalf of another who ate fat.

⁵⁶ The Gemara asks: However, if that is so, let a person bring a Paschal lamb on behalf of another without his knowledge, just as a person brings a Paschal lamb for his minor sons and daughters. Why then did Rabbi Elazar say: One who separated a Paschal lamb on behalf of another has done nothing?

⁵⁷ Rabbi Zeira said: The verse states: “A lamb for each father’s house, a lamb for the household” (Exodus 12:3). From here it is derived that all members of a household, including minor sons and daughters, are registered to the group eating a Paschal lamb. However, this is a custom; it is not by Torah law.

⁵⁸ And from where is this halakha learned? It is from that which we learned in a mishna (Pesahim 89a): With regard to one who says to his minor sons: I am hereby slaughtering the Paschal lamb on behalf of the one of you who will ascend to Jerusalem first, and he will be privileged to eat from that lamb, then once the first of his children introduces his head and most of his body into Jerusalem, he acquires his portion and acquires portions on behalf of his brothers with him. And if you say that the halakha derived from the phrase “a lamb for the household” is by Torah law, and the minors are obligated to register for the Paschal lamb, although the son who reached Jerusalem first acquired his portion based on the stipulation of his father, how can he stand over the meat of the Paschal lamb after it was slaughtered and acquire it on behalf of his brothers? Apparently, minors are not required by Torah law to register as members of the group eating the Paschal lamb.

⁵⁹ The Gemara asks: However, why do they require that their father say to them: The one of you who will ascend to Jerusalem first will be privileged to eat from that lamb, when no actual acquisition takes place? It is in order to motivate them in the performance of mitzvot. This is also taught in a baraita: There was an incident that transpired where a father said to his sons and daughters that they should compete to see who reaches the sacrifice of the Paschal lamb first, and the daughters preceded the sons, and the daughters were found to be motivated and the sons to be lazy [shefalim]. Since the baraita did not say that the result was that daughters acquired their portion, apparently the father’s statement was merely motivational.

⁶⁰ § We learned in the mishna that among the tasks that one may perform for someone who is prohibited by vow from benefiting from him is: And he separates his teruma.

⁶¹ A dilemma was raised before the Sages: In the case of one who separates teruma from his own produce on behalf of the produce of another, does he require the knowledge and consent of the owner of the produce or not? Do we say: Since it is a benefit for the other to have his produce tithed, it does not require his knowledge, as one may act in a person’s interest in his absence? Or, perhaps it is his mitzva, and it is preferable for him to perform the mitzva himself, and therefore, it does not benefit him to have the produce tithed on his behalf.

⁶² Come and hear a proof from the mishna: For one for whom benefit from him is forbidden by vow, he separates his teruma and his tithes, provided that it is with his knowledge and consent. The Gemara analyzes this statement: With what are we dealing? If we say that he separates teruma from the produce of the owner of the pile for the produce of the same owner of the pile, the question is: And with the knowledge and consent of whom may he do so? If we say it is with the knowledge of the one tithing the produce, who designated him an agent to do so? One cannot tithe another’s produce unless he is designated as an agent.

⁶³ Rather, it must be that he is tithing with the knowledge of the owner of the pile. However, in that case, by tithing the produce isn’t he benefiting the owner, as he is performing the action in fulfillment of the agency of the owner? Rather, it must be that he separates teruma from his own produce on behalf of the produce of the owner of the pile. The Gemara asks: And with the knowledge and consent of whom is he doing so? If we say it is with the knowledge of the owner of the pile, isn’t he benefiting the owner? He is performing the action in fulfillment of the agency of the owner. Rather, is it not that he is tithing on the basis of his own knowledge, and he is separating from his own produce on behalf of the produce of another? And if you say that in order to tithe from one’s produce on behalf of the produce of the owner, it requires the owner’s knowledge and consent, isn’t he

benefiting the owner? Rather, is it not that one may conclude from here that in order to tithe from one's produce on behalf of the produce of another, one does not require the knowledge and consent of the owner of the pile?

⁶⁴ The Gemara rejects that conclusion. Actually, it is a case where he separates teruma from the produce of the owner of the pile for the produce of the same owner of the pile. However, the circumstances here are parallel to those addressed by Rava in another context, as Rava said that there is a case where one says: Anyone who wishes to come and separate teruma may come and separate teruma. Here too, this is a case where one says: Anyone who wishes to come and separate teruma may come and separate teruma. In that case, one may tithe another's produce without being designated as his agent.

⁶⁵ Rabbi Yirmeya raised a dilemma before Rabbi Zeira: In a case where one separates teruma from his own produce for the produce of another, who is entitled to the discretionary benefit, i.e., the right to give the teruma to the priest of his choosing? Do we say: If not for the produce of this one separating the teruma, would the pile of that owner of the produce be properly tithed, and therefore the one separating the teruma is entitled to the discretionary benefit? Or, perhaps we say: If not for the pile of that owner of the pile, the produce of this one separating the teruma would not be teruma, and therefore the owner is entitled to the discretionary benefit.

⁶⁶ Rabbi Zeira said to him that as the verse states: "You shall tithe all the produce of your seed...and you shall give" (Deuteronomy 14:22, 26), this indicates that the discretion to give the teruma to the priest of his choosing is the prerogative of the one to whom the pile of the produce belongs.

⁶⁷ Rabbi Yirmeya raised an objection to Rabbi Zeira from the mishna: For someone who is prohibited by vow from benefiting from him, he separates his teruma and his tithes, provided that it is with the knowledge and consent of the owner of the produce. And if you say that the right to the discretionary benefit belongs to the owner of the pile, by separating teruma for his produce, isn't he benefiting the owner? Rather, conclude from the mishna that the right to the discretionary benefit belongs to the one separating the teruma. The Sages say: No, actually this could even be a case where one separates teruma from the produce of the owner of the pile for the produce of the owner of the pile, and he does so with the knowledge of the owner of the pile, where he says: Anyone who wishes to come and separate teruma may come and separate teruma.

⁶⁸ Come and hear a resolution of Rabbi Yirmeya's dilemma, as Rabbi Abbahu said that Rabbi Yoḥanan said: In a case where one consecrates an animal as an offering for another and it becomes blemished, only the one who consecrates the animal adds one-fifth to the cost of redeeming the animal, and the one seeking atonement through this offering does not. And since the body of the animal belongs to the one seeking atonement through the offering, only he renders a non-sacred animal, exchanged for the sacred animal, consecrated as a substitute. And in the case of one who separates teruma from his own produce for produce that is not his, the discretionary benefit is his.

⁶⁹ § We learned in the mishna that one teaches someone who is prohibited by vow from benefiting from him midrash, halakhot, and aggadot, but he may not teach him Bible. The Gemara asks: What is the reason that he may not teach him Bible? Is it due to the fact that the teacher benefits the one for whom benefit from him is forbidden by teaching him Bible? When he teaches him midrash he also benefits him. Shmuel said: The mishna is referring to a place where one takes payment for teaching Bible and one does not take payment for teaching midrash. By teaching him Bible, the one for whom

benefit is forbidden - benefits from the fact that he does not pay. The Gemara asks: Why was the halakha stated without qualification? There is no apparent fundamental difference between Bible and midrash. Why did the mishna refer specifically to a case where payment is taken for teaching Bible?

⁷⁰ The Gemara answers: This teaches us that even in a place where one takes payment for teaching, for teaching Bible it is permitted to take payment, but for teaching midrash it is not permitted to take payment.

⁷¹ The Gemara asks: In what way is midrash different from Bible, that one may not take payment for teaching it? Based on that which is written, which Moses said to the people: “And the Lord commanded me at that time to teach you statutes and laws” (Deuteronomy 4:14), and also that which is written: “Behold, I have taught you statutes and laws, as the Lord my God commanded me, that you should do so in the midst of the land where you go in to possess it” (Deuteronomy 4:5), God said: Just as I teach you for free, without payment, so too you also shall teach for free. There should be no difference between Bible and midrash, and Bible too, like midrash, should be taught for free.

⁷² Rav said: As Bible is typically taught to children, one who teaches Bible takes payment for watching the children. And Rabbi Yoḥanan said: He takes payment for teaching punctuation of the text with cantillation notes.

⁷³ We learned in the mishna that one for whom benefit from another is forbidden by a vow, that other person may not teach him Bible. Granted, according to the one who says that the payment is for teaching punctuation of the text with cantillation notes, this is the reason that he shall not teach him Bible, as teaching punctuation is a component of teaching the biblical text. However, according to the one who says it is payment for watching the students, is an adult one who requires watching, and would payment be taken for doing so? Since the teacher typically does not receive payment for teaching adults, there is no benefit when he teaches for free the one for whom benefit is forbidden; why, then, is it prohibited? The Gemara answers: The mishna is teaching about the case of a minor who requires watching and who is prohibited by a vow from deriving benefit from the teacher.

⁷⁴ The Gemara asks: If it is the case of a minor, say the latter clause of the mishna: However, he may teach his sons Bible. Is a minor one who is capable of bearing sons? The Gemara answers: The mishna is incomplete, and this is what it is teaching: He may not teach him Bible, in the case of a minor. If the student is an adult, he may teach him and his sons Bible. He may teach him because he does not require watching, and he may teach his son because the payment is for watching his son.

⁷⁵ The Gemara raises an objection from a baraita: Children may not read a passage in the Bible for the first time on Shabbat; however, they may review a passage that they already learned once. Granted, according to the one who says that payment for teaching Bible is for teaching punctuation of the text with cantillation notes, this is the reason that children may not read a passage in the Bible for the first time on Shabbat, as it would be necessary to pay the teacher. However, according to the one who says it is payment for watching the children, why may children not read a passage in the Bible for the first time on Shabbat? And why may children review a passage that they already learned once? Isn't there payment for watching the children on Shabbat in both cases?

⁷⁶ The Gemara responds: And according to your reasoning, is receiving payment for teaching punctuation prohibited on Shabbat? It is a case of incorporation of the payment for teaching on Shabbat into the teacher's weekly salary, and incorporation is permitted, as it is taught in a baraita:

One who hires a day laborer to watch a child, to watch a cow, or to guard seeds does not give him payment for Shabbat. Therefore,

⁷⁷ if the items that the laborer was entrusted to watch were lost on Shabbat, he does not bear financial responsibility to compensate the owners for them, since he is not a paid bailee on that day. And if he is a laborer hired for a week, hired for a month, hired for a year, or hired for seven years, the one who hired him gives him payment for labor performed on Shabbat as well. Therefore, if the items were lost on Shabbat, he bears financial responsibility to compensate the owners for them. If payment for Shabbat is incorporated within payment for a longer period, it is not prohibited to accept payment for permitted actions performed on Shabbat.

⁷⁸ Rather, with regard to Shabbat, this is the reason that children may not read a passage in the Bible for the first time on Shabbat, so that the fathers of the children will be at leisure to fulfill the mitzva of delighting in Shabbat. Teaching new material to their children would occupy more of their fathers' time, limiting their opportunity to fulfill that mitzva. And if you wish, say instead: Due to the fact that on Shabbat children eat and drink more than they are accustomed to eating, their world is heavy upon them, i.e., their head and their limbs are sluggish, and they are incapable of concentrating and studying well, as Shmuel said: A change in routine [veset] in eating and the like causes the onset of an intestinal ailment.

⁷⁹ And according to the one who says that the payment for teaching Bible is payment for teaching punctuation of the text with cantillation notes, and therefore in the case of one for whom benefit from another is forbidden by vow, that other person may not teach his sons and daughters Bible, what is the reason that he did not say that it is payment for watching the children? The Gemara answers: He holds: Do girls need watching? They stay home and are not accustomed to going out.

⁸⁰ The Gemara asks: And according to the one who says that the payment for teaching Bible is payment for watching the children, what is the reason that he did not say that it is payment for teaching punctuation of the text with cantillation notes? The Gemara answers: He holds that the punctuation of the text with cantillation notes is by Torah law; therefore, it is included in the prohibition against taking payment for teaching Torah.

⁸¹ This is as Rav Ika bar Avin said that Rav Ḥananel said that Rav said: What is the meaning of that which is written: "And they read in the book, in the Torah of God, distinctly; and they gave the sense, and caused them to understand the reading" (Nehemiah 8:8)? The Gemara explains: "They read in the book, in the Torah of God"; that is the Bible. "Distinctly"; that is the Aramaic translation. "And they gave the sense"; these are the division into verses. "And caused them to understand the reading"; this is punctuation of the text with cantillation notes, which facilitate the understanding of the verses. And some say: These are the traditions that determine the proper vocalization of the Bible. Rav holds that the cantillation notes are an integral part of Torah study.

⁸² On a related note, Rabbi Yitzḥak said: The vocalization of the scribes, and the ornamentation of the scribes, and the verses with words that are read but not written, and those that are written but not read are all halakha transmitted to Moses from Sinai.

⁸³ The Gemara elaborates: The vocalization of the scribes is referring to words that when they appear at the end of phrases, clauses, or verses, their vocalization changes, e.g., *eretz* with a segol under the letter *ales* to *aretz* with a kamatz under the letter *ales*; *shamayim* with a pataḥ under the letter *mem*, to

shamayim with a kamatz under the letter mem; and mitzrayim with a pataḥ under the letter reish, to mitzrayim with a kamatz under the letter reish.

⁸⁴ The ornamentation of the scribes are expressions that the scribes understood in a manner that differs slightly from its plain understanding. For example: “Then [aḥar] go on” (Genesis 18:5); “then [aḥar] she will go” (Genesis 24:55); “afterward [aḥar] you will be gathered” (Numbers 31:2); “the singers go before, the minstrels follow after [aḥar]” (Psalms 68:26); “Your righteousness is like the mighty mountains” (Psalms 36:7).

⁸⁵ Words that are read but not written are included in the halakha transmitted to Moses from Sinai. For example, the word “Euphrates” that is in the phrase “as he went to establish his control over the river Euphrates” (II Samuel 8:3) is not written in the text of the Bible. The same is true for the word “man” that is in the verse “now the counsel of Ahithophel, which he counseled in those days, was as if a man inquired of the word of God” (II Samuel 16:23); and for the word “come” that is in the verse “behold, the days come, says the Lord, that the city shall be built to the Lord from the tower of Hananel unto the gate of the corner” (Jeremiah 31:37); and for “her” that is in the phrase “let her not have escape” (Jeremiah 50:29); unto that is in the verse “it has been told me, all that you have done unto your mother-in-law” (Ruth 2:11); and for “to me” that is found in the passage “and she said unto her: All that you say to me I will do. And she went down to the threshing floor” (Ruth 3:4–5); and for “to me” that is in the verse “he gave me these six measures of barley; for he said to me” (Ruth 3:17). These words are read but not written.

⁸⁶ And there are words that are written but not read. For example, the word “may” that is in the verse “may God forgive your servant” (II Kings 5:18) appears in the Bible text but is not vocalized.

⁸⁷ The same is true for “this” that is in the verse “and this is the mitzva” (Deuteronomy 6:1); and for “bend” that is in the verse “let the archer bend his bow” (Jeremiah 51:3); and for “five” that is in the verse “and the south side four thousand and five hundred” (Ezekiel 48:16); and for “if” that is in the verse “that if I am a near kinsman” (Ruth 3:12). All these are written but not read.

⁸⁸ Rav Aḥa bar Adda said: In the West, Eretz Yisrael, they divide this verse into three verses: “And the Lord said to Moses, behold I come to you in a thick cloud, that the people may hear as I speak with you, and may also believe in you forever; and Moses told the words of the people unto the Lord” (Exodus 19:9).

⁸⁹ § Rabbi Ḥama, son of Rabbi Ḥanina, said: Moses became wealthy only from the waste remaining from hewing the Tablets of the Covenant, as it is stated: “Hew for you two tablets of stone like the first” (Exodus 34:1). “Hew for you” means that their waste shall be yours. As the tablets were crafted from valuable gems, their remnants were similarly valuable.

⁹⁰ Rabbi Yosei, son of Rabbi Ḥanina, said: The Torah was given initially only to Moses and his descendants, as it is stated: “Write for you” (Exodus 34:27), and it is also stated: “Hew for you” (Exodus 34:1), meaning: Just as their waste is yours, so too their writing is yours. However, Moses treated the Torah with generosity and gave it to the Jewish people. And about him, the verse says: “He that has a bountiful eye shall be blessed, as he gives of his bread to the poor” (Proverbs 22:9).

⁹¹ Rav Ḥisda raised an objection from the verse that states: “And the Lord commanded me at that time to teach you statutes and laws” (Deuteronomy 4:14). This indicates that Moses was commanded to teach Torah to the Jewish people from the outset. The Gemara answers: The verse means: And the

Lord commanded the Torah to me, Moses, and I, on my own initiative, decided to teach you its statutes and laws. The Gemara cites an additional verse proving that God commanded to teach the Jewish people from the outset: “Behold, I have taught you statutes and laws, as the Lord my God commanded me” (Deuteronomy 4:5). The Gemara answers: The Lord commanded the Torah to me, Moses, and I decided to teach you statutes and laws.

⁹² The Gemara cites an additional verse: “Now therefore write this song for you, and teach it the children of Israel” (Deuteronomy 31:19). Apparently, Moses was commanded to teach the Torah to the Jewish people. The Gemara answers: The verse is referring to the song of Ha’azinu (Deuteronomy 31) alone and not to the rest of the Torah. The Gemara asks: But the continuation of that cited verse: “That this song may be a witness for Me among the children of Israel” (Deuteronomy 31:19), indicates that the reference is to the entire Torah, in which the mitzvot are written. Rather, the Torah was given from the outset to all of the Jewish people, and when Rabbi Yosei, son of Rabbi Ḥanina, said that the Torah was given exclusively to Moses, he was referring merely to the profound analysis of the Torah. Moses opted to teach it to the people on his own initiative.

⁹³ Rabbi Yoḥanan said: The Holy One, Blessed be He, rests His Divine Presence only upon one who is mighty, and wealthy, and wise, and humble. And all of these qualities are derived from Moses. He was mighty, as it is written: “And he spread the tent over the Tabernacle” (Exodus 40:19), and the Master said: Moses, our teacher, spread it himself. And it is written: “Ten cubits shall be the length of a board, and a cubit and a half the breadth of each board” (Exodus 26:16). Moses was tall and strong enough to spread the tent over the boards alone. The Gemara asks: Say that he was tall and thin, and the fact that he was mighty cannot be derived.

⁹⁴ Rather, the fact that Moses was mighty is derived from this verse, as it is written: “And I took hold of the two tablets, and cast them out of my two hands, and broke them before your eyes” (Deuteronomy 9:17), and it is taught in a baraita: The tablets, their length was six handbreadths, and their width was six handbreadths, and their thickness was three handbreadths. If Moses was capable of lifting and casting a burden that heavy, apparently he was mighty.

⁹⁵ Moses was wealthy, as it is written: “Hew for you” (Exodus 34:1), from which it was derived: The waste of the Tablets of the Covenant shall be yours, and that waste consisted of precious stones. That Moses was wise is derived from the statement of Rav and Shmuel, who both say: Fifty measures of understanding were created in the world, and all were given to Moses except one, as it is stated: “Yet you have deprived him of little, of God” (Psalms 8:6). He lacked only complete knowledge of God. Moses was humble, as it is written: “Now the man Moses was very humble” (Numbers 12:3).

⁹⁶ § Rabbi Yoḥanan said: All the prophets were wealthy. From where do we derive this? It is derived from Moses, and from Samuel, and from Amos, and from Jonah, who were all wealthy.

⁹⁷ Moses was wealthy, as it is written: “I have not taken one donkey from them” (Numbers 16:15). The Gemara analyzes the statement of Moses. If he said that he did not take a donkey without payment, was his intent to exclude himself from the category of one who takes items that belong to others without paying? That is obvious, as one who does so is a thief. Rather, he said that even with payment he did not take a donkey. Apparently, he was wealthy and did not need to purchase anything. The Gemara rejects this proof. Perhaps, on the contrary, he did not purchase a donkey because he was poor and could not afford it. Rather, it is derived from the verse written with regard

to the Tablets of the Covenant: “Hew for you” (Exodus 34:1), which indicates that their waste shall be yours.

⁹⁸ Samuel was wealthy, as it is written: “Here I am; witness against me before the Lord, and before His anointed: Whose ox have I taken, or whose donkey have I taken?” (I Samuel 12:3). If he is saying that he did not take an ox or a donkey for free, was his intent to exclude himself from the category of one who takes items that belong to others for free? Rather, he is saying that even with payment he did not take a donkey or an ox. Apparently, he was wealthy. The Gemara rejects this proof. Perhaps, on the contrary, the reason he did not purchase the donkeys is due to the fact that he was poor. Rather, the fact that Samuel was wealthy is derived from here, as it is written: “And his return was to Ramah, for there was his house” (I Samuel 7:17). And Rava said: Everywhere he went, his home was with him. He was so wealthy that he could afford to hire servants and pack animals to take all his belongings from place to place.

⁹⁹ Rava said: That which is stated with regard to Samuel is greater than that which is stated with regard to Moses, as with regard to Moses our teacher it is written: “I have not taken one donkey from them” (Numbers 16:15), meaning that he did not take an item from another against his will even with payment. Whereas with regard to Samuel, even with the consent of the owner, he would not rent an item from him, as it is written: “And they said: You have not defrauded us, nor oppressed us [ratzotanu], neither have you taken anything from any man’s hand” (I Samuel 12:4), even with his consent [ratzon].

¹⁰⁰ Amos was wealthy, as it is written: “Then answered Amos, and said to Amaziah: I am neither a prophet, nor son of a prophet, but I am a herdsman, and a dresser of sycamore-trees” (Amos 7:14). Amos is saying, as Rav Yosef translates: Because I am the owner of flocks and I have sycamores in the lowland, and I do not come to prophesy for financial gain. Apparently, Amos was wealthy.

¹⁰¹ Jonah was wealthy, as it is written: “And he went down to Jaffa, and found a ship going to Tarshish, so he paid its cost and went down into it” (Jonah 1:3), and Rabbi Yoḥanan said: He paid the cost of the entire ship. Rabbi Romanus said: The cost for the entire ship was four thousand gold dinars.

¹⁰² And Rabbi Yoḥanan said: Initially, Moses would study Torah and forget it, until it was given to him as a gift, as it is stated: “And He gave it to Moses when he concluded speaking with him” (Exodus 31:18). Once the Torah was given him as a gift, it became his and he was able to remember it.

¹⁰³ MISHNA: And with regard to one for whom benefit from another is forbidden by vow, that other person may feed his wife and children, although the one who is bound by the vow is obligated in their support and benefits when another supports them. And he may not feed his animal, whether it is a kosher animal or whether it is a non-kosher animal. Rabbi Eliezer says: He may feed the non-kosher animal, and he may not feed the kosher animal. The Rabbis said to him: What is the difference between kosher and non-kosher animals in this respect? Rabbi Eliezer said to them: The kosher animal’s being belongs to Heaven, and the animal’s body is the property of its owner, as he can eat it. Therefore, the owner benefits directly when another feeds his animal. And a non-kosher animal,

¹⁰⁴ both its being and its body belong to Heaven, as it is prohibited for its owner to eat its meat. The Rabbis said to him: The non-kosher animal too, its being belongs to Heaven, and its body is the property of its owner, because if the owner chooses, he sells it to gentiles or feeds it to dogs.

¹⁰⁵ GEMARA: Rav Yitzḥak bar Ḥananya said that Rav Huna said: In the case of one for whom benefit from another is forbidden by vow, he is permitted to marry his daughter to him. Rabbi Zeira discussed it: With what case are we dealing? If we say that it is a case where the property of the father of the bride is forbidden to the groom, this cannot be, as when one marries his daughter to the groom, he provides him a maidservant to serve him and thereby benefits him.

¹⁰⁶ Rather, it is a case where the property of the groom is forbidden to the father of the bride, and although the groom supports the bride, her father is not considered to have benefited from the property of the groom. However, it cannot be this case either, as the Sages stated a halakha with a greater novel element than that in the mishna itself: And with regard to one for whom benefit from another is forbidden by vow, that other person may feed his wife and children, although the one who is bound by the vow is obligated in their support. And you say that it is permitted to marry his daughter to him? Isn't that obvious?

¹⁰⁷ The Gemara answers: Actually, it is a case where the property of the father of the bride is forbidden to the groom, and where his daughter is a grown woman, and where her father may marry her to another only with her consent. Therefore, it is not from her father that the groom is deriving benefit.

¹⁰⁸ The Gemara comments: That is also taught in a baraita. In the case of one for whom benefit from another is forbidden by vow, it is prohibited for that other person to marry his daughter to him. However, he may marry off his daughter, who is a grown woman, to that other person with her consent.

¹⁰⁹ Similarly, Rabbi Ya'akov said: If one vows that benefit from him is forbidden to his son, in order to induce him to engage in Torah study, the one who took the vow may nevertheless perform actions that provide his son with minor benefit. It is permitted for him to fill a barrel of water for his son and to kindle a lamp for him. Rabbi Yitzḥak said: It is permitted for him to roast a small fish for him. Rabbi Yirmeya said that Rabbi Yoḥanan said: In the case of one for whom benefit from another is forbidden by vow it is permitted for the other to give him a cup of peace to drink. The Gemara asks: What is this cup of peace? Here, in Babylonia, the Sages interpreted this term as referring to a cup of wine given to mourners to drink at the meal of comfort in the house of mourning. In the West, Eretz Yisrael, the Sages said that it is the cup of wine that one drinks upon leaving the bathhouse.

¹¹⁰ § We learned in the mishna: And he may not feed the animal of one for whom benefit from him is forbidden, whether it is a kosher animal or whether it is a non-kosher animal. It is taught in a baraita that Yehoshua of Uzza says: One who vows that benefit from him is forbidden to another may feed the other person's Canaanite slaves and maidservants; however, he may not feed his animal, whether it is a non-kosher animal or whether it is a kosher animal. The Gemara asks: What is the reason for the distinction? The Gemara explains: His Canaanite slaves and maidservants are designated for labor, whereas an animal is designated for fattening. The one bound by the vow derives benefit from the other person feeding the kosher animal when he eats it and derives benefit from the other person feeding the non-kosher animal when he sells it to a gentile.

¹¹¹ MISHNA: In the case of one for whom benefit from another is forbidden by vow and he enters his house to visit him, he stands there but does not sit. And that other person heals him with a cure of the nefesh but not a cure of mamon.

¹¹² GEMARA: With what are we dealing? If it is a case where the property of the visitor is forbidden to the ill person, even if he is sitting, this should also be permitted. If it is a case where the property of the ill person is forbidden to the visitor, even if he is standing, it should also not be permitted, as one derives benefit from entering the house. Shmuel said: Actually, it is a case where the property of the visitor is forbidden to the ill person, and it is in a place where one takes payment for visiting and sitting with an ill person and one does not take payment for visiting and standing with an ill person. Therefore, by sitting with the ill person the visitor provides him forbidden benefit by sparing him the expense of hiring another person to sit with him.

¹¹³ Why was this distinction stated without qualification? There is no apparent fundamental difference between sitting and standing when visiting the ill. The Gemara answers: It teaches us this: Even in a place where one takes payment for visiting the ill, for sitting, one ought to take payment, but for standing, one ought not to take payment. And if you wish, say instead that the distinction can be explained in accordance with the statement that Rabbi Shimon ben Elyakim said elsewhere (42a), that one who is prohibited to derive benefit from another due to a rabbinic decree may not enter a field that is owned by the latter, lest he remain standing there longer than permitted. Here too, sitting is prohibited due to a rabbinic decree, lest he remain sitting there longer than is necessary to perform the mitzva of visiting the ill.

¹¹⁴ Ulla said: Actually, it is a case where the property of the ill person is forbidden to the visitor, and where the ill person did not vow that his property would be forbidden in cases where its use enables the visitor to meet needs pertaining to his continued existence. The Gemara asks: If so, then even sitting should be permitted as well, since the vow did not prohibit use pertaining to his existential needs. The Gemara answers: Isn't it possible to meet those needs and visit the ill while standing? Therefore, sitting is not an existential need.

¹¹⁵ The Gemara raises an objection from a baraita: If he became ill, he enters to visit him; if his son became ill, he inquires about his son's health in the marketplace but may not enter the house to visit him. Granted, according to Ulla, who said: It is a case where the property of the ill person is forbidden to the visitor and where the ill person did not vow that the property be forbidden in cases pertaining to his continued existence, this works out well, as he excluded his own existential needs from the vow, not his son's existential needs.

¹¹⁶ However, according to Shmuel, who said: It is a case where the property of the visitor is forbidden to the ill person, what is different about him and what is different about his son? Why is it prohibited for him to visit when the son is ill? The Gemara answers: Shmuel could have said to you: The mishna is referring to a case where the property of the visitor is forbidden to the ill person; the baraita is referring to a case where the property of the ill person is forbidden to the visitor.

¹¹⁷ The Gemara asks: Why was this distinction between the mishna and the baraita stated without qualification? Rava said: With regard to Shmuel,

¹¹⁸ the mishna was difficult for him: Why does the tanna specifically teach: He stands in his house but may not sit? Conclude from it that the property of the visitor is forbidden to the ill person.

¹¹⁹ § Apropos the halakhot of visiting the ill, the Gemara cites related statements. Reish Lakish said: From where is there an allusion from the Torah to visiting the ill? It is as it is stated: “If these men die the common death of all men, and be visited after the visitation of all men, then the Lord has not sent me” (Numbers 16:29). The Gemara asks: From where in this verse may visiting the ill be inferred? Rava said that this is what Moses is saying: If these men, the congregation of Korah, die the common death of all men, who become ill, and are confined to their beds, and people come to visit them; if that happens to them, what do the people say? They say: The Lord has not sent me for this task.

¹²⁰ Apropos Korah and his congregation, Rava interpreted the repetitive formulation in this verse homiletically: “But if the Lord will create a creation [beria yivra], and the ground opens its mouth, and swallows them, and all that is theirs, and they will descend alive into the pit, then you shall understand that these men have despised God” (Numbers 16:30). Here, Moses is saying: If Gehenna is already a creation [beria] and exists, that is optimal; if not, God should create [yivra] it now.

¹²¹ The Gemara asks: Is that so? Was there uncertainty at that point as to whether Gehenna had already been created? But isn’t it taught in a baraita: Seven phenomena were created before the world was created, and they are: Torah, and repentance, the Garden of Eden, and Gehenna, the Throne of Glory, and the Temple, and the name of the Messiah.

¹²² The Gemara provides sources for each of these phenomena. Torah was created before the world was created, as it is written: “The Lord made me as the beginning of His way, the first of His works of old” (Proverbs 8:22). Based on the subsequent verses, this is referring to the Torah.

¹²³ Repentance was created before the world was created, as it is written: “Before the mountains were brought forth, or ever You had formed the earth and the world, even from everlasting to everlasting, You are God” (Psalms 90:2), and it is written immediately afterward: “You return man to contrition; and You say: Repent, children of man” (Psalms 90:3).

¹²⁴ The Garden of Eden was created before the world was created, as it is written: “And the Lord God planted a garden in Eden eastward [mikedem]” (Genesis 2:8). “Eastward [mikedem]” is interpreted in the sense of before [mikodem], i.e., before the world was created.

¹²⁵ Gehenna was created before the world was created, as it is written: “For its hearth is ordained of old” (Isaiah 30:33). The hearth, i.e., Gehenna, was created before the world was created.

¹²⁶ The Throne of Glory was created before the world was created, as it is written: “Your throne is established of old, You are from everlasting” (Psalms 93:2).

¹²⁷ The Temple was created before the world was created, as it is written: “Your Throne of Glory on high from the beginning, in the place of our Temple” (Jeremiah 17:12).

¹²⁸ The name of the Messiah was created before the world was created, as it is written about him: “May his name endure forever; his name existed before the sun” (Psalms 72:17). The name of the Messiah predated the creation of the sun and the rest of the world. Apparently, Rava’s explanation that Moses was uncertain whether Gehenna had been created yet is contradicted by this baraita.

¹²⁹ Rather, the interpretation of the repetitive formulation of the verse is that this is what Moses is saying: If the opening was created for Gehenna, that is optimal, and if not, the Lord should create it now. The Gemara asks: But isn’t it written: “And there is nothing new under the sun” (Ecclesiastes 1:9)? How, then, could Moses request that God create the mouth of Gehenna now? The Gemara

answers: This is what Moses said: If the mouth of Gehenna is not close to here, let God bring it closer.

¹³⁰ Apropos the conflict between Moses and Korah, the Gemara cites an additional verse that Rava interpreted homiletically, and some say that it was Rabbi Yitzḥak who said: What is the meaning of that which is written: “The sun and moon stood still in their habitation [zevula], at the light of Your arrows as they go, at the shining of Your glittering spear” (Habakkuk 3:11)? What do the sun and moon seek in zevul, which is the fourth heaven; aren’t they fixed in rakia, the second heaven? Rather, this teaches that the sun and moon ascended from rakia to zevul and said before Him: Master of the Universe! If You do justice for the son of Amram, i.e., Moses, in his dispute with Korah, we will continue to illuminate the world, and if not, we will not illuminate the world.

¹³¹ At that moment, the Holy One, Blessed be He, shot arrows, and threw spears at them, and said to them: Each and every day idolaters bow to you and you continue to illuminate the world and do not protest. In My honor, you did not protest, but in honor of flesh and blood, you protested? And ever since, each and every day the heavenly hosts shoot arrows and throw spears at the sun and the moon, and only then do they emerge and illuminate the world, as it is stated: “At the light of Your arrows as they go, at the shining of Your glittering spear” (Habakkuk 3:11).

¹³² § Returning to the topic of visiting the ill, the Gemara states: It is taught in a baraita: The mitzva of visiting the ill has no fixed measure. The Gemara asks: What is the meaning of: Has no fixed measure? Rav Yosef thought to say: There is no fixed measure for the granting of its reward. Abaye said to him: And do all other mitzvot have a fixed measure for the granting of their reward? But didn’t we learn in a mishna (Avot 2:1): Be as meticulous in the observance of a minor mitzva as a major one, as you do not know the granting of reward for mitzvot. Rather, Abaye said: There is no fixed measure for the disparity between the ill person and his visitor, as even a prominent person pays a visit to a lowly person and should not say that doing so is beneath a person of his standing. Rava said: There is no fixed measure for the number of times that one should visit the ill, as even one hundred times a day is appropriate.

¹³³ Rav Aḥa bar Ḥanina said: Anyone who visits an ill person takes from him one-sixtieth of his suffering. The Sages said to him: If so, let sixty people enter to visit him, and stand him up, and restore him to health. Rav Aḥa bar Ḥanina said to them: It is like the tenths of the school of Rabbi Yehuda HaNasi, who said that each of one’s daughters inherits one-tenth of his possessions. His intent was that each daughter would receive one-tenth of the remainder after the previous daughter took her portion. Here too, each visitor takes from the ill person one-sixtieth of the suffering that remains, and consequently a degree of suffering will always remain with the ill person. Furthermore, visiting is effective in easing the suffering of the ill person only when the visitor is one born under the same constellation as the ill person.

¹³⁴ The Gemara elaborates on the tenths of the school of Rabbi Yehuda HaNasi, as it is taught in a baraita that Rabbi Yehuda HaNasi says: A daughter who is supported from the property of her brothers after the death of their father receives one-tenth of the estate as her dowry. The Sages said to Rabbi Yehuda HaNasi: According to your statement, in the case of one who has ten daughters and a son, no property at all remains for the son in a place where there are daughters, as they receive the entire inheritance. Rabbi Yehuda HaNasi said to them: The first daughter takes one-tenth of the estate, the second takes one-tenth of that which the first left of the inheritance, the third takes one-

tenth of that which the second left of the inheritance, and so on. After each succeeding daughter takes her share, they pool their resources and then divide the property equally. Therefore, the son is left with a share of the inheritance.

¹³⁵ The Gemara relates: Rav Ḥelbo fell ill. Rav Kahana went out and announced:

¹³⁶ Rav Ḥelbo fell ill. There was no one who came to visit him. Rav Kahana said to the Sages: Didn't the incident involving one of the students of Rabbi Akiva who became sick transpire in that manner? In that case, the Sages did not enter to visit him, and Rabbi Akiva entered to visit him and instructed his students to care for him. And since they swept and sprinkled water on the dirt floor before the sick student, he recovered. The student said to Rabbi Akiva: My teacher, you revived me. Rabbi Akiva went out and taught: With regard to anyone who does not visit the ill, it is as though he is spilling blood, as it could be that the sick person has no one to care for him. If there are no visitors, no one will know his situation and therefore no one will come to his aid.

¹³⁷ When Rav Dimi came from Eretz Yisrael to Babylonia he said: Anyone who visits the ill causes that he will live, and anyone who does not visit the ill causes that he will die. The Gemara asks: In what way are his actions the cause of that result? If we say that anyone who visits the ill pleads for mercy from God that he will live, and anyone who does not visit the ill pleads for mercy that he will die, does it enter your mind that he would pray that the sick person will die? Rather, anyone who does not visit the ill does not plead for mercy for him, neither that he will live nor that he will die. Since he might have saved the sick person with prayers had he visited, his failure to visit is tantamount to causing his death.

¹³⁸ The Gemara relates with regard to Rava: On the first day that he was ill, he would say to his family: Do not reveal to any person that I am ill, so that his luck not suffer. From this point forward, when his situation deteriorated he would say to them: Go and proclaim in the marketplace that I am ill, as thereby let all who hate me rejoice over my distress, and it is written: "Rejoice not when your enemy falls, and let not your heart be glad when he stumbles; lest the Lord see it, and it displease Him, and He turn away His wrath from him" (Proverbs 24:17–18). And let all who love me pray that God have mercy upon me.

¹³⁹ Rav said: Anyone who visits the ill is spared from the judgment of Gehenna, as it is stated: "Happy is he that considers the poor; the Lord will deliver him in the day of evil" (Psalms 41:2). In this verse, the term poor [dal] means nothing other than ill, as it is stated in the prayer of Hezekiah when he was ill: "He will cut me off from the illness [middalla]" (Isaiah 38:12). Alternatively, it may be derived from this verse in which Jonadab asked his sick friend Amnon, son of King David: "Why, son of the king, are you so sick [dal] from morning to morning?" (II Samuel 13:4). And the term evil means nothing other than Gehenna, as it is stated: "The Lord made everything for His own purpose, and even the wicked for the day of evil" (Proverbs 16:4), and the ultimate punishment of the evildoer is Gehenna.

¹⁴⁰ And if one visited the ill, what is his reward? The Gemara wonders at that question: What is his reward? It is as Rav said: He is spared from the judgment of Gehenna. Rather, the question is: What is his reward in this world?

¹⁴¹ Rav continues: His reward is as it is written: "The Lord will preserve him, and keep him alive, let him be called happy in the land; and deliver not You him unto the greed of his enemies" (Psalms 41:3). He elaborates: "The Lord will preserve him" from the evil inclination; "and keep him alive"

and spare him from suffering; “let him be called happy in the land” means that everyone will be honored from their association with him; “and deliver not You him unto the greed of his enemies,” so that companions like those who counseled Naaman to seek a cure for his leprosy from Elisha (II Kings 5:3) will happen to associate with him, and companions like those who counseled Rehoboam with advice that resulted in the schism in his kingdom (I Kings 12:6–19) will not happen to associate with him.

¹⁴² On a similar note, it is taught in a baraita that Rabbi Shimon ben Elazar says: If youths would say to you: Construct, and Elders would say to you: Demolish, heed the Elders and do not heed the youths, as the construction of youths is demolition, and the demolition of Elders is construction. And a mnemonic device for this matter is “Rehoboam, son of Solomon” (I Kings 12:21). Had he heeded the advice of the Elders and yielded at that time, there would have been no schism.

¹⁴³ Rav Sheisha, son of Rav Idi, said: Let one not visit a sick person, neither during the first three hours of the day, nor in the last three hours of the day, so that he will not be diverted from praying for mercy. Rav Sheisha elaborates: During the first three hours the sick person is relieved, as after a night’s sleep his suffering is somewhat alleviated and the visitor will conclude that there is no need for prayer. In the last three hours of the day his weakness is exacerbated, and the visitor will despair of ameliorating his suffering and will conclude that prayer is futile.

¹⁴⁴ § Ravin said that Rav said: From where is it derived that the Holy One, Blessed be He Himself sustains the sick person? It is as it is stated: “The Lord will support him upon the bed of suffering” (Psalms 41:4). Support in this context is understood to mean that He will feed him. And Ravin said that Rav said: From where is it derived that the Divine Presence is resting above the bed of the sick person? It is also as it is stated: “The Lord will support him upon the bed of suffering,” which indicates that God is actually over his bed.

¹⁴⁵ The Gemara notes that this is also taught in a baraita: One who enters to visit a sick person may neither sit on the bed nor sit on a bench or on a chair that is higher than the bed upon which the sick person is lying. Rather, he deferentially wraps himself in his garment and sits on the ground, because the Divine Presence is resting above the bed of the sick person, as it is stated: “The Lord will support him upon the bed of suffering,” and it is inappropriate for one to sit above the place where the Divine Presence rests.

¹⁴⁶ And apropos statements of Rav cited by Ravin, the Gemara cites an additional statement that Ravin said that Rav said: When there is rain in the West, Eretz Yisrael, a great witness to that rainfall is the Euphrates River, as ultimately that rainwater increases the water flow in the Euphrates River. And this statement of Rav disagrees with a statement of Shmuel, as Shmuel said: A river is blessed from its banks, i.e., the increase in its water flow is attributable to its tributaries and not to rain. The Gemara comments: And this statement of Shmuel disagrees with another statement of Shmuel, as Shmuel said: The water purifies when flowing

¹⁴⁷ in the Euphrates River only during the days of Tishrei alone, as after the summer, when no rain falls, it is clear that the water in the river flows from the source of the river. During the rest of the year, rain and snow are mingled with the river water, and water from rain and snow purify one who immerses in them only when the water is standing.

¹⁴⁸ The Gemara relates: Shmuel’s father fashioned ritual baths for his daughters during the days of Nisan and placed mats in the Euphrates River during the days of Tishrei. He fashioned ritual baths

during Nisan due to the concern that the rainwater and snow water that accumulated in the river exceeded the amount of water that originated in the river's sources. Since immersion in the flowing water would be ineffective, he fashioned ritual baths of standing water elsewhere for them. He placed mats during the days of Tishrei, when they immersed in the river itself, to prevent the mud on the riverbed from acting as an interposition that would invalidate the immersion.

¹⁴⁹ Rabbi Ami said that Rav said: What is the meaning of that which is written: "And you, son of man, make for yourself implements of exile" (Ezekiel 12:3)? That is referring to a lamp, and a bowl,

¹⁵⁰ and a rug, as an exile needs those items and they are portable. The Sages interpreted the following verse describing the exile experience: "Therefore shall you serve your enemy whom the Lord shall send against you, in hunger, and in thirst, and in nakedness, and in want of all things; and he shall put a yoke of iron upon your neck, until he has destroyed you" (Deuteronomy 28:48). Rabbi Ami said that Rav said: "In want of all things" means without a lamp and without a table to eat upon. Rav H̥isda said: Without a wife. Rav Sheshet said: Without an attendant to aid him. Rav Naḥman said: Without intelligence. One of the Sages teaches in a baraita: Without salt and without fat [revav] in which to dip his bread.

¹⁵¹ Abaye said that we have a tradition: A poor person is only one lacking in intelligence, in agreement with the opinion of Rav Naḥman. In the West, Eretz Yisrael, they say: One who has this attribute, intelligence, in him has everything in him. One who does not have this attribute in him, what is in him? If he acquired this, what else is lacking? If he has not acquired this, what has he acquired?

¹⁵² § Rabbi Alexandri said that Rabbi H̥iyya bar Abba said: The sick person recovers from his illness only when the heavenly court forgives him for all his sins, as it is stated: "Who forgives all your iniquity; Who heals all your diseases" (Psalms 103:3). Rav Hamnuna said: When he recovers, he returns to the days of his youth, as it is stated in a verse with regard to one recovering from illness: "His flesh is tenderer than a child's; he returns to the days of his youth" (Job 33:25). Interpreting the verse: "The Lord will support him upon the bed of suffering; You overturned all his lying down in his illness" (Psalms 41:4), Rav Yosef said: That is to say that the sick person forgets his studies, as everything that is organized is overturned.

¹⁵³ The Gemara relates: Rav Yosef himself fell ill and his studies were forgotten. Abaye restored his studies by reviewing what he had learned from Rav Yosef before him. This is the background for that which we say everywhere throughout the Talmud, that Rav Yosef said: I did not learn this halakha, and Abaye said to him in response: You said this to us and it was from this baraita that you said it to us.

¹⁵⁴ The Gemara relates: When Rabbi Yehuda HaNasi would learn thirteen aspects of a halakha on a certain issue, he taught Rabbi H̥iyya seven of them. Ultimately, Rabbi Yehuda HaNasi fell ill and forgot all thirteen aspects. Rabbi H̥iyya restored those seven aspects that Rabbi Yehuda HaNasi taught him by reviewing them before Rabbi Yehuda HaNasi. However, six were gone and forgotten, as Rabbi Yehuda HaNasi had not taught them to anyone. There was a certain launderer who would hear Rabbi Yehuda HaNasi when he was studying those halakhot. Rabbi H̥iyya went and learned those halakhot from the launderer and he came and restored them by reviewing them before Rabbi Yehuda HaNasi. When Rabbi Yehuda HaNasi saw that launderer, Rabbi Yehuda HaNasi said to him:

You made me and Ḥiyya, as we were able to learn these halakhot that otherwise would have been forgotten. Some say that this is what he said to the launderer: You made Ḥiyya, and Ḥiyya made me.

¹⁵⁵ And Rabbi Alexandri said that Rabbi Ḥiyya bar Abba said: Greater is the miracle performed for the sick person than the miracle that was performed for Hananiah, Mishael, and Azariah, who were rescued from the fiery furnace (see Daniel, chapter 3), as in the miracle of Hananiah, Mishael, and Azariah, they were rescued from the fire of a layman, and anyone is capable of extinguishing it. And that fire afflicting a sick person with a fever is the fire of Heaven, and who can extinguish it?

¹⁵⁶ And Rabbi Alexandri said that Rabbi Ḥiyya bar Abba said, and some say Rabbi Yehoshua ben Levi said: Once the end of the time allotted for the life of a person arrived, everything has dominion over him, as it is stated that Cain said: “Whosoever finds me will slay me” (Genesis 4:14). Cain feared that since God sentenced him to death he would be susceptible to all threats and vulnerable to anyone seeking to murder him. Rav said that it is derived from this verse: “They stand this day according to Your judgments; for all are Your servants” (Psalms 119:91). When the decree emerges from Heaven that the time has arrived for a person to die, everyone is a servant of God, an agent to kill him.

¹⁵⁷ The Gemara relates that people said to Rabba bar Sheila: A man died. This person was tall and was riding on a small mule [giredona]. When he reached a bridge [tittora], the mule was frightened [istavveit] and cast off the rider, and although the rider was tall and the mule was short and the rider did not fall far, he died. Rabba bar Sheila read the verse and applied it to the rider: “They stand this day according to Your judgments.”

¹⁵⁸ Shmuel saw a certain frog [kerokita], and also noticed that a scorpion was sitting upon the frog and the frog crossed the river. The scorpion stung a man on the other side of the river and the man died. Shmuel read and applied the verse to the dead man: “They stand this day according to Your judgments.” Even the frog and scorpion are servants and agents of God. The only way the scorpion could reach the man and kill him was by means of the frog taking it across the river.

¹⁵⁹ § Shmuel said: One visits a sick person only if that person is one whom fever overcame. The Gemara asks: What illnesses does this statement come to exclude? The Gemara answers: It comes to exclude that which is taught in a baraita: Rabbi Yosei ben Perata says in the name of Rabbi Eliezer: One visits neither those with intestinal illness, nor those with eye illness, nor those suffering from headaches. The Gemara asks: Granted, one does not visit those with intestinal sickness, due to the sick person’s embarrassment, as he would need to frequently relieve himself and it would be awkward for him in the presence of the visitor. However, what is the reason that one does not visit those with eye illnesses and headaches?

¹⁶⁰ The Gemara answers: It is due to that which Rav Yehuda said, as Rav Yehuda said: Speech is injurious for the eye and beneficial for curing a fever. Therefore, if one suffers from pain in his eye or his head it is better for him not to talk. If he has visitors, he will need to speak to them, which will cause him harm. Rava said: With regard to this fever [ishta], were it not the agent [parvanka] of the Angel of Death, i.e., the cause of serious, potentially deadly illnesses, it could be deemed beneficial,

¹⁶¹ like thorns for palm trees, as the thorns prevent people and animals from touching and ruining the dates. The fever is advantageous if its incidence is once in thirty days, and it is like an antidote [tiraiki] for poison in the body. Rav Naḥman bar Yitzḥak said: It is preferable for one to have neither fever nor the benefits of its capacity to serve as an antidote.

¹⁶² Rabba bar Yonatan said that Rav Yehiel said: Arsan is beneficial for the sick person for his cure. The Gemara asks: What is arsan? Rabbi Yonatan said: It is old hulled barley from the beginning of the sifting process. Abaye said: And that barley requires extensive cooking like the meat of a bull. Rav Yosef said: Arsan is fine flour [semida] ground from old barley from the beginning of the sifting process. Abaye said: And that flour requires extensive cooking like the meat of a bull.

¹⁶³ Rabbi Yoḥanan said: One does not visit a person suffering from *buredam*, an intestinal illness, nor is the name of that illness mentioned, because it is embarrassing for the one suffering from the illness. The Gemara asks: What is the reason that one does not visit him? Rabbi Elazar said: It is due to the fact that he is like a flowing spring, as the symptom of the illness is severe diarrhea. And Rabbi Elazar said: Why is the illness called *buredam*? It is due to the fact that the one suffering from the illness is like a flowing spring, a bottomless pit [bor] of blood [dam].

¹⁶⁴ § We learned in the mishna that if one is prohibited by a vow from deriving benefit from another, that other person heals him with a cure of the *nefesh* but not a cure of property [mamon]. The Gemara asks: How is the mishna taught? If we say that cure of the *nefesh* means that he cures him for free and cure of *mamon* means that he cures him for a fee, then let the mishna teach this: He cures him for free but not for a fee. Rather, cure of the *nefesh* means that he cures his body, and cure of *mamon* means that he cures his animal. Rabbi Zutra bar Toviya said that Rav said: It is prohibited to cure the animal. However, he says to him: Such and such medicine is beneficial for the animal, and such and such medicine is harmful for the animal. Advice, as opposed to treatment, is not considered benefit.

¹⁶⁵ MISHNA: And with regard to another person who is prohibited from deriving benefit from him, one may bathe with him in a large bath [ambati], in which his presence does not affect the other person. However, he may not bathe with him in a small bath, as his presence moderates the temperature of water if it is too hot or too cold, thereby benefiting the other person. And he may sleep with him in one bed.

¹⁶⁶ Rabbi Yehuda says: That is permitted during the days of summer, but he may not sleep with him in one bed during the rainy season, i.e., the winter, because he benefits him by warming the bed. And he may recline with him on a divan even during the rainy season, as no benefit is involved. And he may eat with him at the same table, but not from a common platter from which several people eat, as if one leaves food on the platter, the other derives benefit from him. However, he may eat with him from a platter that returns to the host, as everyone takes a small portion and leaves food on the platter. No benefit is derived. Since there is enough food for everyone, none of the diners receives part of another's portion.

¹⁶⁷ GEMARA: It is taught in a baraita: One may neither bathe with him in a bath nor sleep with him in a bed, and there is no difference whether it is a large bed or whether it is a small bed; this is the statement of Rabbi Meir. Rabbi Yehuda says: It is permitted for him to sleep with him in a large bed during the rainy season and a small bed during the days of summer, as no benefit is derived. He may bathe with him in a large bath and sweat with him in a small one, as his presence provides no benefit for the other. However, he may recline with him on a divan, and he may eat with him at the same table but not from a common platter. However, he may eat with him from a platter that returns. Rabbi Yosei bar Ḥanina said: That means a platter that returns to the host.

¹⁶⁸ MISHNA: One may neither eat with him from the large vessel of food placed before the laborers, nor may he work with him in the same row in a vineyard; this is the statement of Rabbi Meir. And the Rabbis say: He may work in the same row with him provided that he is at a distance from him. If he is close, the other would derive forbidden benefit from him.

¹⁶⁹ GEMARA: In a case where one is proximate to the other, the tanna'im do not disagree that it is prohibited for them to work together. When they disagree, it is in a case where one is distant from the other. Rabbi Meir holds: We issue a decree prohibiting their working together when one is distant from the other, due to the prohibition against their working together when one is proximate to the other, as he loosens for him the earth before him. And the Rabbis hold: We do not issue a decree.

¹⁷⁰ MISHNA: In the case of one for whom benefit from another is forbidden, before, i.e., a year other than the Sabbatical Year, he may neither enter the field of that other person, nor eat from the produce that leans out of the field, even if he does not enter the field. And during the Sabbatical Year, when the produce of the trees is ownerless, he may not enter his field; however, he may eat from the growths that lean out of the field, as the produce does not belong to the other person. If one vowed before the Sabbatical Year that benefit from another's food is forbidden for him, he may enter his field; however, he may not eat of the produce. And during the Sabbatical Year, he may enter the field and may eat the produce.

¹⁷¹ GEMARA: It is Rav and Shmuel who both say that if one vowed before the Sabbatical Year: Benefit from this property is forbidden to you, the other may neither enter his field, nor eat from the produce that leans out of the field, even though the Sabbatical Year arrived in the interim, because the prohibition of the produce took effect before the Sabbatical Year and remained in effect after the Sabbatical Year began. And if he vowed during the Sabbatical Year, he may not enter a field that is included in that property; however, he may eat from the produce that leans out of the field, because the produce was ownerless when he vowed.

¹⁷² And it is Rabbi Yoḥanan and Reish Lakish who both say that if one vowed before the Sabbatical Year: Benefit from my property is forbidden to you, the other may neither enter his field nor eat from the produce that leans out of the field. When the Sabbatical Year arrives, he may not enter his field; however, he may eat from the produce that leans out of the field, because the produce is ownerless.

¹⁷³ The Gemara suggests: Let us say that they disagree about this, that Rav and Shmuel hold: A person can render an item in his possession forbidden, and the prohibition remains in effect even when it leaves his possession. Since he rendered the produce forbidden before the Sabbatical Year, the prohibition remains in effect after the produce becomes ownerless during the Sabbatical Year. And Rabbi Yoḥanan and Reish Lakish hold: A person cannot render an item in his possession forbidden and have the prohibition remain in effect when it leaves his possession. Therefore, it is permitted to eat the produce during the Sabbatical Year.

¹⁷⁴ The Gemara asks: And how can you understand it in that manner? Is there anyone who says that a person cannot render an item in his possession forbidden and have the prohibition remain in effect when it leaves his possession? If so, if Rabbi Yoḥanan and Reish Lakish hold that one cannot do so, let them disagree in the case of one who said: Benefit from this property is forbidden to you, and that would be true all the more so if he said: Benefit from my property is forbidden to you. In the latter case, it is clear that the prohibition remains in effect only as long as the item remains in his possession.

¹⁷⁵ And furthermore, didn't we learn in a mishna (Bava Kamma 108b) that a person can render an item in his possession forbidden and the prohibition remains in effect when it leaves his possession? This is as we learned in a mishna, that with regard to one who says to his son: Benefit from my property is konam for you, if the father dies, the son will inherit him. He is not deriving benefit from his father's property, as after death it is no longer his. If the father vowed to render benefit from his property forbidden to his son during his lifetime and upon his death,

¹⁷⁶ then if the father dies, his son does not inherit from him. Apparently, one can render his property forbidden and have it remain forbidden after it is no longer in his possession. The Gemara rejects that proof: It is different here, as he said to him explicitly: During his lifetime and upon his death. There is no proof that in a case where he did not explicitly extend the prohibition to the period after it leaves his possession, the prohibition would not remain in effect.

¹⁷⁷ The second question was answered, but in any case the first question remains difficult: Why didn't Rabbi Yoḥanan and Reish Lakish disagree in a case where he said: This property, as well? Rather, this is the explanation of their dispute: In the case of one who said: Benefit from this property is forbidden to you, everyone agrees that the prohibition remains in effect even after the item is no longer in his possession. When they disagree, it is in the case of one who said: Benefit from my property is forbidden to you.

¹⁷⁸ Rav and Shmuel hold: It is no different if he said: This property, and it is no different if he said: My property; in both cases, a person renders an item forbidden and the prohibition remains in effect even after the item is no longer in his possession. And Rabbi Yoḥanan and Reish Lakish hold: If one said: Property, a person renders an item forbidden and the prohibition remains in effect. However, if he said: My property, a person does not render an item forbidden for the period after it is no longer in his possession, as the phrase my property means property in my possession.

¹⁷⁹ The Gemara asks: And is there anyone who says that it is no different if he said: This property, and it is no different if he said: My property, and that the prohibition remains in effect even after the item is no longer in his possession? But didn't we learn in a mishna (46a): If one says to another: Entering into your house is konam for me, or: Buying your field is konam for me, then if the owner died or sold the property to another, it is permitted for the one who vowed to enter the house or buy the field, as the prohibition is in effect only as long as it belongs to that person. However, if he said: Entering this house is konam for me, or: Buying this field is konam for me, then if the owner died or sold the property to another, it remains forbidden. Apparently, there is a difference between a case where he simply renders an item forbidden and a case where he renders an item belonging to a particular individual forbidden.

¹⁸⁰ Rather, this is the explanation of the statements of the amora'im: When Rabbi Yoḥanan and Reish Lakish said that the prohibition is no longer in effect after the item is no longer in his possession, it was in a case where he said: My property. And when Rav and Shmuel said that the prohibition remains in effect after the item is no longer in his possession, it was in a case where he said: This property. And they do not disagree, as each pair of amora'im addressed a different situation.

¹⁸¹ We learned in the mishna: And during the Sabbatical Year he may not enter his field; however, he eats from the produce that leans out of the field. The Gemara asks: What is different about the Sabbatical Year that he is permitted to eat of the produce that leans out of the field? It is due to the

fact that the produce is ownerless. With regard to land as well, the Torah rendered it ownerless, as during the Sabbatical Year, it is permitted for everyone to enter the field and eat the produce.

¹⁸² Ulla said: The mishna is referring to a case where the fruit trees are standing on the borders of the field. Since it is possible to eat the produce without entering the field, it is not permitted for him to enter it. Rabbi Shimon ben Elyakim said: Even in a case where the fruit trees are standing in the middle of the field, it is also prohibited for him to enter the field, due to a rabbinic decree lest he remain standing there longer than necessary for purposes of eating, which is prohibited even during the Sabbatical Year.

¹⁸³ MISHNA: In the case of one for whom benefit from another is forbidden by vow, that other person may neither lend an item to him nor borrow an item from him. Similarly, he may neither lend money to him nor borrow money from him. And he may neither sell an item to him nor purchase an item from him.

¹⁸⁴ GEMARA: Granted that the person from whom benefit is forbidden may not lend money to the person for whom benefit is forbidden, as he thereby benefits him. However, with regard to the fact that the former may not borrow money from the latter, in what way does he benefit him by borrowing his money? And it could even be said, granted that he may neither borrow money from him nor purchase an item from him, as one benefits in lending money by preserving the value of that money in case the coins deteriorate, and in selling by ridding oneself an item that is difficult to sell. However, with regard to the fact that the person from whom benefit is forbidden may not borrow an item from the person for whom benefit is forbidden, in what way does the lender benefit from him? The borrower returns the same item to the lender.

¹⁸⁵ Rabbi Yosei, son of Rabbi Ḥanina, said: The mishna is referring to a case where they both vowed that benefit from each other is forbidden. Clearly, then, neither of them may lend to the other or borrow from him. Abaye said: It is possible to explain the mishna as it is written, as referring to a case where only one vowed that benefit from the other is forbidden. However, the Sages issued a decree that it is also prohibited for one to borrow from a person for whom benefit from him is forbidden, due to the concern that he might come to lend to him, as reciprocity is common in these matters. And likewise, that is the explanation in all the cases in the mishna; it is prohibited to borrow money, borrow items, and to purchase items from him due to a rabbinic decree, lest he come to benefit him.

¹⁸⁶ MISHNA: One said to another: Lend me your cow. The other person said to him: My cow is not available. The one seeking to borrow the cow responded angrily: Plowing my field with this cow is konam forever. If it was his typical manner to plow the field himself, then it is prohibited for him to plow his field with that cow but it is permitted for every other person. If it is not his typical manner to plow the field himself, and he has others plow for him, it is prohibited for him and for every other person to plow his field with that cow, because his intent was to render benefit from plowing with this cow forbidden.

¹⁸⁷ In the case of one for whom benefit from another is forbidden by vow and who does not have anything to eat, the one from whom benefit is forbidden goes to the shopkeeper and says to him: So-and-so vowed that benefit from me is forbidden for him and I do not know what I will do. After grasping his intent, the shopkeeper gives food to the one for whom benefit is forbidden, and then the shopkeeper comes and takes payment for the food from that one who spoke to him.

¹⁸⁸ Similarly, if the house of one for whom benefit is forbidden by a vow was to be built, his fence to be erected, or his field to be harvested, and laborers were required but he had no money to hire them, the one from whom benefit is forbidden goes to the laborers and says to them: Benefit from me is forbidden by vow to so-and-so and I do not know what I will do. And the laborers perform those tasks with him, and come and take payment for their labor from that person who approached them.

¹⁸⁹ If the one who vowed to render benefit from him forbidden and the one for whom benefit is forbidden were traveling together along the road and the one for whom benefit is forbidden does not have anything to eat, the one who from whom benefit is forbidden gives food to one other person as a gift, and it is permitted for that person for whom benefit is forbidden to eat the food because it no longer belongs to the one from whom benefit is forbidden. If there is no other person with them, the one who vowed places the food on the nearest rock or on the nearest fence and says: These food items are hereby rendered ownerless and are available to anyone who wants them. Then that person for whom benefit is forbidden takes and eats the food. Rabbi Yosei prohibits doing so.

¹⁹⁰ GEMARA: With regard to the dispute between the Rabbis and Rabbi Yosei whether one from whom benefit is forbidden to another can give the other person food by declaring the food ownerless, Rabbi Yoḥanan said: What is the reason for the opinion of Rabbi Yosei? He holds that the legal status of the process of rendering property ownerless is like that of the acquisition of a gift. Just as acquisition of a gift is not complete until the item comes from the possession of the one who gives the gift into the possession of the one who receives the gift, so too, the process of rendering property ownerless is not complete until the item comes into the possession of the one who acquires it. According to Rabbi Yosei, it is prohibited for the one for whom benefit is forbidden to take the food that was declared ownerless. Since it still belongs to the one from whom benefit is forbidden, by taking the food he derives forbidden benefit from him.

¹⁹¹ Rabbi Abba raises an objection from a baraita: And then that person takes and eats the food; and Rabbi Yosei prohibits doing so. Rabbi Yosei said: When is it prohibited to do so? When his vow predates his declaration that the food is ownerless. In that case, the vow took effect on all his possessions, including those that he later declared ownerless.

¹⁹² However, if his declaration that the food is ownerless predates his vow, it is permitted for the other person to eat the food. And if you say that the reason for the opinion of Rabbi Yosei is because the food remains in the possession of the owner until it comes into the possession of the one who acquires it, what is different for me if his vow predates his declaration that the food is ownerless, and what is different for me if his declaration that the food is ownerless predates his vow? In any event, the item remains in the possession of its owner and the one for whom benefit is forbidden benefits from it.

¹⁹³ The Gemara answers: Rabbi Abba raised the objection and he answered that objection. The difference between the cases does not relate to the halakhot of ownerless property; rather, it relates to the nature of vows. The intent of anyone who vows is that the vow not apply to an item that he rendered ownerless. Therefore, when he declares the food ownerless and then vows, he does not intend to include the ownerless food in his vow, and the prohibition does not take effect upon it.

¹⁹⁴ Rava raised an objection: With regard to a person on his deathbed who ordered his executor to distribute all his property, if he recovers, he may retract the gift. However, if he ordered him to distribute only a portion of his property and kept the rest, he cannot retract the gift. If he ordered him

to distribute his property to two people and said: A portion of the property is given to the first person and all of the remaining property is given to the second person, then if he recovered, the first person acquired the property that was given him, as it was a partial gift.

¹⁹⁵ And the second person did not acquire the property that was given him, as it was a gift of all his remaining property, which can be retracted. Although the first person did not yet acquire the property, as the person on his deathbed did not die, the property is no longer considered to be in the possession of the one who owned it. This is clear from the fact that if it were still in his possession, the gift to the second person would not be a gift of all his remaining property. This contradicts the opinion of Rabbi Yoḥanan, who said in explanation of the opinion of Rabbi Yosei: Acquisition of a gift is not complete until the item comes from the possession of the one who gives the gift into the possession of the one who receives the gift.

¹⁹⁶ Rather, Rava said that this is the reason for the opinion of Rabbi Yosei: It is prohibited by rabbinic decree for the one for whom benefit is forbidden to take food that was declared ownerless, due to the gift of Beit Ḥoron. An incident occurred in Beit Ḥoron involving a person who employed artifice and gave a gift to another to circumvent a vow. The Sages ruled that artifice of that sort is forbidden. Here too, when he renounced ownership he merely employed artifice to circumvent the vow.

¹⁹⁷ It is taught in a baraita: In the case of one who declares his field ownerless, for the entire three days after that declaration he is able to retract it. From this point forward, he is unable to retract the declaration.

¹⁹⁸ If one said: This field will be ownerless for one day, for one week, for one month, for one year, or for one seven-year Sabbatical cycle, as long as no one took possession of the field, neither the one who declared it ownerless nor another person, he is able to retract his declaration. Once one took possession of the field, whether it is he or whether it is another person, he is unable to retract his declaration. This baraita is difficult, as the first clause is apparently in accordance with the opinion of the Rabbis, who hold that rendering property ownerless is unilateral and not contingent upon whether one took possession of it, and the latter clause is in accordance with the opinion of Rabbi Yosei, who holds that rendering property ownerless is complete only when one takes possession of that property.

¹⁹⁹ Ulla said: The latter clause is also in accordance with the opinion of the Rabbis. The Gemara asks: If so, why is the ruling in the baraita: As long as one did not take possession of the field, neither the one who declared it ownerless nor another person, he is able to retract his declaration; according to the Rabbis, once he declared the property ownerless, although he can take possession of it, he is unable to retract the declaration. The Gemara answers: It is different when one declares an item ownerless for a year or a seven-year period, as doing so is uncommon. Since from the outset he limited the duration of ownerless status, clearly he reserved for himself certain rights; therefore, he can retract his declaration.

²⁰⁰ Reish Lakish said: From the fact that the latter clause is in accordance with the opinion of Rabbi Yosei, the first clause is also in accordance with the opinion of Rabbi Yosei. And in the first clause, this is the reason that one cannot retract his declaration once three days have passed: It is an ordinance instituted by the Sages to ensure that the halakhic status of ownerlessness would not be forgotten. If one could retract his declaration of ownerless status after three days, people would not distinguish between a case where another took possession, where, according to Rabbi Yosei, one is

unable to retract the declaration, and a case where another did not take possession, where, according to Rabbi Yosei, one is able to retract the declaration. The result would be that people would mistakenly conclude that ownerless status can always be reversed, even after it was claimed by another. Therefore, the Sages instituted a limit of three days, after which one may not retract his declaration.

²⁰¹ The Gemara asks: If so, then let the Sages institute that the item is considered ownerless even from the first day as well and that he cannot retract his declaration at all. Rabba said: The reason that the Sages did not render the item ownerless from the first day is due to the swindlers, who declare the field ownerless in order to render the produce of the field exempt from the requirement of tithing, and then retract that declaration and immediately reclaim the field. Therefore, the Sages instituted that ownerless status takes effect only after three days.

²⁰² The Gemara asks: The Sages instituted that one cannot retract his declaration of ownerless status once three days have passed. However, by Torah law, isn't the item ownerless according to Rabbi Yosei, regardless of when he retracted his declaration as long as no other person acquired it?

²⁰³ And that ordinance could lead to a problem, as perhaps he will come to tithe from produce that requires tithing by Torah law for produce exempt from tithing by Torah law and from produce exempt from tithing by Torah law for produce that requires tithing by Torah law. By Torah law, the produce is not ownerless and requires tithing. However, due to the ordinance, people might relate to it as ownerless produce and assume that one is exempt from tithing it. Alternatively, they will erroneously conclude that the obligation to tithe from that produce is by rabbinic law and will tithe produce from it that one is exempt from tithing by Torah law, or they will tithe that produce from produce that one is exempt from tithing by Torah law. The result will be produce that is not properly tithed, as one may tithe produce that one is obligated to tithe by Torah law only from other produce that one is obligated to tithe by Torah law.

²⁰⁴ The Gemara answers: That problem will not arise, because if the declaration of ownerless status is retracted after three days, we say to the person who ultimately takes possession of the produce: When you tithe, tithe from that produce itself. In that way, the above problem does not arise.

²⁰⁵ The Gemara raises an objection from a baraita: One who declares his vineyard ownerless, and at dawn he arose and picked grapes from the vineyard, is obligated in the mitzva of leaving individual fallen grapes left for the poor [peret], and in the mitzva of leaving incompletely formed clusters of grapes for the poor [olelot], and in the mitzva of leaving forgotten sheaves, and in the mitzva of pe'a, produce from the corner of the field or vineyard, as the obligation to separate those gifts from the poor is incumbent upon the one who harvests the field (see Leviticus 19:9–10). And he is exempt from the obligation to separate the tithe from the grapes. Because the vineyard is ownerless, there is no obligation to tithe the produce.

²⁰⁶ The Gemara asks: Granted, this is so according to Ulla, who explained that the Rabbis taught the previous baraita and explains that although the Sages instituted that the ownerless status does not take effect completely until three days have passed, by Torah law it takes effect immediately, and that this baraita is taught in accordance with Torah law. That is the reason that one is exempt from tithing the grapes. However, according to Reish Lakish, why is he exempt from separating the tithe? Until three days after the declaration, neither by Torah law nor by rabbinic law does ownerless status take effect.

²⁰⁷ The Gemara answers that Reish Lakish could have said to you: Although when I explained the first clause and the latter clause of that baraita I said that both are in accordance with the opinion of Rabbi Yosei, who said that an ownerless item leaves the possession of the owner only when it enters the possession of another, this baraita is in accordance with the opinion of the Rabbis, who hold that it leaves the possession of the owner immediately upon the declaration of ownerless status.

²⁰⁸ If you wish, say instead: That baraita, in which it is taught that the item does not leave the possession of the owner until it enters the possession of another, is referring to a case where one declared it ownerless before two people; and this baraita, in which it is taught that the item is ownerless when it is declared ownerless, is referring to a case where one declared it ownerless before three people. As Rabbi Yoḥanan said in the name of Rabbi Shimon ben Yehotzadak: With regard to anyone who declares an item ownerless before three people, that item is ownerless; if he does so before two people, it is not ownerless.

²⁰⁹ And Rabbi Yehoshua ben Levi said: By Torah law, even with one person, the item is ownerless, and what is the reason that the Sages said that ownerless status must be declared with three people? It is so that one will take possession of the item and two will testify that the item was declared ownerless and that it was acquired by that person. It is not a requirement fundamental to the declaration of ownerless status.

Chapter 5

¹ MISHNA: Partners who vowed not to derive benefit from one another are prohibited from entering into a courtyard that they jointly own, since each one has a portion in it and benefits from the share owned by the other, thereby leading to a violation of the vow. Rabbi Eliezer ben Ya'akov says: It is permitted for both to use the courtyard, as it can be said that since each has a portion in the courtyard; this one enters into his own portion and that one enters into his own portion.

² And all agree that they are both prohibited from setting up a mill or an oven in the jointly owned courtyard, or to raise chickens in it.

³ If only one of the partners was prohibited by a vow from deriving benefit from the other, he may not enter the courtyard. Rabbi Eliezer ben Ya'akov says: He can say to the partner: I am entering into my own portion and I am not entering into your portion. And the court forces the one who took such a vow to sell his portion so that he does not cause the other to transgress.

⁴ If someone from the marketplace is prohibited by a vow from deriving benefit from one of the partners, he may not enter a courtyard of the partners, since it belongs partly to the one from whom he may not benefit. Rabbi Eliezer ben Ya'akov says: He can say to him: I am entering into the portion of another resident of the courtyard and I am not entering your own portion since it does not belong entirely to you.

⁵ With regard to one prohibited by a vow from deriving benefit from another and he has a bathhouse or an olive press in the city that is leased out and available for public use, if the one who took the vow has a right to profits from usage in the property, i.e., he retains some rights in the property and has not leased them out completely, it is forbidden for the one who took the vow to use it. If he has no right of usage in the property, it is permitted.

⁶ With regard to one who says to another: Entering your house is konam for me, or: Purchasing your field is konam for me, then if he, i.e., the owner of the house or field, dies or sells the house to another, it is permitted for the one who took the vow to enter the house or purchase the field, as it is no longer in the possession of the prior owner. But if he said: Entering this house is konam for me, or: Purchasing this field is konam for me, then even if the owner dies or sells it to another, it is forbidden.

⁷ GEMARA: A dilemma was raised before the Sages: In the mishna, the Rabbis and Rabbi Eliezer ben Ya'akov disagree with regard to the permissibility of entering a jointly owned courtyard where the partners vowed not to derive benefit from one another. However, if they instead vowed to prohibit one another from deriving benefit from them and their property, what is the halakha? Do we say that they disagree where the partners each vowed not to benefit from the other, but where they each vowed to prohibit one another from deriving benefit from them, the Rabbis concede to Rabbi Eliezer ben Ya'akov, as they are each considered to be forbidden due to circumstances beyond their control? Or perhaps the Rabbis disagree even in a case where each vowed to prohibit one another from deriving benefit?

⁸ Come and hear a proof from the mishna: If only one of the partners was prohibited by a vow from deriving benefit from the other, he may not enter the shared courtyard. Here, the prohibitive vow was stated by the other party, and still the Rabbis disagree and forbid the use of the courtyard. Evidently, the dispute in the mishna applies equally to cases beyond the control of the one forbidden by the vow. The Gemara responds: Teach an emended version of the mishna: If one had vowed to prohibit himself from deriving benefit from another. According to this emended version, the mishna may be addressing only the one who brought the prohibition upon himself.

⁹ So too, it is reasonable to assume that the mishna is referring to one who imposes the prohibition upon himself, as it was taught in the latter clause with regard to the same case: And the court forces the one who took such a vow to sell his portion. Granted, if you say that the mishna is speaking of a case where he himself vowed not to benefit from the other, this is consistent with that which teaches that the court forces him to sell his portion; since he created the problem, he is forced to resolve it. But if you say that it is referring to a case where the other prohibited him with a vow, why does the court force him to sell his property? He is put in a situation beyond his control. This clause offers no proof, and the Rabbis may still concede in a case where one is forbidden due to another's vow.

¹⁰ Rabba said that Ze'eiri said:

¹¹ The dispute between Rabbi Eliezer ben Ya'akov and the Rabbis is with regard to a courtyard where there is sufficient area in the courtyard for it to be divided into four square cubits for each partner, so each can be said to have a real portion that can be forbidden to the other. But if there is not sufficient area in it to be divided, everyone agrees that it is permitted to benefit from it, since the entire courtyard is viewed as belonging to both of them and each one can say that he is entering his own portion.

¹² Rav Yosef said to Rabba: A synagogue belongs to the entire public and is therefore considered like a courtyard in which there is not sufficient area in it to be divided, and we learned in a mishna later in the chapter (48a) that with regard to two people who vow not to derive benefit from each other, both are prohibited from deriving benefit from an entity belonging to that city such as a synagogue. Evidently, the Rabbis prohibit deriving benefit even from such entities.

¹³ Rather, Rav Yosef said: Ze'eiri must have said: The dispute holds where there is not sufficient area in the courtyard for it to be divided, but if there is sufficient area in it for it to be divided, everyone agrees that it is forbidden, since if either enters it he may be entering the other's portion.

¹⁴ Rav Huna said: The halakha is in accordance with the opinion of Rabbi Eliezer ben Ya'akov. And so too, Rabbi Elazar said: The halakha is in accordance with the opinion of Rabbi Eliezer ben Ya'akov.

¹⁵ § The mishna teaches: With regard to one prohibited by a vow from deriving benefit from another and he has a bathhouse or an olive press in the city that is leased out and available for public use, the forbidden party may use it only if the owner has forfeited his own right to profits from usage. The Gemara asks: And how much is this right to profits from usage that prohibits the subject of the vow from entering the bathhouse? Rav Nahman said: In cases where he receives one half, one-third, or one-quarter of the profits of the bathhouse. But in a case where he receives less, it is not forbidden. Abaye said: Even in a case where he receives less, it is forbidden. If so, what are the circumstances in which it is permitted and he is not considered to have a right to profits from usage? Where he completely forfeits all profits and receives only an annual rental fee [taska] from a tenant.

¹⁶ § The mishna teaches: With regard to one who says to another: Entering your house is konam for me, and the owner dies or sells the house, the prohibition is lifted. But if he said: Entering this house is konam for me, he remains prohibited from entering the house even after the owner dies or sells the house. Avimi raises a dilemma: If the owner of a house said: Entering this house is konam for you, and then he died or sold it to another, what is the halakha? Do we say that a person can render an item in his possession forbidden even for a time after it will leave his possession, or not?

¹⁷ Rava said: Come and hear a proof from a mishna (Bava Kamma 108b–109a): If one says to his son: Benefiting from me is konam for you, and dies, the son still inherits from him. If, however, the father explicitly states that benefit is forbidden both in his lifetime and after his death, and dies, the son does not inherit from him. Rava suggests: Conclude from the mishna that a person can render an item in his possession forbidden even for a time after it will leave his possession. The Gemara notes: Conclude from the mishna that this is so.

¹⁸ § We learned in a mishna there (57a): If one says: This produce is konam upon me, or: It is konam upon my mouth, or: It is konam for my mouth, he is prohibited from eating even its replacements, should they be traded or exchanged, and anything that grows from it if it is replanted.

¹⁹ Rami bar Hama raises a dilemma: If one said: This produce is konam for so-and-so, what is the halakha with regard to their replacements? Do we say: With regard to himself, since a person can render another's produce forbidden for himself, though it is not presently in his possession, so too, a person can render an entity that has not yet come into the world forbidden to himself? Is this why the replacement produce and anything that grows from it is forbidden to him, even if it did not yet exist when he took the vow? If so, with regard to another, since a person cannot render another's produce forbidden to another, i.e., to that owner himself, similarly one cannot render an entity that has not yet come into the world forbidden to another. The produce's replacements would therefore be permitted to him.

²⁰ Or perhaps the prohibition on replacement produce in the mishna is due to the fact that replacements of the produce are viewed as being like that which grows from them? They are both

forbidden because they derive from the forbidden produce. If this is the case, it is no different for him and it is no different for another. Neither may derive benefit from the replacements.

²¹ Rav Aḥa bar Minyumi said: Come and hear a proof from a baraita: With regard to one who says to his wife: Benefiting from me is *konam* for you, she may nevertheless borrow money to sustain herself, and the creditors can come and collect her debts from her husband. What is the reason that the creditors can collect from the husband? Is it not because she benefits only indirectly, and it must be that replacements, i.e., the creditors' money, are not like that which grows from the original item?

²² Rava said: This is not proof: Perhaps it is the case that one should not benefit from replacements *ab initio*, but if one did it, it is done after the fact. Since the wife lacks any other means to support herself, the case is considered to be after the fact, and it is permitted for her to benefit indirectly. Still, replacements of an item are considered to be like that which grows from it *ab initio*.

²³ Rather, come and hear a proof from another mishna (Kiddushin 56b): With regard to one who betroths a woman with fruit of *orla*, i.e., fruit of the first three years of a tree's growth, from which it is forbidden to benefit, she is not betrothed because the fruits have no value. Betrothal can be performed only with an object worth at least one peruta. But if he sold them and betrothed her with the money he received, she is betrothed. Evidently, replacements of a forbidden item are permitted. The Gemara responds: Here also, one should not benefit from the replacement items given in exchange for the *orla* *ab initio*, but if one did it, it is done after the fact. Replacements of an item may still be considered to be like that which grows from it *ab initio*.

²⁴ MISHNA: If someone says to another: I am hereby forbidden to you like an item dedicated to the Temple, then the one prohibited by the vow is prohibited from benefiting from the possessions of the one who took the vow. If someone says: You are hereby forbidden to me like an item dedicated to the Temple, then the one who took the vow is prohibited from benefiting from the possessions of the other. If he says: I am hereby forbidden to you and you are hereby forbidden to me like an item dedicated to the Temple, both are prohibited from benefiting from the possessions of the other. But it is permitted for both of them to benefit from the objects belonging to those who ascended from Babylonia, i.e., common property of the nation as a whole, which is not considered to be the property of any individual.

²⁵ But it is prohibited for them to benefit from objects of that city, which are considered to be jointly owned by all its residents. And what are examples of objects belonging to those who ascended from Babylonia? For example, the Temple Mount, and the Temple Courtyards, and the water cistern in the middle of the road. And what are objects of that city? For example, the city square, and the bathhouse, and the synagogue, and the ark which houses the Torah scrolls, and the Torah scrolls. And one who writes, i.e., signs, his portion of the shared objects of that city over to the Nasi.

²⁶ Rabbi Yehuda says: This is the *halakha* with regard to both one who writes his portion over to the Nasi and one who writes it over to a common person. Rabbi Yehuda adds: What is the difference between one who writes it over to the Nasi and one who writes it over to a common person? That one who writes it to the Nasi need not formally confer possession of the item, whereas one who writes it over to a common person must confer possession to him. And the Rabbis say: Both this one and that one must confer possession, and they specifically mentioned the Nasi only so as to speak in the present, addressing situations that were prevalent. Rabbi Yehuda says: The people of Galilee do not

have to write their portion over to the Nasi because their fathers already wrote it for them, declaring that all the public property belongs to him.

²⁷ GEMARA: The mishna appears to teach that one who is prohibited by a vow from benefiting from another may not benefit from property written over to the Nasi. The Gemara asks: Why is it forbidden? Rav Sheshet said: This is what the mishna is teaching: And what is their remedy, i.e., what can be done to enable the forbidden individuals to benefit from communal property? They should write their portion over to the Nasi, thereby relinquishing their shares in the communal property.

²⁸ The Gemara continues its quotation from the mishna: This is the halakha with regard to both one who writes his portion over to the Nasi and one who writes it over to a common person. Rabbi Yehuda adds: What is the difference between one who writes it over to the Nasi and one who writes it over to a common person? That one who writes it to the Nasi need not formally confer possession of the item, whereas one who writes it over to a common person must confer possession to him. And the Rabbis say: Both this one and that one must confer possession, and they specifically mentioned the Nasi only so as to speak in the present.

²⁹ § The mishna teaches: Rabbi Yehuda says: The people of Galilee do not have to confer possession of their portion to the Nasi because their forefathers already wrote it for them. It is taught in a baraita that Rabbi Yehuda says: The people of Galilee were quarrelsome [kanteranin] and would often take vows prohibiting benefit from one another. So their forefathers arose and wrote their portions of the public property over to the Nasi so that they would be able to use communal property.

³⁰ MISHNA: With regard to one who is prohibited by a vow from deriving benefit from another and he does not have anything to eat, the other may give the food to someone else as a gift and he is then permitted to eat it. The mishna recounts: An incident occurred involving someone in the city of Beit Ḥoron whose father had vowed not to derive benefit from him, and the son was marrying off his own son and wanted his father to be able to participate in the wedding meal. And he therefore said to another: The courtyard where the wedding will take place and the wedding meal are given before you as a gift, but only so that my father will come and eat with us at the meal.

³¹ The recipient said: If they are mine, they are all hereby consecrated to Heaven, i.e., the Temple, and are forbidden to everyone. The son said to him in anger: And did I give you my property so that you should consecrate it to Heaven? He, the recipient, said to him: You gave me your property only so that you and your father would eat and drink and thereby appease each other, and the sin of transgressing the vow would be hung on his, i.e., my, head, as I enabled the transgression. The Sages therefore said: Any gift that is not so absolute so that if the recipient were to consecrate the gift it would be consecrated, is not a gift. In other words, in order for it to be a gift, the recipient must have the ability to consecrate it.

³² GEMARA: The Gemara asks: Was an incident cited to contradict that which was initially stated in the mishna? The mishna explicitly stated that one may give a gift to another in order to bypass the prohibition of a vow. The Gemara answers: The mishna is incomplete and is teaching like this: And if his ultimate actions prove the nature of his initial intent, i.e., if the prior owner protests that he gave the gift only as a technicality in order to bypass the vow, it is forbidden. And to illustrate this point, there was also an incident in Beit Ḥoron concerning someone whose ultimate protest proved that his initial intent was not to give a true gift.

³³ Rava said: They taught this prohibition only in a case where he said to him: And the gifts are given before you only so that my father should come, as he explicitly mentioned that he did not intend to give an absolute gift. But if he said to him less explicitly: That they should be before you that my father should come, there is no prohibition, since he is essentially saying to him: It is up to your judgment whether or not to invite him.

³⁴ Some say another version of this statement. Rava said: Do not say that the reason for the prohibition is because he said to him: And the gifts are given before you only so that my father will come, and that is why it is forbidden; but if he said to him: They are before you so my father should come and eat, it would be permitted. This is not so. Rather, even if he said to him: They are before you, my father should come and eat, it is forbidden. What is the reason for this? His wedding meal proves about him that his sole intention was to bypass the vow.

³⁵ There was a certain man who had a son who seized in theft sheaves [keifei] of flax, and the father took a vow prohibiting his son from deriving any benefit from his possessions. They said to the father: And if the son of your son would become a Torah scholar, and you would want him to be able to inherit your possessions, what would you do? He said to them: Let this son of mine acquire the possessions, and only if the son of my son becomes a Torah scholar then let him, my grandson, acquire them from my son. They asked: What is the ruling?

³⁶ The Sages of Pumbedita say: This is just as if he stated: Acquire the property on the condition that you transfer it to your son. In such a case he has not given anything to the recipient, but has merely made him a conduit to transfer the item to someone else. And in any case where one says: Acquire this item on the condition that you transfer ownership, the recipient does not acquire the item, and the statement has no effect.

³⁷ But Rav Nahman said: He does acquire, as an acquisition by means of a cloth is a case of an act of acquisition performed only in order to transfer ownership. In such a case, one gives another a cloth in order to confer ownership of some other item, but the cloth itself does not assume new ownership. Still, this is an effective means of acquisition. So too, the property of the grandfather may be effectively conferred upon the grandson through the son, without the son acquiring it himself.

³⁸ Rav Ashi said: And who will say to us concerning the cloth that if the recipient of the cloth would seize it with the intention of keeping it that it would not be an effective seizure? While the cloth is technically transferred, the recipient does not usually exercise his right to it. And furthermore, an acquisition by means of a cloth is a case where the giver is saying: Acquire only in order to transfer ownership, but acquire from now. However, with regard to these possessions of this one who took the vow, when does the son acquire? Only when his son's son becomes a Torah scholar. And when he becomes a Torah scholar, the cloth has already been returned to its owner, i.e., the act of acquisition had taken place long before the grandson became a Torah scholar. The initial transfer therefore has no effect.

³⁹ Rava said to Rav Nahman: But the gift of Beit Hōron discussed in the mishna is an example of an acquisition performed only in order to transfer ownership, and there he did not acquire it at all.

⁴⁰ The Gemara recounts: Sometimes when Rav Nahman was asked this question he said to him: That is because his wedding meal proves about him that he did not truly intend to give the items to the recipient, and not because such an acquisition is invalid per se. And sometimes he said to him that in that case they followed the stringent opinion of Rabbi Eliezer, who said: Even negligible benefits

ordinarily waived are forbidden to one prohibited by a vow from deriving benefit from another. So too, Rabbi Eliezer holds that one cannot rely on an act of acquisition performed merely in order to transfer ownership to a third party.

⁴¹ § We learned in the mishna (48a): The Sages therefore said: Any gift that is not so absolute so that, if the recipient were to consecrate the gift it would be consecrated, is not a gift. The Gemara asks: What is added by the word: Any? Is it not adding this matter of one who seized sheaves of flax, and to say that the gift of the father has no effect? The Gemara responds: No, the intent is to add the latter version of the aforementioned statement of Rava, that a gift given as a means of circumventing a vow has no effect, even when the giver mentions the nature of the gift only casually and does not stipulate it as a formal condition.

Chapter 6

¹ MISHNA: In the case of one who vows that cooked foods are forbidden to him, he is permitted to eat roasted and boiled foods, as they are not defined as cooked. If one said: Cooked food is konam for me, and for that reason I will not taste it, he is prohibited from tasting a loose cooked food but is permitted to taste a thick one, which people do not generally refer to as a cooked food. And he is likewise permitted to eat a turemuta egg and the remutza gourd, as they are not considered cooked foods either. In the case of one who vows that food cooked in a dish is forbidden to him, he is prohibited from deriving benefit only from food that is cooked by boiling it in a dish. However, if one said: That which enters into a dish is konam for me, and for that reason I will not taste it, he is prohibited from tasting anything cooked in a dish.

² GEMARA: It is taught in a baraita: In the case of one who vowed that cooked foods are forbidden to him, Rabbi Yoshiya maintains that he is prohibited from eating roasted foods. And although there is no biblical proof of the matter, there is an allusion to the matter, as it is stated: “And they cooked the Paschal offering with fire according to the ordinance” (II Chronicles 35:13). Since the Paschal offering must be roasted, it is evident that roasting can also be referred to as cooking.

³ The Gemara suggests: Let us say that they disagree with regard to this following principle, that Rabbi Yoshiya holds that one should follow the language of the Torah, and our tanna holds that with regard to vows one should follow the language of people.

⁴ The Gemara refutes this suggestion: No, it is possible that everyone agrees that with regard to vows one should follow the language of people. Rather, this Sage stated his opinion in accordance with the language of his locale, and this Sage stated his opinion in accordance with the language of his locale. In the locale of our tanna, roasted food is called roasted and cooked food is called cooked, and in the locale of Rabbi Yoshiya even roasted food is called cooked.

⁵ The Gemara raises a difficulty: But doesn't Rabbi Yoshiya cite a verse as proof for his opinion, which shows that his opinion is not based on the vernacular? The Gemara answers: The verse is cited as a mere support for his opinion, as implied by his statement that the verse is only an allusion, not a full proof.

⁶ It is stated in the mishna that one who said: A cooked food is konam for me and for that reason I will not taste it, he is prohibited from tasting a loose cooked food but is permitted to taste a thick one.

The Gemara asks: Why is he permitted to eat it? But didn't he vow that a cooked food, which includes one that is thick, is forbidden to him?

⁷ Abaye said: This tanna maintains that anything with which bread is eaten is called a cooked food, whereas a thick dish is eaten without bread. And it is taught likewise in a baraita: One who vows that a cooked food is forbidden to him is prohibited from eating all types of cooked foods, and he is therefore prohibited from eating roasted, boiled, and cooked foods. And he is also prohibited from eating soft gourds [hiteriyyot], with which the sick eat their bread. This indicates that a cooked food is one eaten with bread.

⁸ The Gemara asks: Is that so, that the sick eat gourds? But Rabbi Yirmeya fell ill, and a certain doctor came to him to heal him. He saw a gourd that was placed in his house, and he left Rabbi Yirmeya and exited the house and said: This person has an angel of death, a gourd, in his house, and I will enter to heal him? This incident teaches that gourds are detrimental for the sick.

⁹ The Gemara responds: This is not difficult. This baraita is referring to soft gourds, which are beneficial to the sick, and this incident is referring to hard ones, which are detrimental. Rava bar Ulla said a different answer: This incident is referring to the gourd itself, which is detrimental, and this baraita is referring to the innards [luliva] of the gourd, as Rav Yehuda said: The innards of the gourd are best eaten with chard; the innards of flax seeds are best eaten with kuteḥa, a dip made from bread crumbs and sour milk. And one may not say this matter in the presence of an ignoramus, so that ignoramuses do not uproot flax for consumption of its seeds.

¹⁰ Rava said a different response: Who are the sick mentioned in the baraita, for whom a gourd is beneficial? They are the Sages, who are weakened by their toil in the study of Torah and their abstention from worldly pleasures, although they are not actually sick. Therefore, there is no contradiction. Gourds are harmful for people who are actually sick. The Gemara comments: Rava conforms to his standard line of reasoning, as Rava said:

¹¹ In accordance with whose opinion do we pray every day for the sick and for the suffering? In accordance with whose opinion? In accordance with the opinion of Rabbi Yosei, who holds that one is judged every day, not only on Rosh HaShana, and therefore it is appropriate to pray for people every day. From the fact that he said: The sick and the suffering, one can learn from his statement that the term: The sick, is referring to actual sick people, while the term: The suffering, is referring to the Sages, who typically are physically frail.

¹² § It is stated in the mishna that one who vowed that loose cooked food is forbidden to him is permitted to taste a thick cooked food. The Gemara comments: The mishna is not in accordance with the custom of the Babylonians, as Rabbi Zeira said: Babylonians are foolish, as they eat bread with bread. They eat thick porridge with their bread, which is essentially eating one kind of bread with another. According to their custom, one who vows that cooked foods are forbidden to him is prohibited from eating even a thick cooked food.

¹³ In that context, Rav Ḥisda said that those fastidious residents of Huzal, Babylonia were asked: How is it best to eat this porridge? Should wheat porridge be eaten with wheat bread and barley porridge with barley bread, or perhaps wheat porridge should be eaten with barley bread and barley porridge with wheat bread?

¹⁴ The Gemara relates: Rava would eat his bread with ḥasisei, a porridge made of toasted barley grains. Rabba, son of Rav Huna, found Rav Huna eating porridge with his fingers. He said to him: Why is the Master eating with his hands? Rav Huna said to him: This is what Rav said: Porridge eaten with a finger is tasty, and all the more so if it is eaten with two fingers, and all the more so with three. It is more enjoyable to eat porridge with your hands.

¹⁵ Rav said to his son Ḥiyya, and Rav Huna similarly said to his son Rabba: If you are invited to eat porridge, for such a meal you should travel up to the distance of a parasang [parsa]. If you are invited to eat ox meat, you should travel up to three parasangs. Rav said to his son Ḥiyya, and Rav Huna similarly said to his son Rabba: You should not spit out anything before your teacher, as this is disrespectful, apart from gourd and porridge, as they are like a burning lead wick in the intestines when they cannot be digested, and therefore spit them out even before King Shapur, due to the danger involved.

¹⁶ The Gemara relates more incidents: Rabbi Yosei and Rabbi Yehuda dined together. One of them ate porridge with his fingers, and the other one ate with a fork [hutza]. The one who was eating with a fork said to the one who was eating with his fingers: For how long will you keep feeding me your filth? Must I keep eating off of your dirty fingernails? The one who was eating with his fingers said to the one who was eating with a fork: For how long will you keep feeding me your spittle, as you eat with a fork which you then put back in the common bowl.

¹⁷ Belospayin, a type of figs, were brought before Rabbi Yehuda and Rabbi Shimon. Rabbi Yehuda ate them, but Rabbi Shimon did not eat them. Rabbi Yehuda said to him: What is the reason that the Master is not eating? Rabbi Shimon said to him: These do not leave the intestines at all. They remain undigested. Rabbi Yehuda said to him: If so, all the more that one can rely on them to feel full tomorrow.

¹⁸ Rabbi Yehuda was sitting before Rabbi Tarfon. Rabbi Tarfon said to him: Your face today is ruddy, i.e., a rosy, healthy color. Rabbi Yehuda said to him: Last night your servants, i.e., we students, went out to the field, and beets were brought to us, and we ate them without salt. This is the reason for our healthy complexion. And had we eaten them with salt, all the more so would our faces have been ruddy.

¹⁹ The Gemara cites related incidents: A certain gentile lady [matronita] said to Rabbi Yehuda, whose face was ruddy: How can one teach the Jews and be a drunk at the same time? He said to her: I place my integrity in the hands of this woman and should no longer be deemed credible if I ever taste any wine except for that of kiddush, havdala, and the four cups of Passover. And after I drink those four cups I tie my temples from Passover to Shavuot, as wine gives me a headache. Rather, my complexion is explained by the verse “A man’s wisdom makes his face to shine” (Ecclesiastes 8:1).

²⁰ A certain heretic said to Rabbi Yehuda: Your face is similar either to usurers or to pig breeders. These people would earn a good living without expending much energy, which gave them plump, healthy complexions. Rabbi Yehuda said to him: Both of these occupations are prohibited to Jews. Rather, my face is ruddy because I have twenty-four bathrooms on the way from my home to the study hall, and all the time I enter each and every one of them. He did not suffer from constipation, which had a beneficial effect on his complexion.

²¹ § The Gemara relates: When Rabbi Yehuda would go to the study hall he would carry a pitcher [gulefa] on his shoulder to sit on, saying: Labor is great, as it brings honor to the laborer who

performs it. It brought him honor by enabling him to avoid sitting on the floor of the study hall. Similarly, Rabbi Shimon would carry a basket on his shoulder, saying: Labor is great, as it brings honor to the laborer who performs it.

²² The Gemara further relates: Rabbi Yehuda's wife went out to the market, collected wool, and made a thick [hutevei] cloak. When she would go out to the market she would cover herself with it, and when Rabbi Yehuda would go out to pray he would cover himself with the cloak and pray. And when he would cover himself with it he would recite the blessing: Blessed is He who wrapped me in a coat, as he took much pleasure in it.

²³ On one occasion Rabban Shimon ben Gamliel, the Nasi, decreed a fast. Rabbi Yehuda did not come to the house of the fast, where everyone gathered. The people said to Rabban Shimon ben Gamliel: Rabbi Yehuda does not have a dignified garment to cover himself with, and therefore he shies away from public events. Rabban Shimon ben Gamliel sent him a cloak of his own, but Rabbi Yehuda did not accept this gift.

²⁴ He lifted the mat [tzifeta] upon which he was sitting and said to the messenger: See what there is here. The place was miraculously filled with gold dinars. This demonstrated that Rabbi Yehuda could have had plenty of money if he had so desired. He explained: However, it is not amenable to me to derive benefit in this world.

²⁵ § In connection to the above incident concerning the poverty of scholars and their potential to become wealthy through remarkable circumstances, the Gemara relates an incident: Rabbi Akiva became betrothed to the daughter of bar Kalba Savua. When bar Kalba Savua heard about their betrothal, he took a vow prohibiting her from eating all of his property. Despite this, she went ahead and married Rabbi Akiva.

²⁶ In the winter they would sleep in a storehouse of straw, and Rabbi Akiva would gather strands of straw from her hair. He said to her: If I had the means I would place on your head a Jerusalem of Gold, a type of crown. Elijah the prophet came and appeared to them as a regular person and started calling and knocking on the door. He said to them: Give me a bit of straw, as my wife gave birth and I do not have anything on which to lay her. Rabbi Akiva said to his wife: See this man, who does not even have straw. We should be happy with our lot, as we at least have straw to sleep on.

²⁷ She said to him: Go and be a student of Torah. He went and studied Torah for twelve years before Rabbi Eliezer and Rabbi Yehoshua. At the completion of the twelve years, he was coming home when he heard from behind his house that one wicked person was saying to his wife: Your father behaved well toward you. He was right to disinherit you. One reason is that your husband is not similar to you, i.e., he is not suitable for you. And furthermore, he has left you in widowhood in his lifetime all these years. She said to him: If he listens to me, he should be there for another twelve years. Rabbi Akiva said: Since she has given me permission through this statement, I will go back and study more. He turned back and went to the study hall, and he was there for another twelve years.

²⁸ Eventually he came back accompanied by 24,000 pairs of students. Everyone went out to greet him, as he was by then a renowned teacher, and she too arose to go out to greet him. That wicked person said to her: And to where are you going? As she was excessively poor, she was not dressed in a grand manner, as fit for the wife of one so esteemed. She said to him: "A righteous man regards the life of his beast" (Proverbs 12:10); he knows that I am in this state as a result of my dedication to

him. She came to present herself before Rabbi Akiva, but the Sages tried to fend her off, as they were unaware of her identity. He said to them: Leave her. Both my Torah knowledge and yours are hers. When bar Kalba Savua heard that the famous man was his son-in-law, he came before halakhic authorities and requested the dissolution of his vow, and it was dissolved.

²⁹ The Gemara adds: Rabbi Akiva became wealthy from six things. First, from the money he received from Kalba Savua after his vow was dissolved. Second, he gained money from the ram of a ship [eila disfineta], as craftsmen would fashion a sculpture of a type of sheep for every ship, which would be placed on its bow, and which would be used to conceal money. On one occasion, the sailors forgot this ram on the seashore, and Rabbi Akiva came and found it with the money stored inside.

³⁰ And third, he became wealthy from a log [gavza] of wood, as on one occasion he gave four dinars to sailors and said to them: Bring me something worthwhile. And they found only a log of wood on the seashore. They brought it to him and said to him: May our master wait with this until we bring a more worthy item. He found that the log was full of dinars, as on one occasion a ship sunk and all the merchandise, i.e., the money, owned by the people on the ship was placed in that log, and it was found on that occasion by the sailors.

³¹ Rabbi Akiva became wealthy from a convoy of Ishmaelites [Serukita]. And he became wealthy from a certain lady. Rabbi Akiva borrowed money from a lady and said that God would be his guarantor. When it came time to return the loan, the king's daughter became insane and threw a purse of jewelry into the sea, which was found by that lady. She told Rabbi Akiva that his guarantor had paid his debt and she allowed him to keep the loan.

³² And Rabbi Akiva also grew wealthy from the wife of Turnus Rufus, who converted and gave him her money, and from Ketia bar Shalom, a Roman minister who bequeathed his fortune to him.

³³ § The Gemara relates a similar incident: Rav Gamda gave four dinars to sailors to bring him something from overseas in exchange for them. However, they did not find anything of worth, so they bought him a monkey with the coins and brought it to him. The monkey escaped and entered a hole. When they dug after it to retrieve it, they found it crouching over pearls, and they brought all of the pearls to Rav Gamda.

³⁴ The daughter of the emperor said to Rabbi Yehoshua ben Ḥanania: You are the epitome of magnificent Torah, but it is stored in an ugly vessel, as Rabbi Yehoshua ben Ḥanania was an unattractive man. He said to her: You may learn the answer to your statement from your father's house. In what container do you place wine? She said to him: In earthenware vessels. He said to her: Is it conceivable that everyone stores their wine in earthenware vessels, and you also store it in earthenware vessels? Is there no distinction between the emperor and ordinary people? You should place your wine in vessels of silver and gold.

³⁵ She went and placed the wine in vessels of silver and gold, and it spoiled. Rabbi Yehoshua said to her: The same is also true of the Torah. It spoils if it is contained in a handsome person. She asked him: But are there not people who are both good looking and learned in Torah? He said to her: If they were ugly they would be even more learned.

³⁶ A certain woman came before Rav Yehuda of the city of Neharde'a for judgment, and she was found guilty in the judgment of her case. She said to him: Would Shmuel your teacher have judged me in this manner? He said to her: Did you know him? She said to him: Yes. He was short and

potbellied. He was dark and his teeth were large. He said to her: Did you come here to disparage him by describing him in this manner? Let that woman be in a state of excommunication. After he excommunicated her, her belly split open and she died, as a punishment for having disparaged a Torah scholar.

³⁷ § The mishna teaches that if one said: Cooked food is konam for me, and for that reason I will not taste it, he is prohibited from tasting a loose cooked food but is permitted to taste a thick one, and he is likewise permitted to eat a turemita egg. The Gemara asks: What is a turemita egg? Shmuel said: A slave who knows how to prepare it is worth a thousand dinars. And this is how one prepares it: He inserts it into hot water a thousand times and in cold water a thousand times, until it shrinks enough so that it can be swallowed whole. And if there is a lesion in one's intestines, part of the lesion adheres to the egg, and when the egg emerges the doctor knows what medicine the patient requires and with what he can be healed. It is therefore an important dish for medicinal purposes.

³⁸ The Gemara relates: Shmuel would examine himself with a stalk that he would swallow for this purpose. This would weaken his body and cause him to look faint to such an extent that the members of his household would tear their hairs out for him in grief, as they would think he was dying.

³⁹ Besides vows, there are other areas of halakha where there is a distinction between different varieties of the same food. We learned in a mishna there (Ma'asrot 2:8): A hired worker who was working with keloppasin, a type of fig, may not partake of benot sheva, a different species of fig, during his work. A worker may partake only of the fruit that he is handling at the time (see Deuteronomy 23:25–26). Similarly, if he was working with benot sheva he may not partake of keloppasin. The Gemara asks: What are keloppasin? The Gemara answers: A type of fig from which compote [lifdei] is made.

⁴⁰ The Gemara relates: There was a certain man who gave a slave to his friend so that the friend would teach him how to prepare a thousand varieties of compote from figs. However, he taught him only eight hundred. He therefore brought his friend for judgment before Rabbi Yehuda HaNasi. Rabbi Yehuda HaNasi said: Our forefathers said: We have forgotten prosperity (see Lamentations 3:17). They forgot the opulence they enjoyed in better times, but they at least experienced it. By contrast, we have not even seen it with our eyes. Rabbi Yehuda HaNasi had not imagined that so many types of compote could be prepared from figs.

⁴¹ § The Gemara relates: Rabbi Yehuda HaNasi made a wedding for Rabbi Shimon, son of Rabbi Yehuda HaNasi. Someone wrote on the canopy: 24,000 myriad dinars were expended on this canopy, and nevertheless Rabbi Yehuda HaNasi did not invite bar Kappara to the wedding. The insulted bar Kappara said to Rabbi Yehuda HaNasi: If to those who transgress God's will, i.e., you who act improperly, their reward is such, as Rabbi Yehuda HaNasi was very wealthy, all the more so those who perform His will are to be rewarded. Upon hearing his reaction, Rabbi Yehuda HaNasi invited him. Bar Kappara then said: If to those who perform His will their reward is such in this world, all the more so will they be rewarded in the World-to-Come.

⁴² The Gemara relates additional incidents that occurred between the two scholars. On a day when Rabbi Yehuda HaNasi would laugh, calamity would befall the world, as Rabbi Yehuda HaNasi's sufferings would atone for the sins of the Jewish people. He therefore said to bar Kappara: Do not cause me to laugh, and I will give you forty se'a of wheat in return. Bar Kappara said to him: The Master will see

⁴³ that any se'a I wish I will take. He took a large palm basket, smeared it with tar, and overturned it upon his head, and went, and said to Rabbi Yehuda HaNasi: Let the Master measure for me the forty se'a of wheat that I am owed by you. Rabbi Yehuda HaNasi laughed at this and said to him: Did I not warn you not to make me laugh? He said to him: What I am taking from you is simply the wheat that I am owed by you.

⁴⁴ The Gemara relates another story. Bar Kappara said to the daughter of Rabbi Yehuda HaNasi, whose husband's name was ben Elasa: Tomorrow I will drink wine at your father's dancing and your mother's singing [kirekanei]. Ben Elasa was the son-in-law of Rabbi Yehuda HaNasi and was a very wealthy man. Rabbi Yehuda HaNasi invited him to the wedding of Rabbi Shimon, son of Rabbi Yehuda HaNasi.

⁴⁵ Bar Kappara said to Rabbi Yehuda HaNasi at the wedding: What is the meaning of the word to'eva, abomination, used by the Torah to describe homosexual intercourse (see Leviticus 18:22)? Whatever it was that Rabbi Yehuda HaNasi said to bar Kappara in explanation, claiming that this is the meaning of to'eva, bar Kappara refuted it by proving otherwise. Rabbi Yehuda HaNasi said to him: You explain it. Bar Kappara said to him: Let your wife come and pour me a goblet of wine. She came and poured him wine. Bar Kappara then said to Rabbi Yehuda HaNasi: Arise and dance for me, so that I will tell you the meaning of the word: This is what the Merciful One is saying in the Torah in the word to'eva: You are straying after it [to'e ata bah], i.e., after an atypical mate.

⁴⁶ When they came to drink another cup, bar Kappara said to him: What is the meaning of the word tevel, perversion, as in the verse: "Neither shall any woman stand before a beast, to lie down thereto; it is perversion [tevel]" (Leviticus 18:23)? Rabbi Yehuda HaNasi said various explanations to him, as he did the previous time, which were all refuted again by bar Kappara. Bar Kappara then said to him: Perform for me as you did before, so that I will tell you. Rabbi Yehuda HaNasi did so. Bar Kappara then said to him that the phrase: "It is tevel" means: Does it have any spice [tevalin yesh bah]? Is this act of sexual intercourse with an animal different than all other acts of sexual intercourse, which would cause one to engage in such a repulsive action?

⁴⁷ Rabbi Yehuda HaNasi said to bar Kappara: And what is the meaning of the word zimma, lewdness, as in the verse: "They are near kinswomen; it is lewdness [zimma]" (Leviticus 18:17), stated with regard to a man who engages in sexual intercourse with a woman and her daughter? He said to him: Perform for me as you did the previous time. Rabbi Yehuda HaNasi did so, and bar Kappara said to him that zimma means: What is she [zo ma hi]? This man would be confused about how to refer to his wives; his wife is also his other wife's mother or daughter. Ben Elasa could not tolerate Rabbi Yehuda HaNasi's humiliation, so he and his wife arose and left the wedding.

⁴⁸ In what other context is ben Elasa mentioned? He is mentioned in a baraita, as it is taught: Ben Elasa did not dispense his money on his special haircut for naught. Rather, he spent it to show others what the haircut of a High Priest looked like.

⁴⁹ As it is written with regard to the priests: "They shall poll their heads" (Ezekiel 44:20), and it is taught in a baraita: This haircut is like a luleyanit. The Gemara asks: What is a luleyanit? Rav Yehuda said: It is a unique haircut. The Gemara asks: What is this haircut like? Rava said: The edge of this hank of hair is by the roots of that hank of hair. The hair is cut in the form of hanks that do not overlap. And this is the haircut of a High Priest, for which ben Elasa paid a large sum.

⁵⁰ § It is stated in the mishna that one who said: Cooked food is konam for me, and for that reason I will not taste it, is permitted to taste a turemita egg and the remutza gourd. The Gemara asks: What is the remutza gourd? Shmuel said: A type of gourd that grows in Karkuza [kara karkuzai], which does not cook well. Rav Ashi said: A gourd that is insulated in embers [remetz].

⁵¹ Ravina raised an objection to the definition given by Rav Ashi from a baraita: The halakha is that one who plants different types of vegetables in close proximity to each other violates, by rabbinic law, the transgression of diverse kinds (see Kilayim). Concerning which types of gourd are considered to be different types, Rabbi Nehemya says that an Aramean gourd is identical to the Egyptian gourd, and one is permitted to plant them together. However, there is a prohibition of diverse kinds when it is planted with the Greek gourd, and there is a prohibition of diverse kinds when it is planted with the remutza gourd. This indicates that the remutza gourd is a type of gourd rather than a gourd prepared in a certain manner. This is a conclusive refutation of Rav Ashi's opinion.

⁵² MISHNA: In the case of one who vows that food cooked in a dish is forbidden to him, he is prohibited from eating only food that is cooked by boiling it in a dish, i.e., its main preparation is in a dish. However, if one said: That which enters into a dish is konam for me, and for that reason I will not taste it, he is prohibited from tasting anything cooked in a dish, even if the final stage of the food's preparation is not in a dish.

⁵³ GEMARA: It is taught in a baraita: One who vows that that which enters into a dish is forbidden to him is also prohibited from eating that which enters a stewpot, as it has already entered into a dish before it enters into the stewpot. Food would be cooked in a dish and then it would be cooked some more in a stewpot. However, if one vowed that that which enters into the stewpot is forbidden to him, he is permitted to eat from that which enters into a dish, i.e., food that is cooked only in a regular dish. If one vows that that which is cooked in a dish is forbidden to him, he is permitted to eat that which is cooked in a stewpot, as he referred only to foods whose main preparation is in a dish. Similarly, if one vows that that which is cooked in a stewpot is forbidden to him, he is permitted to eat that which is cooked in a dish.

⁵⁴ One who vows that that which enters into an oven is forbidden to him is prohibited only from eating bread, as that is the main food that is baked in an oven. But if one said: Anything made in an oven is forbidden to me, he is prohibited from eating anything made in an oven.

⁵⁵ MISHNA: One who vows that pickled food is forbidden to him is prohibited from eating only pickled vegetables, as that is what people usually mean when referring to pickled food. However, if he says: Pickled food is konam for me, and for that reason I will not taste it, he is prohibited from tasting all pickled foods. Similarly, one who vows that boiled food is forbidden to him is prohibited from eating only boiled meat, as that is the common meaning of the expression boiled food. On the other hand, if he says: Boiled food is konam for me, and for that reason I will not taste it, he is prohibited from eating all boiled foods.

⁵⁶ GEMARA: Rav Aḥa, son of Rav Avya, said to Rav Ashi: If one said: That which is pickled is forbidden to me, what is the halakha? If one said: That which is boiled is forbidden to me, what is the halakha? If one said: That which is roasted is forbidden to me, what is the halakha? If one said: That which is salted is forbidden to me, what is the halakha? What do these expressions indicate? Do they refer to specific foods or to all foods prepared in these ways? The dilemma remains unresolved.

⁵⁷ MISHNA: One who vows that roasted food is forbidden to him is prohibited from eating only roasted meat; this is the statement of Rabbi Yehuda. However, if one says: Roasted food is konam for me, and for that reason I will not taste it, he is prohibited from eating all roasted foods. One who vows that salted food is forbidden to him is prohibited from eating only salted fish, as that is the common meaning of the expression salted food. If, on the other hand, he says: Salted food is konam for me, and for that reason I will not taste it, he is prohibited from eating all salted foods.

⁵⁸ If one says: Fish or fishes are konam for me, and for that reason I will not taste them, he is prohibited from eating all of them, whether large fish or small, whether salted or unsalted, whether raw or cooked. But he is permitted to taste minced sardines and to taste fish brine, as these are not included in the common meaning of the word fish. One who vows that tzaḥana, a concoction of whole and chopped fish, is forbidden to him is prohibited from eating minced sardines as well, but he is permitted to eat fish brine and fish gravy [morays]. One who vows that minced sardines are forbidden to him is prohibited from eating fish brine and from eating fish gravy.

⁵⁹ GEMARA: It is taught in a baraita that Rabbi Shimon ben Elazar says: If one says: Fish [dag] is konam for me, and for that reason I will not taste it, he is prohibited from eating large fish and permitted to eat small fish. If one says: Fish [daga] is konam for me, and for that reason I will not taste it, he is prohibited from eating small fish and permitted to eat large ones, as this term is commonly used with regard to small fish. If one says: Fish [dag] or fish [daga] are konam for me, and for that reason I will not taste them, he is prohibited from eating both large and small fish.

⁶⁰ Rav Pappa said to Abaye: From where is it derived that the phrase: Fish [dag] is konam for me, and for that reason I will not taste it, a reference to a large fish? As it is written: “And the Lord prepared a great fish [dag] to swallow up Jonah” (Jonah 2:1). The Gemara asks: But isn’t it written in the following verse: “Then Jonah prayed to the Lord his God out of the belly of the fish [daga]” (Jonah 2:2)? This indicates that a large fish can be referred to as a daga as well.

⁶¹ The Gemara answers: This is not difficult, as perhaps a large fish spat him out and a small fish then swallowed him. Rather, the baraita is difficult according to the following verse: “And the fish [daga] that were in the river died” (Exodus 7:21). Is it possible that the small fish died but the large ones did not die? The Gemara answers: Rather, the biblical word daga evidently indicates large fish and also indicates small fish. However, with regard to vows one should follow the language of people, and the word daga is used only in reference to small fish.

⁶² The mishna teaches that one who vows that tzaḥana is forbidden to him is prohibited from eating minced sardines as well, but he is permitted to eat fish brine and to eat fish gravy. Ravina said to Rav Ashi: If one said: Tziḥin are hereby forbidden to me, what is the halakha? Is this the same as tzaḥana or not? The dilemma remains unresolved.

⁶³ MISHNA: One who vows that milk is forbidden to him is permitted to partake of whey [kum], the liquid that separates from milk when it is made into cheese. But Rabbi Yosei prohibits him from partaking of whey. If one vows that whey is forbidden to him, he is permitted to partake of milk. Abba Shaul says: One who vows that cheese is forbidden to him is prohibited from eating it whether it is salted or unsalted. One who vows that meat is forbidden to him

⁶⁴ is permitted to eat gravy and sediments of boiled meat [kifa]. But Rabbi Yehuda maintains that he is prohibited from eating them.

⁶⁵ Rabbi Yehuda said: There was an incident where one took such a vow and Rabbi Tarfon prohibited us from even eggs that were cooked with meat. The Rabbis said to him: Indeed so, but when is this the halakha? When he says: This meat is forbidden to me, referring to a specific piece of meat. This is because in the case of one who vows that an item is forbidden to him, and it becomes mixed into another item, if the latter contains an amount of the forbidden food that gives it flavor, i.e., the forbidden food can be tasted in the permitted food, the mixture is forbidden. However, if one vows that meat in general is forbidden to him, without specifying a particular piece, only the meat itself is forbidden, not the gravy, sediments, or eggs cooked with that meat.

⁶⁶ Likewise, one who vows that wine is forbidden to him is permitted to eat a cooked dish that has the flavor of wine. However, if he said: This wine is konam for me, and for that reason I will not taste it, and the wine fell into a cooked dish, if the dish contains an amount of the wine that gives it flavor, it is forbidden.

⁶⁷ GEMARA: The mishna cited a dispute between Rabbi Yosei and the Rabbis, in which Rabbi Yosei ruled that one who vows that milk is forbidden to him is prohibited from eating whey as well. And the Gemara raises a contradiction between this ruling and Rabbi Yosei's opinion in a later mishna (53b): One who vows that lentils are forbidden to him is prohibited from eating ashishim, a dish made from lentils. But Rabbi Yosei permits it. Apparently, Rabbi Yosei holds that if the forbidden food changes in form, it is permitted, contrary to his opinion with regard to whey.

⁶⁸ The Gemara answers: This is not difficult. The opinion of this Sage is in accordance with the custom of his locale, and the opinion of that Sage in accordance with the custom of his locale. In the Rabbis' locale they call milk, milk and whey, whey, whereas in Rabbi Yosei's locale they also call whey, milk whey. In the latter location, the word milk is used in reference to whey, and therefore one who vows there that milk is forbidden to him is prohibited from eating whey as well.

⁶⁹ It is taught in a baraita: One who vows that milk is forbidden to him is permitted to partake of whey. One who vows that whey is forbidden to him is permitted to partake of milk. One who vows that milk is forbidden to him is permitted to eat cheese. One who vows that cheese is forbidden to him is permitted to partake of milk. One who vows that gravy is forbidden to him is permitted to eat sediments of boiled meat. One who vows that sediments of boiled meat are forbidden to him is permitted to eat gravy. If one said: This piece of meat is hereby forbidden to me, he is prohibited from eating it, and from its gravy, and from its sediments.

⁷⁰ One who vows: Wine is forbidden to me, is permitted to eat a cooked dish that has the flavor of wine. However, if he said: This wine is konam for me, and for that reason I will not taste it, and the wine fell into a cooked dish, if the dish contains an amount of the wine that gives it flavor, it is forbidden.

⁷¹ MISHNA: One who vows that grapes are forbidden to him is permitted to partake of wine. One who vows that olives are forbidden to him is permitted to partake of oil. However, if one said: Olives and grapes are konam for me, and for that reason I will not taste these items, he is prohibited from tasting them and the wine and oil that emerge from them.

⁷² GEMARA: With regard to the last ruling in the mishna, that one who vows: Olives and grapes are konam for me, and for that reason I will not taste these items, he is prohibited from tasting them and the wine and oil that emerge from them, Rami bar Ḥama raises a dilemma: Is it specifically because

he said these, i.e., he referred to specific olives or grapes, or is it specifically because he said: For that reason I will not taste, i.e., he referred not to eating but to tasting?

⁷³ The Gemara asks: If it enters your mind that it is specifically because he said these, why do I need the phrase: That I will not taste? The Gemara answers: This teaches us that even if he said: That I will not taste, only if he said the word these is he prohibited from tasting oil or wine, but if he did not say the word these, he is not prohibited from doing so. The dilemma therefore cannot be resolved by inference from the phrasing of the vow in the mishna.

⁷⁴ Rava said: Come and hear a resolution to this dilemma from the mishna below (57a): If one says: This produce is konam upon me, or: It is konam to my mouth, he is prohibited from eating their replacements and anything that grows from them. It may be inferred that liquids that emerge from them are permitted. Evidently, referring to specific produce is not sufficient to render their juice forbidden. Rather, the prohibition in the mishna is apparently due to the phrase: And for that reason I will not taste.

⁷⁵ The Gemara refutes this proof: The same ruling as in the mishna above is true with regard to liquids that emerge from the produce; they too are forbidden. And the reason this ruling isn't mentioned there is that it is preferable for that mishna to teach us that their replacements are forbidden just like what grows from them is forbidden, although they contain no substance of the forbidden item.

⁷⁶ Come and hear a resolution from the continuation of that same mishna: If one says: This produce is konam upon me, and for that reason I will not eat them, or: This produce is konam upon me, and for that reason I will not taste them, he is permitted to eat their replacements and anything that grows from them. It may be inferred that liquids that emerge from them are forbidden. The Gemara rejects this argument: Since that mishna did not cite liquids that emerge from them in the first clause, it did not cite liquids that emerge from them in the latter clause either. Therefore, it cannot be inferred that liquids that come from the produce are forbidden.

⁷⁷ Come and hear a resolution from the previous mishna (52a): Rabbi Yehuda said: There was an incident where Rabbi Tarfon prohibited me from eating even eggs that were cooked with meat. The Rabbis said to him: Indeed so, but when is this the halakha? When the one who took the vow said: This meat is forbidden to me, referring to a specific piece of meat. This is because in the case of one who vows that something is forbidden to him and it gets mixed into another food, and the latter food contains an amount of the forbidden food that gives it flavor, i.e., the prohibited food can be tasted in the permitted food, the mixture is forbidden. Evidently, referring to a specific food causes what emerges from it to be forbidden as well.

⁷⁸ The Gemara reinterprets the dilemma: We do not raise the dilemma with regard to the word these, as using specifically this word is certainly sufficient to render the liquids that come from the produce forbidden. When we raise a dilemma, it is with regard to the phrase: That I will not taste it. Is this phrase mentioned by the mishna specifically to teach that using it in a vow is sufficient to render the juice forbidden, or is it not mentioned specifically for that purpose?

⁷⁹ Come and hear a resolution from the mishna above (51b): If one vows: Fish or fishes are konam for me, and for that reason I will not taste them, he is prohibited with regard to all of them, whether large fish or small, and whether raw or cooked. But he is permitted to taste minced sardines and to

taste fish brine. The phrase: I will not taste, clearly does not render fish brine forbidden, although it contains that which emerged from fish.

⁸⁰ Rava said: But there is no evidence from here, as the fish brine that is permitted by the mishna may be referring to brine that already emerged from them before the vow was taken, and was therefore not included in the fish that were rendered forbidden by the vow. The dilemma therefore remains unresolved.

⁸¹ MISHNA: One who vows that dates are forbidden to him is permitted to eat date honey. One who vows that late grapes are forbidden to him is permitted to eat vinegar of late grapes. Rabbi Yehuda ben Beteira says: In the case of any food that the name of its derivative is called after its name, i.e., the liquid that emerges from it bears its name, e.g., date honey or vinegar of late grapes, and one vows that the item itself, e.g., the grape, is forbidden to him, he is also prohibited from consuming the liquid that emerges from it. But the Rabbis permit this.

⁸² GEMARA: The statement of the Rabbis is identical to the statement of the first tanna of the mishna, who rules that one who vows that dates are forbidden to him is permitted to eat date honey. What is the difference between them?

⁸³ The Gemara answers: There is a difference between them with regard to that which is taught in a baraita: Rabbi Shimon ben Elazar said this principle: With regard to anything that is commonly eaten in its existing form, and it is also common to eat the liquid that emerges from it, for example, dates and date honey, if one vowed that it is forbidden to him, he is also prohibited from consuming the liquid that emerges from it. Similarly, if one vows that the liquid that emerges from it is forbidden to him, he is also prohibited from partaking of it.

⁸⁴ The baraita continues: Conversely, with regard to anything that is not commonly eaten as it is, and it is common to eat the liquid that emerges from it, if one vowed that he will not eat from it, he is prohibited from consuming only the liquid that emerges from it, as this person intended to prohibit himself from eating only from the liquid that emerges from it. The first tanna does not distinguish between dates, which are commonly eaten in their original state, and late grapes, which are not. In both cases, he rules that the produce itself is forbidden and the derivative is permitted. By contrast, the Rabbis agree with Rabbi Shimon ben Elazar's ruling with regard to produce that is not commonly eaten in its original state. They permit the produce itself and prohibit that which has emerged from it. Therefore, in the last case of the mishna, they permit eating the late grapes and prohibit eating their vinegar, whereas in the first case they prohibit both dates and date honey.

⁸⁵ MISHNA: One who vows that wine is forbidden to him is permitted to partake of apple wine, i.e., cider, as the unspecified term wine refers only to grape wine. One who vows that oil is forbidden to him is permitted to partake of sesame oil, as the unspecified term oil refers only to olive oil. One who vows that honey is forbidden to him is permitted to eat date honey, as the unspecified term honey refers only to bee honey.

⁸⁶ One who vows that vinegar is forbidden to him is permitted to partake of vinegar of late grapes, as vinegar is typically made from wine. One who vows that leeks are forbidden to him is permitted to eat kaflutot, a type of leek. One who vows that vegetables are forbidden to him is permitted to eat wild field vegetables, as this type of vegetable has a modifier and is not referred to by the unspecified term vegetable.

⁸⁷ GEMARA: It is taught in a baraita: With regard to one who vows that oil is forbidden to him, if he is in Eretz Yisrael he is permitted to eat sesame oil and is prohibited from eating olive oil, as in Eretz Yisrael the unspecified term oil refers to olive oil. And if he took the vow in Babylonia, sesame oil is forbidden to him, as oil in Babylonia was generally made from sesame seeds, and it is permitted for him to eat olive oil, which was rarely used there. If he takes the vow in a locale where people use both this type of oil and that type, he is prohibited from eating both this type and that.

⁸⁸ The Gemara asks with regard to the last statement: Isn't it obvious that he is prohibited from eating both types of oil? The statement seems superfluous. The Gemara answers: No, it is not superfluous. It is necessary only to teach that this is the halakha even where most people use only one type of oil. Lest you say: I should follow the majority and permit the other kind of oil, the baraita teaches us that an uncertain Torah prohibition is treated stringently. Therefore, the other type is forbidden as well, as it is possibly included in the meaning of the vow, although it is used only by a minority of the residents.

⁸⁹ The baraita continues: With regard to one who vows that vegetables are forbidden to him, if he takes the vow during the first six years of the seven-year Sabbatical cycle, he is prohibited from eating garden vegetables and permitted to eat field vegetables. But if he takes the vow during the Sabbatical Year, he is prohibited from eating field vegetables, which are commonly eaten in the Sabbatical Year, and he is permitted to eat garden vegetables, which are rarely consumed during that period, as it is prohibited to work the land. Rabbi Abbahu said in the name of Rabbi Ḥanina ben Gamliel:

⁹⁰ They taught that if he takes the vow in the Sabbatical Year he is permitted to eat garden vegetables only if he is in a place where people do not bring vegetables from outside of Eretz Yisrael to Eretz Yisrael. However, in a place where people bring vegetables from outside of Eretz Yisrael, where the halakhot of the Sabbatical Year do not apply, to Eretz Yisrael, he is prohibited from eating garden vegetables as well, as they are widely available, and therefore included in the unspecified word vegetable.

⁹¹ The Gemara comments that this distinction is like a dispute between tanna'im cited in a baraita: One may not bring vegetables from outside of Eretz Yisrael to Eretz Yisrael. Rabbi Ḥanania ben Gamliel says: One may bring vegetables from outside of Eretz Yisrael to Eretz Yisrael. The Gemara asks: What is the reason of the one who said that one may not bring vegetables from outside of Eretz Yisrael? Rabbi Yirmeya said: It is because a clod of earth might be brought with the vegetables to Eretz Yisrael. Earth from outside of Eretz Yisrael is ritually impure, and bringing it to Eretz Yisrael would spread ritual impurity in the land.

⁹² MISHNA: One who vows that cabbage is forbidden to him is prohibited from eating ispargus, as that is a type of cabbage. However, one who vows that ispargus is forbidden to him is permitted to eat cabbage.

⁹³ One who vows that pounded beans are forbidden to him is prohibited from eating pounded bean stew [mikpa]. However, Rabbi Yosei rules that he is permitted to eat it. One who vows that pounded bean stew is forbidden to him is permitted to eat pounded beans according to all opinions. One who vows that stew is forbidden to him is prohibited from eating the garlic of the stew. However, Rabbi Yosei rules that he is permitted to eat the garlic. One who vows that garlic is forbidden to him is permitted to eat stew.

⁹⁴ One who vows that lentils are forbidden to him is prohibited from eating ashishim, a dish made from lentils. However, Rabbi Yosei permits it. It is agreed by all opinions that one who vows that ashishim is forbidden to him is permitted to eat lentils.

⁹⁵ If one says: Ḥitta, wheat in singular form, or ḥittim, wheat in plural form, are konam for me, and for that reason I will not taste them, he is prohibited from eating wheat, whether as flour or bread. If one says: Pounded bean or pounded beans are konam for me, and for that reason I will not taste them, he is prohibited from eating them, whether raw or cooked. Rabbi Yehuda says that if one says: Pounded bean or ḥitta is konam for me, and for that reason I will not taste them, he is permitted to chew them raw, as that is not the normal way to eat them, and therefore was not included in the intention of the vow.

⁹⁶ GEMARA: It is taught in a baraita that Rabbi Shimon ben Gamliel says that if one vows: Ḥitta is konam for me, and for that reason I will not taste it, he is prohibited from eating baked wheat, i.e., baked wheat bread, but he is permitted to chew wheat grains. If one says: Ḥittim are konam for me, and for that reason I will not taste them, he is prohibited from chewing wheat grains but is permitted to bake them, as this term is referring to grains of wheat. If one says: Ḥitta or ḥittin are konam for me, and for that reason I will not taste them, he is prohibited both from chewing wheat grains and from baking wheat bread.

⁹⁷ Similarly, if one says: Pounded bean is konam for me, and for that reason I will not taste it, he is prohibited from cooking pounded bean, i.e., from eating a dish of cooked pounded beans, as that is what the word pounded bean commonly means, but he is permitted to chew raw pounded beans. If one says: Pounded beans are konam for me, and for that reason I will not taste them, he is prohibited from chewing pounded beans but is permitted to cook them. If one says: Pounded bean or pounded beans are konam for me, and for that reason I will not taste them, he is prohibited from both cooking and chewing pounded beans.

Chapter 7

¹ MISHNA: For one who vows that vegetables are forbidden to him, it is permitted for him to eat gourds, as people typically do not include gourds in the category of vegetables; and Rabbi Akiva prohibits him from eating gourds. The Rabbis said to Rabbi Akiva: But doesn't a person say to his agent: Purchase vegetables for me, and the agent, after failing to find vegetables, returns with gourds and says: I found only gourds? This indicates that gourds are not considered vegetables.

² Rabbi Akiva said to them: The matter is so, and that proves my opinion; or perhaps, does the agent return and say: I found only legumes? Rather, it is apparent that gourds are included in the category of vegetables, although they differ from other vegetables, and therefore, the agent purchases gourds and explains that he found only gourds. And legumes are not included in the category of vegetables, and that is why the agent dispatched to purchase vegetables would not purchase legumes at all. And for one who vows that vegetables are forbidden to him, it is prohibited to eat the fresh cowpea, which is considered a vegetable, and it is permitted to eat dry cowpea, which is not a vegetable.

³ GEMARA: We learned in the mishna: For one who vows that vegetables are forbidden to him, it is permitted to eat gourds, and Rabbi Akiva prohibits him from eating gourds. The Gemara questions

Rabbi Akiva's ruling: But how can his vow include gourds, which are fruits and not vegetables; didn't he vow to refrain from eating vegetables? Ulla said: The mishna is referring to one who said: Vegetables cooked in a pot are forbidden to me. Gourds are included in the category of vegetables cooked in a pot. The Gemara asks: And if that is what he said, perhaps he is saying: A vegetable that is eaten in a pot, i.e., a vegetable that is added to flavor the food cooked in the pot, is forbidden to me? The Gemara answers: The mishna is referring to one who said: A vegetable that is cooked in a pot is forbidden to me, a statement that can include gourds.

⁴ The Gemara asks: With regard to what principle do Rabbi Akiva and the Rabbis disagree? The Gemara explains that the Rabbis maintain: Any item with regard to which an agent must consult the person who dispatched him before purchasing it, is not considered the same type. Since the agent must ask whether he can purchase gourds, apparently they are not a vegetable. And Rabbi Akiva maintains: Any item with regard to which an agent must consult is considered the same type. With regard to food of a different type, he does not consult. Abaye said: Rabbi Akiva concedes with regard to lashes that the one who vowed is not flogged if he ate gourds, as the issue of whether or not he violated his vow is not entirely clear.

⁵ We learned in a mishna there (Me'ila 20a): With regard to an agent who performed his mission properly, if he was tasked to use a particular item, and the one who dispatched him forgot that it was a consecrated item, the employer, who dispatched him, misused the consecrated item and is liable, as the agent acted on his behalf. However, if the agent did not perform his mission properly, and the agent misused the consecrated item, he is liable, as once the agent deviates from his mission, he ceases to be an agent and his actions are attributable to him.

⁶ The Gemara asks: Who is the tanna who taught this halakha in the mishna? Rav H̥isda said: The mishna is not in accordance with the opinion of Rabbi Akiva as we learned in the mishna: How so? If the employer said to the agent: Give meat to the guests, and he gave them liver; or if he said: Give them liver, and he gave them meat, the agent has misused the consecrated item, as he deviated from his mission. And if this were in accordance with the opinion of Rabbi Akiva, didn't Rabbi Akiva say: Any matter with regard to which an agent must consult is considered the same type? Since based on that criterion, liver is certainly considered meat, let the employer be liable for misuse of consecrated property and let the agent not be liable for misuse of consecrated property, as he fulfilled his mission.

⁷ Abaye said: Even if you say that the mishna is in accordance with the opinion of Rabbi Akiva,

⁸ doesn't Rabbi Akiva concede that the agent must consult his employer? Because he failed to do so and acted on his own, he is not considered to have performed his mission. This halakha was stated before Rava. He said to those who stated the halakha before him: Naḥmani, i.e., Abaye, spoke well.

⁹ § The Gemara asks: Who is the tanna who disagrees with the opinion of Rabbi Akiva in the mishna here? The Gemara answers: It is Rabban Shimon ben Gamliel, as it is taught in a dispute in the baraita: For one who vows that meat is forbidden to him, it is prohibited to eat all types of meat, and it is prohibited for him to eat meat of the head, and of the feet, and of the windpipe, and of the liver, and of the heart, although people do not typically eat meat from those parts of the body. And it is prohibited for him to eat meat of birds, as it too is popularly called meat. However, it is permitted for him to eat of the meat of fish and grasshoppers, as their flesh is not called meat.

¹⁰ Rabban Shimon ben Gamliel says: One who vows that meat is forbidden to him, is forbidden in all types of meat, and is permitted to eat meat of the head, and of the feet, and of the windpipe, and of

the liver, and of the heart and of birds, and needless to say he may also partake of fish and grasshoppers. And Rabban Shimon ben Gamliel would likewise say: Innards are not considered meat, and one who eats them is not a person, meaning that the innards are not fit for human consumption. The Gemara elaborates: With regard to one who eats them, in terms of the halakhot related to their consumption, e.g., vows, they are considered as meat. However, with regard to purchase, one who purchases them is not a person. In any case, apparently, Rabban Shimon ben Gamliel disagrees with Rabbi Akiva, as he maintains that although if an agent fails to find meat he is required to consult his employer before replacing it with liver, it is not considered meat with regard to vows.

¹¹ The Gemara asks: What is different about the meat of a bird according to the first tanna, that he prohibits it since it is considered meat, due to the fact that when the agent fails to find meat, he tends to consult his employer about it? The same should be true of the meat of fish too. If the agent does not find meat, he tends to consult his employer about it, as he says: If I do not find meat, should I bring fish? And therefore, let fish also be forbidden according to the first tanna.

¹² Abaye said: This is referring to a case where he let his blood when he vowed, as a person in that condition does not eat fish. It was common knowledge then that eating fish after bloodletting is harmful. The Gemara asks: If so, he would not eat birds either, as Shmuel said: With regard to one who lets blood and eats the meat of a bird, his heart rate accelerates and flies like a bird. Clearly, bird meat too is deleterious for his health. And it is taught in a baraita: One neither lets blood before eating fish, nor before eating birds, nor before eating salted meat. And it is taught in another baraita: If one let blood, he may eat neither milk, nor cheese, nor eggs, nor cress, nor birds, nor salted meat. The Gemara answers: Meat of birds is different, as it is possible to eat it safely after bloodletting by means of thoroughly boiling it.

¹³ Abaye said: This is referring to a case where his eyes hurt him, as fish are harmful for eyes. Therefore, meat of birds is permitted, but not fish. The Gemara asks: If so, and he is suffering from eye pain, he should eat fish, as Shmuel said an acronym: Nun, samekh, ayin, which stands for: Nuna samma la'eynayim, which means: Fish is a medicine for eyes. The Gemara answers: That statement of Shmuel is referring to the latter stages of the eye infection.

¹⁴ MISHNA: For one who vows that grain [dagan] is forbidden to him, it is prohibited to eat the dry cowpea, because, like grain, its final stage of production involves being placed in a pile; this is the statement of Rabbi Meir. And the Rabbis say: It is prohibited for him to partake of only the five species of grain: Wheat, barley, oats, spelt, and rye, as that is the connotation of the term dagan in the Torah. Rabbi Meir says: For one who vows that grain is forbidden to him, and therefore he will refrain from eating grain [tevua], it is prohibited for him to eat from only the five species of grain. However, for one who vows that grain is forbidden to him, and therefore he will refrain from eating grain [dagan], it is prohibited to eat all produce whose final stage of production involves being placed in a pile, e.g., dry cowpea, and it is permitted for him to eat fruits of the tree and vegetables.

¹⁵ GEMARA: The Gemara asks: Is this to say that according to Rabbi Meir, the term dagan means any produce that is harvested at one time and placed in a pile [midgan]? Rav Yosef raised an objection: After King Hezekiah called upon the people to give teruma and tithes properly, the verse states: "And as soon as the matter was publicized, the children of Israel gave in abundance the first fruits of dagan, wine, and oil, and honey, and of all the tevua of the field; and the tithe of all that they

brought in abundance” (II Chronicles 31:5). And if you say that dagan means any produce that is placed in a pile, what is the meaning of the words “As soon as the matter was publicized, the children of Israel gave in abundance the first fruits of dagan...and of all the tevua of the field”? There is no need to list both dagan and all tevua of the field. Abaye said: Tevua comes to include fruits of the tree and vegetables, which they tithed although they are not included in dagan, as they are not harvested at one time and placed in a pile.

¹⁶ § We learned in the mishna that Rabbi Meir says: For one who vows that grain [tevua] is forbidden to him, it is prohibited for him to eat from only the five species of grain. Rabbi Yoḥanan said: Everyone concedes with regard to one who vows that tevua is forbidden to him that it is prohibited for him to eat from only the five species of grain. The Rabbis do not disagree with Rabbi Meir in that regard. That is also taught in a baraita: And they agree with regard to one who vows that tevua is forbidden to him that it is prohibited for him to eat from only the five species of grain. The Gemara asks: Isn’t that obvious, as it is only those species that are called tevua. The Gemara answers: It is necessary; lest you say that tevua means all items that grow from the ground, therefore, the tanna teaches us that this expression does not mean all items that grow from the ground.

¹⁷ Rav Yosef raised an objection: With regard to the verse “And as soon as the matter was publicized, the children of Israel gave in abundance...and of all the tevua of the field,” the phrase “and of all the tevua of the field” comes to include all crops that grow in the field. Rava said: Tevua is discrete and refers to only the five species of grain, and tevua of the field is discrete and refers to all crops that grow in the field.

¹⁸ § The Gemara relates: The son of Master Shmuel commanded his workers that they give thirteen thousand dinars to Rava from the crop [alalta] produced in his fields on the banks of the Panya River. Rava sent this question before Rav Yosef: What is called alalta; what crops are included in the category of alalta? Rav Yosef said: It is as it is taught in the baraita cited above: And they agree with regard to one who vows that tevua is forbidden to him that it is prohibited for him to eat from only the five species of grain; just as tevua includes only the five species, so too alalta includes only the five species. Abaye said to him: Are the two cases comparable? Although tevua means grain and includes only the five species, alalta means crop and includes all items that grow.

¹⁹ The messengers returned with the answer to his question and came before Rava. He said: That was not a dilemma for me, i.e., the fact that alalta means all items that grow. This is the matter that is a dilemma for me: What is the legal status of profits from the rent of houses and the rent of boats? Do we say: Since they depreciate, their legal status is not comparable to that of a crop? Only items that are consistently profitable are similar to crops. Houses and boats deteriorate with use, and their depreciation diminishes the profits. Or perhaps, since their depreciation is not conspicuous, their legal status is comparable to that of a crop. The Rabbis stated Rava’s reaction before Rav Yosef. Rav Yosef said: And since he does not need us, and he believes that he knows the answer himself, why did he send us the question? Rav Yosef became angry with Rava.

²⁰ Rava heard that Rav Yosef was angry and came before him on Yom Kippur eve to appease him. He found the attendant of Rav Yosef, who was diluting a cup of wine with water before him. Rava said to the attendant: Give me the cup so that I will dilute the wine for him. The attendant gave it to him and Rava diluted the cup of wine. While Rav Yosef, who was blind, was drinking the wine, he

said: This dilution is similar to the dilution of Rava, son of Rav Yosef bar Ḥama, who would dilute wine with more than the standard amount of water. Rava said to him: Correct, it is he.

²¹ Rav Yosef said to Rava: Do not sit on your feet until you tell me the explanation of this matter: What is the meaning of that which is written: “And from the wilderness Mattana and from Mattana Nahaliel, and from Nahaliel Bamot” (Numbers 21:18–19)?

²² Rava said to him that it means: Once a person renders himself like a wilderness, deserted before all, the Torah is given to him as a gift [mattana], as it is stated: “And from the wilderness Mattana.” And once it is given to him as a gift, God bequeaths [naḥalo] it to him, as it is stated: “And from Mattana Nahaliel.” And once God bequeaths it to him, he rises to greatness, as it is stated: And from Nahaliel, Bamot, which are elevated places. And if he elevates himself and is arrogant about his Torah, the Holy One, Blessed be He, degrades him, as it is stated: “And from Bamot the valley” (Numbers 21:20). And not only is he degraded, but one lowers him into the ground, as it is stated: “And looking over [nishkafa] the face of the wasteland” (Numbers 21:20), like a threshold [iskopa] that is sunken into the ground. And if he reverses his arrogance and becomes humble, the Holy One, Blessed be He, elevates him,

²³ as it is stated: “Every valley shall be lifted” (Isaiah 40:4). When Rav Yosef heard that interpretation, he understood that Rava was aware of the error of his ways in acting arrogantly toward his teacher, and was pacified by Rava’s display of humility.

²⁴ § It is taught in a baraita: For one who vows that grain [dagan] is forbidden to him, it is prohibited to partake of the dry cowpea, and it is permitted for him to partake of fresh cowpea. And it is permitted for him to partake of rice, as well as of wheat kernels split into two parts [ḥilka], of wheat kernels crushed into three parts [targeis], and wheat kernels crushed into four parts [tisnei]. For one who vows that produce of the year is forbidden to him, it is prohibited to partake of all produce of the year that grew from the ground or on trees, and it is permitted for him to partake of goats, and of lambs, and of milk, and of eggs, and of chicks born that year, as they are not included in the category of produce. And if he said: Growths of the year are forbidden to me, it is prohibited for him to eat all of them.

²⁵ For one who vows that produce of the land is forbidden to him, it is prohibited for him to partake of all produce that grows from the land, and it is permitted for him to partake of truffles and mushrooms that are not in the category of produce of the land. But if he said: The growths of the ground are forbidden to me, it is prohibited for him to eat all of them.

²⁶ And the Gemara raises a contradiction from a mishna (Berakhot 40b): And over a food item whose growth is not from the ground, one recites: By Whose word all things came to be. And it is taught in a baraita: Over salt and over brine [zomit], and over truffles and mushrooms, one recites: By Whose word all things came to be. Apparently, truffles and mushrooms are not in the category of growths of the ground. Abaye said: They grow from the earth, but with regard to sustenance, they draw sustenance from the air and not from the earth. The Gemara asks: Why is that distinction significant? Isn’t it taught: Over a food item whose growth is not from the ground one recites the blessing: By whose word all things came to be? Even according to Abaye, mushrooms grow from the ground. The Gemara answers: Emend the mishna to read: Over a food item that does not draw sustenance from the ground, one recites: By Whose word all things came to be.

²⁷ MISHNA: For one who vows that a garment is forbidden to him, it is permitted to wear sackcloth, and to wear a sheet, and to wear a coarse curtain [ḥamila], as these are not in the category of garments. For one who said: Wool is konam for me and I will therefore not place it upon myself, it is permitted for him to cover himself with wool fleece, which is not considered a garment, and it is prohibited for him to wear only a woolen fabric. For one who said: Flax is konam for me and I will therefore not place it upon myself, it is permitted for him to cover himself with uncombed flax in bundles, and it is prohibited for him to wear only a flaxen fabric.

²⁸ Rabbi Yehuda says: Everything is determined according to the one who vows. If one was bearing a burden of wool and linen, and was sweating, and its smell was unpleasant for him, and in reaction, he said: Wool and linen are konam for me and I will therefore not place them upon myself, it is permitted for him to cover himself with wool and linen garments, but it is prohibited for him to sling them over his shoulder behind him as a burden. The circumstances of his vow make it clear that he intends to forswear carrying wool and linen as a burden rather than the wearing of them as a garment.

²⁹ GEMARA: It is taught in a baraita: For one who vows that a garment is forbidden to him, it is permitted to wear sackcloth, and to wear a sheet and to wear a coarse curtain, and it is prohibited for him to wear a money belt [punda], or to wear a sash [pesakiyya], or to wear a sekurtiyya, or to wear a leather spread [katavliyya], or to wear a leather sock [anpilya] or to wear a leather apron [pelinya], and trousers, and a hat. The Gemara asks: What is the meaning of iskurtei, mentioned in the baraita as sekurtiyya? Rabba bar Ḥana said: It means a tanner's apron.

³⁰ It is taught in a baraita: One may go out into the public domain on Shabbat covered in thick sackcloth or in a coarse woolen blanket [sagos], or in a sheet or in a coarse curtain as protection from the rain. They are considered garments, not burdens. However, he may neither go out covered in a box, nor in a basket, nor in a mat as protection from the rain, as they are considered burdens, not garments. Shepherds may go out on Shabbat covered in sackcloth, as they typically go out in sackcloth garments. And the Sages did not say this only with regard to shepherds; rather, they said that all people may go out wearing sackcloth; however, the Sages spoke in the present, addressing situations that were prevalent.

³¹ § We learned in the mishna that Rabbi Yehuda says: Everything is determined according to the one who vows. It is taught in a baraita: How, i.e., in what circumstances, did Rabbi Yehuda say: Everything is according to the one who vows? If one was wearing a woolen garment and it caused him discomfort, and in reaction he said: Wool is konam for me, and I will therefore not place it upon myself, it is prohibited for him to wear woolen garments, but it is permitted to place a burden of woolen garments upon him. If one was burdened with flax and was sweating, and said: Flax is konam for me, and I will therefore not place it upon myself, it is permitted for him to wear flaxen garments and it is prohibited for him to place a burden of flaxen garments upon him.

³² MISHNA: For one who vows that a house is forbidden to him, entry is permitted for him in the upper story of the house; this is the statement of Rabbi Meir. And the Rabbis say: An upper story is included in the house, and therefore, entry is prohibited there as well. However, for one who vows that an upper story is forbidden to him, entry is permitted in the house, as the ground floor is not included in the upper story.

³³ GEMARA: The Gemara asks: Who is the tanna who taught with regard to the halakhot of leprosy that in the verse “it appears to me as it were a plague in the house” (Leviticus 14:35), the term “in the

house” comes to include the gallery, a half story above the ground floor, and “in the house” comes to include the upper story? Rav Ḥisda said: The tanna is Rabbi Meir, as, if the tanna were the Rabbis, didn’t the Rabbis say that a second story is included in the house? Why then do I need the verse containing the phrase “in the house” to include the second story?

³⁴ Abaye said: Even if you would say that the tanna is the Rabbis, they too require a verse to include the second story in this case, as it might enter your mind to say that since it is written: “In a house of the land of your possession” (Leviticus 14:34), only that which is attached to the ground has the status of a house but with regard to a second story, that is not attached to the ground. Even according to the Rabbis, the verse is necessary to prevent the conclusion that the legal status of a second story is not that of a house with regard to leprosy.

³⁵ The Gemara asks: In accordance with whose opinion is that which Rav Huna bar Ḥiyya said in the name of Ulla? If the seller says to the buyer: A house in my house I am selling to you, he may show the buyer that he purchased the second story [aliyya]. The Gemara infers: The reason is that the seller said to him: A house in my house I am selling to you. However, if he sold him a house, unspecified, he may not show him a second story. Let us say that this is the opinion of Rabbi Meir, who states that the second story is not included in the house. The Gemara rejects this claim: Even if you would say that it is in accordance with the opinion of the Rabbis, what is the meaning of the term aliyya in this context? It does not mean second story; it means the most outstanding of the houses. Rav Huna bar Ḥiyya said in the name of Ulla that when one says a house in my house, he must show him the most outstanding part of his house. However, if he sold him a house without specification, he may show him a second story.

³⁶ MISHNA: For one who vows that a bed is forbidden to him, it is permitted to lie in a dargash, which is not commonly called a bed; this is the statement of Rabbi Meir. And the Rabbis say: A dargash is included in the category of a bed. Everyone agrees that for one who vows that a dargash is forbidden to him, it is permitted to lie in a bed.

³⁷ GEMARA: The Gemara asks: What is a dargash? Ulla said: It is a bed of good fortune, placed in the house as a fortuitous omen, and not designated for sleeping. The Rabbis said to Ulla: That which we learned in a mishna: When the people serve the king the meal of comfort after he buries a relative, all the people recline on the ground and the king reclines on a dargash during the meal. According to your explanation, during the entire year he does not sit on the bed; on that day of the funeral he sits on it? Ravina objects to the question of the Rabbis: This anomaly is just as it is with regard to meat and wine, as throughout the entire year if he wishes he eats them, and if he wishes he does not eat them; on that day of the funeral, we give him meat and wine in the meal of comfort.

³⁸ Rather, this is difficult, as it is taught in a baraita with regard to the custom of overturning the beds in the house of a mourner: With regard to a dargash in his house, the mourner would not overturn it, but he merely stands it on its side. And if you say that a dargash is a bed of fortune, isn’t it taught in a baraita: A mourner who is required to overturn his bed is required to overturn not only his own bed, but to overturn all of the beds that he has inside his house, even those not used for sleeping. Why, then, is he not required to overturn the dargash? The Gemara rejects this contention: This is not difficult;

³⁹ this is just as it is with regard to the case of a bed designated exclusively for vessels, as it is taught in a baraita: If the bed in a mourner’s house was a bed designated for vessels and not for sleeping,

one need not overturn it. The same is true with regard to the bed of fortune. Since it is not for sleeping, one need not overturn it.

⁴⁰ Rather, if defining a dargash as a bed of fortune is difficult, this is difficult, as it is taught in a baraita that Rabban Shimon ben Gamliel says: A mourner need not overturn a dargash; rather, he loosens the loops that connect the straps that support the bedding to the bedframe, and it collapses on its own. And if a dargash is a bed of fortune, does it have loops [karvitin]? When Ravin came from Eretz Yisrael to Babylonia, he said: I asked one of the Sages about the meaning of dargash, and Rav Taḥalisa, from the West, was his name, who frequented the tanners' market. And he said to me: What is a dargash? It is a leather bed.

⁴¹ It was stated: Which is a bed and which is a dargash? Rabbi Yirmeya said: In a bed, one fastens the supporting straps over the bedframe; in a dargash, one fastens the straps through holes in the bedframe itself. The Gemara raises an objection from a mishna in tractate Kelim (16:1): With regard to wooden vessels, from when are they considered finished vessels and susceptible to ritual impurity? A bed and a crib are susceptible from when he smooths them with the skin of a fish. And the objection is: If in a bed the straps are fastened over the bedframe, why do I need smoothing with the skin of a fish? The wood of the bedframe is obscured from view.

⁴² Rather, with regard to both this, a bed, and that, a dargash, one fastens the straps through holes in the bedframes themselves, and the difference between them is: In a bed, the straps are inserted and extracted through holes in the bedframe; in a dargash, the straps are inserted and extracted through loops attached to the bedframe, as Rabban Shimon ben Gamliel said that one loosens the loops and the bedding falls on its own.

⁴³ Rabbi Ya'akov bar Aḥa said that Rabbi Yehuda HaNasi said: With regard to a bed whose two posts [nakliteha] protrude, rendering its overturning impossible, he stands it on its side, and that is sufficient for him. Rabbi Ya'akov bar Idi said that Rabbi Yehoshua ben Levi said: The halakha is in accordance with the opinion of Rabban Shimon ben Gamliel with regard to the overturning of a dargash.

⁴⁴ MISHNA: For one who vows that the city is forbidden to him, it is permitted to enter the Shabbat boundary of that city, the two-thousand-cubit area surrounding the city, and it is prohibited to enter its outskirts, the seventy-cubit area adjacent to the city. However, for one who vows that a house is forbidden to him, it is prohibited to enter only from the doorstep and inward.

⁴⁵ GEMARA: The Gemara asks: From where do we derive that the legal status of the outskirts of a city are like that of the city itself? Rabbi Yoḥanan said that it is as the verse states: "And it came to pass when Joshua was in Jericho, that he lifted up his eyes and looked" (Joshua 5:13). What is the meaning of "in Jericho"? If we say that it means in Jericho proper, isn't it written: "And Jericho was completely shut" (Joshua 6:1)? Rather, learn from here that Joshua was in the outskirts of the city. And although he was in the outskirts, the verse states that he was in Jericho.

⁴⁶ The Gemara asks: Say that the legal status of one located even in the Shabbat boundary of a city is like that of one inside the town itself, and perhaps although Joshua was merely within the Shabbat boundary, the verse characterizes him as being in Jericho. The Gemara rejects this: Isn't it written with regard to the boundary of a city: "And you shall measure outside the city...two thousand cubits" (Numbers 35:5)? This indicates that the boundary of a city is considered outside the town and not part of the city itself.

⁴⁷ § We learned in the mishna: For one who vows that a house is forbidden to him, it is prohibited to enter only from the doorstep and inward. The Gemara infers: However, from the doorstep outward, no, it is permitted to enter. Rav Mari raised an objection based on a verse written with regard to leprosy: “And the priest shall go out from the house to the entrance of the house, and he shall quarantine the house” (Leviticus 14:38). And the question was raised in the halakhic midrash: One might have thought that the priest may go to his house and quarantine the leprous house that he examined from there. Therefore, the verse states: “To the entrance of the house” (Leviticus 14:38). If he may go only to the entrance of the house, one might have thought that he may stand beneath the lintel and quarantine the house from there. Therefore, the verse states: “And the priest shall go out from the house,” indicating that he may not quarantine the house until he goes out from the entire house.

⁴⁸ How so? Ab initio, the priest stands outside, alongside the door jamb, and quarantines the house. And from where is it derived that if he went to his house and quarantined the house, or stood beneath the lintel and quarantined the house, that his quarantine is an effective quarantine after the fact? The verse states: “And he shall quarantine the house” (Leviticus 14:38), which means in any case. Apparently, the legal status of the area beneath the lintel is identical to the status inside the house, even if it is beyond the doorstep. The Gemara answers: It is different with regard to a leprous house, as it is written: “And the priest shall go out from the house,” indicating that he cannot quarantine the house until he goes out from the entire house.

⁴⁹ MISHNA: For one who says: This produce is konam upon me, or it is konam upon my mouth, or it is konam to my mouth, it is prohibited to partake of the produce, or of its replacements, or of anything that grows from it. If he says: This produce is konam for me, and for that reason I will not eat it, or for that reason I will not taste it, it is permitted for him to partake of its replacements or of anything that grows from it. This applies only with regard to an item whose seeds cease after it is sown. However, with regard to an item whose seeds do not cease after it is sown, e.g., bulbs, which flower and enter into a foliage period and repeat the process, it is prohibited for him to partake even of the growths of its growths, as the original, prohibited item remains intact.

⁵⁰ For one who says to his wife: Your handicraft is konam upon me, or it is konam upon my mouth, or it is konam to my mouth, it is prohibited to benefit from her handicraft, and from their replacements and anything that grows from them. However, if he said to his wife: Your handicraft is konam for me only in the sense that I will not eat from your handicraft, or that I will not taste from your handicraft, it is permitted for him to benefit from their replacements and anything that grows from them. This applies only with regard to an item whose seeds cease after it is sown. However, with regard to an item whose seeds do not cease after it is sown, it is prohibited for him to benefit even from the growths of their growths.

⁵¹ If the husband said: From that which you prepare, I will not eat until Passover, or, with that which you prepare, I will not cover myself until Passover, then, if she prepared it before Passover, it is permitted for him to eat or to cover himself with them after Passover. If, however, he said: From that which you prepare until Passover, I will not eat, or from that which you prepare until Passover, I will not cover myself, then, if she prepared it before Passover, it is prohibited for him to eat or cover himself with it after Passover. If he said to her: Benefit from me until Passover if you go to your

father's house from now until the festival of Sukkot is forbidden for you, and she went to his house before Passover, it is prohibited for her to derive benefit from him until Passover.

⁵² If she derived benefit from him before Passover and went to visit her father after Passover, she is liable for violating the prohibition of: He shall not profane his word (Numbers 30:3), as the condition was fulfilled and she violated the vow retroactively. If the husband vowed: Benefit from me is konam for you until the Festival if you go to your father's house from now until Passover, then if she went to his house before Passover, it is prohibited for her to derive benefit from him until the Festival, and it is permitted for her to go to her father's house after Passover, as that time period is not included in his stipulation.

⁵³ GEMARA: We learned in the mishna: For one who says to his wife: Your handicraft is konam upon me, or it is konam upon my mouth, or it is konam to my mouth, it is prohibited to benefit from her handicraft. Yishmael, a man of Kefar Yamma, and some say, a man of Kefar Dima, raised a dilemma with regard to an onion that one uprooted during the Sabbatical Year, which was therefore sanctified with the sanctity of the Sabbatical Year, and he then planted it during the eighth year, and its growths that developed in the eighth year exceeded its principal original Sabbatical-Year onion. And this is the dilemma that he raised: Its eighth-year growth is permitted, and its Sabbatical-Year principal is prohibited. Since its growth exceeded its principal, do those permitted growths neutralize the prohibition of the onion, or do they not? Yishmael came and raised the dilemma before Rabbi Ami, and he did not have an answer readily available.

⁵⁴ Yishmael came and raised the dilemma before Rabbi Yitzḥak Nappaḥa, who resolved it for him from that which Rabbi Ḥanina Terita'a said that Rabbi Yannai said: With regard to an onion of teruma that one planted, if its growths exceeded its principal, it is permitted. Here too, the eighth-year growth should neutralize the prohibition of the Sabbatical-Year onion. Rabbi Yirmeya said, and some say it was Rabbi Zerika who said to Rabbi Yitzḥak Nappaḥa: Did the Master abandon the opinion of two Sages and conduct himself in accordance with the opinion of one Sage?

⁵⁵ The Gemara asks: Who are they, the two Sages who disagree with his opinion? The Gemara answers: It is as Rabbi Abbahu said that Rabbi Yoḥanan said: With regard to a young vine within three years of its planting, whose fruits are orla and forbidden, that one grafted onto an old, permitted vine, and there were fruits on the younger vine, even though the younger vine added two hundred times the number of fruits that were there when it was grafted, and those additional fruits are permitted because they draw their nourishment from the older vine, the fruit that was on the younger vine before it was grafted is forbidden. Although, in principle, when the permitted part of the mixture is two hundred times the forbidden orla, the prohibition is neutralized, in this case, the prohibition is not neutralized, as the forbidden fruit was there from the outset.

⁵⁶ And Rabbi Shmuel bar Rabbi Naḥmani said that Rabbi Yonatan said: With regard to an onion that one planted in a vineyard, creating a forbidden mixture of food crops in a vineyard, and then the vineyard was uprooted, and most of the onion grew in a permitted manner, it is forbidden. Apparently, both Rabbi Yoḥanan and Rabbi Yonatan disagree with the opinion of Rabbi Yannai, and therefore, there is no clear resolution to the dilemma.

⁵⁷ Yishmael then came and raised the dilemma before Rabbi Ami, who resolved it for him from that which Rabbi Yitzḥak said that Rabbi Yoḥanan said: With regard to a litra of onions that one tithed, and then he sowed a field with the entire litra of onions, when the field yields the crop, it is tithed

according to the entire crop. Although some of the onions that he sowed were already tithed, he is obligated to tithe them because the volume of the growths exceeds the volume of the original onions and the entire crop has untithed status. Apparently, those growths neutralize the prohibition of the primary, original, tithed onions.

⁵⁸ The Gemara rejects that resolution: There is no proof from the ruling in the case of the litra of onions, as perhaps it is different when the ruling is a stringency. Perhaps, due to the concern that the growths neutralize the prohibition of the original, the ruling is that he must tithe the entire crop. However, there is no proof that the same would be true in cases where the ruling is a leniency, e.g., to neutralize the prohibition of the Sabbatical Year or teruma.

⁵⁹ Rather, proof may be cited from this source; as it is taught in a baraita that Rabbi Shimon says:

⁶⁰ For any item that can become permitted, i.e., a forbidden object whose prohibition can or will lapse, for example, untithed produce that can be permitted through tithing, and second tithe that is permitted through redemption or bringing it to Jerusalem (Deuteronomy 14:24–26), and consecrated items that are also permitted through redemption, and produce of the new crop that is permitted after the sacrifice of the omer offering (Leviticus 23:14), the Sages did not determine a measure for their neutralization, and no mixture with any quantity of permitted items neutralizes their prohibition. And for any item that cannot become permitted, for example, teruma, and teruma of the tithe, and ḥalla (Numbers 15:20–21); fruit of a tree during the first three years after its planting [orla]; and forbidden food crops in a vineyard (Deuteronomy 22:9), the Sages determined a measure for their neutralization.

⁶¹ The Rabbis said to Rabbi Shimon: But isn't Sabbatical-Year produce an item that cannot become permitted, and nevertheless, the Sages did not determine a measure for its neutralization, as we learned in a mishna (Shevi'it 7:7): The Sabbatical-Year produce prohibits permitted produce of its own species with which it is mixed in any amount. Rabbi Shimon said to them: I too said that Sabbatical-Year produce prohibits permitted produce in a mixture and permitted growths that develop from it only with regard to the removal of the produce. Sabbatical-Year produce may be eaten only as long as produce of that species remains in the field, after which it must be removed from one's possession. Since it is permitted to eat the produce before that time, its legal status during this period is that of an item that can become permitted.

⁶² However, with regard to the permissibility of eating Sabbatical-Year produce after the time of removal has passed, when eating that produce is prohibited, the Sages determined a measure for their neutralization. The mixture is forbidden only if the measure of that produce is enough to impart flavor to the mixture. Apparently, permitted growths can neutralize the prohibition of the original item. The Gemara rejects the proof: And perhaps here too, it is different when the ruling is a stringency. In this case, the stringency is that the original item is sacred with the sanctity of the Sabbatical Year. However, here too, there is no proof that the same would be true in cases where the result is a leniency.

⁶³ Rather, Yishmael of Kefar Yamma resolved his dilemma from this source, as we learned in a mishna (Shevi'it 6:3): With regard to sixth-year onions upon which rain fell during the Sabbatical Year, and they sprouted, if their leaves were black [sheḥorin], i.e., dark green, an indication of fresh, recent growth, the onions are forbidden as Sabbatical-Year growth. If their leaves turned green

[horiku], i.e., lighter and yellower, and appeared withered, the onions are permitted, as they are considered a product of the sixth year.

⁶⁴ Rabbi Ḥanina ben Antigonus says: There is a different indicator; if the plants can be uprooted by their leaves, clearly the leaves are fresh and recent, and they are forbidden. And in the parallel situation, if that indicator was discovered in a Sabbatical-Year onion that sprouted at the conclusion of the Sabbatical Year, i.e., during the eighth year, the onions are permitted. The Gemara asks: Is this to say that one may conclude from here that permitted growth neutralizes the prohibition of the original plant? The Gemara rejects this conclusion: And perhaps the halakha is with regard to crushed [medukhanin], pounded onions, and the reason that the prohibition of the original plant is neutralized is not that the permitted growth neutralizes the prohibition, but that it is no longer fit for consumption.

⁶⁵ Rather, the dilemma can be resolved from this source; as it is taught in a baraita:

⁶⁶ One who weeds ḥasayot with a Samaritan may eat a casual meal from them without tithing, as any untithed produce may be eaten in the framework of a casual meal. And when he completes the labor on the ḥasayot, places them into a pile, and they require tithing, he tithes them as produce that is definitely obligated in tithing, not as doubtfully tithed produce, as the assumption is that the Samaritan did not tithe the ḥasayot.

⁶⁷ Rabbi Shimon ben Elazar says: If the ḥasayot belong to a Jew who is suspect about observance of the Sabbatical Year, at the conclusion of the Sabbatical Year it is permitted to weed with him, as there is no concern that there might be Sabbatical-Year sanctity. The Gemara asks: Is this to say that the permitted growths of the eighth year neutralize the prohibition, and that is why there is no concern about Sabbatical-Year sanctity? The Gemara rejects that inference: And perhaps the tanna is speaking with regard to an item whose seeds cease after it is sown, whose growths neutralize the original prohibition? The Gemara rejects that possibility: Isn't it taught in a baraita: These are ḥasayot, for example, arum, garlic, and onions, whose seeds do not cease?

⁶⁸ The Gemara asks: And perhaps the tanna is speaking with regard to plants that were crushed before they sprouted growths? The Gemara answers: It is the case of one who is suspect about observance of the Sabbatical Year, that is taught in the baraita, and one who is suspect would not bother to eliminate the prohibition by crushing it. The Gemara asks: And perhaps the tanna is speaking with regard to a mixture of forbidden ḥasayot and permitted ones, and the reason that it is permitted is that the prohibition was neutralized by the majority of permitted ḥasayot? The Gemara answers: One who weeds, is taught in the baraita, indicating that he is eating the leaves as he weeds them, leaving no opportunity for the ḥasayot to be mixed with others.

⁶⁹ The Gemara suggests: Let us say that this is a conclusive refutation of the opinions of Rabbi Yoḥanan and Rabbi Yonatan, who stated regarding orla and food crops in a vineyard that their permitted growth does not neutralize the prohibition of the original fruit or food crops respectively. Rabbi Yitzḥak said: The Sabbatical-Year produce is different. Since its prohibition is engendered by means of the ground, its nullification is effected by means of the ground as well. The prohibition can be neutralized by means of the growth that results from replanting the forbidden plant in a permitted manner.

⁷⁰ The Gemara asks: Isn't there the case of tithe, whose prohibition is engendered by means of the ground, but its nullification is not effected by means of the ground? As it is taught in a baraita: With

regard to a litra of untithed first tithe from which the teruma of the tithe was not taken, which one sowed in the ground, and it grew and it is now approximately ten litra, that additional growth is obligated to have tithe taken and is subject to the halakhot of Sabbatical-Year produce. And with regard to that original litra of untithed first tithe that he sowed, one tithes for it from produce in a different place, and not from the litra itself, based on a calculation of how much teruma of the tithe needed to be taken from that litra. Apparently, the growth that results from sowing the first tithe in the ground does not neutralize its prohibition.

⁷¹ The Sages of the Gemara say: With regard to tithe, the ground does not engender the obligation; placement of the produce in a pile engenders the obligation, as it is only at that point that one is obligated to tithe his produce. Therefore neutralization of the prohibition is not effected by planting it in the ground.

⁷² Rami bar Ḥama raised an objection to the opinion of Rabbi Yannai based on the mishna (57a): For one who says: This produce is konam upon me, or it is konam upon my mouth, or it is konam to my mouth, it is prohibited to partake of the produce, or of its replacements, or of anything that grows from it. If he says: This produce is konam for me, and for that reason I will not eat it, or for that reason I will not taste it, it is permitted for him to partake of its replacements or of anything that grows from it. This applies only with regard to an item whose seeds cease after it is sown. However, with regard to an item whose seeds do not cease after it is sown, it is prohibited for him to partake even of the growths of its growths. Apparently, permitted growths do not neutralize the prohibition.

⁷³ Rabbi Abba said: Konamot are different; since if he wishes to do so he can request that a halakhic authority dissolve the vows and render the objects of the vows permitted, their legal status is like that of an item that can become permitted, and its prohibition is not nullified by a majority of permitted items.

⁷⁴ The Gemara asks: And isn't there the case of teruma, in which if he wishes he can request that a halakhic authority dissolve the designation of the produce as teruma and yet it is nullified by a majority of permitted items? As we learned in a mishna (Terumot 5:1): A se'a of ritually impure teruma that fell into less than one hundred se'a of non-sacred produce must be left to decay. The impure teruma, which is forbidden to all, renders the entire mixture forbidden. The Gemara infers: If it fell into one hundred se'a of non-sacred produce, its prohibition is neutralized. The Sages of the Gemara say in response: We are dealing with teruma that is in the possession of a priest, for which the owner can no longer request that a halakhic authority dissolve the designation. However, as long as the teruma is in the owner's possession he can request that its designation be dissolved, and therefore its prohibition cannot be neutralized.

⁷⁵ The Gemara asks: If so, say the latter clause of that mishna: If the teruma mixed with the non-sacred produce was ritually pure, it may be sold to a priest, who treats all the produce as though it were teruma. This indicates that the mishna is dealing with teruma in its owner's possession that was not yet given to a priest. Rather, we are dealing with the case of an Israelite who inherited the produce from a member of the house of his mother's father, who is a priest. The heir owns the teruma; however, since he was not the one who designated it as teruma, he may not request that the designation be dissolved.

⁷⁶ The Gemara asks: But isn't it taught in that latter clause of that mishna: It must be sold to a priest; however, the price must reflect the value of the entire mixture except for the value of that se'a of

teruma that fell into the non-sacred produce, as the teruma belongs to the priest. If the mishna is referring to the case of an heir who owns the teruma, why can he not collect the value of that se' as well, as it is his property?

⁷⁷ Rather, say that there is another distinction between konamot and other cases where one may request dissolution by a halakhic authority. Granted, in the case of konamot, there is a mitzva to request that a halakhic authority dissolve them, due to the statement of Rabbi Natan, as Rabbi Natan said: Anyone who vows, it is as if he built a personal altar outside the Temple, and one who fulfills that vow, it is as though he burns an offering upon it. However, in the case of teruma, what mitzva is there to request that a halakhic authority dissolve its designation? Therefore, items forbidden by konamot are considered items that can become permitted, and teruma is not.

⁷⁸ § With regard to the matter itself, Rabbi Yoḥanan said: With regard to a litra of onions that one tithed, and then sowed, it is tithed according to the entire crop. Rabba sat and stated this halakha. Rav Ḥisda said to him: Who listens to you and Rabbi Yoḥanan, your teacher? The permitted part of the litra, to where did it go? The original litra that he sowed was permitted by virtue of the fact that he tithed it, but why is he obligated to tithe the entire crop? The original litra should be subtracted from the crop that must be tithed. Rabba said to Rav Ḥisda: Didn't we learn a corresponding halakha in a mishna (Shevi'it 6:3): With regard to sixth-year onions upon which rain fell during the Sabbatical Year, and they sprouted,

⁷⁹ if their leaves were black, the onions are forbidden. If their leaves turned green, the onions are permitted. And if the leaves are black, why are the onions forbidden? Let us say in this case too: The permitted part, the original onion, to where did it go? Rav Ḥisda said to Rabba: Do you maintain that this halakha is taught about the primary, original onion, that it is prohibited? It is taught with regard to the additional growth that sprouted, and it is those leaves that are forbidden. The Gemara asks: If so, what is Rabban Shimon ben Gamliel, who apparently disagrees with the tanna of the mishna, coming to say? As it is taught in a baraita that Rabban Shimon ben Gamliel says: That which grew during a period of liability is liable and is considered Sabbatical-Year produce, and that which grew during a period of exemption is exempt. According to Rav Ḥisda's explanation, the first tanna, cited in the mishna, also said that.

⁸⁰ The Gemara explains: This is not difficult, as this entire mishna, Rabban Shimon ben Gamliel taught it. In the baraita Rabban Shimon ben Gamliel is not disagreeing with the opinion of the first tanna of the mishna; he is merely restating it. And nevertheless, the mishna and the baraita pose no difficulty with regard to the opinion of Rabba, as you heard that Rabban Shimon ben Gamliel said that the prohibition of the primary, original part is not neutralized only in a case where he did not exert himself, and the leaves sprouted on their own. However, in the case where he exerted himself, e.g., by sowing or planting, the prohibition of the original onions is neutralized by the majority.

⁸¹ The Gemara asks: And anywhere that one exerts himself, is the original part nullified by the majority? The Gemara asks: And isn't there the case of one who sowed a litra of untithed tithe, where he exerts himself to sow it, and it is taught: And that original litra of untithed first tithe that he sowed, one proportionally tithes for it from produce in a different place, and its prohibition is not neutralized by the growth. The Gemara answers: It is different with regard to tithe, as the verse states: "You shall tithe all the produce of your seed that is brought forth in the field" (Deuteronomy 14:22), indicating that all permitted seeds that are sown must be tithed, since permitted seeds that were tithed, people

typically sow. Forbidden seeds that were not tithed, people do not typically sow, but the Sages penalized one who sowed untithed seeds and required him to tithe that which he was originally obligated to tithe and decreed that it is not neutralized by the majority.

⁸² § With regard to the matter itself, Rabbi Ḥanina Tirta'a said that Rabbi Yannai said: With regard to an onion of teruma that one planted, if its growths exceeded its principal, it is permitted. The Gemara asks: Is this to say that growths that are

⁸³ permitted neutralize the prohibition? But didn't we learn in a mishna: The growths of teruma are teruma, indicating that they do not neutralize the prohibition of the original part of the plant? The Gemara answers: We are speaking of the growths of growths. Rabbi Yannai permits the teruma, not due to the majority of direct growths of teruma; he permitted it due to the majority of growths that sprouted from its growths. The Gemara asks: We already learned that too: The status of growths of growths of teruma is that of non-sacred produce. The Gemara answers: This teaches us that the growths of growths are permitted even in items whose seeds do not cease, e.g., onions.

⁸⁴ The Gemara asks: But didn't we learn in a mishna: With regard to untithed produce, its growths are permitted in items whose seeds cease; however, concerning items whose seeds do not cease, the growths of growths are forbidden. The Gemara answers: It teaches us that if the increase of the growths of growths exceeded its primary, original part, that original part is permitted.

Chapter 8

¹ MISHNA: If one vows: Wine is forbidden to me as if it were an offering [konam], and for that reason I will not taste it today, he is prohibited from drinking wine only until the conclusion of that day at nightfall, and not for a twenty-four hour period. If one vows not to drink wine this week, he is prohibited from drinking wine for the entire remainder of the week. And as Shabbat is considered part of the week that passed, i.e., it is the end of the week, he is prohibited from drinking wine on the upcoming Shabbat. If one vows not to drink wine this month, wine is forbidden to him for the entire remainder of the month; and as the New Moon of the following month is considered part of the next month, he is permitted to drink wine on that day.

² If he vowed not to drink wine this year, he is prohibited from drinking wine for the entire remainder of the year; and as Rosh HaShana is considered to be part of the upcoming year, not the current one, he is permitted to drink wine on that day. If he vowed not to drink wine during this seven-year Sabbatical cycle, wine is forbidden to him for the entire remainder of the seven-year cycle; and as the Sabbatical Year is considered part of the cycle that passed, he is prohibited from drinking wine during the upcoming Sabbatical Year.

³ All this applies if he said that he would not drink wine on this day or this week, but if he said that wine is forbidden to him for one day, or one week, or one month, or one year, or one seven-year cycle, he is prohibited from drinking wine from the day and time he took the vow to the same time the next day, or week, etc.

⁴ If he takes a vow that wine is forbidden to him until Passover, it is forbidden to him until Passover arrives. If he said: Until it will be Passover, it is forbidden to him until Passover ends, as he may have intended for the vow to apply as long as it was still Passover (Rosh). If he said: Until before

Passover, Rabbi Meir says: It is forbidden to him until Passover arrives. Rabbi Yosei says: It is forbidden to him until it ends.

⁵ GEMARA: We learned in the mishna that if one says: Wine is forbidden to me as if it were an offering [konam], and for that reason I will not taste it today, he is prohibited from drinking wine only until nightfall. Rabbi Yirmeya said: Even when darkness falls he is not permitted to drink wine immediately; rather, he is required to request that a halakhic authority dissolve his vow.

⁶ The Gemara poses a question: What is the reason that he must request the dissolution of the vow once it has already expired? The Gemara answers that Rav Yosef said: The Sages issued a rabbinic decree in the case of one who said that his vow applies today, due to the confusion that might be caused in a case where one said that his vow applies for one day, and is therefore forbidden to drink wine for twenty-four hours. There is a concern that if one who said that his vow applies today is permitted to drink wine that night, one who took a vow for one day will think that his vow also expires as soon as it is nightfall.

⁷ Abaye said to him: If so, the Sages should likewise decree in the case of one who takes a vow for one day that he must keep the vow until nightfall of the following day, due to the confusion that might be caused in a case where one said that his vow applies today. If the vow expires in the middle of the day, twenty-four hours after he took the vow, people might think that if one takes a vow in the morning and applies it to this day, it also expires in the middle of the day.

⁸ Rav Yosef said to him: A vow taken for this day might be interchanged with a vow taken for one day, and one might erroneously conclude that a vow taken for one day expires at nightfall. However, a vow taken for one day is not interchanged with a vow taken for today, and there is no concern that one who takes a vow for today will erroneously conclude that it expires in the middle of the day.

⁹ Ravina said: Mareimar said to me: Your father said as follows, in the name of Rav Yosef: In accordance with whose opinion is this halakha taught by Rav Yirmeya bar Abba? It is in accordance with the opinion of Rabbi Natan, as it is taught in a baraita: Rabbi Natan says: Anyone who vows, it is as if he has built a personal altar, which is forbidden because one must bring all offerings to the Temple. And one who fulfills the vow, is as though he burns portions meant for the altar in the Temple upon it, i.e., the personal altar, thereby increasing his sin. Consequently, even after he has fulfilled the vow, it is preferable for him to ask a halakhic authority to annul it entirely, so that it will be as if he never took a vow.

¹⁰ § The mishna stated that one who says: Wine is konam for me, and for that reason I will not taste it this week, is prohibited from drinking wine for the entire remainder of the week, including Shabbat. The Gemara poses a question: Isn't it obvious that this is the case? The Gemara answers: It is necessary, lest you say that he said the days of the week, i.e., he meant for his vow to apply only on the weekdays. The tanna therefore teaches us that the phrase this week includes Shabbat.

¹¹ The mishna stated: If one says: This month, it is forbidden to him for the entire remainder of the month, and the New Moon is considered part of the next month. The Gemara asks: Isn't this obvious? The Gemara answers: When it was necessary to teach this halakha it was for a New Moon preceding a deficient, twenty-nine-day month. In such a case the New Moon is celebrated for two days, the first of which is the thirtieth day of the previous month and the second of which is the first day of the new month. The case here is one where he took the vow on the first day of the New Moon.

¹² This is lest you say that the first day of the New Moon is part of the previous month, and therefore the vow should expire at the end of that day, and wine should not be forbidden to him during the upcoming month. The tanna therefore teaches us that since people call it the New Moon of the upcoming month, it is viewed as part of the upcoming month, and the vow applies to the new month.

¹³ § The mishna states that if one says: This year, it is forbidden to him for the entire remainder of the year, and that Rosh HaShana is considered part of the upcoming year.

¹⁴ A dilemma was raised before the scholars: If one said: Wine is konam for me, and for that reason I will not taste it for a day, what is the halakha in his case? Is it considered as though he said today, and he is prohibited from consuming wine until nightfall, or is it considered as though he said one day, in which case the vow takes effect for a period of twenty-four hours?

¹⁵ The Gemara suggests: Come and hear a proof from the mishna: If one says: Wine is konam for me, and for that reason I will not taste it today, he is prohibited from drinking wine only until the conclusion of that day, at nightfall. The Gemara infers that this halakha only applies if he said the word today; therefore, if he said the vow applies for a day, it is considered comparable to a case where he said one day, and the vow is in effect for twenty-four hours.

¹⁶ The Gemara rejects this proof: But say the latter clause of the mishna: If he said that wine is forbidden to him for one day, he is prohibited from drinking wine from the day he took the vow to the same time on the following day. This indicates that it is only if he said: One day, that the vow takes effect for twenty-four hours; but if he said it takes effect for a day, it is comparable to a case where he said today, and the vow takes effect only until nightfall. Rather, no inference is to be learned from this mishna.

¹⁷ Rav Ashi said: Come and hear a resolution to this question from the following mishna (63a): If one vowed: Wine is konam for me, and for that reason I will not taste it this year, then if the year was extended, i.e., declared to be a leap year, he is prohibited from drinking wine in it and its intercalated month. The Gemara inquires: What are the circumstances?

¹⁸ If we say that it is exactly as it teaches, why do I need to state this halakha? It is obvious that a year means that entire year, even if it is a leap year. Rather, is it not referring to a case where he did not say that the vow applies this year, but rather, he said that it applies for a year, and the mishna teaches that the vow applies for the remainder of that year? Apparently, saying that a vow applies for a year is comparable to saying it applies this year; and similarly, the halakha in a case where one accepts a vow for a day should also be like the halakha in a case where one accepts a vow for today.

¹⁹ The Gemara refutes this argument: No, actually, the case in the mishna is that he said his vow should apply this year, and it was necessary to state this halakha lest you say: Follow the majority of years, which do not have an intercalated month, and his vow should be understood as referring to a twelve month period. The tanna therefore teaches us that the phrase this year means that the vow should last until the end of the year.

²⁰ A dilemma was raised before the Sages: If one said: Any wine that I taste for a Jubilee is hereby forbidden to me, what is the halakha? Is the fiftieth year considered as before fifty, i.e., is it included in the vow, or is it considered as after fifty, in which case it is not included in the vow?

²¹ The Gemara answers: Come and hear, as it is taught in a baraita that there is a dispute between Rabbi Yehuda and the Rabbis: The verse states: “And you shall sanctify the fiftieth year” (Leviticus

25:10), from which it is derived: You count it as the fiftieth year, i.e., the Jubilee Year, but you do not count it as both the fiftieth year and the first year of the next Sabbatical and Jubilee cycles. From here they stated: The Jubilee Year is not included in the counting of the seven-year cycle of the Sabbatical Year. Rather, the year following the Jubilee Year is considered the first year of the next seven-year cycle. Rabbi Yehuda says: The Jubilee Year is included in the counting of the following seven-year cycle of the Sabbatical Year.

²² The Rabbis said to Rabbi Yehuda: Doesn't the verse state: "Six years you shall sow your field" (Leviticus 25:3)? But according to your opinion there are only five years here, in the Sabbatical cycle following the Jubilee Year, as the first year would be the Jubilee Year, when it is forbidden to sow one's field.

²³ Rabbi Yehuda said to them: There is a difficulty according to your statement as well. Doesn't the verse state: "And it shall bring forth produce for the three years" (Leviticus 25:21)? The Torah promises the Jewish people that in the year preceding the Sabbatical Year, the land will bring forth enough produce to last for the duration of that year, for the Sabbatical Year, and for part of the following year, until the new produce grows. However, in the case of the Jubilee, there are four years to account for, as agricultural labor is prohibited in the forty-ninth year, which is a Sabbatical Year, and in the following year, which is the Jubilee Year.

²⁴ Rather, you must say that it is possible to establish the verse as referring to the other years of seven-year cycles, i.e., other Sabbatical Years apart from the Sabbatical Year right before the Jubilee Year. With regard to my opinion also, it is possible to establish the verse you presented as a difficulty as referring to the other years of seven-year cycles, i.e., other Sabbatical cycles apart from the cycle immediately following the Jubilee. With regard to the dilemma cited previously, according to the Rabbis, just as the Jubilee Year does not count as part of the ensuing Jubilee cycle because it is considered the end of the previous Jubilee cycle, if one takes a vow and states that it applies for the Jubilee cycle, the Jubilee Year is included in the vow. According to Rabbi Yehuda, the Jubilee Year itself actually begins the next Jubilee cycle, and therefore if one takes a vow for the current Jubilee cycle, the Jubilee Year itself is not included.

²⁵ § It was taught in the mishna that if one vows that wine is forbidden to him until Passover, he is prohibited from drinking wine until the Festival arrives. However, if one vows that wine is forbidden to him until before Passover, there is a dispute as to whether the vow remains in effect until the beginning or the end of the Festival. The Gemara asks: Is this to say that Rabbi Meir, who holds that it is prohibited only until the beginning of Passover, maintains that a person does not place himself

²⁶ in a position of uncertainty, and Rabbi Yosei holds that a person does place himself in a position of uncertainty?

²⁷ The Gemara raises a contradiction from the following mishna (Kiddushin 64b): In the case of one who has two groups of two daughters born to him from two women, e.g., he has two daughters from his first wife, and after his first wife died he remarried and had two daughters with his second wife, and he said: I betrothed my older daughter to someone, but I do not know if I meant the older of the older group of daughters; or if I meant the older daughter of the younger group; or if I meant the younger daughter of the older group, who is nevertheless older than the older daughter of the younger group, then all three of those daughters are prohibited to marry another man due to the uncertainty, as he failed to clarify which daughter was betrothed. This applies to all the daughters

apart from the younger daughter of the younger group, who is certainly not betrothed. This is the statement of Rabbi Meir.

²⁸ Rabbi Yosei says: They are all permitted to marry, apart from the older daughter of the older group. This demonstrates that according to Rabbi Meir, one must take into account any of the possible meanings of the imprecise expression: My older daughter, whereas Rabbi Yosei maintains that only the narrowest possible meaning of the phrase is taken into account. This contradicts the mishna here.

²⁹ In response to this question, Rabbi Ḥanina bar Avdimi said that Rav said: The attribution of the opinions is reversed, i.e., the views stated in the mishna here must be reversed in order to reconcile them with the mishna in Kiddushin. And it is indeed taught in a baraita that this is the principle: With regard to any vow which specifies a fixed time, i.e., an event that occurs on a particular date, and one said that the vow applies until before that event, Rabbi Meir says the vow applies until the event ends, and Rabbi Yosei says that the vow is in effect only until the event arrives. This is another proof that the opinions in the mishna here must be reversed.

³⁰ MISHNA: If one takes a vow that something is forbidden to him until the grain harvest, or until the grape harvest, or until the olive harvest, it is forbidden to him only until the arrival of that season. This is the principle: With regard to any occasion whose time is fixed, and one said: Until it arrives, it is forbidden to him until the specified occasion arrives. If he said: Until it will be, it is forbidden to him until the specified occasion ends. And with regard to any occasion whose time is not fixed, i.e., it does not fall on a precise date, whether he said: Until it will be, or: Until it arrives, it is forbidden to him only until the specified occasion arrives.

³¹ If he said: Until the summer [kayitz], or: Until it will be summer, the vow remains in effect until the people begin to bring fruit into their houses in baskets. If he said: Until the summer has passed, the vow remains in effect until the people set aside [yakpilu] the knives [hamaktzuot] with which the figs are cut after being harvested, and return them to their place of storage.

³² GEMARA: The Sage taught: The basket about which they spoke in the mishna is a basket of figs, and not a basket of grapes, which are gathered later than figs. It is taught in a baraita: One who vows that summer [kayitz] produce is forbidden to him is prohibited from partaking only of figs, as the fig harvest is called kayitz. Rabban Shimon ben Gamliel says: Grapes are included in the category of the summer produce, along with figs.

³³ The Gemara asks: What is the reason of the first tanna? The Gemara answers: He holds that since figs are plucked [mikkatzetzan] by hand, while grapes are plucked not by hand but with tools, it is only figs that are considered summer [kayitz] produce. Conversely, Rabban Shimon ben Gamliel holds that grapes, too, when they are sufficiently ripe, are plucked by hand. Therefore, they can be considered summer produce as well.

³⁴ § The mishna states that if one said: Until the summer has passed, then the vow remains in effect until the people set aside the knives used to cut the figs. It was taught: This means until most people set aside their knives, even if there are still some individuals who have yet to do so.

³⁵ The Sages taught: If most of the knives have been set aside, the figs left in the field are permitted with regard to the laws of stealing and are exempt from tithes, since their owners presumably do not want them and the figs are therefore considered ownerless property.

³⁶ The Gemara relates: Rabbi Yehuda HaNasi and Rabbi Yosei bar Rabbi Yehuda arrived at a certain place at a time when most of the knives had been set aside. Rabbi Yehuda HaNasi ate the figs left in the field, but Rabbi Yosei bar Rabbi Yehuda did not eat. The owner of the field came and said to them: Why are the Sages not eating? It is now the period when most of the knives have been set aside. The Gemara notes: But nevertheless, Rabbi Yosei bar Rabbi Yehuda did not eat, since he thought that it was only due to embarrassment over the matter that that man said his comment, but he did not really mean to declare his figs ownerless.

³⁷ The Gemara relates another incident: Rabbi Ḥama bar Rabbi Ḥanina arrived at a certain place at a time when most of the knives had been set aside. He ate from the figs that were left in the field, but when he gave some to his attendant the latter did not eat. Rabbi Ḥama said to him: Eat, as Rabbi Yishmael bar Rabbi Yosei said to me the following ruling in the name of his father: If most of the knives have been set aside, the figs are permitted with regard to the laws of stealing and are exempt from the tithe.

³⁸ The Gemara relates another incident: A certain man found Rabbi Tarfon eating figs from his field at the time when most of the knives had been set aside. He placed Rabbi Tarfon in a sack, lifted him up, and carried him to throw him into the river. Rabbi Tarfon said to him: Woe to Tarfon, for this man is killing him. When that man heard that he was carrying the great Rabbi Tarfon, he left him and fled. Rabbi Abbahu said in the name of Rabbi Ḥananya ben Gamliel: All the days of that righteous man, Rabbi Tarfon, he was distressed over this matter, saying: Woe is me, for I made use of the crown of Torah, as Rabbi Tarfon was only released out of respect for his Torah learning.

³⁹ And with regard to this statement, Rabba bar bar Ḥana said that Rabbi Yoḥanan said: Whoever makes use of the crown of Torah is uprooted from the world. This can be derived by means of an a fortiori inference: If Belshazzar, who made use of the sacred Temple vessels, which had already become non-sacred vessels by that time, as after their forcible removal from the Temple the vessels lost their sanctity, as it is stated in the verse: “And robbers shall enter into it, and profane it” (Ezekiel 7:22), showing that once the Temple vessels have been robbed they become non-sacred, was uprooted from the world for his actions, as it is written: “On that night Belshazzar the Chaldean king was killed” (Daniel 5:30); one who makes use of the crown of Torah, which lives and endures forever and whose sanctity cannot be removed, all the more so shall he be uprooted.

⁴⁰ The Gemara returns to the incident involving Rabbi Tarfon. And in the case of Rabbi Tarfon, since he was eating during the time when most of the knives had been set aside, why did that man trouble him? The Gemara explains: It was because someone had been stealing grapes from that man all year, and when he found Rabbi Tarfon he thought: This is the one who stole from me the entire year. The Gemara asks: If so, why did Rabbi Tarfon berate himself? Clearly he was justified in saving himself. The Gemara answers: Since Rabbi Tarfon was very wealthy, he should have sought to appease him with money in order to save himself, rather than relying on his status as a Torah scholar.

⁴¹ Apropos the story of Rabbi Tarfon’s regret for gaining personal benefit from his status as a Torah scholar, the Gemara cites similar teachings. It is taught in a baraita: The verse states: “To love the Lord your God, to listen to His voice, and to cleave to Him” (Deuteronomy 30:20). This verse indicates that a person should not say: I will read the written Torah so that they will call me a Sage; I will study Mishna so that they will call me Rabbi; I will review my studies so that I will be an Elder and will sit in the academy.

⁴² Rather, learn out of love, as the verse states: “To love the Lord your God.” And the honor will eventually come of its own accord, as it is stated: “Bind them upon your fingers; write them on the tablet of your heart” (Proverbs 7:3), and it states: “Its ways are ways of pleasantness, and all its paths are peace” (Proverbs 3:17), and it states: “It is a tree of life to those who grasp it; happy is everyone who holds it fast” (Proverbs 3:17). Consequently, one who studies in order to master Torah for its own sake, as reflected in the verse “bind them upon your fingers,” will eventually merit pleasantness, peace, and happiness.

⁴³ Rabbi Eliezer bar Rabbi Tzadok says: Do things for the sake of their performance, not for any ulterior motive, and speak words of Torah for their own sake. Do not make them a crown with which to become glorified, nor make them a dolabra [kordom] with which to hoe, i.e., do not use Torah study as a means of earning a livelihood. And this is an a fortiori inference: If Belshazzar, who made use only of sacred vessels that had become non-sacred vessels, was uprooted from the world, one who makes use of the crown of Torah, whose sanctity is permanent, all the more so shall he be uprooted from the world.

⁴⁴ Rava said: In a time of need, it is permitted for a person to make himself known in a place where people do not know him. The proof is from what Obadiah said to Elijah in order to identify himself, as it is written: “But I, your servant, have feared the Lord from my youth” (I Kings 18:12). The Gemara asks: But this is difficult with regard to the story about Rabbi Tarfon, who was distraught because he revealed his identity to the man who placed him in the sack. The Gemara answers: The case of Rabbi Tarfon is different, as he was very wealthy, and therefore he should have sought to appease him with money.

⁴⁵ Rava raises a contradiction: It is written that Obadiah spoke highly of himself: “But I, your servant, have feared the Lord from my youth.” And it is written: “Let another praise you, and not your own mouth” (Proverbs 27:2). He answers: This verse is referring to a place where people know him, where he should not praise himself, whereas that verse is referring to a place where people do not know him.

⁴⁶ Rava said further: It is permitted for a Torah scholar to say: I am a Torah scholar, so resolve my case first, as it is written: “And the sons of David were priests” (II Samuel 8:18). The sons of David could not have been actual priests, as David was not a priest. Rather, the verse indicates that just as a priest takes his portion first, so too, a Torah scholar takes his portion first. And a priest, from where do we derive that he takes his portion first? As it is written: “And you shall sanctify him, for he offers the bread of your God” (Leviticus 21:8). And the school of Rabbi Yishmael taught: The phrase “and you shall sanctify him” applies with regard to every matter of sanctity:

⁴⁷ To open the Torah reading first, to recite a blessing first, and to take a fine portion first. When portions are distributed equally, a priest can choose his share first. The verse with regard to the sons of David proves that the same halakha applies to Torah scholars.

⁴⁸ Furthermore, Rava said: It is permitted for a Torah scholar to say: I will not pay the head tax [karga], as it is written that the king of Persia wrote to Ezra, with regard to the priests, the Levites, and others who worked in the Temple: “It shall not be lawful to impose minda, belo, and halakh upon them” (Ezra 7:24). And Rabbi Yehuda said: Minda; this is the king’s portion. Belo; this is the money of the head tax. And halakh; this is arnona, a levy on people and their animals to perform physical

labor in the service of the ruling authority. Since a Torah scholar is considered equivalent to a priest, as he is also dedicated to a sacred task, this exemption applies to him as well.

⁴⁹ And Rava said further: It is permitted for a Torah scholar to say: I am a servant of the priests of fire worship and therefore I will not pay the head tax. Rava maintains that a scholar may issue a statement of this kind in a place where the priests of fire-worshippers are exempt from the head tax, because he actually is declaring himself a servant of God, who is referred to as “a devouring fire” (Deuteronomy 4:24). What is the reason that he is allowed to make this statement? He is saying it merely in order to chase a lion away from him, i.e., to avoid suffering a loss.

⁵⁰ The Gemara relates that Rav Ashi had a particular forest, and he sold it for its wood to the temple of fire worship. Ravina said to Rav Ashi: Isn’t there the prohibition: “You shall not put a stumbling block before the blind” (Leviticus 19:14), which prohibits assisting others in committing transgressions? And yet you are providing assistance to an idolatrous cult. He said to him: Most of the wood they use is for kindling, not for their ritual service. Consequently, I need not be concerned that the particular wood that I have sold them will be used for idolatry.

⁵¹ MISHNA: If one takes a vow until the harvest, the vow remains in effect until people begin to harvest. This is referring to the wheat harvest but not the barley harvest. As for the exact date of this event, all is determined according to the place where he took his vow. If he was on a mountain, it is assumed that he referred to the time of the harvest on the mountain, and if he was in a valley, it is assumed that he meant the time of the harvest in the valley.

⁵² If one takes a vow until the rains, or until there are rains, the vow remains in effect until the second rain of the rainy season falls. Rabban Shimon ben Gamliel says: Until the time of the second rainfall arrives, even if rain does not fall. If one takes a vow until the rains end, the vow remains in effect until the entire month of Nisan has ended; this is the statement of Rabbi Meir. Rabbi Yehuda says: Until Passover has passed.

⁵³ GEMARA: It is taught in a baraita: With regard to one who vows until the summer in the Galilee and subsequently descends to the valleys, even if the summer season has already arrived in the valleys, the subject of his vow remains forbidden to him until summer arrives in the Galilee, in accordance with the mishna’s ruling that the duration of a vow is in accordance with the place where it was made.

⁵⁴ The mishna states that if one takes a vow until the rains, or until there are rains, he means until the second rain of the rainy season. Rabban Shimon ben Gamliel says: Until the time of the second rainfall arrives. The Gemara comments: Rabbi Zeira said: The dispute is in a case where one said: Until the rains. However, if he says: Until the rain, everyone agrees that he is saying that the vow should remain in effect until the time of the rains, but not necessarily until the rain actually falls.

⁵⁵ The Gemara raises an objection against the statement by Rabbi Zeira from the following baraita: When is the time of the rainfall? The early rainfall occurs on the third of the month of Marḥeshvan; the intermediate rainfall is on the seventh of the month, while the late rainfall is on the twenty-third of the month. This is the statement of Rabbi Meir. Rabbi Yehuda says: The respective dates are on the seventh, on the seventeenth, and on the twenty-third of Marḥeshvan.

⁵⁶ Rabbi Yosei says: The first two time periods are on the seventeenth and on the twenty-third of Marḥeshvan, and the last period is at the beginning of the month of Kislev. And so too, Rabbi Yosei

would say: The learned individuals, who would start to fast due to a drought at an earlier time than the rest of the community, do not start to fast until the New Moon of Kislev arrives and no rain has fallen.

⁵⁷ And we say about this: Granted, they disagreed over the time of the first rainfall, as this time is relevant with regard to asking for rain through prayer. The time when the third rainfall is expected is relevant with regard to fasting due to lack of rain. But as for the expected time for the second rainfall, for what purpose did they disagree about its date? And Rabbi Zeira said: It is significant for one who vows until the rain.

⁵⁸ And furthermore, we say about this: In accordance with whose opinion is that which is taught in the baraita: Rabban Shimon ben Gamliel says: In the case of rains that fell for seven days, one after another, you count them as the first rainfall and the second. In accordance with whose opinion is this statement? In accordance with the opinion of Rabbi Yosei, who is the only tanna who holds that the first and second periods of rainfall span seven days. It is evident from this discussion that Rabban Shimon ben Gamliel argues that one who vows until the rain must wait until after the second actual rainfall. This contradicts the statement of Rabbi Zeira that until the rain is referring to the date when rain is supposed to fall.

⁵⁹ The Gemara answers: That baraita is referring to one who said: Until the rains, rather than: Until the rain. Consequently, the expiration of his vow is determined by the actual time of rainfall.

⁶⁰ MISHNA: In the case of one who said: Wine is konam for me, and for that reason I will not taste it for the entire year, if the year was extended, i.e., it was declared to be a leap year, he is prohibited from drinking wine during the year and its intercalated month. If he vowed until the beginning of the month of Adar, the vow remains in effect until the beginning of the first Adar. Similarly, if he says that his vow applies until the end of Adar, the vow remains in effect until the end of the first Adar.

⁶¹ GEMARA: The Gemara comments on the statement in the mishna that if one takes a vow until the beginning of Adar, it remains in effect until the beginning of the first Adar. Apparently, when one says Adar without specification, his statement is understood as a reference to the first Adar.

⁶² The Gemara asks: Shall we say that the mishna is in accordance with the opinion of Rabbi Yehuda? As it is taught in a baraita: In the first month of Adar, when dating a document, one writes that the document was composed in the first Adar. During the second Adar, one writes the name of the month of Adar without specification; this is the statement of Rabbi Meir. Rabbi Yehuda says the reverse: During the first Adar one writes the name of the month without specification, and in the second Adar he writes that the document was composed in the second Adar.

⁶³ Abaye said: You can even say that the mishna is in accordance with the opinion of Rabbi Meir, as there is a difference between the cases: In this baraita, the case is one where the individual who took the vow knew that the year was extended, i.e., declared as a leap year, and the disagreement concerns which Adar is considered the principal one. Conversely, that mishna is referring to a case where he did not know that it is a leap year and that there are two months of Adar. Consequently, when he referred to Adar, all agree that he meant the first Adar.

⁶⁴ And, so too, it is taught in a baraita: If one vows until the New Moon of Adar, the vow remains in effect until the New Moon of the first Adar, and if it was a leap year, it remains in effect until the New Moon of the second Adar.

⁶⁵ The Gemara analyzes this baraita: Does the latter clause prove by inference that in the first clause, we are not dealing with a leap year? In a regular year there is only one month of Adar, so it is impossible to speak of a first or second Adar. Rather, learn from it that this latter clause is referring to a case where it is obvious to him that the year was extended, and therefore when he refers to the month of Adar he means the second Adar, whereas that first clause is referring to a case where he did not know that it was a leap year, in which case he means the first Adar.

⁶⁶ MISHNA: Rabbi Yehuda says: In the case of one who says: Wine is konam for me, and for that reason I will not taste it until it will be Passover, it is understood that this individual intended for his vow to apply only until the night of Passover, i.e., until the time when it is customary for people to drink wine in order to fulfill the mitzva of drinking the four cups, but he did not intend to prevent himself from being able to fulfill this mitzva.

⁶⁷ Similarly, if he said: Meat is konam for me, and for that reason I will not taste it until it will be the fast of Yom Kippur, he is prohibited from eating meat only until the eve of [leilei] the fast. This is because it is understood that this individual intended for his vow to apply only until the time when it is customary for people to eat meat in the festive meal before the fast, and he did not intend to prevent himself from being able to participate in that meal. Rabbi Yosei, his son, says: One who vows: Garlic is konam for me, and for that reason I will not taste it until it will be Shabbat, it is prohibited for him to eat garlic only until the eve of Shabbat, as it is understood that this individual intended for his vow to apply only until the time when it is customary for people to eat garlic.

⁶⁸ In the case of one who says to another: Benefiting from you is konam for me, i.e., I am prohibited from deriving benefit from you, if you do not come and take for your son one kor of wheat and two barrels of wine as a gift, this other individual can dissolve his vow without the consent of a halakhic authority. This is because he can say to him: Did you say your vow for any reason other than due to my honor, in order to convince me to accept a gift for my son? This is my honor, that I refrain from accepting the gift, and consequently the vow is annulled.

⁶⁹ And, so too, in the case of one who says to another: Benefiting from me is konam for you, i.e., you are prohibited from deriving benefit from me, if you do not come and give my son one kor of wheat and two barrels of wine, Rabbi Meir says: It is prohibited for the other individual to benefit from the speaker until he gives the gifts to his son. However, the Rabbis say: Even this individual who took the vow can dissolve his own vow without the consent of a halakhic authority. This is because he can say to him: I hereby consider it as though I have received the gift.

⁷⁰ If an individual was urging another to marry the daughter of his sister, and in order to deflect the pressure, the other man said: Benefiting from me is konam for her forever, i.e., she is prohibited from deriving any benefit from me forever, and, so too, if there is one who divorces his wife and says: Benefiting from me is konam for my wife forever, these women are permitted to derive benefit from him, as this man intended to take this vow only for the purpose of prohibiting marriage between them, but not to prohibit all forms of benefit.

⁷¹ Similarly, if one was urging another to eat with him, and the latter said: Entering your house is konam for me, as is tasting even a drop of cold liquid of yours, the individual who took the vow is nevertheless permitted to enter his house and to drink a cold beverage of his. This is because this individual intended to take this vow only for the purpose of eating and drinking a meal, but not to

prohibit himself from entering the house entirely or from drinking in small quantities (Commentary on Nedarim).

Chapter 9

¹ MISHNA: Rabbi Eliezer says: When halakhic authorities are approached with regard to the dissolution of a vow, they may broach dissolution with a person who took a vow by raising the issue of how taking the vow ultimately degraded the honor of his father and mother, asking him the following: Had you known that your parents would experience public shame due to your lax attitude toward your vow, would you still have taken the vow? But the Rabbis disagree with Rabbi Eliezer and prohibit broaching dissolution of a vow with this particular question.

² To support the opinion of the Rabbis, Rabbi Tzadok said: Instead of broaching dissolution with him by raising the issue of the honor of his father and mother, let them broach dissolution with him by raising the issue of the honor of the Omnipresent. They should point out that a vow taken in the name of God lessens the honor of God, so they could ask him: If you had known that your vow would diminish the honor of God, would you have taken your vow? And if so, if this is a valid method of broaching dissolution, there are no vows. Nevertheless, the Rabbis concede to Rabbi Eliezer with regard to a vow concerning a matter that is between him and his father and mother, that they may broach dissolution with him by raising the issue of the honor of his father and mother, as in this case the extenuation is connected to this particular vow.

³ And Rabbi Eliezer further said: They may broach dissolution by asking about a new situation, but the Rabbis prohibit it. How might they broach dissolution by asking about a new situation? If one said: It is forbidden to me like an offering [konam] that I will therefore not derive benefit from so-and-so, and that person later became a scribe [sofer], and the one who took the vow now requires his services, or if the one forbidden by the vow was marrying off his son and prepared a feast for all the residents of his town, and the one that had taken the vow said: Had I known that he would become a scribe, or that he would be marrying off his son in the near future, I would not have vowed.

⁴ The mishna cites another example of a new situation. If one said: Entering this house is konam for me, and that house became a synagogue, and he said: Had I known that it would become a synagogue, I would not have vowed, in this and all such cases Rabbi Eliezer permits the halakhic authority to use this as a basis for the dissolution of the vow, and the Rabbis prohibit it.

⁵ GEMARA: The Gemara clarifies the meaning of the statement made by Rabbi Tzadok. What does: If so, there are no vows, mean? Abaye said: It means: If so, vows are not dissolved properly. The one who took the vow might say he regrets doing so only because he is not willing to publicly state that he would have taken his vow despite knowing that it diminishes the honor of God. He may not actually regret having taken the vow, and this will lead to the improper dissolution of the vow.

⁶ And Rava said: It means: If so, there are no requests for the dissolution of vows to a halakhic authority. Since this type of extenuation applies to all vows, people will therefore assume that their vows are automatically dissolved, and will not take the required steps to dissolve them.

⁷ The Gemara analyzes the dispute between Abaye and Rava: We learned in the mishna: And the Rabbis concede to Rabbi Eliezer with regard to a vow concerning a matter that is between him and

his father and mother, that they may broach dissolution with him by raising the issue of the honor of his father and mother. Granted, according to Abaye, who said: If so, vows are not dissolved properly, here, since he was impudent toward him by stating a vow that subjects his parent to a prohibition, he was impudent toward him and has demonstrated that he is not concerned for their honor. In such a case, there is no concern that he would pretend to regret his vow due to his parents' honor. This is why the Rabbis concede to Rabbi Eliezer.

⁸ But according to Rava, who said: If so, there are no requests for dissolution made to a halakhic authority, here, in the case of one whose vow involves his parents, why may they broach dissolution in this way? Why is there not a concern that people will assume that this dissolves all vows automatically? The Gemara answers: The Sages say in response: Since it is not sufficient and applicable for all vows not to request dissolution from a halakhic authority, because the Rabbis maintain that in general, the honor of one's parents cannot be used to broach dissolution, here too, they may broach dissolution by invoking the honor of a parent. There is no concern that this may lead one to think that vows are dissolved automatically, as this extenuation applies only to this particular vow.

⁹ § The mishna teaches: And Rabbi Eliezer further said: They may broach dissolution by asking about a new situation, but the Rabbis prohibit it. The Gemara inquires: What is the reason of Rabbi Eliezer? Rav Ḥisda said: For the verse states that God told Moses he could return to Egypt from Midian, despite having vowed to Yitro that he would not do so: "For all the men are dead that sought your life" (Exodus 4:19), and he took the vow only because it would be dangerous for him to return to Egypt. The Gemara explains the proof: But death is a new circumstance, and Moses' vow was dissolved based on the men dying. Therefore, it can be understood from here that they may broach dissolution by asking about a new situation.

¹⁰ The Gemara asks: And as for the Rabbis, what is their reason for not accepting this proof? The Gemara answers: They hold: These people who were seeking Moses' life, had they indeed died? But Rabbi Yoḥanan said in the name of Rabbi Shimon ben Yoḥai: Wherever it is stated in the Torah the term striving (Exodus 2:13), in reference to the men who slandered Moses, or standing (Exodus 5:20), in reference to those who complained against Moses and Aaron, they are none other than Dathan and Abiram. Dathan and Abiram were alive during the rebellion of Korah, which occurred years later, so they could not have been dead when God instructed Moses to return to Egypt. Rather, Reish Lakish said: They did not literally die, but the verse means that they lost their property and their status in the community, which meant their opinions were no longer granted credibility, and consequently, Moses could safely return to Egypt. Such a turn of events is not considered to be a new circumstance.

¹¹ The Gemara relates: Rabbi Yehoshua ben Levi said: Any person who does not have children is considered like a dead person. The source is as is stated in the words Rachel said to Jacob: "Give me children, or else I am dead" (Genesis 30:1). And it was taught in a baraita: Four are considered as if they were dead: A pauper, and a leper, and a blind person, and one who has no children. A pauper, as it is written: "For all the men are dead" (Exodus 4:19). As explained above, they were not actually dead but had descended into poverty, and yet they were considered dead. A leper, as it is written that Aaron said to Moses with regard to Miriam's leprosy: "Let her not, I pray, be as one dead" (Numbers 12:12). And a blind person, as it is written: "He has made me to dwell in dark places, as those that

have been long dead” (Lamentations 3:6). And one who has no children, as it is written: “Give me children, or else I am dead” (Genesis 30:1).

¹² § It is taught in a baraita (Tosefta 2:12): With regard to one prohibited by a vow from deriving benefit from another, they dissolve the vow for him only in the presence of the one who is the subject of the vow. The Gemara asks: From where are these matters derived? Rav Nahman said: As it is written: “And the Lord said to Moses in Midian: Go, return to Egypt; for all the men are dead” (Exodus 4:19). Rav Nahman notes that the verse specifies where God spoke to Moses, and explains that God said to him: In Midian you vowed to Yitro that you would not return to Egypt, go and dissolve your vow in Midian. And where does it say that Moses vowed to Yitro? For it is written: “And Moses was content [vayo’el] to dwell with the man” (Exodus 2:21). The word vayo’el is related to the word ala, and ala means nothing other than an oath, as it is written: “And he...brought him under an oath [ala]” (Ezekiel 17:13), and the halakhot of dissolution of oaths are identical to those of dissolution of vows.

¹³ The Gemara cites another proof that one may dissolve such a vow or oath only in the presence of the party affected by the vow or oath. It states with regard to King Zedekiah: “And he also rebelled against King Nebuchadnezzar, who had made him swear by God” (II Chronicles 36:13). The Gemara asks: What was his rebellion? The Gemara answers: Zedekiah found Nebuchadnezzar eating a live rabbit, and the latter was ashamed to be seen doing this. He said to him: Take an oath to me that you will not reveal my behavior and this matter will not emerge in public. Zedekiah took an oath to him.

¹⁴ Later, Zedekiah was physically suffering, as he wanted to tell people what he had seen, but he could not do so due to his oath. He requested dissolution of his oath from the judges of the Sanhedrin, who dissolved it for him, and he publicly said what he had witnessed. Nebuchadnezzar heard that he was being ridiculed for his behavior. He sent for and brought the Sanhedrin and Zedekiah before him. He said to them: Did you see what Zedekiah has done? Did he not take an oath in the name of Heaven: That I will not reveal? They said to him: He requested dissolution of the oath.

¹⁵ He said to them: Can one request the dissolution of an oath? They said to him: Yes. He said to them: Must this be done in the presence of the person he took an oath to, or even not in his presence? They said to him: It must be dissolved in his presence. He said to them: And you, what did you do? What is the reason you did not say to Zedekiah that he can have his oath dissolved only in my presence? Immediately, they fulfilled the verse: “They sit upon the ground, and keep silence, the elders of the daughter of Zion” (Lamentations 2:10). Rabbi Yitzḥak said: This means that they removed the cushions upon which they sat from underneath them, as a sign that they had erred in halakha.

¹⁶ MISHNA: As a continuation of the opinion of the Rabbis in the previous mishna that they may not broach dissolution of a vow based on a new situation, Rabbi Meir says: There are matters that are, at first glance, like a new situation but are not in fact like a new situation, and the Rabbis do not concede to him. How so? For example, one said: Marrying so-and-so is konam for me, as her father is evil, and they told him that her father died, or that he repented. Or he said: Entering this house is konam for me, as there is a bad dog inside it, or a snake inside it, and they told him that the dog died, or that the snake was killed. This is at first glance perceived like a new situation, and yet it is not in fact like a new situation, and this claim may be used to broach dissolution. But the Rabbis do not concede to him.

¹⁷ GEMARA: The mishna taught that according to Rabbi Meir certain matters are similar to, but in fact do not constitute a new situation, such as a vow which states: Entering this house is konam for me, as there is a bad dog there, where the halakha is that if the dog dies, it is not considered to be a new situation. The Gemara asks: Certainly death is a new situation. Rav Huna said: He is considered like one who makes his vow dependent on a matter. In other words, his vow is interpreted as conditional, that he will not enter the house as long as the dog is alive, for he explicitly stated that this was the reason for his vow. Therefore, when the dog dies, the vow is dissolved. And Rabbi Yoḥanan said it means that they say to him: The dog had already died, or: The father had already repented, before the vow, and it was a mistaken vow from the outset that never took effect.

¹⁸ Rabbi Abba raised an objection from a later mishna (66a): If one said: I will not marry ugly so-and-so as that is konam for me, and she is in fact beautiful, or if he called her black, and she is in fact white, or if he called her short, and she is in fact tall, he is permitted to her. Not because she was ugly and became beautiful, black and became white, or short and became tall, but rather, because the vow was mistaken from the outset. Granted, according to Rav Huna, who said that he is considered like one who makes his vow dependent on a matter, the mishna here taught the case of one who makes his vow dependent on a matter, and it taught there the case of a mistaken vow. But according to Rabbi Yoḥanan, who said that the mishna here is referring to a situation where the dog had already died, or the father had already repented, why do I need the mishna to teach the halakha of a mistaken vow twice? The Gemara comments: This is difficult.

¹⁹ MISHNA: And Rabbi Meir further said: The halakhic authorities may broach dissolution with him from that which is written in the Torah, and they may say to him: Had you known that through your vow you are transgressing the prohibition “you shall not take vengeance” (Leviticus 19:18) and the prohibition “nor bear any grudge” (Leviticus 19:18), and the prohibition “you shall not hate your brother in your heart” (Leviticus 19:17), and “you shall love your neighbor as yourself” (Leviticus 19:18), as well as “and your brother should live with you” (Leviticus 25:36), as he, the one prohibited by the vow, is poor and now you are not able to provide him with a livelihood due to your vow, would you have vowed in that case? If he said in reply: Had I known that it is so, that my vow involved all these prohibitions, I would not have vowed; it is dissolved.

²⁰ GEMARA: Rav Huna bar Rav Ketina said to the Sages: But let the one who stated the vow say with regard to the last claim: All who become poor do not fall upon me; it is not my responsibility to provide for this specific poor person. What is placed upon me to provide for him together with everyone else, I will provide to him when I give money to those collecting for the communal charity fund. They said to him: I say that anyone who falls into poverty and requires assistance does not fall into the hands of the charity collector first. Rather, his descent begins when he encounters hard times, and it is at this stage that he may require individual, direct support to prevent him from plunging into a state of absolute poverty.

²¹ MISHNA: The halakhic authorities may broach dissolution with a man by raising the issue of his wife’s marriage contract. If one takes a vow that would require him to divorce his wife, e.g., he prohibits her from deriving benefit from him, his vow may be dissolved by asking him whether he had considered how difficult it would be to pay her marriage contract.

²² The mishna relates: And an incident occurred with regard to one who vowed against his wife deriving benefit from him, and her marriage contract was worth four hundred dinars. And he came

before Rabbi Akiva, and he obligated him to give her the payment of her marriage contract. He said to Rabbi Akiva: My teacher, my father left eight hundred dinars as our inheritance, of which my brother took four hundred and I took four hundred. Isn't it enough for my wife to take two hundred and I will have two hundred? Rabbi Akiva said to him: Your claim is not accepted, as even if you sell the hair on your head, you must give her the full payment of her marriage contract. He said to him: Had I known that it was so, that I would have to give her all my property, I would not have vowed. And Rabbi Akiva permitted her to derive benefit from him.

²³ GEMARA: The Gemara questions the comment made by Rabbi Akiva, that even if the man were to sell the hair on his head, he must pay her the full sum of her marriage contract: Is movable property mortgaged for the payment of a marriage contract? The Rabbis maintain that only land owned by the husband is mortgaged for the payment of a marriage contract, so why should he have to sell the hair on his head? Abaye said: He said that the father had left land worth eight hundred dinars, and he received four hundred dinars' worth of land, so all of his land is equal in value to his wife's marriage contract. The Gemara raises a difficulty: But the mishna teaches that he must pay even from: The hair on his head, and the hair on his head is movable property. The Gemara answers: This is what he said: You must pay the marriage contract from the land even if you will need to sell the hair on your head and use the proceeds from the sale in order to eat, as you will have no other source of income.

²⁴ The Gemara poses a question: Should you conclude from the mishna that arrangements are not made with a creditor, but instead, the entire sum is collected immediately, without reaching an agreement with the husband's creditors to leave him some money to support himself? The Gemara refutes this suggestion: Rav Nahman, son of Rabbi Yitzhak, said:

²⁵ In fact, arrangements are made with creditors. Rather, Rabbi Akiva is saying that they do not tear the document of the marriage contract. Even if in practice he is left with enough to survive on, the debt remains in force, so that when he will have more money, she will be paid in full.

²⁶ MISHNA: If one vowed that certain food or drink or all food and drink be forbidden to him, the halakhic authorities may broach dissolution by raising the issue of Festivals and Shabbatot. They ask him whether he realized at the time he stated his vow that he would have to uphold it on these festive days as well. At first they said that on those days that he did not intend to include in his vow, that item is permitted, but on all the rest of the days, food and drink are still forbidden by his vow, until Rabbi Akiva came and taught that a vow that is partially dissolved is dissolved entirely.

²⁷ How so? In the case of one who said to a group of people: I will not benefit from all of you as it is konam for me, if benefit from one of them was permitted for whatever reason, benefit from all of them is permitted.

²⁸ However, if one said: I will not benefit from this one and from that one as it is konam for me, then if benefit from the first one was permitted for whatever reason, benefit from all of them is permitted. But if benefit from the last one was permitted, benefit from the last one alone is permitted, but benefit from all the others is forbidden, as the benefit from each is considered to have been prohibited by a separate vow. If benefit from the middle one was permitted, then from him and below, i.e., all those enumerated after him, benefit is permitted; from him and above, i.e., those listed before him, benefit is forbidden.

²⁹ The mishna gives another example of interconnected vows: If one stated: I will not benefit from this one, as if he were an offering, and from that one, as if he were an offering, then an extenuation enabling the dissolution of a vow is required for each and every one, as they have the status of separate vows.

³⁰ The mishna gives another example of a vow that was partially dissolved. If one stated in a vow: Wine is konam for me and I will not taste it, as wine is bad for the intestines, and they said to him: But aged wine is good for the intestines, then the vow is dissolved with regard to aged wine. And not only with regard to aged wine is it dissolved, but with regard to all types of wine, since a vow that has been partially dissolved is entirely dissolved. Likewise, if one stated in a vow: Onions are konam for me and I will not taste them, as onions are bad for the heart, and they said to him: But the kuferi onion is good for the heart, then, in this case too, it is dissolved with regard to kuferi onions, and not only with regard to kuferi onions is it dissolved, but with regard to all types of onions. The mishna relates that an incident of this kind occurred, and Rabbi Meir dissolved the vow with regard to all types of onions.

³¹ GEMARA: The mishna taught: If benefit from the last one was permitted, benefit from the last one alone is permitted but benefit from all the others is forbidden. If one stated: I will not benefit from this one, as if he were an offering, and from that one, as if he were an offering, then an extenuation enabling the dissolution of a vow is required for each and every one. The Gemara poses a question: Who is the tanna that taught this mishna?

³² Rava said: It is taught in accordance with the opinion of Rabbi Shimon, who said that one who utters a false oath to several people at once is not liable to bring an offering for each false oath unless he says: An oath, in his oath to each and every one (Shevuot 38a). If he said: An oath, only once, even if he specified each person by saying: Not to you, not to you, it is still considered to be a single oath. Otherwise, it is viewed as one oath. The mishna, which requires a separate extenuation for each person only if he stated: As if he were an offering, with regard to each of them, is in accordance with the opinion of Rabbi Shimon stated with regard to oaths.

³³ The mishna taught that if one said: Wine is konam for me and I will not taste it, as wine is bad for the intestines, his vow is dissolved, for aged wine is good for the intestines. The Gemara asks: And let him derive that the vow is dissolved from the fact that aged wine is not bad for the intestines. Even if it is not actively good for the intestines, the vow should nevertheless be considered mistaken. Rabbi Abba said: The mishna teaches: And furthermore, it is good. In other words, even if aged wine is merely not harmful to the intestines the vow is dissolved, and they strengthened their claim by pointing out that it is in fact beneficial.

³⁴ The mishna taught: If one said: Onions are konam for me and I will not taste them, as onions are bad for the heart, his vow is dissolved, for kuferi onions are good for the heart. The Gemara asks: And let him derive that the vow is dissolved from the fact that the kuferi onion is not bad for the heart. Rabbi Abba said: The mishna teaches: And furthermore, it is good. Here too, they added that the kuferi onion is actually good for the heart, but this addition was not needed to justify the dissolution of the vow.

³⁵ MISHNA: The halakhic authorities may broach dissolution for a person by raising the issue of his own honor and the honor of his children. For example, if he took a vow that resulted in his needing to divorce his wife, they may say to him: Had you known that tomorrow people will say about you:

This is the habit [veset] of so-and-so, that he divorces his wives due to vows, and they will say about your daughters: They are daughters of divorce, or they will ask: What did their mother see to divorce, thereby giving them a bad reputation. And if the man who vowed said: Had I known it was so, I would not have vowed, it is dissolved.

³⁶ The Mishna continues: If a man said: Marrying ugly so-and-so is konam for me, and she is in fact beautiful, or if, in vowing not to marry her, he called her black, and she is in fact white, or if, in vowing not to marry her, he called her short, and she is in fact tall, he is permitted to her. Not because she was ugly and became beautiful, black and became white, or short and became tall, but rather, because the vow was mistaken from the outset.

³⁷ The Mishna relates: And an incident occurred with regard to one who vowed against deriving benefit from the daughter of his sister, as he did not wish to marry her. And they brought her into the house of Rabbi Yishmael and he beautified her. When she was later brought before the one who took the vow, Rabbi Yishmael said to him: My son, did you vow that you would not derive benefit from this woman? He said to him: No, and Rabbi Yishmael permitted her to him, as he demonstrated that the vow had been made in error.

³⁸ At that time Rabbi Yishmael wept and said: The daughters of Israel are beautiful, but poverty makes them ugly. And when Rabbi Yishmael died, the daughters of Israel raised a lamentation, saying: Daughters of Israel, weep for Rabbi Yishmael. And it likewise states about Saul, who also concerned himself with the welfare of the daughters of Israel: “Daughters of Israel, weep over Saul, who clothed you in scarlet with other delights, who put ornaments of gold upon your apparel” (II Samuel 1:24).

³⁹ GEMARA: The Gemara poses a question: Was an incident cited to contradict what was just taught? It first taught that if she was ugly and was later beautified, the vow is not dissolved, and then the mishna quoted an incident involving Rabbi Yishmael where he did dissolve the vow. The Gemara answers: The mishna is incomplete and this is what it is teaching: Rabbi Yishmael says: Even if she was ugly and became beautiful, black and became white, short and became tall, the vow can be dissolved. An incident occurred with regard to one who vowed against having benefit from the daughter of his sister, as he did not wish to marry her. And they brought her into Rabbi Yishmael’s house and he beautified her.

⁴⁰ It was taught: She had a false tooth [shen tovet], which disfigured her, and Rabbi Yishmael made her a gold tooth from his own money, thereby beautifying her. When Rabbi Yishmael died, a certain eulogizer began his eulogy about him like this: Daughters of Israel, weep for Rabbi Yishmael, who clothed you.

⁴¹ § The Gemara relates: There was a certain person who said to his wife: Benefiting from me is konam for you until you have given Rabbi Yehuda and Rabbi Shimon your cooked food to taste, so they can see for themselves what a bad cook you are. She brought the food to them, and Rabbi Yehuda tasted it, without concern for his honor. He said: This is an a fortiori inference: And what can be seen, that in order to make peace between a man and his wife, the Torah said: My name, that is written in sanctity, shall be blotted out in the waters that curse, as the words written on a scroll, including the name of God, were blotted out during the ceremony of preparing the water that a sota would drink. And this is so even in a case of where it is uncertain if this will bring peace between

them, as she may or not be guilty of adultery. I, all the more so, should waive my honor in order to bring peace to this couple.

⁴² Conversely, Rabbi Shimon did not taste. He said: Let all the children of the widow die, and Shimon will not budge from his place. In other words, the husband can die and leave his wife a widow and his children orphans, and let them die too, rather than have people belittle the dignity of Torah scholars by taking such vows. And furthermore, there is another reason for my refusal: So that they should not become used to taking vows.

⁴³ The Gemara relates: There was a certain person who said to his wife: Benefiting from me is konam for you until you have spat on Rabban Shimon ben Gamliel. She came to Rabban Shimon ben Gamliel and spat on his clothing. Rav Aḥa of Difti said to Ravina: But this man intended the humiliation of Rabban Shimon ben Gamliel, which is not achieved by spitting on his clothing. Ravina said to him: Spittle on the clothing of Rabban Shimon ben Gamliel is a great humiliation for him, and she has thereby fulfilled the vow.

⁴⁴ The Gemara relates: There was a certain person who said to his wife: Benefiting from me is konam for you until you show some beautiful [yafeh] part of you to Rabbi Yishmael, son of Rabbi Yosei. Rabbi Yishmael attempted to find something beautiful about the woman.

⁴⁵ He said to his students: Perhaps her head is beautiful? They said to him: It is round [segalgal]. Perhaps her hair is beautiful? They replied: Her hair resembles stalks of flax. Perhaps her eyes are beautiful? They are narrow [terutot]. Perhaps her ears are beautiful? They are double in size. Perhaps her nose is beautiful? It is stubby. Perhaps her lips are beautiful? They are thick. Perhaps her neck is beautiful? It is low and short. Perhaps her stomach is beautiful? It is swollen. Perhaps her feet are beautiful? They are as wide as a goose's. Perhaps her name is beautiful? Her name is Likhlukhit. He said to them: It is fitting [yafeh] that she is called by the name Likhlukhit, as she is dirty [melukhlekhet] with blemishes, and he permitted her to benefit from her husband, because she did have one beautiful feature, her fitting name.

⁴⁶ The Gemara cites another incident: There was a certain Babylonian who went up to Eretz Yisrael and married a woman there. He said to her: Cook two lentils, i.e., some lentils, for me. She cooked exactly two lentils for him. He grew angry with her. On the following day, so that she would not repeat what she had done, he said to her: Cook a se'a [geriva] for me, intending: A large amount. She cooked an actual se'a for him, far more than what one person could eat. He said to her: Go and bring me two butzinei, intending small gourds, as butzinei are small gourds in the Aramaic dialect spoken in Babylonia. She went and brought him two lamps [sheraggei], called butzinei in the Aramaic dialect spoken in Eretz Yisrael.

⁴⁷ In anger, he said to her: Go and break them on the head of the bava, intending the gate, as bava means a gate in the Aramaic dialect spoken in Babylonia. She did not recognize this word. At that time, the Sage Bava ben Buta was sitting as a judge at the gate. She went and broke them on his head, as his name was Bava. He said to her: What is this you have done? She said to him: This is what my husband commanded me to do. He said: You fulfilled your husband's desire, may the Omnipresent bring forth from you two sons, corresponding to the two candles, like Bava ben Buta.

Chapter 10

¹ MISHNA: With regard to a betrothed young woman, her father and her husband together nullify her vows.

² If the father nullified her vow and the husband did not nullify it, or if the husband nullified it and the father did not nullify it, then the vow is not nullified. And needless to say, it is not nullified if one of them ratified the vow.

³ GEMARA: The mishna states that if the father nullified her vow and the husband did not nullify it, or if the husband nullified it and the father did not nullify it, then the vow is not nullified. The Gemara asks: Is this not the same as the first clause of the mishna, which states: Her father and her husband nullify her vows? The Gemara answers: The second clause is necessary, lest you say: The mishna is teaching that either her father or her husband can nullify her vows, but there is no need for both of them to do so, which is also a possible interpretation of the Hebrew phrase used. Therefore, the mishna teaches us that it means that both of them must nullify the vow.

⁴ At the end of the mishna it is stated: And needless to say, it is not nullified if one of them ratified the vow. The Gemara asks: Why do I need the mishna to teach this? Now, it was stated that if one of them nullified the vow without the other, it is nothing, her vow is not nullified. If one of them ratified it, why do I need it to state that her vow is not nullified? Is it necessary to teach this?

⁵ The Gemara answers: It was necessary for the mishna to mention this in a case where one of them nullified the vow and the other one ratified it, and the one who ratified the woman's vow retracted and requested dissolution of his ratification from a halakhic authority, who dissolved it. Lest you say: That which he ratified is what he uprooted, by asking the halakhic authority to dissolve his ratification, and therefore the vow is no more, the mishna teaches us that they both must nullify it together.

⁶ § The mishna teaches: And with regard to a betrothed young woman, her father and her husband nullify her vows. The Gemara asks: From where do we derive this halakha? Since she is still in her father's house, he should be authorized to nullify her vows by himself. Rabba said: The verse states: "And if she be to a husband, and her vows are upon her...But if her husband disallows her on the day that he hears it" (Numbers 30:7–9). From here can be derived with regard to a betrothed young woman that her father and her husband nullify her vows. The Gemara asks: Is it not possible to say that this verse is written with regard to a married woman?

⁷ The Gemara answers: No, if you say that it is written due to a need to teach the halakha of a married woman, it cannot be, as a different verse is written for that purpose: "And if a woman vowed in her husband's house" (Numbers 30:11). The earlier verses therefore refer to a betrothed young woman, who is not yet in her husband's house. The Gemara suggests: Say that both sets of verses are written with regard to a married woman. And if you would say: Why do I need two verses written with regard to a married woman? It is to say that the husband cannot nullify earlier vows made before her marriage but only those made "in her husband's house."

⁸ The Gemara rejects this, stating: And do you not learn it by itself, from the words "And if she vowed in her husband's house" (Numbers 30:11)? As the verse indicates that her husband can nullify only vows made after the couple is fully married, and not those made beforehand, the earlier verse is unnecessary.

⁹ The Gemara suggests an alternative method of demonstrating that the first verse is referring to a betrothed woman: Or if you wish, say that the words “and if she be to a husband” (Numbers 30:7) must be referring to a betrothed woman, since the usage of the term “she be” indicates betrothal rather than marriage.

¹⁰ The Gemara proposes: Say that a father can nullify the vows of his betrothed daughter on his own. The Gemara responds: If so, why do I need the verse to teach that in a case where she binds herself with a bond in her father’s house, her father can disallow her, i.e., nullify her vow (see Numbers 30:4–6). Now when it can be said that in the presence of a betrothed, i.e., when she is betrothed, the father nullifies his daughter’s vows on his own, is it necessary to state that he can do so where there is no betrothed? Therefore, the fact that the Torah specifically states that the father nullifies her vows by himself when she is not betrothed indicates that he does not have that power when she is betrothed.

¹¹ The Gemara suggests: Say that the father requires the betrothed’s participation in order to nullify his daughter’s vows but that the betrothed can nullify them on his own. And if you would say: If the woman’s betrothed can nullify them on his own, why do I need the reference to the father that the Merciful One writes with regard to the vows of a betrothed young woman, implying that the participation of the father is necessary to nullify her vows. One can explain that the need to mention the father is necessary in order to teach us that if the father ratified the vow, it is ratified, and her betrothed can no longer nullify it.

¹² The Gemara rejects this suggestion: If so, for what purpose did the Torah write “And if she vowed in her husband’s house” (Numbers 30:11), which indicates that a married woman’s husband nullifies her vows on his own? That could be derived by an a fortiori inference: If in the presence of the father, a betrothed man nevertheless nullifies her vows on his own, then when she is no longer in the presence of the father, i.e., she is married and no longer subject to his authority, is it necessary to state that her husband nullifies her vows on his own?

¹³ The Gemara suggests: Say that the betrothed can nullify her vows by himself, and the words “And if she vowed in her husband’s house” (Numbers 30:11) are in fact not necessary to teach that a fully married husband can nullify her vows on his own. Rather, they come to say, i.e., to teach, that the husband cannot nullify vows that preceded the betrothal.

¹⁴ The Gemara answers: But from that, i.e., from the fact that the verse precludes only the full-fledged husband from nullifying vows that preceded the betrothal, one may infer that the betrothed can nullify by himself vows that preceded the betrothal. Such a conclusion is unreasonable, as the fully married man has greater authority over her than the betrothed.

¹⁵ Rather, is it not the case that the betrothed cannot nullify vows on his own, and his ability to do so is only because of his partnership with the father?

¹⁶ The school of Rabbi Yishmael taught a different source for the halakha in the mishna: The Torah states with regard to vows: “These are the statutes, which the Lord commanded Moses, between a man and his wife, between a father and his daughter, being in her youth, in her father’s house” (Numbers 30:17). From here it is derived with regard to a betrothed young woman that her father and her husband nullify her vows. The Gemara asks: And according to the tanna of the school of Rabbi Yishmael, what does he do with the words “and if she be to a husband” (Numbers 30:7)?

¹⁷ The Gemara answers: According to him, he establishes it to teach the other statement of Rava: If her betrothed died without ratifying the vow, her father can nullify it on his own. The Gemara then asks: And Rava, who derives the halakha that the father and the betrothed of the young woman together nullify her vows from the phrase “and if she be to a husband” (Numbers 30:7), what does he do with this verse that the school of Rabbi Yishmael taught as the source for the father and the betrothed nullifying the young woman’s vows? The Gemara answers: He requires that phrase: “Between a man and his wife” (Numbers 30:17), in order to say that the husband can nullify only vows that are between him and her, i.e., vows that negatively impact their marital relationship, but he cannot nullify any other type of vow.

¹⁸ § A dilemma was raised before the Sages: If a husband nullifies his betrothed’s vow, does he sever his share of the vow or does he weaken the force of the entire vow? The Gemara clarifies: Under which circumstances do we raise the dilemma, i.e., what is the practical difference between these two possibilities? In a case where she vowed not to derive benefit from two olives, and her betrothed heard and nullified the vow for her, and she ate those two olives before her father nullified the vow, there is a practical difference.

¹⁹ If we say that he severs his share of the vow, nullifying half of the prohibition, then one of the olives remains completely forbidden, and she is flogged for violating her vow. If we say that he weakens its force, she is not liable to be flogged, as eating the olives is now merely a prohibition that she has violated. If so, what is the ruling with regard to this question?

²⁰ The Gemara now cites a lengthy baraita, ultimately stating a proof to answer the previous question. Come and hear a baraita that will resolve the dilemma: When did they say that if the husband of a betrothed young woman dies, the authority to nullify her vows reverts to the father, who can then nullify her vows on his own? This occurs in a case when the husband had not heard her vow before he died; or in a case where he heard and was silent; or where he heard and nullified it and died on the same day. This is what we learned in the mishna, concerning a case of this kind (70a): If the husband dies, the authority to nullify vows reverts to the father.

²¹ But if it is a case where the husband of a betrothed young woman heard and ratified the vow, or where he heard, and was silent, and died on the following day, in which case his silence is considered ratification of the vow, then the father cannot nullify the vow.

²² If her father heard or was made aware of the vow and nullified it for her but the husband did not manage to hear of the vow before the father died, this is what we learned in the same mishna (70a): If the father dies, the authority over her vows does not revert to the husband, i.e., a young woman’s betrothed cannot nullify her vows alone, without the father. If her husband heard the vow and nullified it for her, and the father did not manage to hear of the vow before the husband died, this is what we learned in the mishna: If the husband dies, the authority reverts to the father.

²³ If her husband heard and nullified the vow for her, and the father did not manage to hear of the vow before he died, the husband cannot nullify it, although she no longer has a father, as the husband can nullify vows only in partnership with the father.

²⁴ If her father heard and nullified the vow for her, and the husband did not manage to hear of the vow before he died, the father may go back and nullify the husband’s portion, and that will complete the nullification of her vow. Rabbi Natan said: This last ruling is the statement of Beit Shammai, but

Beit Hillel say that he cannot nullify only the husband's share of the vow but must also nullify his own share again.

²⁵ Having completed its citation of the baraita, the Gemara now states its proof: Conclude from this that, according to the opinion of Beit Shammai, whoever nullifies the vow first completely severs his half of the vow, and therefore the father needed only to nullify the part left by the husband. However, according to the opinion of Beit Hillel, his nullification weakens the general force of the vow, so the father's subsequent nullification must address the whole vow. The Gemara rules: Conclude from this baraita that the husband's nullification weakens the general force of the vow, as the halakha is in accordance with Beit Hillel.

²⁶ § Rava raises a dilemma: Is there the possibility of a request to a halakhic authority about dissolving the ratification of one's wife's vow, or is there no possibility of a request to a halakhic authority about dissolving his ratification of one's wife's vow? One might seek to dissolve one's ratification if he now desires to nullify the vow. Furthermore, if you say that there is the possibility of a request to dissolve his ratification, is there the possibility of a request to a halakhic authority about dissolving nullification of his wife's vow, to allow him to ratify the vow in place of nullifying it? Or is there no possibility of a request to dissolve the nullification of his wife's vow?

²⁷ The Gemara answers: Come and hear that which Rabbi Yoḥanan says: A halakhic authority may be requested to dissolve ratification of one's wife's vow but may not be requested to dissolve nullification.

²⁸ Rabba asks: If, after hearing one's wife or one's daughter's vow, one said: It is ratified for you, it is ratified for you, and then a halakhic authority was requested about the first ratification and dissolved it, but one did not request dissolution of the second ratification, what is the halakha? Is the second ratification in force, or is it irrelevant, as it was performed on an vow that was already ratified and consequently never took effect?

²⁹ The Gemara answers: Come and hear that which Rava said with regard to one who said: I take an oath that I will not eat, I take an oath that I will not eat: If a halakhic authority was requested to dissolve the first oath and dissolved it, the second oath goes into effect for him. Similarly, the second ratification goes into effect. Rabba further asks: If he said to her: The vow is ratified for you and nullified for you, and the ratification will not take effect unless the nullification takes effect, what is the halakha?

³⁰ The Gemara answers: Come and hear a resolution of this dilemma from the dispute between Rabbi Meir and Rabbi Yosei, as we learned in a mishna (Temura 25b): If one said about an animal: This is hereby a substitute for a burnt-offering, a substitute for a peace-offering, the halakha is that it becomes a substitute only for a burnt-offering; this is the statement of Rabbi Meir, who holds that one's initial statement is determinant. And Rabbi Yosei says: If this is what he intended from the outset, that it should be a substitute for both a burnt-offering and a peace-offering, then since it is impossible to give it two names at once and he could not have said burnt-offering and peace-offering simultaneously, his statement is effective, and the animal is a substitute for both of them at once. Similarly, it is possible for him to intend to both ratify and nullify the vow and the vow is nullified, despite the fact that his first statement was to ratify it.

³¹ The Gemara adds: And even Rabbi Meir says that the first part of one's statement is determinant only where he did not state: This will not take effect unless this also takes effect. Here, however,

where he expressly said: The ratification of the vow will not take effect unless the nullification takes effect, even Rabbi Meir concedes that the nullification takes effect.

³² Rabba further asks: If he said: It is ratified and nullified for you simultaneously, what is the halakha? The Gemara answers: Come and hear that which Rabba himself said: Any two halakhic statutes that one is not able to implement sequentially are not realized even when one attempts to bring them about simultaneously. Since one cannot ratify a vow and subsequently nullify it, one can also not ratify and nullify a vow simultaneously.

³³ Rabba raises another dilemma: If one says to his wife or daughter: Your vow is ratified for you today, what is the halakha? Do we say that he is like one who said to her: It is nullified for you tomorrow? Or perhaps, since he did not explicitly say to her that the vow is nullified, it remains in force.

³⁴ If you say that since he did not explicitly say to her that the vow is nullified, this means that it remains in force, then if he said to her: It is nullified for you tomorrow, what is the halakha? Do we say that on the following day he cannot nullify it, as he has already ratified the vow today, in that he did not nullify it “on the day that he hears it” (Numbers 30:8)? Or perhaps, since he did not explicitly say to her: It is ratified for you today, then when he says to her: It is nullified for you tomorrow, he is actually saying that the nullification begins from today, so that the vow is nullified.

³⁵ And if you say: Nevertheless, since he ratified it today, as he said that it is nullified only tomorrow, on the following day it is considered already in force and he cannot nullify it, then if he said to her: It is ratified for you for an hour, what is the halakha? Do we say that it is like one who said to her: It is nullified for you after an hour has passed? Or perhaps, since he did not say this to her explicitly, it is not nullified?

³⁶ If you say that since he did not say so to her explicitly, therefore the vow is not nullified after an hour, still, if he explicitly said to her that it is nullified after an hour, what is the halakha? Do we say that since he has ratified this vow, in that he explicitly withheld nullification for an hour, he has ratified it and can no longer nullify it? Or, perhaps since the entire day is valid for ratification and valid for nullification, when he says: It is nullified for you after an hour, it is effective.

³⁷ The Gemara cites a mishna (Nazir 20b) to resolve this last question: Come and hear: If a woman said: I am hereby a nazirite, and her husband heard her vow and said: And I, meaning that he intends to become a nazirite as well, he can no longer nullify his wife’s vow. And why not? Let us say that the words: And I, that he said referred to himself, that he should be a nazirite. But her vow of: I am hereby a nazirite, exists for one hour, i.e., the time until the husband took his own vow based on hers. After an hour, if he wants to nullify it, why can he not nullify it? Is it not because once he has ratified it by basing his vow on hers, even for one hour, he has ratified it permanently and can no longer nullify it? The Gemara rejects this suggestion. No, that is not the explanation. The tanna of that mishna holds that anyone who says the words: And I, in response to his wife’s vow, is like one who says: It is ratified for you forever. All the aforementioned questions are therefore left unresolved.

³⁸ MISHNA: If the father of a betrothed young woman dies, his authority does not revert to the husband, and the husband cannot nullify the young woman’s vows by himself. However, if the husband dies, his authority reverts to the father, who can now nullify her vows on his own. In this matter, the power of the father is enhanced relative to the power of the husband.

³⁹ In another matter, the power of the husband is enhanced relative to the power of the father, as the husband nullifies vows during the woman's adulthood, once they are fully married, whereas the father does not nullify her vows during her adulthood.

⁴⁰ GEMARA: What is the reason, i.e., what is the source for the fact that the authority over the young woman's vows does not revert to the husband if her father dies? The source is that the verse states: "Being in her youth, in her father's house" (Numbers 30:17). As long as she is a young woman "in her youth," she is considered to be "in her father's house" and under his jurisdiction, even if she is betrothed. Even if her father passes away, she is still considered to be in his house, and her betrothed does not assume authority over her vows.

⁴¹ The Gemara asks: From where do we derive that if the husband died his authority reverts to the father? Rabba said: We derive it from the fact that the verse states: "And if she be [hayo tihyeh] to a husband, and her vows are upon her" (Numbers 30:7). The phrase hayo tihyeh is a doubled usage of the verb to be. The Gemara understands this as referring to two different instances of being betrothed to a man, e.g., the woman's first betrothed dies and then she is betrothed to another man.

⁴² This verse juxtaposes the vows preceding her second instance of being betrothed, i.e., those that she took after her first husband's death but before her second betrothal, to those vows preceding her first instance of being betrothed. Just as with regard to the vows preceding her first instance of being betrothed, her father nullifies them on his own, so too, with regard to those vows preceding her second instance of being betrothed, her father nullifies them on his own.

⁴³ The Gemara asks: Say that this halakha that the father nullifies vows on his own after the death of the betrothed applies only to vows that were not disclosed to the betrothed, i.e., those that he did not have the opportunity to either ratify or nullify, but with regard to vows that were disclosed to the betrothed, the father cannot nullify them on his own.

⁴⁴ The Gemara answers: If the verse is referring only to vows that were not disclosed to the betrothed, it would be unnecessary to teach that halakha, as that is derived from the words "being in her youth, in her father's house" (Numbers 30:17). As long as the young woman is in her father's house, even after the death of her betrothed, her father has the authority to nullify her vows.

⁴⁵ § The mishna states: In this matter, the power of the father is enhanced relative to the power of the husband. In another matter, the power of the husband is enhanced relative to the power of the father, as the husband nullifies vows during the woman's adulthood, whereas the father does not nullify vows during her adulthood. The Gemara asks: What are the circumstances under which a husband can nullify his adult wife's vows?

⁴⁶ If we say that the mishna is referring to a case where he betrothed her when she was a young woman, and she took a vow, and then she reached majority, that cannot be the halakha: After all, both the death of her father removes her from the father's authority and attaining her majority removes her from the father's authority, so the halakha in the two cases should be the same. Just as with the death of the father, his authority does not revert to the husband and the woman's betrothed cannot nullify her vows on his own, so too, upon attaining majority the authority the father possessed when she was a young woman does not revert to the husband.

⁴⁷ Rather, it is referring to a case in which he betrothed her when she was a grown woman, and then she took a vow. The Gemara asks: Didn't we already learn that on another occasion, in a later mishna

that states (73b): With regard to a grown woman who waited twelve months after her betrothal and then requested that her betrothed marry her, Rabbi Eliezer says: Since her husband is already obligated to provide for her sustenance, as he is obligated to have married her by then, he can nullify her vows by himself, as if he were fully married to her.

⁴⁸ The Gemara explains the cited mishna: This cited mishna is itself difficult: You said that a grown woman who waited twelve months is entitled to support. With regard to a grown woman, why do I need a twelve-month waiting period before her betrothed is obligated to marry her? For a grown woman, thirty days suffice for her to prepare what she needs for her marriage after she is betrothed. The Gemara answers: The mishna should be revised. Teach the mishna: A grown woman who waited thirty days and a young woman who waited twelve months.

⁴⁹ The Gemara returns to the question: In any case, the fact that the mishna here teaches a halakha that is addressed in a different mishna is difficult. The Gemara answers: If you wish, say that the mishna here is actually the primary source of this halakha, and the reference to a grown woman is taught there because it wants to present how Rabbi Eliezer and the Rabbis disagree.

⁵⁰ Alternatively, if you wish, say that the mishna that begins: A grown woman, is actually the source for this halakha. The mishna here repeats the halakha incidentally, since it needs to cite the first clause: In this matter the power of the father is enhanced relative to the power of the husband, therefore the mishna cites the latter clause as well, by writing: In this other matter, the power of the husband is enhanced relative to the power of the father.

⁵¹ MISHNA: If she took a vow as a betrothed woman and then was divorced on the same day, and she was again betrothed on the same day to another man, or even to one hundred men, one after the other, on a single day, her father and her last husband nullify her vows. This is the principle: With regard to any young woman who has not left her father's jurisdiction and entered into her own jurisdiction for at least one moment, through full marriage or reaching majority, her father and her final husband nullify her vows.

⁵² GEMARA: From where do we derive that her final betrothed can nullify her vows that were disclosed to the first betrothed? Shmuel said that the verse states: "And if she be to a husband and her vows are upon her...and he nullifies her vow" (Numbers 30:7–9), indicating that he can nullify vows that were upon her already. The Gemara asks: Perhaps this statement applies only to vows that were not discerned by the first betrothed, but vows that were discerned by the first betrothed, the final betrothed cannot nullify.

⁵³ The Gemara answers: The phrase "upon her" is a superfluous part of the verse. One can derive from it that all her vows, including those of which an earlier betrothed had been aware, can be nullified by the final betrothed.

⁵⁴ It is taught in a baraita in accordance with the opinion of Shmuel: With regard to a betrothed young woman, her father and her husband together nullify her vows. How so? If her father heard and nullified the vow for her, and the husband did not manage to hear it before he died, and she was betrothed on the same day to another man, or even one hundred times on the same day, her father and her final husband nullify her vows. If her husband heard and nullified the vow for her, and the father did not manage to hear it before the husband died, the father may go back and nullify the husband's portion.

⁵⁵ Rabbi Natan said: This is the statement of Beit Shammai, that each of them nullifies half of the betrothed young woman's vow. However, Beit Hillel say that the father cannot nullify the vow on his own. The Gemara asks: About what do Beit Shammai and Beit Hillel disagree?

⁵⁶ The Gemara answers: Beit Shammai hold: Even with regard to vows that were disclosed to the betrothed, in the event of his death, his authority reverts to the father. In addition, when the father or husband of a young woman nullifies her vow, he severs his portion of it, enabling the father to nullify her vow on his own after the death of the betrothed. Beit Hillel hold that her father and her final husband together nullify her vows, and he who nullifies her vow does not sever it, but rather weakens its force. Even if the first betrothed was aware of the vow before his death, the father can nullify it in conjunction with another betrothed. This ruling is in accordance with the ruling of Shmuel that her final betrothed can nullify even those vows that she took while betrothed to the first man.

⁵⁷ § A dilemma was raised before the Sages: Is a husband's divorce of his wife after she took a vow considered like silence, or is it considered like ratification of the vow?

⁵⁸ The Gemara asks: What is the difference between the two possibilities? In any case, he did not nullify her vow before the divorce, and once he has divorced her he can no longer do so. The Gemara answers: There is a difference in a case where she took a vow, and her husband heard the vow, and divorced her, and he remarried her on the same day. If the Master says that divorce is like silence, the husband can now nullify the vow for her, since it is the same day. But if the Master says that divorce is like ratification, he cannot nullify the vow for her, as he has ratified it by divorcing her.

⁵⁹ Come and hear a resolution of the dilemma from the following baraita: When did they say that if the husband died the authority to nullify a young woman's vows reverts to the father? When the husband did not hear the vow; or he heard the vow and nullified it; or heard it, and was silent, and died on that day. And if you say that divorce is like silence, let the tanna of the baraita also teach with regard to the husband: Or he heard the vow and divorced her. From the fact that he did not teach this case, learn from the baraita that divorce is like ratification.

⁶⁰ The Gemara rejects the proof from the baraita: State the latter clause of the baraita: But if he heard it and ratified it; or he heard it, and was silent, and died on the following day, then the father cannot nullify the vow. But according to this clause, if you say that divorce is like ratification, let the tanna of the baraita also teach: And if he heard the vow and divorced her. Rather, from the fact that the baraita does not teach this, learn from the baraita that divorce is like silence.

⁶¹ Rather, one cannot learn anything from this baraita about the effect of divorce on her vows. The Gemara explains that the discrepancy between the two clauses is stylistic and can be explained either way: If the cases in the first clause are chosen precisely, allowing for the inference that divorce is like ratification, then one must say that the tanna formulates the last clause of the baraita as he does because of the first clause, i.e., in the same style, although it does not add anything. If the cases in the last clause are chosen precisely, allowing for the inference that divorce is like silence, then one must say that the tanna formulates the first clause of the baraita as he does because of the last clause, i.e., in the same style, although it does not add anything.

⁶² Come and hear a mishna (71a): If she took a vow while she was betrothed, and was divorced, and was betrothed again on the same day, even to one hundred men, her father and her final husband nullify her vows. Learn from this mishna that divorce is like silence, because if it were like ratification, could the final betrothed nullify vows that the first betrothed had already ratified?

⁶³ The Gemara rejects this proof: With what are we dealing here? We are dealing with a case in which the first betrothed man did not hear the vow, and for that reason his divorcing her does not constitute ratification. The Gemara then asks: If so, why mention specifically that the divorce occurred on that day? The same would hold true even after one hundred days as well. Since the first husband never heard the vow, the final husband can nullify it on whichever day he hears it.

⁶⁴ The Gemara answers: It is referring to a situation in which the betrothed man did not hear the vow but the father heard it. As in that case, it is only on the same day that he can nullify the vow, but he cannot nullify it from this point forward. Once her father has already heard the vow, her betrothed cannot nullify it on a different day. Therefore, one cannot infer from the mishna that divorce is like silence.

⁶⁵ Come and hear a resolution of the dilemma from a mishna (89a): If she took a vow on that day, and he divorced her and remarried her on the same day, he cannot nullify her vow. Learn from the mishna that divorce is like ratification.

⁶⁶ The Gemara rejects this proof: Say that here, i.e., in the mishna cited, we are dealing with a married woman, and that is the reason that he cannot nullify the vow. It is not because it has been ratified by divorce but because the husband cannot nullify his wife's vows that precede their marriage. The dilemma remains unresolved.

⁶⁷ MISHNA: The practice of Torah scholars is to ensure that a woman about to be married should not be encumbered by any vows. A father, before his daughter would leave him through marriage, would say to her: All vows that you vowed in my house are hereby nullified. And similarly, the husband, before she would enter his jurisdiction, i.e., while they were still betrothed, would say to her: All vows that you vowed before you entered my jurisdiction are hereby nullified. This was necessary because once she enters his jurisdiction he cannot nullify the vows she made before that.

⁶⁸ GEMARA: Rami bar Hama asks: Concerning a husband, what is the halakha with regard to his nullifying a vow without hearing it? In other words, can a husband state a general nullification of his wife's vows without being aware of any particular vow? When the verse states: "And her husband hears it, on the day that he hears it, and holds his peace at her, then her vows shall be ratified" (Numbers 30:8), is that referring specifically to a situation where he actually heard of a vow, and only then he can nullify it? Or is it not specifically referring to such a situation, and the mention of hearing is merely because the ordinary situation is that the husband nullifies a vow once he hears it?

⁶⁹ Rava said: Come and hear the mishna: The practice of Torah scholars is that a father, before his daughter would leave him through marriage, would say to her: All vows that you vowed in my house are hereby nullified. Rava points out: But the father did not hear her vows, so it must be that one can nullify vows without knowledge that they were actually made.

⁷⁰ The Gemara rejects this conclusion: The mishna means that the father states a preemptive nullification that when he will hear a particular vow is when he nullifies it. The vow is not actually nullified until he hears it. The Gemara asks: If so, when he has not actually heard those vows yet, why is it necessary for him to state preemptively that the vows will be nullified; why not wait until he actually hears the vow? The Gemara answers: This teaches us that it is the practice of a Torah scholar to pursue such matters, in order to prompt his daughter or his betrothed to inform him of vows she took, which will then be nullified when he hears of them.

⁷¹ The Gemara suggests: Come and hear from the latter clause of the mishna: And similarly, the husband, before she would enter his jurisdiction, i.e., while they were still betrothed, would say to her: All vows that you vowed before you entered my jurisdiction are hereby nullified. This implies that he can nullify vows without hearing them. The Gemara responds: Here too, it means that he says to her: When I hear the particular vow, then it will be nullified.

⁷² Come and hear another mishna to answer the question (Nedarim 75a): One who says to his wife: All vows that you vow until I arrive from such and such a place are hereby ratified, has not said anything, i.e., the vows are not ratified. If he says: All vows that you vow until then are hereby nullified, Rabbi Eliezer says: They are nullified. The Gemara comments: But he did not actually hear the particular vows, so one can infer from this that he need not hear her vows in order to nullify them.

⁷³ The Gemara rejects this suggestion: Here too, one can understand the situation to be that he says: When I hear the particular vow, it will be nullified. The Gemara asks: But if so, why do I need, i.e., why must the husband state his nullification, from now; let him nullify them for her when he actually hears them. The Gemara answers: He reasons: Perhaps I will be preoccupied at that moment and will forget to nullify them. He therefore nullifies the vows beforehand, so that the nullification will take effect automatically when he hears them.

⁷⁴ Come and hear a baraita: In the case of one who says to a steward [apotropos] appointed to manage his affairs in his absence: All vows that my wife vows from now until I arrive from such and such a place you should nullify, and the steward nullified the vows for her, one might have thought that they would be nullified. Therefore, the verse states: “Her husband may ratify it, or her husband may nullify it” (Numbers 30:14). The repetition of “her husband” teaches that it is the husband alone who may nullify his wife’s vows; this is the statement of Rabbi Yoshiya.

⁷⁵ Rabbi Yonatan said to him: We have found everywhere in the Torah that the legal status of a person’s agent is like that of himself. Therefore, a steward can nullify the vows on the husband’s behalf.

⁷⁶ The Gemara points out: And even Rabbi Yoshiya says that a steward cannot nullify the wife’s vows only because it is a Torah edict, based upon the words “her husband may ratify it, or her husband may nullify it” (Numbers 30:14). But according to everyone, the principle that the legal status of a person’s agent is like that of himself is generally valid. The only objection to the steward nullifying the vows is the Torah edict. The Gemara asks: But these vows were not heard by the steward? This indicates that not having heard the vows is not an obstacle to nullification.

⁷⁷ The Gemara rejects this conclusion as well: Here too, it is a case in which the husband says to the steward: When I hear the vow, then it will be nullified for her. The Gemara asks: Let him nullify the vows for her when he actually hears them. Why do so earlier? The Gemara answers: He reasons: Perhaps I will be preoccupied at that moment and will forget to nullify them. The question pertaining to nullification of vows without hearing them is left unresolved.

⁷⁸ § Rami bar Ḥama asks: With regard to a deaf man, what is the halakha with regard to his nullifying vows for his wife? If you say that a husband who is not deaf can nullify a vow without hearing it, then perhaps this is because he is capable of hearing. But with regard to a deaf man, who is not capable of hearing, perhaps this is an application of the principle derived from the statement of Rabbi Zeira.

⁷⁹ As Rabbi Zeira said: For any amount of flour suitable for mingling with oil in a meal-offering, mingling is not indispensable for it. Even though it is a mitzva to mingle the flour and oil *ab initio*, if they were not mingled, the meal-offering is still valid. But for any amount of flour not suitable for mingling, mingling is indispensable for it, and such a meal-offering is invalid. The principle is: *Ab initio* requirements prevent the fulfillment of a mitzva in situations where they are not merely absent but impossible. In this case, the deaf man does not merely not hear the vow, it is impossible for him to do so.

⁸⁰ Or perhaps the phrase “and her husband hears it” (Numbers 30:8) does not mean that hearing is indispensable to the nullification of a vow, so that even a deaf man can nullify his wife’s vows. Rava said: Come and hear a baraita interpreting that verse: “And her husband hears it”; this excludes the wife of a deaf man. The Gemara concludes: Learn from this baraita that a deaf man cannot nullify his wife’s vows.

⁸¹ § A dilemma was raised before the Sages: Concerning a husband, what is the halakha with regard to nullifying vows for his two wives simultaneously? Do the words “but if her husband disallows her on the day that he hears it, and he nullifies her vow which is upon her” (Numbers 30:9), stated in the singular, refer specifically to one wife? Or, perhaps it does not refer specifically to one wife, and a husband can nullify the vows of more than one wife simultaneously.

⁸² Ravina said: Come and hear a baraita: In the *sota* ritual, performed by women suspected by their husbands of having committed adultery, two *sota* women are not given to drink the bitter waters as one. This is because the heart of each becomes emboldened [*gas*] in the presence of the other woman, and if one is guilty she will lack the humility to confess.

⁸³ Rabbi Yehuda says: This is not for that reason [*lo min hashem hu zeh*], but because it is stated: “And he shall make her drink” (Numbers 5:27), which indicates her by herself. Similarly, the words “disallows her” (Numbers 30:9) should be read as referring specifically to a single woman, indicating that a man cannot nullify the vows of two wives simultaneously.

⁸⁴ MISHNA: With regard to a grown woman who waited twelve months after her betrothal and the time arrived for her betrothed to marry her, or a widow who waited thirty days and the time arrived for her betrothed to marry her, Rabbi Eliezer says: Since her husband is already obligated to provide for her sustenance, as he is obligated to have married her by then, he can nullify her vows by himself, as if he were fully married to her. But the Rabbis say: The husband does not nullify her vows on his own until she enters his jurisdiction.

⁸⁵ GEMARA: Rabba says: Rabbi Eliezer and the initial version of the mishna said the same thing, as we learned in a mishna (Ketubot 57a): A virgin is given twelve months from the time of her betrothal to prepare herself, i.e., to prepare her trousseau. If the end of the twelve-month period arrived, even if he has not married her, she partakes of his food, i.e., he is obligated to provide for her. And if she was betrothed to a priest, she partakes of *teruma* like a priest’s wife. However, a man, i.e., a priest, whose married brother died childless [*yavam*], does not enable the woman awaiting levirate marriage to him to partake of *teruma* until they are actually married.

⁸⁶ If the woman completed six months of awaiting marriage under the aegis of the husband, and he died, and then she completed six months under the aegis of the *yavam*; or even if she completed all of those months under the aegis of the husband, less one day; or all of them under the aegis of the *yavam* less one day, she may not partake of *teruma*. This is the initial version of the mishna.

However, a court that convened after them, in a later generation, said: The woman may not partake of teruma until she enters the marriage canopy, thereby finalizing the marriage. Rabbi Eliezer's opinion that her husband can nullify her vows after the completion of the period allotted after the betrothal follows the initial version, which requires the husband to support her from that point forward.

⁸⁷ Abaye said to him: Perhaps it is not so. The initial version of the mishna teaches us only about the permissibility of her partaking of teruma whose status is by rabbinic law, but with regard to vows, whose prohibitions have the force of Torah law, say that her betrothed cannot nullify them.

⁸⁸ And perhaps you did not hear Rabbi Eliezer state his opinion that a betrothed woman is regarded as married only with regard to vows. Perhaps Rabbi Eliezer holds like that which Rav Pinehas said in the name of Rava, who said: Any woman who takes a vow, takes a vow contingent upon the consent of her husband, since he provides her sustenance. Perhaps Rabbi Eliezer grants her betrothed authority over her vows only because she vows with his consent in mind, since he is now obligated to provide for her. But with regard to teruma, Rabbi Eliezer might hold that even if it is teruma by rabbinic law, she may not partake of it.

⁸⁹ MISHNA: With regard to a widow waiting for her yavam to perform levirate marriage, whether she is waiting for one yavam, if her late husband had only one brother, or whether she is waiting for two or more yevamin, if he had several brothers, Rabbi Eliezer says: A yavam can nullify her vows. Rabbi Yehoshua says: If she is waiting for one yavam, he can nullify her vows, but not if she is waiting for two. Rabbi Akiva says: A yavam cannot nullify her vows, regardless of whether she is waiting for one yavam or for two or more.

⁹⁰ The mishna then elaborates: Rabbi Eliezer said: Just as with regard to a woman he acquired for himself through betrothal, he nullifies her vows, so too with regard to a woman acquired for him from Heaven, i.e., the yevama, isn't it logical that he should be able to nullify her vows?

⁹¹ Rabbi Akiva said to him: No, if you say that a husband can nullify the vows of a woman he acquired for himself, over whom others have no authority, shall you also say that this is the case with regard to a woman acquired for him from Heaven, over whom others have authority? If there are two yevamin, each yavam has equal authority with regard to her vows.

⁹² Rabbi Yehoshua said to him: Akiva, your statement applies in a situation with two yevamin, but how do you reply to Rabbi Eliezer in the case of one yavam? Rabbi Akiva said to him: A yevama is not the full-fledged wife of the yavam in the way that a betrothed woman is her husband's full-fledged wife, and the yavam is not empowered to nullify vows at all.

⁹³ GEMARA: The latter two opinions in the mishna make sense: Rabbi Akiva holds that the levirate bond is not substantial. Since the obligation of levirate marriage does not create a marriage-like bond between the yavam and the yevama, a yavam cannot nullify the vows of the yevama. And Rabbi Yehoshua holds that the levirate bond is substantial, so that if there is only one yavam, the yevama is considered his wife, allowing him to nullify her vows. However, with regard to Rabbi Eliezer, what is his reason? Even if he holds that the levirate bond is substantial, there is, nevertheless, no retroactive designation. Since it has not yet been established which of them will be her husband, how can either of them nullify her vows?

⁹⁴ Rav Ami said: It is a case where one yavam has already performed levirate betrothal with her. According to Beit Hillel, levirate betrothal does not have the full force of a regular betrothal, but

Rabbi Eliezer holds like Beit Shammai, who say: Levirate betrothal effects a full-fledged acquisition just like a regular betrothal.

⁹⁵ But Rabbi Yehoshua would say to you, Rabbi Eliezer, in response: That statement, that levirate betrothal effects a full-fledged acquisition, applies only to a case with one yavam, but with two yevamin it is not so. The Gemara explains why it cannot be a full-fledged acquisition where there is more than one yavam: Is there anything like this sort of betrothal that when his brother comes, he can render the betrothed woman forbidden to the one who performed levirate betrothal by engaging in sexual intercourse with the yevama, thereby performing levirate marriage, or by giving her a bill of divorce, thereby disqualifying her from levirate marriage, and nevertheless the betrothed can still nullify her vows? Since this betrothal can in essence be nullified, it cannot be viewed as betrothal with regard to nullification of vows. Rabbi Ami completes his analysis: And Rabbi Akiva holds that the levirate bond is not substantial at all, and there is no marital bond between a yevama and her yavam until the levirate marriage is consummated.

⁹⁶ The Gemara challenges Rabbi Ami's interpretation of the dispute: And according to the amora Rabbi Elazar, who said that levirate betrothal, according to Beit Shammai, does not effect a full-fledged acquisition except in that it removes a rival wife from being considered substantially bound to the yavam while she is a yevama, what can be said? Only the relatives of the betrothed yevama are then forbidden to the yavam.

⁹⁷ The Gemara answers: Here we are dealing with a case where the yavam stood in court in judgment after the woman demanded that he marry her and he was obligated by the court to provide her sustenance. And this is in accordance with that which Rav Pinehas stated in the name of Rava, who said: Any woman who vows, that which she vows is contingent upon her husband's consent. Since under these circumstances the yavam must provide for the yevama he betrothed, he is authorized to nullify her vows.

⁹⁸ The Gemara raises a difficulty with Rabbi Ami's explanation of Rabbi Eliezer's opinion: We learned in the mishna that Rabbi Eliezer said: Just as with regard to a woman he acquired for himself through betrothal, he nullifies her vows, so too with regard to a woman acquired for him from Heaven, i.e., the yevama, isn't it logical that he should be able to nullify her vows? Now if Rabbi Ami's interpretation is correct, and the mishna is referring to a case where a yavam performed levirate betrothal, then it is actually a case where he acquired a woman for himself by performing levirate betrothal. The Gemara answers: Nevertheless, it is a case where he acquired for himself a woman who was imposed upon him by means of Heaven.

⁹⁹ The Gemara raises another difficulty with Rabbi Ami's interpretation, in that if it is correct, you can resolve the dilemma that Rabba raised: Does levirate betrothal, according to Beit Shammai, merely effect betrothal, or does it effect full-fledged marriage? According to Rabbi Eliezer, you can resolve the dilemma by proving that it effects marriage. The proof is as follows: Because if levirate betrothal effects only betrothal, why does the mishna mention only the yavam with regard to nullification of vows? Didn't we learn in a mishna (Nedarim 66b) that with regard to a betrothed young woman, her father and her husband together nullify her vows? If levirate betrothal renders her betrothed to the yavam, the father should also be mentioned as a partner in the nullification.

¹⁰⁰ Rav Nahman bar Yitzhak said: This does not resolve the dilemma, as what could be the meaning of nullify in the mishna? It could mean that he nullifies vows in partnership with the father.

¹⁰¹ The Gemara comments: It is also taught in a baraita that Rabbi Eliezer is addressing a case where levirate betrothal has been performed, in accordance with the opinion of Rabbi Ami: With regard to a widow awaiting her yavam, whether she is waiting for one yavam, if her late husband had only one brother, or for two or more yevamin, Rabbi Eliezer says: The yavam can nullify her vows, and Rabbi Yehoshua says: He can nullify her vows only in a case where she is waiting for one yavam, but not if she is waiting for two. Rabbi Akiva says: Nullification is not possible at all, not if she is waiting for one, and not if she is waiting for two or more.

¹⁰² The baraita continues: Rabbi Eliezer said to his disputants: And just as if one accepts that a man cannot nullify the vows of a woman in whom he has no share until she enters into his jurisdiction through betrothal, yet once she enters into his jurisdiction, she is fully under his authority for the nullification of her vows, so too with regard to a woman in whom he has a share before she enters his jurisdiction, i.e., his yevama, once she enters his jurisdiction, is it not logical that she be fully under his authority for the nullification of her vows?

¹⁰³ The baraita continues: Rabbi Akiva said to him: No, your a fortiori inference is refutable. If you spoke of a man having authority over the vows of a woman he acquired for himself through betrothal, that would be different: Just as he has no share in her before betrothal, so too others have no share in her. Will you say the same with regard to a woman who is acquired for him from Heaven, i.e., his yevama, for whom, just as he has a share in her, so do others, i.e., his brothers, also have a share in her, as they also are yevamin?

¹⁰⁴ The baraita continues: Rabbi Yehoshua said to him: Akiva, your statement fits a situation with two yevamin, but what do you answer for the case of one yavam? Rabbi Akiva replied to him: Did we distinguish between one yavam and two yevamin, regardless of whether he performed levirate betrothal or whether he did not perform levirate betrothal? And just as in other matters there is no such distinction, so too with regard to vows.

¹⁰⁵ The baraita adds a comment: Ben Azzai stated his response to hearing this discussion in this language: Woe [haval] to you, ben Azzai, that you did not serve Rabbi Akiva properly.

¹⁰⁶ Since this baraita was cited in support of Rabbi Ami's interpretation, the Gemara asks: In what way

¹⁰⁷ is it taught in the baraita in accordance with the opinion of Rabbi Ami? The Gemara explains that support for Rabbi Ami's opinion is found in that which is taught in the baraita, as Rabbi Akiva mentions the following distinction: Whether he performed levirate betrothal or whether he did not perform levirate betrothal. This indicates that Rabbi Eliezer's statement is referring to a yevama with whom he performed levirate betrothal.

¹⁰⁸ Alternatively, support can be derived from the first clause of the baraita, which teaches: Once she enters his jurisdiction, she is fully under his authority. If the baraita is referring to a situation where he did not betroth her in levirate betrothal, in what sense is she fully under his authority? Deduce from it that the situation is one in which he has performed levirate betrothal.

¹⁰⁹ The Gemara then asks with regard to the baraita itself. What is the meaning of the phrase: And just as in other matters there is no such distinction, so too with regard to vows, that Rabbi Akiva teaches in the baraita? Rava said: This is what Rabbi Akiva is teaching: Do you not concede that one is not liable to be punished with stoning for adulterous relations with a yevama as he would be if she

were a betrothed young woman? The status of the relationship is inferior to proper marriage, as one who engages in sexual intercourse with a yevama does not incur the death penalty. Accordingly, the authority of the yavam with regard to vows is also inferior.

¹¹⁰ Rav Ashi said: The mishna (74a) is also precisely formulated to indicate this, as it teaches: A yevama is not her husband's full-fledged wife in the same manner that a betrothed woman is her husband's full-fledged wife.

¹¹¹ MISHNA: One who says to his wife: All vows that you will vow from now until I arrive from such and such a place are hereby ratified, has not said anything, i.e., the vows are not ratified. However, if he states that all vows that she will take until then are hereby nullified, Rabbi Eliezer said: They are nullified, while the Rabbis say: They are not nullified. Rabbi Eliezer said in explanation: If one can nullify vows that have reached the status of a prohibition, i.e., that have already taken effect, shall he not be able to nullify vows that have not reached the status of a prohibition?

¹¹² The Rabbis said to him in response: The verse states: "Every vow, and every binding oath to afflict the soul, her husband may ratify it, or her husband may nullify it" (Numbers 30:14). This teaches: That which has reached the status of eligibility for ratification, i.e., a vow that she has already taken, has reached the status of eligibility for nullification. However, a vow that has not reached the status of eligibility for ratification has not reached the status of eligibility for nullification either, and it cannot be nullified.

¹¹³ GEMARA: A dilemma was raised before the Sages: According to Rabbi Eliezer, do the vows that the husband nullifies in advance take effect momentarily and are then canceled immediately after? Or perhaps they do not take effect at all. The Gemara inquires: In what case is there a difference between these possibilities?

¹¹⁴ The Gemara answers: There is a difference in a case where another person associated his own vow with this vow. If someone else heard her vow and declared his vow to be like hers, the status of his vow depends on this question. If you say that such vows take effect, then the association of the other person's vow takes effect. If you say that such vows do not take effect at all, then the vow of the other person has no substance, as the vow with which he associated it never existed.

¹¹⁵ What, then, is Rabbi Eliezer's opinion? Come and hear the mishna: Rabbi Eliezer said: If one can nullify vows that have reached the status of a prohibition, shall he not nullify vows that have not reached the status of a prohibition? Learn from it that such vows do not take effect at all, as they are described as not having reached the status of a prohibition.

¹¹⁶ The Gemara rejects this conclusion: Does the mishna teach using the words: That do not reach the status of a prohibition? It teaches: That have not reached the status of a prohibition, which could mean that they have not yet reached the status of a prohibition, but they may take effect, momentarily, when she actually takes the vow.

¹¹⁷ Come and hear a baraita from the Tosefta (Nedarim 6:5): Rabbi Eliezer said to them: And just as in a situation where he cannot nullify his own vows once he has vowed, he can nullify his own vows before he vows by stipulating beforehand that the vows he takes should not take effect, all the more so in a situation where he can nullify his wife's vows even after she vows, is it not logical that he should be able to nullify his wife's vows before she vows?

¹¹⁸ The Gemara explains the proof: What, is it not referring to where his wife's vows are similar to his own in that just as his vows, which were nullified in advance, do not take effect at all, so too the vows of his wife do not take effect at all when nullified in advance? The Gemara rejects this: No, this case of his nullifying his own vows prior to taking them is as it is, and that case of his nullifying her vows prior to her taking them is as it is; the similarity between the two cases is sufficient for an a fortiori inference, but they are not similar in all respects.

¹¹⁹ Come and hear a baraita: They said to Rabbi Eliezer: Your a fortiori inference is flawed, as can be seen from this example: And just as with regard to a ritual bath, which elevates the impure from their ritual impurity when they immerse in it but does not save the pure from becoming impure if they come into contact with impurity after immersion, so too, with regard to a person, who does not elevate the impure from their impurity, e.g., when a person swallows a ritually impure object and then immerses in a ritual bath, the object remains impure, is it not logical that he should not save pure items from becoming impure? When one who has swallowed a ritually pure object comes into contact with impurity, the object he has swallowed should also become impure. This is not the case, as a swallowed object does not become impure when the person who swallowed it does. Therefore the a fortiori argument is flawed, and one cannot derive from the ability to change a status, like the husband's ability to nullify his wife's vows or the ability of the ritual bath to render something ritually pure, that the source of the change can also prevent a change of status or preserve that status.

¹²⁰ However, learn from this baraita that, according to Rabbi Eliezer, vows nullified by the husband from the outset do not take effect at all, as the Rabbis' objection presumes that according to Rabbi Eliezer, the vows do not take effect at all. Their argument is based on the analogy between preemptive nullification and preemptive prevention of impurity. Preemptive prevention of impurity is understood to be saving an item from ever becoming impure and analogously, preemptive nullification is understood to be preventing a vow from ever taking effect.

¹²¹ The Gemara rejects this conclusion and refers back to the baraita. Say the latter clause of that baraita: They said to Rabbi Eliezer: If one immerses an impure vessel to purify it, shall one immerse a vessel in advance so that when it will become impure it will then be purified? Learn from this clause of the baraita that according to Rabbi Eliezer, vows nullified preemptively take effect momentarily and are then immediately nullified. The Rabbis' objection is that according to Rabbi Eliezer, prior immersion should purify an item that momentarily became impure.

¹²² The Gemara rejects this conclusion: One could say that the Rabbis could not determine the reasoning of Rabbi Eliezer, and this is what they said to him: What do you hold? If you hold that preemptively nullified vows take effect momentarily and are then nullified, then the example of a vessel will be your refutation, i.e., will serve to refute your opinion. If you do not hold that they take effect, but rather that they do not take effect at all, then the example of a ritual bath will be your refutation.

¹²³ Come and hear: Rabbi Eliezer said to them: And just as ritually impure seeds, once one has sown them in the ground, become pure, then with regard to those which are already sown and then come into contact with impurity, should they not all the more so be pure? Similarly, vows that have been preemptively nullified should be nullified, since a husband can nullify vows after they have been taken. Learn from this baraita that according to Rabbi Eliezer preemptively nullified vows do not take effect at all, just as seeds that were already sown do not become impure at all.

¹²⁴ The Gemara comments: And the Rabbis, do they not teach halakhot based upon an a fortiori inference of this sort? But isn't it taught in a baraita: Can a person sell his daughter as a maidservant when she is a young woman? You can say an a fortiori inference to show that he cannot: A maidservant who was already sold goes free upon becoming a young woman; with regard to one who has not been sold, is it not logical that she cannot be sold once she already is a young woman? This baraita shows that the Rabbis do utilize similar a fortiori inferences.

¹²⁵ The Gemara answers: Yes, generally they do teach halakhot based upon an a fortiori inference of this type, but here it is different, as the verse states: "Her husband may ratify it, or her husband may nullify it" (Numbers 30:14). The Rabbis interpret this to mean: That which has become eligible for ratification, i.e., a vow that she has already taken, has become eligible for nullification. However, that which has not become eligible for ratification, i.e., a vow she has not yet taken, has not become eligible for nullification.

¹²⁶ MISHNA: The nullification of vows can be performed all day on the day on which the vow was heard. There is in this matter both a leniency, extending the nullification period, and a stricture, curtailing that period.

¹²⁷ How so? If a woman took a vow on Shabbat evening, her father or husband can nullify the vow on Shabbat evening, and on Shabbat day until dark. This is an example of extending the nullification period. However, if she took a vow with nightfall approaching, her father or husband can nullify the vow only until nightfall, since, if it became dark and he had not yet nullified her vow, he cannot nullify it anymore. This is an example of a curtailed nullification period.

¹²⁸ GEMARA: It is taught in a baraita: The nullification of vows can be performed all day on the day on which the vow was heard. Rabbi Yosei, son of Rabbi Yehuda, and Rabbi Elazar, son of Rabbi Shimon, said: A vow can be nullified for a twenty-four-hour period from the time it was heard. The Gemara asks: What is the reason for the opinion of the first tanna? The Gemara answers: Since the verse states: "But if her husband make them null and void on the day that he hears them" (Numbers 30:13), he derives that the husband can nullify his wife's vow only until the end of the day on which he hears the vow.

¹²⁹ The Gemara asks: And with regard to the Rabbis, Rabbi Yosei, son of Rabbi Yehuda, and Rabbi Eliezer, son of Rabbi Shimon, what is their reason? The Gemara answers: It is written: "From day to day" (Numbers 30:15), which indicates that a vow can be nullified from a particular hour on one day until the same hour on the following day.

¹³⁰ The Gemara asks: And according to the first tanna, isn't it written: "From day to day"? The Gemara answers: That verse is necessary, as if it had said only "on the day that he hears them," I would say that during the day, yes, he can nullify vows, but at night he is not able to. Therefore, it is written: "From day to day," to teach that nullification can be performed even between one day and the next, i.e., night.

¹³¹ The Gemara asks: And according to the one who said that "from day to day" indicates a twenty-four-hour period for nullification, isn't it written: "On the day that he hears them?" The Gemara explains here, too: That verse was necessary, as if it had written only "from day to day," I would say that he can nullify a vow for her until the same day in the following week, i.e., he can nullify her vow during the entire period from one Sunday to the next Sunday. Therefore, it is written: "On the day

that he hears them” to teach that nullification is limited to a period of a single day of twenty-four hours.

¹³² Rabbi Shimon ben Pazi said that Rabbi Yehoshua ben Levi said: The halakha is not in accordance with that pair [zug], Rabbi Yosei, son of Rabbi Yehuda, and Rabbi Eliezer, son of Rabbi Shimon, who hold that one has an entire twenty-four-hour period to nullify vows. Rather, one can nullify only on that day, as stated in the mishna. The Gemara relates: Levi thought to act in accordance with the opinion of those two tanna'im. Rav said to him: So said my uncle [ḥavivi], Rabbi Ḥiyya: The halakha is not in accordance with that pair.

¹³³ The Gemara relates that when a case of dissolving a vow was brought before Ḥiyya bar Rav, he would shoot an arrow [gira] and examine the vow at the same time. In other words, he would not examine the case in great depth, but would immediately dissolve it. Similarly, Rabba bar Rav Huna would sit to review the vow and stand immediately, without conducting a comprehensive examination.

¹³⁴ § We learned in a mishna elsewhere (Shabbat 157a): A father or husband may nullify his daughter's or his wife's vows on Shabbat and one may request from a halakhic authority to dissolve vows that are for the purpose of Shabbat. A dilemma was raised before the Sages: May one nullify vows on Shabbat only when they are for the purpose of Shabbat, or may one perhaps nullify vows on Shabbat even when they are not for the purpose of Shabbat?

¹³⁵ Come and hear the baraita that Rav Zuti from the school of Rav Pappi taught: Vows may be nullified on Shabbat only for the purpose of Shabbat. Rav Ashi said: We did not learn that way in the mishna here. The mishna teaches: If she took a vow with nightfall approaching, her father or husband can nullify the vow for her only until nightfall. And if you say that with regard to nullification of vows that are for the purpose of Shabbat, yes, he may nullify those vows, but nullifications that are not for the purpose of Shabbat, no, he may not, why does the tanna specify nightfall? After all, even during the day he may not nullify that which is not for the purpose of Shabbat.

¹³⁶ The Gemara rejects this conclusion: Nullification on Shabbat is subject to a dispute between tanna'im: Nullification of vows can be performed all day on the day that the vow was heard. And Rabbi Yosei, son of Rabbi Yehuda, and Rabbi Elazar, son of Rabbi Shimon, said: A vow can be nullified for a twenty-four-hour period from the time it was heard.

¹³⁷ According to the one who says all day, yes, one can nullify vows all day, but not more than that; he may nullify on Shabbat even when it is not for the purpose of Shabbat, since otherwise, he could not nullify a vow taken on Shabbat at all. According to the one who says that one can nullify her vows for a twenty-four-hour period, that which is for the purpose of Shabbat, yes, he may nullify, but that which is not necessary for Shabbat, he may not nullify, as he can do so after Shabbat.

¹³⁸ § The mishna from tractate Shabbat teaches: And one may request from a halakhic authority to dissolve vows that are for the purpose of Shabbat. A dilemma was raised before the Sages: Is this specifically when those who took the vows did not have the opportunity to request dissolution of the vows before Shabbat, or perhaps it is the case even when they did have the opportunity? The Gemara responds: Come and hear: It happened that the Sages attended to the dissolution of the vows of the son of Rav Zutra, son of Rav Zeira, on Shabbat, even for vows that they had the opportunity to dissolve while it was still day, before Shabbat had begun.

¹³⁹ Rav Yosef thought to say: With regard to requesting that a halakhic authority dissolve vows on Shabbat, yes, requesting of a single expert is permitted on Shabbat, but requesting of three laymen is not permitted on Shabbat, because it looks like a court judgment, which may not be performed on Shabbat.

¹⁴⁰ Abaye said to him: Since we hold that vows may be dissolved even while the halakhic authority is standing, and even by relatives, and even at night, it does not look like a judgment. Since it is not regarded as an act of a court, vows may be dissolved on Shabbat even by three laymen.

¹⁴¹ Rabbi Abba said that Rav Huna said that Rav said: The halakha is that one can nullify vows at night. The Gemara asks: But this is already stated in the mishna: If a woman took a vow on Shabbat evening, her father or husband can nullify the vow on Shabbat evening; why would Rav Huna need to state his halakha? Rather, say that Rav's ruling was as follows: The halakha is that one can request that a halakhic authority dissolve a vow at night.

¹⁴² Rabbi Abba said to Rav Huna: Did Rav say that? Rav Huna said to him: Rav was silent [ishtik] when this ruling was stated in his presence. Rabbi Abba said to him: Did you say: He was silent [ishtik], indicating that he accepted this ruling, or did you say: He was drinking [shatei], and was therefore preoccupied, so that his silence did not necessarily indicate agreement?

¹⁴³ In order to clarify Rav's opinion on the issue, the Gemara cites Rav Ika bar Avin who said: Rav attended to the dissolution of a vow made by Rabba,

¹⁴⁴ in a side room [kitona] of the study hall, while standing, alone and at night.

¹⁴⁵ Rabba said that Rav Nahman said: The halakha is that one can request the dissolution of vows even when the halakhic authority is standing or alone, i.e., without a court of three, as long as he is a halakhic authority, and that one can do so at night, on Shabbat, and by relatives, and even when those requesting dissolution on Shabbat had the opportunity to do so while it was still day, i.e., before Shabbat.

¹⁴⁶ The Gemara raises a difficulty with this ruling: Can a judge dissolve a vow while standing? But it is taught in a baraita that Rabban Gamliel alighted from a donkey, and wrapped himself in his shawl in the customary manner of a judge, and sat, and dissolved a man's vow for him. If one can dissolve a vow while standing, why did he sit? The Gemara explains: Rabban Gamliel holds that one must broach dissolution based on regret. In other words, a halakhic authority does not dissolve vows directly, but must prompt the one who took the vow to concede that he regrets having taken the vow in the first place. We require that the vow be uprooted, and he needed to examine the case; therefore, he sat down. But Rav Nahman holds that one need not broach dissolution based on regret, and therefore a halakhic authority can dissolve the vow even while standing.

¹⁴⁷ Rava said to Rav Nahman: Master, see that Sage who came from the West, Eretz Yisrael, and who said: The Sages attended to the dissolution of a vow taken by the son of Rav Huna bar Avin, and they dissolved his vow and said to him: Go and request mercy for yourself, for you have sinned by taking a vow. As Rav Dimi, the brother of Rav Safra teaches: With regard to anyone who takes a vow, even if he fulfills it, he is called a sinner. Rav Zevid said: What verse teaches this? It is: "But if you refrain to vow, it will be no sin in you" (Deuteronomy 23:23). It may be inferred that if you did not refrain from taking vows, there is sin.

¹⁴⁸ § It is taught in a baraita: One who says to his wife: Any vows which you will vow, I do not want [ee efshi] you to vow, or one who wants to nullify a vow and says: This is not a vow, has not said anything, as this is not a valid formula of nullification. If he says: You have done well, or: There are none like you, or: If you had not taken a vow, I, myself, would have taken a vow to obligate you in this, his statement is substantial, and the vow is ratified.

¹⁴⁹ A man should not say to his wife when nullifying her vows on Shabbat: It is nullified for you, or: It is canceled for you, in the manner that he would say to her on weekdays. Rather, he should say to her, if she took a vow to refrain from food or drink: Take this and eat it, or: Take this and drink it, and the vow is canceled on its own. Rabbi Yoḥanan said: And he must also cancel the vow in his heart; simply telling her to eat or drink is not sufficient.

¹⁵⁰ It is taught in a baraita: Beit Shammai say: On Shabbat he cancels the vow in his heart and on a weekday he articulates the nullification with his lips. And Beit Hillel say: Both in this case and in that case, i.e., whether on Shabbat or a weekday, it is sufficient if he cancels the vow in his heart, and he need not articulate with his lips.

¹⁵¹ § Rabbi Yoḥanan said: A halakhic authority who pronounced his dissolution of a vow with language appropriate to a husband, i.e., he said the word nullified instead of dissolved, or a husband who pronounced his nullification of a vow with language appropriate to a halakhic authority, i.e., he said the word dissolved instead of nullified, has not said anything. Each of them has the authority to cancel a vow only in the particular manner allotted to him.

¹⁵² As it is taught in a baraita: The verse “This is the thing which the Lord has commanded” (Numbers 30:2) indicates that the husband’s nullification, which is the topic of the subsequent verses, must be done specifically in this way. The Sages concluded that a halakhic authority dissolves a vow, but a husband does not dissolve it. As, one might have thought: And just as a halakhic authority, who cannot nullify vows, nevertheless dissolves them, so too with regard to a husband, who can nullify vows, is it not logical that he should also dissolve them? Therefore, the verse states:

¹⁵³ “This is the thing” (Numbers 30:2), to teach that the husband nullifies vows and a halakhic authority dissolves vows, but a husband does not dissolve them. It is taught in another baraita: The phrase “this is the thing” teaches that a husband nullifies vows but a halakhic authority does not nullify vows. As, one might have thought: Just as a husband, who cannot dissolve vows, nevertheless nullifies them, so too with regard to a halakhic authority, who can dissolve vows, is it not logical that he should also nullify them? Therefore, the verse states: “This is the thing,” to teach us that a husband nullifies vows, but a halakhic authority does not nullify them.

¹⁵⁴ It is taught in a baraita: It is stated here, with regard to vows: “This is the thing,” and it is stated elsewhere: “Speak to Aaron, and to his sons, and to all the children of Israel, and say to them: This is the thing which the Lord has commanded, saying” (Leviticus 17:2), in the verse introducing the prohibition against slaughtering offerings outside of the Temple courtyard. Just as with regard to offerings slaughtered outside the Temple courtyard, the verse is directed to Aaron and his sons and all of Israel, so too, the portion in the Torah about vows is directed to Aaron and his sons and all of Israel. And just as here, with regard to vows, the verse states: “And Moses spoke to the heads of the tribes of the children of Israel” (Numbers 30:2), so too, there, with regard to offerings slaughtered outside the Temple courtyard, Moses spoke to the heads of the tribes.

¹⁵⁵ The Gemara asks: With regard to the Torah portion on vows, for what halakha is the verbal analogy between it and slaughtering offerings outside the Temple courtyard taught? Rav Aḥa bar Ya'akov says: The verbal analogy is the source to authorize three laymen to dissolve vows. The Gemara raises a difficulty: But isn't it written: "The heads of the tribes"? Rav Ḥisda said, and some say it was Rabbi Yoḥanan: From the phrase "the heads of the tribes" the Sages derive that vows can also be dissolved by a single expert.

¹⁵⁶ The Gemara then asks the corresponding question about the other passage. The verbal analogy connects "the heads of the tribes" to offerings slaughtered outside of the Temple courtyard. For what halakha is this connection made? Rav Sheshet said: This connection is made in order to say that there is a concept of requesting dissolution of consecration of consecrated property.

¹⁵⁷ The Gemara asks: According to Beit Shammai, who say that there is no possibility of requesting from a halakhic authority to cancel the consecration of consecrated property, the treatment of the verse "the heads of the tribes" as if it were written also about offerings slaughtered outside the Temple courtyard serves to teach what halakha? The Gemara answers: Beit Shammai do not have a tradition of interpreting the verses in accordance with this verbal analogy.

¹⁵⁸ The Gemara asks: Since Beit Shammai do not use this verbal analogy, for what purpose is "this is the thing," in the portion on vows, written? The Gemara answers: It is written to say that only a halakhic authority dissolves vows, but a husband does not dissolve them; a husband nullifies vows, but a halakhic authority does not nullify them.

¹⁵⁹ According to Beit Shammai, for what purpose is written the phrase "this is the thing," found in the portion on offerings slaughtered outside of the Temple courtyard? The Gemara answers: It is written to say that one is liable for slaughtering outside, but one is not liable for pinching the neck of a bird-offering outside the Temple courtyard, although that is the way it would be killed if it were a valid offering in the Temple.

¹⁶⁰ The Gemara asks: But according to Beit Shammai, who do not accept the verbal analogy between vows and the prohibition against slaughtering offerings outside of the Temple courtyard, from where do we derive the source to authorize three laymen to dissolve vows? The Gemara answers: Beit Shammai derive it from the explanation given to Rav Asi bar Natan.

¹⁶¹ This is as it is written: "And Moses declared the Festivals of the Lord to the children of Israel" (Leviticus 23:44). And it is taught in a baraita: Rabbi Yosei HaGelili says: The Festivals are stated, but Shabbat, which commemorates Creation, is not stated with them. Ben Azzai says: The Festivals are stated, but the portion on vows is not stated with them.

¹⁶² The Gemara relates that Rav Asi bar Natan had a difficulty with this baraita. He came to Neharde'a to ask about it before Rav Sheshet, but he did not find him there. He pursued him to Meḥoza and said to him: How can the baraita say that the Festivals of the Lord were stated, but Shabbat, which commemorates Creation, was not stated with them?

¹⁶³ But Shabbat is written with them in the portions of the Torah about the Festivals (Leviticus 23:3; Numbers 28:9–10). And furthermore, can it be said that the Festivals of the Lord are stated, but the portion on vows (Numbers, chapter 30) is not stated with them? Isn't it next to one of the portions in the Torah detailing the halakhot of the Festivals (Numbers, chapters 28–29)? Rav Sheshet said to him: This is what Rabbi Yosei HaGelili's statement in the baraita is teaching:

¹⁶⁴ The Festivals of the Lord require sanctification by the court, as the Festival dates are established by the court's determination of the New Moon, whereas Shabbat, which commemorates Creation, does not require sanctification by the court. Shabbat is sanctified every week independent of any court decision.

¹⁶⁵ As for ben Azzai's statement, it should be understood as follows: The Festivals of the Lord require an expert, as the start of the month, which is dependent upon the appearance of the new moon, which in turn determines the Festivals, can be established only by a court composed of experts. But the portion on vows does not require an expert, i.e., vows can be dissolved even by a court of laymen. This explanation of the baraita given to Rav Asi bar Natan also serves to explain Beit Shammai's source for the halakha that three laymen can dissolve vows.

¹⁶⁶ The Gemara raises a difficulty: But in the portion on vows the phrase "the heads of the tribes" (Numbers 30:2) is written. How, then, can it be said that vows can be dissolved by laymen? Rav Ḥisda said, and some say it was Rabbi Yoḥanan: From "the heads of the tribes," the Sages derive that vows can be dissolved by a single expert by himself, but three laymen also have that ability.

¹⁶⁷ § Rabbi Ḥanina says: A husband who is silent and does not formally nullify his wife's vow in order to annoy [lemeikat] her, but intends to nullify it later, can nullify it even from now until ten days later. Rava raised an objection to this from a baraita: When did they say that if the husband of a betrothed young woman dies, the authority to nullify the woman's vows reverts to the father? The authority reverts to the father when the husband did not hear of her vow, or when he heard and was silent, or when he heard and nullified it and died on the same day. But if he heard and ratified it, or if he heard and was silent and died on the following day, he, the father, cannot nullify the vow.

¹⁶⁸ What, is the phrase: Heard and was silent, not referring even to one who is silent in order to annoy her, and nevertheless nullification is only possible that day, contradicting the opinion of Rabbi Ḥanina? The Gemara answers: No, the baraita is referring to one who is silent in order to sustain the vow. The Gemara asks: If so, this is the same as: Or he heard and ratified, mentioned earlier in the baraita. Rather, the baraita is referring to one who is silent without any specific intent, as opposed to the husband who is silent in order to annoy his wife, whose intent is to nullify the vow.

¹⁶⁹ Rav Ḥisda raised an objection from a different baraita: In some ways the halakha is more stringent in ratification than in nullification, and in other ways it is more stringent in nullification than in ratification. The stringency in ratification of vows is

¹⁷⁰ that silence ratifies a vow, but silence does not cancel, i.e., nullify, a vow. If the husband ratified a vow in his heart, it is ratified, but if he nullified it in his heart, it is not nullified. The baraita adds: If he ratified a vow he can no longer nullify it; and similarly, if he nullified a vow he can no longer ratify it. In any case, the baraita teaches that silence ratifies a vow. What, is it not referring even to one who is silent in order to annoy his wife?

¹⁷¹ The Gemara rejects this interpretation: No, it is referring to one who is silent in order to sustain the vow. The Gemara asks: If so, this is the same as: If the husband ratified a vow in his heart, it is ratified. Rather, the phrase in the baraita: Silence ratifies a vow, is referring to a case where the husband is silent without specifying his intent.

¹⁷² Relating to the baraita, the Gemara asks: We found how the halakha is more stringent in ratification of vows than in nullification of vows, but where do we find a case in which the halakha is

more stringent in nullification than in ratification? Rabbi Yoḥanan says: One can request from a halakhic authority dissolution of the ratification of a vow his wife took, but one cannot request dissolution of the nullification of a vow.

¹⁷³ Rav Kahana raised an objection to the opinion of Rabbi Ḥanina that a husband who is silent about his wife's vow in order to annoy her can nullify it even several days later. A baraita teaches: "But if her husband altogether hold his peace at her from day to day, then he causes all her vows to be ratified" (Numbers 30:15). The verse is speaking of one who is silent in order to annoy his wife. Do you say that the verse is referring to one who is silent in order to annoy her, or it is referring only to one who is silent in order to ratify the vow?

¹⁷⁴ The baraita continues: When it says, in the continuation of the same verse: "He has ratified them, because he held his peace at her on the day that he heard them" (Numbers 30:15), the verse is speaking of one who is silent in order to ratify the vow. How do I realize the meaning of: "If her husband altogether holds his peace at her"? It must be that the verse is speaking of one who is silent in order to annoy his wife, and that this is also considered an act of ratification. This baraita is a conclusive refutation [teyuveta] of Rabbi Ḥanina's opinion.

¹⁷⁵ The Gemara asks about this baraita: And let the tanna interpret this part of the verse as referring to one who is silent in order to ratify the vow, and that part of the same verse as referring to one who was silent without specifying his intent, as the Gemara suggests above in explanation of the baraita? The Gemara answers: Superfluous verses are written about silence, leading to the conclusion that whatever the reason for the husband's silence, the vow is ratified.

¹⁷⁶ Rava raised a further objection to the opinion of Rabbi Ḥanina, from a mishna (76b): If she took a vow on Friday with nightfall approaching, her father or husband can nullify the vow only until nightfall, since, if it became dark and he had not yet nullified her vow, he cannot nullify it anymore. Why should this be so? Let the fact that the husband refrained from nullifying the vow out of respect for Shabbat be regarded like one who is silent in order to annoy his wife, who, according to Rav Huna, can still nullify the vow later. The fact that this is not the case is a conclusive refutation of the opinion of Rabbi Ḥanina.

¹⁷⁷ Rav Ashi also raised an objection to Rabbi Ḥanina's opinion, from another mishna (87b): If a husband or father said, after failing to nullify a vow on the day he heard it: I know that there are vows, but I do not know that there are those who can nullify vows, i.e., he was unaware that he can nullify a vow, he can nullify it even after the day he heard it. However, if he said: I know there are those who nullify, but I refrained from nullifying the vow because I do not know that this is considered a vow that I could nullify, Rabbi Meir says: He cannot nullify at this point, but the Rabbis say: Even in this case he can nullify the vow when he discovers his error.

¹⁷⁸ Rav Ashi asks rhetorically: But why may he not nullify according to Rabbi Meir's opinion? Let his silence by mistake be like that of one who is silent in order to annoy, who, according to Rabbi Ḥanina, can nullify the vow at a later stage. This is a conclusive refutation of Rabbi Ḥanina's opinion.

Chapter 11

¹ MISHNA: And these are the vows that he, the husband or father, can nullify: The first category consists of matters that involve affliction for the woman who took the vow. For example, if a woman vowed: If I bathe, or: If I do not bathe; if she vowed: If I adorn myself [etkashet], or: If I do not adorn myself.

² Rabbi Yosei said: These are not vows of affliction. Rather, these are vows of affliction: For example, if she said: The produce of the entire world is konam for me as if it were an offering, he can nullify the vow, as it certainly involves affliction. If, however, she said: The produce of this country is konam for me, he cannot nullify the vow, as it does not involve affliction, since he may still bring her produce from another country. Similarly, if she said: The produce of this storekeeper is konam for me, he cannot nullify her vow, as he may still bring her produce from another storekeeper. But if he can obtain his sustenance only from him, that particular storekeeper, he can nullify the vow. This is the statement of Rabbi Yosei.

³ GEMARA: The Gemara raises a question with regard to the ruling of the mishna: Is it only vows of affliction that he can nullify, whereas vows that do not involve affliction he cannot nullify? But isn't it taught in a baraita: The verse "These are the statutes that the Lord commanded Moses, between a man and his wife, between a father and his daughter" (Numbers 30:17) teaches that a husband can nullify any of his wife's vows that adversely affect the relationship between him and her, even if they do not involve affliction?

⁴ The Sages say in response: In fact, he can nullify both these and those. There is, however, a difference between them. When he nullifies vows of affliction, he nullifies them forever, i.e., the vows remain nullified even if they subsequently divorce. But when he nullifies vows that do not involve affliction but merely impact upon their relationship, then, while they are married and she is under his authority it is an effective nullification, but when he divorces her, her vow takes effect upon her, i.e., his nullification is no longer effective. As stated, this is referring to vows concerning matters that adversely affect the relationship between him and her, that do not involve affliction. However, if he nullifies a vow that affects their relationship and also involves affliction, her vow does not take effect upon her even after she leaves her husband's authority.

⁵ The Gemara asks: And as for vows concerning matters that do not involve affliction, when a man divorces his wife, do they really take effect upon her? But didn't we learn in a mishna with regard to a woman who prohibited her handiwork to her husband by way of a vow (85a) that Rabbi Yoḥanan ben Nuri says: Even though the vow is presently invalid, as a woman cannot render forbidden to her husband that to which he is already entitled, he should nevertheless nullify the vow? This is because perhaps he will one day divorce her, at which point the vow will take effect and she will then be forbidden to him, since he will be unable to remarry her lest he come to benefit from her handiwork. Apparently, however, if he divorces her after having nullified her vow from the outset, before their divorce, it is a permanent nullification, and although the vow does not involve affliction it remains nullified after their divorce.

⁶ Consequently, the Sages say a different answer: With regard to both these and those, vows of affliction and vows adversely affecting the relationship between them, when the husband nullifies the vow, it is a permanent nullification. Rather, the difference between them is as follows: Vows of

affliction he can fully nullify, both with respect to himself and with respect to others, i.e., the vow remains nullified even if he divorces her and she marries another man. Whereas vows that do not involve affliction but still adversely affect the relationship between him and her he can permanently nullify with respect to himself, but he cannot nullify with respect to others; if she marries another man, the vow takes effect. And according to this explanation, this is what the mishna is teaching: These are the vows that he can nullify both for himself and for others: Vows that involve affliction.

⁷ § The mishna teaches that, according to the first tanna, a woman's vow: If I bathe, falls into the category of vows of affliction, whereas Rabbi Yosei disagrees and says that this is not a vow of affliction. The Gemara asks: As the phrase: If I bathe, is not the main substance of the vow, but rather the woman wishes to prohibit herself from deriving a certain benefit depending on whether or not she bathes, with regard to what case is the mishna speaking? If we say that she said: The produce of the world is konam for me if I bathe, why, according to the first tanna, does she need nullification at all to prevent her affliction? Let her not bathe and this produce of the world will not be forbidden to her.

⁸ And furthermore, this explanation is problematic for a different reason: With regard to a vow of this type, would Rabbi Yosei say that these are not vows of affliction? There is certainly room for concern that perhaps she will bathe and the produce of the world will be forbidden to her, a situation that certainly entails deprivation.

⁹ But rather, explain that she said: The benefit of bathing is konam for me forever if I bathe. And it is due to that reason that he may nullify her vow, as what can she do if there is no nullification? If she bathes, the benefit of bathing is thereby forbidden to her. And if she does not bathe, she will suffer temporary disfigurement [nivvula]. And Rabbi Yosei, who maintains that this is not a vow of affliction, maintains that it is possible for her not to bathe, as we are not concerned about her disfigurement.

¹⁰ The Gemara raises a difficulty: If so, let the mishna teach like this: Rabbi Yosei says that this condition does not involve affliction, as the content of the vow itself is irrelevant, since she can fulfill the condition.

¹¹ The Gemara offers another explanation: Rather, explain that she said: The benefit of bathing is konam for me forever if I bathe today. And Rabbi Yosei maintains that nothing will happen if she refrains from bathing today, as the disfigurement resulting from not bathing for one day is not called disfigurement.

¹² The Gemara asks: You have adequately answered the expression: If I bathe, but as for the vow: If I do not bathe, what are the circumstances? If we say that she said: The benefit of bathing shall be forbidden to me forever if I do not bathe today, why does she need nullification at all? Let her bathe today and nothing will be forbidden. Rav Yehuda said: The mishna is referring to a case where she said: The benefit of bathing is forbidden to me forever if I do not bathe in foul water in which flax was soaked. The husband can nullify this vow, as it will make her repulsive, which is a form of disfigurement.

¹³ The Gemara raises an objection: In that case, you must similarly explain that which the tanna teaches: If I do not adorn myself, to mean: The benefit of adorning myself is forbidden to me forever if I do not do something repulsive, e.g., if I do not adorn myself with naphtha [nest]. But this cannot be, as such a substance is filthy and the term adornment cannot be applied to it at all.

¹⁴ Rather, Rav Yehuda said that the mishna is referring to a case where she said: The benefit of bathing is forbidden to me forever if I bathe today, and I take an oath that I will not bathe today. Through a combination of her vow and her oath she has rendered it prohibited for her to bathe forever. The situation is similar if she said: The benefit of adornment is forbidden to me forever if I adorn myself today, and I take an oath that I will not adorn myself today.

¹⁵ Ravina said to Rav Ashi: According to this explanation, this tanna of the mishna should have taught: These are the vows and oaths that he can nullify. Rav Ashi said to him: Teach so in the mishna: These are the vows and oaths. And if you wish, say instead that oaths are also included in the category of vows. As we learned in a mishna (9a): If one said: Like the vows of the wicked, he has vowed with respect to becoming a nazirite, and with regard to bringing an offering, and with regard to taking an oath. This shows that an oath can also be called a vow.

¹⁶ § The Gemara asks: And do the Rabbis, i.e., the first tanna, mean to say with regard to bathing that when she does not bathe it involves affliction? The Gemara raises a contradiction from a baraita that states: Although one is prohibited from performing any of the five activities associated with affliction on Yom Kippur, i.e., eating or drinking, bathing, anointing, engaging in sexual intercourse, and wearing leather shoes, one is punished with karet only when one eats or drinks or performs prohibited labor alone. And if you say that when a woman does not bathe there is affliction, and for this reason a husband may nullify such a vow taken by his wife, then if one bathes on Yom Kippur, he should be liable to receive karet, in accordance with the verse “For whatever person shall not be afflicted on that same day, he shall be cut off [venikhreta] from his people” (Leviticus 23:29), as he has failed to observe this form of affliction.

¹⁷ Rava said: The meaning of the affliction in each case may be learned from the context of the verse. With regard to Yom Kippur, where it is written: “On the tenth of the month you shall afflict your souls” (Leviticus 16:29), the reference is to a matter for which one knows and feels the affliction right now, on Yom Kippur itself, i.e., abstention from food and drink, which is felt within a short period of time. One who abstains from bathing, however, does not know and feel the affliction now, but only later. By contrast, with regard to vows, where it is written: “Every vow and every binding oath to afflict the soul, her husband may uphold it, or her husband may nullify it” (Numbers 30:14), the reference is to a matter that leads to affliction, and if she does not bathe for an extended period of time, it eventually leads to affliction.

¹⁸ § The Gemara raises a contradiction between this statement of Rabbi Yosei and another statement of Rabbi Yosei. It was taught in a baraita: In the case of a spring belonging to the residents of a city, if the water was needed for their own lives, i.e., the city’s residents required the spring for drinking water, and it was also needed for the lives of others, their own lives take precedence over the lives of others. Likewise, if the water was needed for their own animals and also for the animals of others, their own animals take precedence over the animals of others. And if the water was needed for their own laundry and also for the laundry of others, their own laundry takes precedence over the laundry of others. However, if the spring water was needed for the lives of others and their own laundry, the lives of others take precedence over their own laundry.

¹⁹ Rabbi Yosei disagrees and says: Even their own laundry takes precedence over the lives of others, as the wearing of unlaundered clothes can eventually cause suffering and pose a danger. The Gemara

clarifies the difficulty presented by this baraita: Now, if with regard to laundry, Rabbi Yosei said that refraining from laundering one's clothes involves pain and affliction,

²⁰ is it not all the more so the case that if one does not bathe, which affects the entire body, Rabbi Yosei would agree that he will suffer pain? The Gemara refutes this argument: The Sages say in response: Yes, the pain of refraining from laundering one's clothes is stronger, according to Rabbi Yosei, than the pain of not washing one's body. As Shmuel said: Grime on one's head leads to blindness, and grime on one's clothes leads to madness, whereas grime on one's body leads to boils and sores, which are less serious than madness and blindness. Based on this it may be suggested that according to Rabbi Yosei, soiled clothing presents a greater danger than an unwashed body.

²¹ § With regard to this issue, the Gemara relates that the Sages sent the following message from there, i.e., Eretz Yisrael, to Babylonia: Be careful with regard to grime, as it can lead to disease and sickness. Be careful to learn Torah in the company of others, rather than study it alone. And be careful with regard to the education of the sons of paupers, as it is from them that the Torah will issue forth. As it is stated: "Water shall flow from his branches [midalyav]" (Numbers 24:7), which is expounded to mean: From the poor ones [midalim] among him, as it is from them that the Torah, which may be compared to water, will issue forth.

²² With regard to a similar matter, the Gemara inquires: And for what reason is it not common for Torah scholars to give rise to Torah scholars from among their sons? Why are Torah scholars generally born to paupers, who are not Torah scholars themselves? Rav Yosef said: This is so that they should not say the Torah is their inheritance. Therefore, it is unusual to find that all the sons of a Torah scholar are also Torah scholars. Rav Sheshet, son of Rav Idi, said: This is so that they should not be presumptuous [yitgadderu] toward the community, with the knowledge that they will be Torah scholars like their fathers. Mar Zutra said: Because they take advantage of their fathers' standing to lord over the community and are punished for their conduct. Rav Ashi said: Because they call ordinary people donkeys.

²³ Ravina says: They are punished because they do not first recite a blessing over the Torah before commencing their studies. As Rav Yehuda said that Rav said: What is the meaning of that which is written: "Who is the wise man that may understand this, and who is he to whom the mouth of the Lord has spoken, that he may declare it, for what the land is perished and laid waste like a wilderness, so that none passes through" (Jeremiah 9:11)? This matter, the question as to why Eretz Yisrael was destroyed, was asked of the Sages, i.e., "the wise man," and of the prophets, "he to whom the mouth of the Lord has spoken," but they could not explain it.

²⁴ The matter remained a mystery until the Holy One, Blessed be He, Himself explained why Eretz Yisrael was laid waste, as it is written in the next verse: "And the Lord said: Because they have forsaken My Torah which I set before them, and have not obeyed My voice, nor walked therein" (Jeremiah 9:12). It would appear that "have not obeyed My voice" is the same as "nor walked therein." Rav Yehuda said that Rav said: The expression "nor walked therein" means that they do not first recite a blessing over the Torah, and they are therefore liable to receive the severe punishments listed in the verse.

²⁵ § Returning to the issue of laundering clothes, the Gemara relates that it once happened that Isi bar Yehuda did not come to the academy of Rabbi Yosei for three straight days. Vardimus, son of Rabbi Yosei, found him and said to him: What is the reason that the Master did not come to Father's

academy these three days? He said to him: When I do not know your father's reasoning, how can I come? Vardimus said to him: Let the Master say what he, my father, is saying to him; perhaps I know his reasoning. He said to him: With regard to that which is taught in a baraita: Rabbi Yosei says that their own laundry takes precedence over the lives of others, from where do we have a verse that teaches this halakha?

²⁶ Vardimus said to him: As it is written with regard to the Levite cities: "And their open land shall be for their animals and for their substance, and for all their beasts" (Numbers 35:3). What is the meaning of "their beasts"? If we say an actual beast, there is a difficulty, as isn't a beast included in the category of animal, which has already been mentioned in the verse? Rather, what is the meaning of "their beasts [hayyatam]"? It means their actual lives [hiyyuta]. This, however, is difficult, as it is obvious that the Levites received their cities in order to live their lives there. Rather, is it not referring to laundering clothes, as there is the pain caused by the grime on one's unwashed clothes? Since it is vitally necessary for their well-being, laundering the clothing of the city's residents takes precedence over the lives of others.

²⁷ § With regard to the vows: If I bathe, and: If I do not bathe, and: If I adorn myself, and: If I do not adorn myself, Rabbi Yosei said in the mishna that these are not vows of affliction. A dilemma was raised before the Sages: According to Rabbi Yosei, what is the halakha as to whether the husband can nullify these vows as matters that adversely affect the relationship between him and her? The Gemara suggests: Come and hear a resolution to this question from what Rabbi Yosei said: These are not vows of affliction, which indicates, however, that they are matters that affect the relationship between him and her.

²⁸ The Gemara refutes this proof: Perhaps Rabbi Yosei was speaking to the Rabbis in accordance with their own opinion, as follows: According to my opinion, they are not even matters that affect the relationship between him and her. But according to your opinion, that you say that they are vows of affliction, agree with me at least that these are not vows of affliction. In other words, one should not infer from the phrasing of Rabbi Yosei's response to the Rabbis that he holds that these vows are concerning matters that affect the relationship between him and her, as he was merely countering the claim of the Rabbis that they are vows of affliction.

²⁹ The question therefore remains: What does Rabbi Yosei maintain in this regard? Rav Adda bar Ahava says: He can nullify these vows as matters between him and her, whereas Rav Huna says: He cannot nullify them.

³⁰ And it cannot be argued that if the woman refrains from bathing or adorning herself, it will negatively impact on her relationship with her husband, as we do not find a fox dying in the earth of the lair to which it is accustomed. Similarly, a husband who is accustomed to his wife will not come to avoid engaging in sexual intercourse with her merely because she has not bathed.

³¹ The Gemara comments that it is taught in a baraita in accordance with the opinion of Rav Adda bar Ahava: Vows taken by a woman concerning matters that involve affliction the husband can nullify, whether they relate to matters between him and her or to matters between her and others. As for vows concerning matters that do not involve affliction, if they relate to matters between him and her, he can nullify them, but if they relate to matters between her and others, he cannot nullify them. How so? If she said: Produce is konam for me, he can nullify the vow, as it falls into the category of vows of affliction. If, however, she said: I will not prepare anything for my father, as that is konam

for me or: For your brother, or: For your father, or: For my brother, or: I will not place straw before your animal, or: I will not place water before your cattle, he cannot nullify such vows, as they do not touch upon the relationship between husband and wife, nor do they cause her affliction.

³² A wife said: I will not paint my eyes, as that is konam for me; I will not rouge [efkos] my cheeks, as that is konam for me; or: I will not engage in sexual intercourse, as that is konam for me. If she made any of these statements, her husband can nullify them, as they are matters that adversely affect the relationship between him and her.

³³ A wife said: I will not make your bed, as that is konam for me; or: I will not prepare your cup for you, mixing your wine with water, as that is konam for me; or: I will not wash your face, your hands, or your feet, as that is konam for me. If she made these statements, her husband need not nullify these vows. They do not take effect, since she is obligated to perform these tasks as part of her marital duties.

³⁴ Rabban Gamliel says: He should nevertheless nullify such vows, as it is stated: "He shall not profane his word" (Numbers 30:3), which teaches that it is improper for one to take a vow and not fulfill it. The Gemara presents another interpretation of the verse: Alternatively, the verse states: "He shall not profane his word," from here it may be derived that a halakhic authority cannot dissolve his own vows.

³⁵ After having cited the entire baraita, the Gemara proceeds to analyze the relevant component: Of whom have we heard that he said that if a woman says: I will not paint my eyes, as that is konam for me, or: I will not rouge my cheeks, the vows fall into the category of matters that adversely affect the relationship between him and her? It is Rabbi Yosei, as the Rabbis, who disagree with him, maintain that they are vows of affliction, and the baraita teaches that the husband can nullify such vows as matters that adversely affect the relationship between him and her. Therefore, the baraita supports Rav Adda bar Ahava's understanding of the opinion of Rabbi Yosei.

³⁶ The Master said in the baraita that if the woman said: I will not engage in sexual intercourse, as that is konam for me, her husband can nullify the vow as an example of matters that adversely affects the relationship between him and her. The Gemara raises a question: What are the circumstances of the case? If we say that she said: The benefit of my engaging in intercourse with you is forbidden to you, why do I need the husband's nullification at all? She is obligated to engage in intercourse with him by the very nature of their marriage, and it is not within her power to release herself from this duty by means of a vow. Rather, the baraita must refer to a case where she said: The benefit of your engaging in intercourse with me is forbidden to me, and it is in accordance with the opinion of Rav Kahana.

³⁷ As Rav Kahana said that if a woman says: The benefit of my engaging in intercourse with you is forbidden to you, he can compel her to have relations with him. If, however, she said: The benefit of your engaging in intercourse with me is forbidden to me, he must nullify her vow. Why must the husband nullify it if she is obligated to have relations with him? It is because we do not feed a person something that is forbidden to him. Although she cannot release herself from her duty, since she prohibited herself from deriving pleasure from the act, she may not engage in sexual intercourse, as it would entail forbidden pleasure.

³⁸ The Gemara asks: Who is the tanna who taught that which is taught in a baraita: With regard to matters that are permitted, but others were accustomed to treat them as a prohibition, you are not

allowed to treat them as permitted in a manner that may cause the negation of their custom, as it is stated: “He shall not profane his word” (Numbers 30:3). The verse indicates that any vow in which a person renders a matter forbidden to himself, i.e., “his word,” is considered a quasi-vow, which may not be profaned. The Gemara presents another interpretation of the verse: Alternatively, the verse states: “He shall not profane his word”; from here it may be derived that a halakhic authority cannot dissolve his own vows. Whose opinion is this? It is that of Rabban Gamliel, who maintains that a man should nullify his wife’s vow even if it does not actually take effect.

³⁹ Rava raised a dilemma before Rav Naḥman: If a woman took a vow that sexual intercourse with her husband is forbidden to her, then, according to the Rabbis, is it a vow of affliction or does it fall within the category of matters that adversely affect the relationship between him and her? Rav Naḥman said to him: You learned the answer to this question in a mishna (90b): And if a woman said: I am removed from the Jews, i.e., the benefit of my engaging in intercourse is forbidden to all Jews,

⁴⁰ her husband must nullify his part, i.e., the part of the vow that affects him, so that she will be permitted to him, and she may engage in intercourse with him, but she is removed from all other Jews, so that if he divorces her, she is forbidden to everyone. And if you say that this is a vow of affliction, why should she be removed from all other Jews? Wasn’t it already established that when a husband nullifies a vow of affliction for his wife, he nullifies it not only with respect to himself but with respect to others as well? Rather, learn from here that such vows are under the category of matters that adversely affect the relationship between him and her, and therefore he can nullify it only with respect to himself.

⁴¹ The Gemara notes: According to the Rabbis, you still have the dilemma, because the mishna dealing with a woman who says: I am removed from the Jews, was taught by Rabbi Yosei. As Rav Huna said: Our entire chapter is in accordance with the opinion of Rabbi Yosei. From where do we know this? Since the mishna teaches: Rabbi Yosei says that these are not vows of affliction, why does it need to teach further, at the end of the mishna: He can nullify the vow; this is the statement of Rabbi Yosei? Learn from this that from this point forward, the rest of the mishna is in accordance with the opinion of Rabbi Yosei. Accordingly, this mishna teaches us only the opinion of Rabbi Yosei, not that of the Rabbis.

⁴² § Shmuel said in the name of Levi: A husband can nullify all vows of affliction for his wife, except for the vow: Benefit from me is konam for so-and-so, which he cannot nullify, as it is entirely between her and another person. But if she says: Benefit derived from so-and-so is konam for me, he can nullify the vow, as it considered a vow of affliction, since she might one day need that person and be unable to avail herself of his services due to her vow.

⁴³ The Gemara raises an objection from that which we learned in the mishna: If she said: The produce of this country is konam for me, he cannot nullify the vow, as it does not involve affliction, since he can still bring her produce from another country. This vow is similar to a vow by which she prohibits herself from deriving benefit from another person. Why, then, does Shmuel say that the husband cannot nullify it? Rav Yosef said: The mishna is referring to a woman who said in her vow: That you bring. In other words, she did not prohibit herself from deriving benefit from the produce of that country entirely, but only from the produce that her husband himself would bring her. She may still enjoy that produce if it is brought to her by someone else or if she brings it for herself.

⁴⁴ The Gemara raises another objection from the next clause of the mishna: Come and hear: If the woman took a vow saying: The produce of this storekeeper is konam for me, her husband cannot nullify the vow. But didn't Shmuel say that if a woman prohibits herself from benefiting from a certain person, her husband can nullify the vow? The Gemara answers: Here too, the mishna is referring to a case where she said in her vow: The produce that you bring from this storekeeper is konam for me.

⁴⁵ The Gemara questions this resolution: But the continuation of the mishna states: But if the husband can obtain his sustenance only from him, i.e., that particular storekeeper, he can nullify his wife's vow. And if you say that this is referring to a case where the woman said in her vow: The fruit that you bring from this storekeeper is konam for me, why can the husband nullify her vow? Other people can bring her the fruit on his behalf. Rather, from the fact that the latter clause of the mishna must be dealing with a case where the woman renders all fruit forbidden to herself, even that which the husband does not bring her, the first clause must also refer to a case where the woman renders forbidden even the fruit that she herself brings, and nevertheless the husband cannot nullify the vow. Therefore, the objection raised against Shmuel remains.

⁴⁶ Rather, the Gemara retracts its previous answer and explains the matter as follows: In the first clause the husband cannot nullify his wife's vow, and the case is one where she renders forbidden even the fruit that she herself brings.

⁴⁷ And the mishna is in accordance with the opinion of Rabbi Yosei, who is more restrictive in his definition of affliction. As Rav Huna said: Our entire chapter is in accordance with the opinion of Rabbi Yosei. Shmuel, on the other hand, rules in accordance with the opinion of the Rabbis. And what does Rabbi Yosei mean when he says that the husband cannot nullify his wife's vows? He means that he cannot nullify them as vows of affliction, but he can nullify them as vows that adversely affect the relationship between him and her.

⁴⁸ § Rav Yehuda said that Shmuel said: In a case where a woman vowed that two loaves are forbidden to her, and if she abstains from one of them she would deprive herself, as it is a fine-quality loaf, and if she abstains from the other one she would not deprive herself, as it is a poor-quality loaf, then, since the husband can nullify the vow with regard to the loaf that would cause her to deprive herself, like any other vow of affliction, he can also nullify the vow with regard to the loaf that would not cause her to deprive herself. And Rav Asi said that Rabbi Yoḥanan said: The husband can nullify the vow with regard to the loaf that would cause her to deprive herself, but he cannot nullify the vow with regard to the loaf that would not cause her to deprive herself.

⁴⁹ And some say a different version of this dispute, according to which Rav Asi raised a dilemma before Rabbi Yoḥanan: In a case where a woman vowed not to eat from two loaves of bread, and if she abstains from one of them she would deprive herself, and if she abstains from the other one she would not deprive herself, what is the halakha? Rabbi Yoḥanan said to him: The husband can nullify the vow with regard to the loaf that would cause her to deprive herself, but he cannot nullify the vow with regard to the loaf that would not cause her to deprive herself.

⁵⁰ Rav Asi raised an objection against Rabbi Yoḥanan from the following mishna (Nazir 23a): With regard to a woman who vowed to be a nazirite, and she transgressed her vow and drank wine or became impure by coming into contact with the dead,

⁵¹ she incurs [sofeget] the forty lashes, the penalty for one who transgresses a Torah prohibition, as she violated the terms of her nazirite vow. If her husband nullified the vow for her, but she did not know that he nullified it for her, and she drank wine or became impure through contact with the dead, she does not incur the forty lashes. She did not commit a transgression, as her nazirite vow was nullified.

⁵² And if you say that the husband can nullify the vow with regard to the loaf that would cause her to deprive herself, but he cannot nullify the vow with regard to the loaf that would not cause her to deprive herself, the same reasoning should apply to a nazirite vow: Perhaps the husband nullified for her the vow that rendered wine forbidden to her, as she suffers pain when she refrains from drinking it. But as for her vow that rendered grape seeds and grape skins forbidden to her, he did not nullify it for her, as she suffers no pain when she abstains from them. And since even grape seeds and grape skins are forbidden to a nazirite, if the woman ate of them, she should receive the forty lashes, even if her husband nullified her vow.

⁵³ Rav Yosef said: Here it is different, as naziriteship cannot take effect partially. Since one cannot be a nazirite and accept only some of the prohibitions of naziriteship, the husband's nullification cancels the entire vow. In the case of an ordinary vow, on the other hand, the husband can nullify only the part that causes his wife suffering.

⁵⁴ Abaye said to him: The wording of your statement suggests that naziriteship cannot take effect partially, but that an offering is brought for partial observance of naziriteship. Rather, Abaye said that one should say as follows: Naziriteship cannot take effect partially, and no offering is brought for partial observance of naziriteship.

⁵⁵ The Gemara raises an objection from the following statement: With regard to a woman who vowed to be a nazirite and she designated her animal for her nazirite offering, and afterward her husband nullified her vow for her, she must bring a bird sin-offering but she does not bring a bird burnt-offering. And if you say that no offering is brought for partial observance of naziriteship, why must she bring a bird sin-offering?

⁵⁶ The Gemara rejects this argument: But rather, what will you say? That an offering is brought for partial observance of naziriteship? If so, she should be required to bring three animals as offerings, a sin-offering, a burnt-offering, and a peace-offering, in accordance with the halakha governing a nazirite who has completed the period of his vow. Rather, say as follows: Actually, no offering is brought for partial observance of naziriteship, and as for the bird sin-offering that she must bring, this is because a bird sin-offering can be brought in a case of uncertainty. She must therefore bring a sin-offering for the partial naziriteship that she observed.

⁵⁷ Rav Asi raised an objection against the opinion of Rabbi Yoḥanan from the following baraita: With regard to a woman who vowed to be a nazirite and she became ritually impure through contact with the dead, and afterward her husband nullified her vow for her, she must bring a bird sin-offering but does not bring a bird burnt-offering. And if you say that the husband can nullify the vow with regard to the loaf that would cause her to deprive herself, but he cannot nullify the vow with regard to the loaf that would not cause her to deprive herself, the same reasoning should apply here:

⁵⁸ Perhaps the husband nullified for her the vow that rendered wine forbidden to her, as she suffers pain when she refrains from drinking it. But as for her vow that impurity imparted by the dead is forbidden to her, he did not nullify it for her, as she suffers no pain by not becoming impure through

contact with the dead. Why, then, does she not bring the offerings that must be brought by a nazirite who became ritually impure through contact with the dead? This implies that since the husband can nullify a vow with regard to a matter that would cause her to deprive herself, he can also nullify a vow with regard to a matter that would not cause her to deprive herself.

⁵⁹ The Gemara rejects this argument: The Sages say in response that a woman who vows that impurity imparted by the dead is forbidden to her also suffers pain as a result. How so? As it is written: “And the living shall lay it to his heart” (Ecclesiastes 7:2), and it is taught in a baraita that Rabbi Meir would say: What is the meaning of that which is written: “And the living shall lay it to his heart”? This means that one who eulogizes others when they die will in turn be eulogized when he himself dies; one who weeps for others will be wept for when he himself passes away; and one who buries others will himself be buried upon his passing. A woman who cannot participate in the funerals of others because she is barred from contracting impurity through contact with a corpse is distressed by the thought that she will receive similar treatment when she dies. Therefore, her vow involves affliction and can be nullified by her husband. The conclusion is that this case does not present a difficulty for Rabbi Yoḥanan.

⁶⁰ MISHNA: If a woman vowed: The property of other people is konam for me, and for that reason I will not benefit from it, her husband cannot nullify her vow, but nevertheless, if she is poor, she may benefit from the agricultural gifts that must be left for the poor: Gleanings, i.e., isolated stalks that fell during the harvest; forgotten sheaves; and produce of the corners [pe’a] of the field that the owner is obligated to leave for the poor. Enjoyment of these gifts is not considered as benefit derived from people, as these gifts are not given voluntarily out of the kindness of the donors, but in the performance of a mitzva.

⁶¹ If one said: I will not let priests and Levites benefit from me, as that is konam for me, they can take the priestly and Levitical gifts from him against his will. If, however, he said: I will not let these specific priests and these specific Levites benefit from me, as that is konam for me, they are taken by others.

⁶² GEMARA: The mishna teaches that if a woman vowed not to derive benefit from people, her husband cannot nullify her vow. The Gemara infers from this halakha: Apparently, this is because the woman can be sustained from his, i.e., her husband’s, property, without having to take from others. This proves by inference that in this context a husband is not included in her reference to people, as, although she mentioned people in her vow, she did not mean to prohibit herself from deriving benefit from her husband. The Gemara asks: But say the latter clause of that same part of the mishna, which states: But she may benefit from gleanings, forgotten sheaves, and pe’a. This implies that she may derive benefit from the gifts given to the poor, but she may not eat from property belonging to her husband. Apparently, a husband is in fact included in her reference to people, and she may not benefit from him either.

⁶³ Ulla said: Actually, a husband is not included in her reference to people, and there is no contradiction. Rather, the mishna provides two reasons why he cannot nullify his wife’s vow. The first reason, which is merely implied by the mishna, is that she can be sustained by her husband. And furthermore there is the stated reason, that he cannot nullify the vow because she may benefit from gleanings, forgotten sheaves, and pe’a.

⁶⁴ Rava said the opposite: Actually, a husband is included in her reference to people, and therefore his wife may not benefit from him. And when the mishna states the halakha, it employs the style known as: What is the reason, and it should be understood as follows: What is the reason that the husband cannot nullify his wife's vow? Because she may benefit from gleanings, forgotten sheaves, and pe'a.

⁶⁵ Rav Naḥman said: Actually, a husband is not included in her reference to people, and her vow not to derive benefit from all people does not include him, which is why he cannot nullify it. And this is what the mishna is teaching: The husband cannot nullify his wife's vow, because even if she becomes divorced and can no longer derive benefit from her husband, as he is now included in her reference to people, she may still benefit from gleanings, forgotten sheaves, and pe'a.

⁶⁶ Rava raised an objection to the opinion of Rav Naḥman: And is a husband not included in her reference to people? But didn't we learn otherwise in a mishna (90b): If a woman said: I am removed from the Jews, i.e., the benefit of intercourse with me is prohibited to all Jews, her husband must nullify his part, i.e., the part that affects him. She would be permitted to him, and she may engage in intercourse with him, but she is removed from all other Jews, so that if he divorces her, she is forbidden to all.

⁶⁷ The Gemara explains the difficulty: If you say that the husband is included in this vow, it follows that he can nullify his part, as it is a vow that adversely affects the relationship between him and her, but the vow is not permanently nullified; if they divorce she is removed from all Jews, including him. But if you say a husband is not included in her reference to people, then it is not a vow that touches upon their personal relationship, but rather it is a vow of affliction, and he can nullify it for her forever.

⁶⁸ Rav Naḥman responded: I could say to you that in general a husband is not included in her reference to people, but here it is different, as it is clear that the woman means to include her husband in the vow, as she means to render forbidden to herself a matter that is otherwise permitted to her and not to render forbidden to herself intercourse with men other than her husband, which is in any case forbidden to her. Therefore, she certainly intended to render herself forbidden to her husband.

⁶⁹ § The mishna teaches that if a woman took a vow prohibiting herself from benefiting from people, she may nevertheless benefit from gleanings, forgotten sheaves, and pe'a. The Gemara notes that the mishna does not teach that she may benefit from these gifts and also from poor man's tithe. The Gemara asks: But isn't it taught in a baraita that she may benefit from these gifts and also from poor man's tithe?

⁷⁰ Rav Yosef said: This is not difficult, as the matter is the subject of a tannaitic dispute. This baraita that says that the woman may derive benefit even from poor man's tithe reflects the opinion of Rabbi Eliezer, whereas that mishna, which does not mention poor man's tithe, reflects the opinion of the Rabbis, as we learned in a mishna (Demai 4:3): Rabbi Eliezer says: A person need not actually set aside, nor even designate by name, the poor man's tithe of doubtfully tithed produce [demai], i.e., produce purchased from an am ha'aretz, one who is not diligent in separating tithes, as poor man's tithe has no sanctity, and a poor man cannot claim it from him, since he cannot offer proof that this produce in fact has the status of poor man's tithe.

⁷¹ And the Rabbis say: He must designate poor man's tithe by name, but he need not actually set it aside and give it to anyone, as a poor person cannot claim the tithe without bringing proof that he has

a right to it. Rav Yosef now suggests: What, is it not that according to the one, i.e., the Rabbis, who says that the uncertainty as to whether or not poor man's tithe had been separated by the am ha'aretz renders the produce forbidden as untithed produce [tevel], and therefore the owner of the produce must designate the poor man's tithe by name, he holds that the owner of the produce has the benefit of discretion, meaning that he may give the poor man's tithe to the poor person of his choice. And since he has the benefit of discretion, the option that a woman who vowed not to benefit from people should take poor man's tithe is ineffective, as she would be receiving benefit from the owner of the tithe, since he could have given it to someone else.

⁷² Rav Yosef continues: And according to the one, i.e., Rabbi Eliezer, who says that he need not designate poor man's tithe by name, he holds that the uncertainty as to whether or not poor man's tithe had been separated by the am ha'aretz does not render the produce forbidden as untithed produce. And whenever the case is that uncertainty does not render the produce forbidden as untithed produce, the owner does not have the benefit of discretion and does not choose to which poor person he will give it. And therefore one who vowed not to benefit from people is permitted to derive benefit from poor man's tithe, as he is not receiving it from anyone.

⁷³ Abaye said to him: This proof is not conclusive, as it may be that everyone agrees that the uncertainty as to whether or not poor man's tithe had been separated by the am ha'aretz renders the produce forbidden as untithed produce, and that Rabbi Eliezer and the Rabbis disagree with regard to this issue: Rabbi Eliezer maintains that amei ha'aretz are not suspected of failing to set aside poor man's tithe. Therefore, one who purchases demai from an am ha'aretz need not be concerned that its poor man's tithe might not have been set aside. Rabbi Eliezer maintains this opinion because were the am ha'aretz to declare all his property ownerless and therefore become a poor man, and then take the poor man's tithe himself, he would suffer no loss when he set aside this tithe, and therefore it is assumed that he separated it.

⁷⁴ And the Rabbis maintain that while it is theoretically possible for one to avoid having to actually part from his poor man's tithe, this is uncommon, as a person does not ordinarily declare his property ownerless for this purpose, as he is afraid that perhaps someone else will acquire it in the meantime. Consequently, one who sets aside poor man's tithe from his produce is assumed to incur a loss, and therefore amei ha'aretz are suspected with regard to this tithe. Accordingly, no satisfactory explanation has yet been given as to why the baraita permits a woman who vowed not to derive benefit from people to take poor man's tithe.

⁷⁵ Rava says that it is possible to explain the apparent contradiction between the sources with regard to benefit from poor man's tithe without recourse to a tannaitic dispute: Here, the mishna is referring to poor man's tithe distributed in the owner's house, i.e., poor man's tithe that had not been distributed in the threshing floor but was brought home and must now be distributed to the poor who visit the house, as the term giving is written in the verse with regard to such a tithe: "And you shall give to the Levite, to the stranger, to the orphan, and to the widow" (Deuteronomy 26:12), and the owner is entitled to give the tithe to the poor man of his choice, as the benefit of discretion is conferred upon him. Due to that reason, it is prohibited for one who vowed not to derive benefit from people to derive benefit from this type of poor man's tithe.

⁷⁶ There, however, the baraita is referring to poor man's tithe that is distributed in the threshing floor. Since with regard to such a tithe it is written: "And you shall leave it at your gates" (Deuteronomy

14:28), the owner cannot designate it for a particular person, and any poor person who comes by may take it from him. As the owner lacks the benefit of discretion, one who vows not to benefit from people is permitted to benefit from this poor man's tithe.

⁷⁷ § The mishna teaches that if one said: I will not let priests and Levites benefit from me, they can take the priestly and Levitical gifts from him against his will. The Gemara notes: Apparently, the benefit of discretion to give his teruma and tithes to the priest or Levite of his choice is not considered to have monetary value. The priests and Levites can take the gifts from the owner of the produce against his will, and the latter is not regarded as having conferred benefit upon them.

⁷⁸ But say the latter clause of the mishna, which states that if the person said: I will not let these specific priests and these specific Levites benefit from me, these gifts are taken by others. But these priests and Levites specified in his vow may not take these gifts. Apparently, this ruling indicates that the benefit of discretion is considered to have monetary value, and therefore the owner can prohibit specific priests or Levites from deriving benefit from him.

⁷⁹ Rav Hoshaya said: This is not difficult; this second ruling is in accordance with the opinion of Rabbi Yehuda HaNasi, and that first ruling is in accordance with the opinion of Rabbi Yosei, son of Rabbi Yehuda, as it is taught in a baraita: If one steals another's untithed produce and eats it, he must pay him the value of his untithed produce, i.e., the full value of what he stole. This is the statement of Rabbi Yehuda HaNasi. Rabbi Yosei, son of Rabbi Yehuda, disagrees and says: He pays him only the value of the non-sacred produce it contained. The thief does not have to pay him the value of the teruma and tithe included in the untithed produce, as these portions do not belong to the owner of the produce. What, is it not the case that they disagree about this:

⁸⁰ That Rabbi Yehuda HaNasi holds that the benefit of discretion is considered to have monetary value, and therefore a thief must pay the full value of the untithed produce. The owner has monetary rights in the priestly and Levitical gifts, by virtue of the fact that he may give his teruma and tithes to the priest and Levite of his choice. And Rabbi Yosei, son of Rabbi Yehuda, holds that the benefit of discretion is not considered to have monetary value, meaning that the owner of the produce has no monetary rights whatsoever in the teruma and tithes included in the untithed produce.

⁸¹ The Gemara rejects this explanation: No, as everyone agrees that the benefit of discretion is not considered to have monetary value. Rather, here they disagree with regard to whether priestly and Levitical gifts that have not yet been separated are considered as if they have already been separated, meaning the dispute is whether the untithed produce is categorized as a mixture of regular produce and tithes, or as a non-sacred category in and of itself. If they are not seen as having already been separated, the thief must restore everything he took. But if they are regarded as having already been separated, then the thief returns only the non-sacred portion of the produce, as the priestly and Levitical gifts did not belong to the owner.

⁸² The Gemara counters this argument: But if the benefit of discretion is not considered to have monetary value, what is the difference to me if the gifts have already been separated, and what is the difference to me if they have not yet been separated? Either way, the owner of the produce has no monetary rights in the portions of teruma and tithes contained in the untithed produce.

⁸³ Rather, one must explain that this is the reasoning of Rabbi Yehuda HaNasi: The Sages penalized the thief so that he would not steal again by requiring him to repay the full value of what he stole, despite the fact that the owner of the untithed produce has no monetary rights in the teruma and tithes

included in it. And Rabbi Yosei, son of Rabbi Yehuda, holds that the Sages penalized the owner of the produce, awarding him only the value of the non-sacred portion of the produce, so that in the future he would not delay with his untithed produce, but rather separate its teruma and tithes as soon as the produce is harvested. Had he set aside and distributed the gifts promptly they would not have been stolen.

⁸⁴ Rava said that there is another way to reconcile the apparent contradiction in the mishna: As stated, the second case, where the person prohibits specific priests and Levites from benefiting from him, indicates that the benefit of discretion is considered to have monetary value. However, teruma is different, as this is the reason that priests can take teruma from him against his will in a case where one prohibited all priests from deriving benefit from him: Because teruma is fit only for priests, and since he came to render it prohibited to them, he made it, for him, like mere dust. If this teruma, which certainly cannot be eaten by Israelites, is now forbidden to priests as well, the owner has effectively removed it from his own possession. Therefore, the priests do not derive any benefit from him if they take it.

⁸⁵ MISHNA: If a woman said: I will not produce anything for my father, as that is konam for me, or: For your father, or: For my brother, or: For your brother, her husband cannot nullify such vows, as they do not fall under the category of vows that adversely affect the relationship between him and her. By contrast, if she said: I will not produce anything for you, including the work that she is obligated to do for him according to the terms of her marriage contract, as that is konam for me, her husband need not nullify the vow at all. It is automatically void, since she is obligated to perform those tasks.

⁸⁶ Rabbi Akiva says: He should nevertheless nullify the vow, as perhaps she will exceed the required amount of work and do more for him than is fitting for him to receive. If she does more than the fixed amount of work that a woman is obligated to perform for her husband, the vow will be valid with respect to the excess to which he is not entitled, and he might inadvertently come to benefit from something that is forbidden to him.

⁸⁷ Rabbi Yoḥanan ben Nuri also says that he should nullify the vow, but for a different reason: Perhaps he will one day divorce her, at which point the vow will take effect and she will then be forbidden to him forever, i.e., he will be unable to remarry her, lest he come to benefit from her labor.

⁸⁸ GEMARA: Shmuel said: The halakha is in accordance with the opinion of Rabbi Yoḥanan ben Nuri. The Gemara asks: Is this to say that Shmuel maintains that a person can consecrate an entity that has not yet come into the world? According to Rabbi Yoḥanan ben Nuri, her vow is valid with respect to things she will do after her divorce, even though at present she is not divorced and she has not yet produced anything. And the Gemara raises a contradiction from a mishna (Ketubot 58b): If one consecrates his wife's earnings,

⁸⁹ she may work and sustain herself from her earnings, as the consecration is ineffective. And with regard to the surplus earnings, i.e., if she produced more than she needs for her sustenance, Rabbi Meir says the surplus becomes consecrated property, whereas Rabbi Yoḥanan HaSandlar says that it is non-sacred. And Shmuel said that the halakha is in accordance with the opinion of Rabbi Yoḥanan HaSandlar. Apparently, Shmuel's opinion is that a person cannot consecrate an entity that has not yet come into the world, and therefore a man cannot consecrate earnings that his wife will produce only in the future.

⁹⁰ And if you would say that when Shmuel is saying that the halakha is in accordance with the opinion of Rabbi Yoḥanan ben Nuri he was saying only that the halakha is such with regard to the surplus, there is a difficulty. One might say that since Rabbi Yoḥanan ben Nuri disagrees with Rabbi Akiva, he apparently maintains that a woman's surplus earnings belong to her husband, and therefore she cannot render them forbidden to him through a vow, and it is only with respect to this point that Shmuel said that the halakha is in accordance with the opinion of Rabbi Yoḥanan ben Nuri. If this is the case, there is no contradiction between his ruling here and his ruling in Ketubot that the halakha with regard to one who consecrates his wife's earnings is in accordance with the opinion of Rabbi Yoḥanan HaSandlar.

⁹¹ But if so, let Shmuel clearly say: The halakha is in accordance with the opinion of Rabbi Yoḥanan ben Nuri with regard to the surplus. Alternatively, he could have said that the halakha is in accordance with the opinion of the first tanna, who also maintains that the surplus belongs to the husband. Alternatively, he could have said that the halakha is not in accordance with the opinion of Rabbi Akiva, who asserts that the surplus belongs to the wife.

⁹² Rather, Rav Yosef said that the apparent contradiction between Shmuel's rulings can be resolved in the following manner: Although one cannot consecrate an entity that has not yet come into the world, konamot are different; since a person can prohibit to himself another's produce by means of a konam, even though one cannot consecrate another's produce to the Temple, he can also prohibit to himself an entity that has not yet come into the world. With regard to consecration, however, a person cannot dedicate to the Temple treasury something that is not currently in his possession, and he cannot consecrate an entity that has not yet entered the world, either.

⁹³ Abaye said to him: This is no proof at all. Granted, a person can prohibit another's produce to himself, since a person can prohibit his own produce to another. But does it follow that he can also prohibit an entity that has not yet come into the world to another person, seeing that a person cannot prohibit another's produce to that other person, as he has jurisdiction neither over the produce nor over the person to whom he wishes to prohibit it? Yet in the mishna here the woman prohibits her future earnings, which do not yet exist, to another person, i.e., her husband.

⁹⁴ Rather, Rav Huna, son of Rav Yehoshua, said: Here the mishna is dealing with a woman who says: My hands are consecrated to the One Who made them. Therefore, the case does not involve the issue of an entity that has not yet come into the world, as her hands are already in the world.

⁹⁵ The Gemara challenges this interpretation: And if she said her vow like this, are they consecrated and forbidden? But aren't her hands pledged to her husband, to do the work she is obligated to perform for him? The Gemara answers: The mishna is referring to a woman who said: The vow will take effect when I become divorced. The Gemara raises a difficulty: She is not divorced now in any event, and from where is it learned that when she says her vow like this, the vow is effective? How is it learned that she can consecrate something in such a manner that it will become consecrated only in the future?

⁹⁶ Rabbi Ila said: And what is the halakha if one person says to another before selling him a field: This field that I am selling to you now, when I will buy it back from you, let it be consecrated? Is the field not consecrated when it is repurchased? In similar fashion, a woman can consecrate her future handiwork, even though the sanctity cannot presently take effect.

⁹⁷ Rabbi Yirmeya objects to this comparison: Are the two cases comparable? When a person says: Let this field that I am selling to you now be consecrated when I buy it back from you, now at least the field is still in his possession, and he can therefore consecrate it now, stipulating that the consecration should take effect only when it returns to his ownership. As for the woman, however, is it currently in her power to consecrate her handiwork? At present it does not belong to her. This case is comparable only to that of one who said to another: With regard to this field that I sold to you in the past, when I will buy it back from you, let it be consecrated. In such a case, is the field consecrated when it is repurchased?

⁹⁸ Rav Pappa objects to this comparison: Are the cases comparable? In the case of the sale of a field, the matter is clear-cut, i.e., it is evident that the field belongs absolutely to its new owner, the buyer. In contrast, in the case of a woman, is the matter clear-cut? Even though the husband has rights to his wife's handiwork, he does not own her body. Therefore, this case of a woman is comparable only to that of one person who said to another: With regard to this field that I pledged to you, when I will redeem it back from you, let it be consecrated. Here, the owner retains possession of the field itself, but another person enjoys the right to its fruit. In this case, is the field not consecrated when it is redeemed? Here too, a woman retains ownership of her body and she can consecrate her handiwork, stipulating that the consecration should take effect only after she is divorced.

⁹⁹ Rav Sheisha, son of Rav Idi, objects to this comparison: Are the cases comparable? In the case of a field, it is in the owner's power to redeem it immediately by repaying his debt. But as for a woman, is it in her power to be divorced whenever she chooses? Therefore, this case is comparable only to that of one who said to another: With regard to this field that I pledged to you for ten years, when I will redeem it from you, let it be consecrated. In such a case, even though the owner cannot redeem the field for ten years, is it not consecrated once it is redeemed?

¹⁰⁰ Rav Ashi objects to this comparison: Are the cases comparable? There, in the case of a field, there is a fixed time frame of ten years. But in the case of a woman, is there a fixed time limit, so that she can know in advance when she will be divorced and released from her husband's jurisdiction?

¹⁰¹ Rather, Rav Ashi said that this is the reason Shmuel ruled in accordance with the opinion of Rabbi Yoḥanan ben Nuri: Although a person cannot consecrate an entity that has not yet come into the world, *konamot* are different. They are stringent and take effect in all cases, as their prohibited status is considered akin to inherent sanctity. When one person prohibits another from deriving benefit from a particular item by means of a *konam*, the forbidden item is treated as if it has inherent sanctity. It cannot be redeemed and can never become permitted. Because of its severity, a woman can forbid her handiwork to her husband by means of a *konam*, even though she is obligated to hand over the fruits of her labor to him. And this is in accordance with the opinion of Rava.

¹⁰² As Rava said: Consecration of an item to the Temple, becoming subject to the prohibition of leavened bread on Passover, and the emancipation of a slave abrogate any lien that exists upon them. The lien on that property does not prevent the consecration, the prohibition of leavened bread, or the emancipation of the slave from taking effect. In all three cases, the debtor loses his ownership of the lien property. The same *halakha* applies to a *konam*, whose prohibition has the severity of inherent sanctity. Even though the husband has a right to his wife's handiwork, which could be described as a lien on her hands, that lien is abrogated when she renders her handiwork forbidden to him by means of a *konam*, and therefore the vow must be nullified.

¹⁰³ The Gemara asks: If so, why do I need Rabbi Yoḥanan ben Nuri's stated reason: Perhaps he will one day divorce her? If the woman's *konam* abrogates the husband's lien, the prohibition should take effect immediately. The Gemara answers: Teach that the vow takes effect right away, which is why the husband must nullify it. And furthermore, adds Rabbi Yoḥanan ben Nuri, even if you maintain that the Sages strengthened a husband's lien so that the vow does not take effect immediately, there is another reason to nullify the vow, as perhaps he will one day divorce her.

¹⁰⁴ MISHNA: If a man's wife took a vow and he thought that it was his daughter who had taken a vow, or if his daughter took a vow and he thought that it was his wife who had taken a vow, or if his wife vowed to be a nazirite and he thought that she had vowed to bring an offering, or if she vowed to bring an offering and he thought that she had vowed to be a nazirite, or if she took a vow that figs are forbidden to her and he thought that she had taken a vow that grapes are forbidden to her, or if she took a vow that grapes are forbidden to her and he thought that she had taken a vow that figs are forbidden to her, and he nullified any of these vows, in each case, when he realizes his error with regard to the vow, he must repeat the action and nullify the vow a second time.

¹⁰⁵ GEMARA: With regard to the mishna's ruling that if a man's wife took a vow, but he thought that it was his daughter who had taken the vow and he nullified the vow, he must nullify the vow a second time, the Gemara asks: Is this to say that the phrase "But if her husband disallowed her [*otah*]" (Numbers 30:9) is precise? In other words, does the use of the word *her*, *otah*, indicate that a man can nullify a vow only for the specific woman who took it?

¹⁰⁶ The Gemara comments: But is it not so that with regard to the tears in one's clothing that are made for the dead, as it is written "for," "for," and about which is written: "And David took hold of his garments and rent them, and likewise all the men that were with him, and they wailed, and wept, and fasted until the evening, for Saul, and for Jonathan his son, and for the people of the Lord, and for the house of Israel, because they were fallen by the sword" (II Samuel 1:11–12). The use of the word "for" with regard to each of them indicates that one must make a separate tear in his garment for each person who died.

¹⁰⁷ The Gemara asks: And yet it is taught in a baraita: If they said to him that his father had died and he rent his garment over his death, and afterward it was discovered that it was not his father who died, but his son, he has fulfilled his obligation of rending his garment. This shows that even if a person mistakenly tore his garment for the wrong person he has nevertheless fulfilled the obligation. Here too, if a man nullified the vow of his wife, thinking that it was the vow of his daughter, his nullification should be effective.

¹⁰⁸ The Gemara responds: The apparent contradiction is not difficult. That baraita refers to a case where he received a non-specific report, i.e., he was told that an unspecified relative died. In such a case his obligation to rend his garment has been discharged. And this mishna refers to a case where the bearer of the news mistakenly specified that his daughter had taken the vow, when in reality his wife had. In such a case, his nullification is ineffective.

¹⁰⁹ And it is taught similarly in the following baraita: If they said to him that his father had died and he rent his garment over his death, and afterward it was discovered that it was not his father who died, but his son, he has not fulfilled his obligation of rending his garment. If, however, they said to him that a relative of his had died, and he thought it was his father and he rent his garment over his death, and afterward it was discovered that it was not his father who died, but his son, he has fulfilled

his obligation of rending his garment. This proves that a distinction is made between one who rends his garment relying on a specific report and one who does so following a non-specific report.

¹¹⁰ Rav Ashi says that the discrepancy between the baraitot with regard to the rending of garments can be reconciled in a different manner: Here, the person who rent his garment for the wrong relative realized his error within the time required for speaking the short phrase: Greetings to you, my teacher. Until that time has passed his action is seen as incomplete and can therefore still be modified. There, the mistake was noted only after the time required for speaking a short phrase.

¹¹¹ This case, where you said that he has fulfilled his obligation of rending his garment even though he had initially been told explicitly that his father died, deals with a situation where it was discovered within the time required for speaking a short phrase, i.e., immediately after he rent his garment, that the deceased was his son. However, that case, where you said that he has not fulfilled his obligation of rending his garment, deals with a situation where he became aware of his mistake after the time required for speaking a short phrase, i.e., a short while later.

¹¹² And it is taught in the following baraita: One who has an ill relative in his house, and the latter fainted and lost consciousness, and it seemed to him that the ill person had died and therefore he rent his garment over his assumed death, if it turned out that he had not yet actually died at that point and it was only afterward that he died, the relative has not fulfilled his obligation of rending his garment. And with regard to this baraita, Rabbi Shimon ben Pazi said that Rabbi Yehoshua ben Levi said in the name of Bar Kappara: They taught that he has not fulfilled his obligation of rending only if the ill person died after the time required for speaking a short phrase. But if he passed away within the time required for speaking a short phrase, it is all considered like continuous speech, and his relative has fulfilled his obligation. That is to say, his act of rending is not viewed as complete until the time required for saying a short phrase has elapsed, and until that time has passed the act can still be modified.

¹¹³ The Gemara concludes: And the halakha is: The legal status of a pause or retraction within the time required for speaking a short phrase is like that of continuous speech, and so a person can retract what he first said if he issues the retraction within this period of time after he finished speaking. This principle holds true in almost every area of halakha, except for the case of one who blasphemes God; or in the case of an idol worshipper, who verbally accepts an idol as his god; or one who betroths a woman; or one who divorces his wife. In these four cases, a person cannot undo his action, even if he immediately retracts what he said within the time required for saying a short phrase.

¹¹⁴ MISHNA: If a woman said: Tasting these figs and grapes is konam for me, and her husband upheld her vow with regard to figs, the entire vow is upheld, but if he nullified it with regard to figs it is not nullified until he also nullifies the vow with regard to grapes. If she said: Tasting a fig and tasting a grape are konam for me, these are viewed as two separate vows; if the husband upholds one of the vows it has no effect on the other one.

¹¹⁵ GEMARA: Whose opinion is expressed in the mishna? The Gemara answers: It follows the opinion of Rabbi Yishmael, as it is taught in a baraita: The verse concerning vows that states: "Her husband may uphold it, or her husband may nullify it" (Numbers 30:14), may be expounded as follows. If a woman said: Tasting these figs and grapes is konam for me, and her husband upheld her vow with regard to figs, the entire vow is upheld.

¹¹⁶ But if he nullified it with regard to figs, it is not nullified until he will also nullify the vow for grapes. This is the statement of Rabbi Yishmael. Rabbi Akiva says that the verse states: “Her husband may uphold it, or her husband may nullify it.” Just as the words “may uphold it” [yekimennu] should be understood as if they read: He may uphold part of it [yakim mimmennu], implying that if he upheld part of the vow he has upheld all of it, so too, the words “he may nullify it” [yeferennu] should be understood as if they read: He may nullify part of it [yafer mimmennu]. And Rabbi Yishmael retorts: Is it written: He may nullify part of it, with a mem, as it is written with respect to a husband who upholds the vow? And Rabbi Akiva replies: The verse juxtaposes nullification to upholding; just as upholding means part of it, so too, nullification means part of it.

¹¹⁷ Rabbi Ḥiyya bar Abba said that Rabbi Yoḥanan said: This opinion, that a vow is treated as a single unit, so that the entire vow is upheld even if the husband upheld only a part of it, is the statement of Rabbi Yishmael and Rabbi Akiva. But the Rabbis say: The verse juxtaposes upholding to nullification; just as with regard to nullification, that which he nullified he has nullified, so too, with regard to upholding, that which he upheld he has upheld, but no more.

¹¹⁸ The mishna teaches that if a woman said: Tasting a fig and tasting a grape are konam for me, these are viewed as two separate vows. Rava said: The mishna is in accordance with the opinion of Rabbi Shimon, as Rabbi Shimon said that one is not liable to bring multiple offerings for taking false oaths to multiple people in the same utterance, for example, if he says: I take an oath that I do not have your item, nor yours, nor yours, unless he states an expression of an oath to each and every one of the creditors, for example by stating: I take an oath I do not have yours; I take an oath I do not have yours. Here too, only if she says: Tasting, with respect to each fruit are they viewed as two separate vows.

¹¹⁹ MISHNA: If a man’s wife or daughter took a vow and he failed to nullify the vow on the day he heard it, but afterward he said: I know that there are vows, but I don’t know that there are those who can nullify them, i.e., he was unaware of the possibility of nullifying vows, he can nullify the vow of his wife or his daughter on the day he learned that he can nullify vows. If, however, he said: I know there are those who can nullify vows, but I refrained from nullifying the vow that I heard because I do not know that this is considered a vow, Rabbi Meir says he cannot nullify the vow at this point, but the Rabbis say that even in this case he can nullify the vow on the day that he learned of his mistake.

¹²⁰ GEMARA: The Gemara raises a contradiction from the following baraita: With regard to one who kills unintentionally, the verse states: “Without seeing” (Numbers 35:23), which serves to exclude a blind person from the category of those who are exiled to a city of refuge due to having killed unintentionally, as the verse indicates that it was only in this instance that he did not see, but he is generally able to see. A blind person who kills another unintentionally is considered a victim of circumstances beyond his control. This is the statement of Rabbi Yehuda. Rabbi Meir says the verse serves to include a blind person in the category of those who are exiled, as he too does not see. This shows that Rabbi Meir does not distinguish between different kinds of lack of knowledge, whereas the mishna suggests that he does accept such a distinction. The opposite is true of Rabbi Yehuda, who, unless it is otherwise indicated, is assumed to be Rabbi Meir’s disputant in all places.

¹²¹ Rava said: There is no contradiction here, as the dispute with regard to an unintentional killing is based on divergent interpretations of the verse. Here, the ruling follows from the context of the verse,

and there, the ruling follows from the context of the verse. Rabbi Yehuda maintains that with regard to the exile of an unintentional killer it is written: “And a man who goes into the forest with his neighbor to hew wood” (Deuteronomy 19:5), which serves to include anyone who is capable of entering a forest, and a blind person is also capable of entering a forest. And if you say that the phrase “without seeing” serves to include a blind person, this is already derived from the word “forest,” as he too can enter a forest. Rather, learn from it that the phrase “without seeing” serves to exclude a blind person from the category of unintentional killers who are exiled to a city of refuge.

¹²² By contrast, Rabbi Meir maintains: It is written in that same section: “One who strikes his neighbor without knowledge” (Deuteronomy 19:4), which indicates that the halakha applies to anyone who is capable of knowing the precise location of the people standing about him, but a blind person is not capable of knowing this. And if you say that the phrase “without seeing” serves to exclude a blind person, this is already derived from the words “without knowledge.” Rather, learn from it that the phrase “without seeing” serves to include a blind person in the halakha of exile, not to exclude him.

¹²³ MISHNA: With regard to one who vows that benefit from him is forbidden to his son-in-law, but he nevertheless wishes to give his daughter, i.e., the wife of that same son-in-law, money, then, though he cannot do so directly, as anything acquired by a woman belongs to her husband, he should say to her: This money is hereby given to you as a gift, provided that your husband has no rights to it, but the gift includes only that which you pick up and place in your mouth.

¹²⁴ GEMARA: Rav said that they taught this halakha only in a case where he actually said to her: That which you pick up and place in your mouth is yours. But if he said: Do as you please with the money, his stipulation is of no effect, and the husband acquires the money. And Shmuel says that even if he said: Do as you please with the money, the husband does not acquire it. Rabbi Zeira objects to this statement of Rav:

¹²⁵ In accordance with whose opinion among the tanna'im does Rav's halakha correspond? It is in accordance with the opinion of Rabbi Meir, who said as a principle that the hand of a woman is like the hand of her husband. According to Rabbi Meir, a slave has no independent right of acquisition, and anything given to a slave belongs to his master even if it was stipulated otherwise (see Kiddushin 23b). Rav assumes that similarly, a married woman has no independent right of acquisition, but rather, anything that she attempts to acquire for herself is automatically acquired by her husband.

¹²⁶ Rabbi Zeira continues: And raise a contradiction from an unattributed mishna (Eiruvin 73b), which presumably follows the opinion of Rabbi Meir: How does one merge the courtyards that open into an alleyway in order to permit its residents to carry on Shabbat from one courtyard to another in the same alley, if a person wishes to act on behalf of all the residents of the alleyway? He places a barrel filled with his own food or wine and says: This is for all the residents of the alleyway. For this gift to be acquired by the others, someone must accept it on their behalf, and the tanna therefore teaches that he may transfer possession to them even by means of his Hebrew slave or maidservant, whom he does not own, and likewise by means of his adult son or daughter, and similarly by means of his wife. These people may acquire the eiruv food on behalf of all the residents of the alleyway.

¹²⁷ Rabbi Zeira states the contradiction: And if you say that a woman's husband acquires anything given to her, the eiruv food has consequently not left the husband's domain when he gives it to his

wife, for anything she acquires belongs to him. Rather, it can be seen from here that Rabbi Meir does not extend his principle from a slave to a married woman, in opposition of the ruling of Rav.

¹²⁸ Rava said in response: Even though Rabbi Meir said that in general the hand of a woman is like the hand of her husband, in accordance with the ruling of Rav, Rabbi Meir nevertheless concedes with regard to the merging of alleyways that since it is her aim to acquire the eiruv food for others from the hand of her husband, and not to acquire it for herself, she can acquire it from him for this purpose.

¹²⁹ Ravina raised an objection to Rav Ashi from the following baraita: These are the people who can acquire eiruv food on behalf of others: The eiruv food can be acquired by means of his adult son or daughter, and by means of his Hebrew slave or maidservant. And these are the people who cannot acquire an eiruv on behalf of others: The eiruv food cannot be acquired by means of his minor son or daughter, or by means of his Canaanite slave or maidservant, or by means of his wife. This indicates that a married woman does not have an independent right of acquisition to acquire the eiruv food on behalf of others, in opposition to the ruling of the mishna.

¹³⁰ Rather, Rav Ashi said: In the mishna in Eiruv, we are dealing with a woman who possesses a courtyard of her own in that alleyway, i.e., it is a case where the husband had earlier stipulated that she should have property of her own, to which he renounces all his rights. As, since she acquires the eiruv food for herself by virtue of the courtyard that she owns in that alleyway, she likewise acquires it for others.

¹³¹ MISHNA: The Torah states: “But every vow of a widow, and of her that is divorced, with which she has bound her soul, shall stand against her” (Numbers 30:10). How so? If a widow or divorced woman said: I am hereby a nazirite after thirty days, then even if she was married within thirty days, her new husband cannot nullify her vow.

¹³² If she took a vow while she was under the jurisdiction of her husband, he can nullify the vow for her. How so? If she said when she was still married: I am hereby a nazirite for after thirty days, and her husband nullified the vow, then even if she was widowed or divorced within the thirty-day period, the vow is nullified. If she took a vow on that, i.e., one, day and was divorced on that same day, then even if her husband took her back as his wife on that same day, he cannot nullify her previous vows. This is the principle: Once she has left and gone into her own jurisdiction for even a single hour, then after they are remarried her husband can no longer nullify any vow she uttered during their first marriage.

¹³³ GEMARA: It is taught in a baraita: With regard to a widow or a divorcée who said: I am hereby a nazirite for when I will get married, and she was married, Rabbi Yishmael says her husband can nullify her vow, whereas Rabbi Akiva says he cannot nullify it. And the mnemonic device for the opinions of Rabbi Yishmael and Rabbi Akiva with regard to this halakha and the following one is the Hebrew acronym yod, lamed, lamed, yod: Yafer, lo yafer; lo yafer, yafer, i.e., he can nullify, he cannot nullify; he cannot nullify, he can nullify. As for a married woman who said while she was married: I am hereby a nazirite for when I will get divorced, and she was divorced, Rabbi Yishmael says her husband cannot nullify her vow, whereas Rabbi Akiva says he can nullify it.

¹³⁴ Rabbi Yishmael said: It says: “But every vow of a widow, and of her that is divorced...shall be upheld against her” (Numbers 30:10), which means that the practical application of the vow must be in the time of the woman’s widowhood or divorce. Only when the vow is to take effect when she is a

widow or a divorcée shall it be upheld against her, since then it is impossible to nullify. Rabbi Akiva, by contrast, maintains: It says: “But every vow...with which she has bound her soul, shall be upheld against her,” which means that the binding of the vow, i.e., the taking of the vow creating the prohibition, must be at the time of the woman’s widowhood or divorce.

¹³⁵ Rav Hisda said: The mishna that links the possibility of nullification to the time of the taking of the vow is the opinion of Rabbi Akiva. Abaye said: Even if you say that the mishna follows the opinion of Rabbi Yishmael, there is no difficulty, for the mishna is referring to a woman who made her vow dependent on days, i.e., she specified that the vow should take effect after a fixed period of time. By contrast, the baraita is referring to a woman who made her vow dependent on marriage.

¹³⁶ In the case of the baraita, since the woman explicitly connected the application of her vow to her marital status, the possibility of nullifying the vow depends on the time that the vow takes effect. But in the case of the mishna, where the application of the vow is tied to a particular date, it is possible that the days will be completed and she was not divorced, or that the days will be completed and she was not married. Since there is no inherent connection between her marriage and the vow, Rabbi Yishmael agrees that the possibility of nullification depends on the time when the vow was pronounced.

¹³⁷ § The mishna in the previous chapter (71a) teaches that as long as a betrothed young woman has not gone out into her own jurisdiction for a single moment, her father and her husband can nullify her vows. The mishna in this chapter teaches the principle in the reverse: If she has gone out for even a single hour, her husband cannot nullify her vows. The Gemara addresses this repetition. The mishna of: This is the principle, which is taught in the chapter called: A betrothed young woman, serves to include a case where the father went with the messengers of the husband after handing over his daughter in marriage and a case where the messengers of the father went with the messengers of the husband. In the case of a betrothed young woman, since the father or his messengers were still with her, she has not yet left her father’s jurisdiction, and nevertheless the mishna teaches that her father and her husband can nullify her vows.

¹³⁸ The mishna of: This is the principle, which is taught in this chapter, called: And these are the vows, serves to include a case where the father handed over his daughter to the messengers of the husband, or a case where the messengers of the father handed her over to the messengers of the husband. Although neither the father nor his messengers accompanied her, and therefore she has been fully handed over to her husband, nevertheless, the mishna teaches that the husband cannot nullify previous vows, i.e., vows that preceded their marriage.

¹³⁹ MISHNA: There are nine young women whose vows are upheld and cannot be nullified: If she took a vow when she was a grown woman and she is an orphan; if she took a vow when she was a young woman, and has reached her majority, and she is an orphan;

¹⁴⁰ if she took a vow when she was a young woman who had not yet reached her majority, and she is an orphan; if she took a vow when she was a grown woman and her father died; if she took a vow when she was a young woman, and she became a grown woman, and her father died; if she took a vow when she was a young woman who had not reached her majority, and her father died; if she took a vow when she was a young woman, and her father died, and after her father died she reached her majority; if she took a vow when she was a grown woman and her father is still alive; and if she took a vow when she was a young woman, and she became a grown woman, and her father is still alive.

Rabbi Yehuda says: With regard to even one who married off his minor daughter, and she was widowed or divorced and she returned to him, and according to her age she still is in the category of a young woman, her vows cannot be nullified.

¹⁴¹ GEMARA: Rav Yehuda said that Rav said: This mishna is the statement of Rabbi Yehuda, who spelled out all the cases and listed nine young women whose vows are upheld. But the Rabbis say that it is unnecessary to go into such detail. Instead, they simply said: There are three young women whose vows are upheld and cannot be nullified: A grown woman, and an orphan, and an orphan in her father's lifetime, i.e., a young woman who was divorced or widowed while her father was still alive and is considered an orphan in that her father no longer has jurisdiction over her.

¹⁴² MISHNA: If a woman said to her husband: Deriving benefit from my father or from your father is konam for me if I will prepare anything for you; or if she said: Deriving benefit from you is konam for me if I will prepare anything for my father or for your father, the husband can nullify this vow.

¹⁴³ GEMARA: It is taught in a baraita: If a woman said to her husband: Deriving benefit from my father or from your father is konam for me if I will prepare anything for you, Rabbi Natan says her husband cannot nullify the vow. She must prepare food for him, as she is obligated to do so by virtue of their being married, and it is prohibited for her to benefit from their respective fathers. The husband cannot nullify a vow that has not yet taken effect and that depends on the fulfillment of a certain condition. And the Rabbis say that even in such a case he can nullify her vow.

¹⁴⁴ The baraita continues: If the woman said to her husband: I am removed from the Jews, i.e., the benefit of my engaging in sexual intercourse will be forbidden to all Jews, if I engage in sexual intercourse with you, Rabbi Natan says he cannot nullify the vow. Rather, she must engage in sexual intercourse with her husband, as she is obligated to do so by virtue of their marriage, and she will be forbidden to all other Jews. And the Rabbis say he can nullify her vow.

¹⁴⁵ § It is related that there was a certain man who took a vow that all benefit from the world should be forbidden to him if he marries a woman when he has not yet learned halakha. He would run up a ladder and rope but was not able to learn the material, i.e., despite all his efforts he failed in his studies. Rav Aḥa bar Rav Huna came and misled him, allowing him to understand that even if he took a vow, the vow would not take effect, and so he married a woman.

¹⁴⁶ And Rav Aḥa bar Rav Huna then smeared him with clay to protect him from the elements, as it was now prohibited for him to benefit from the world by wearing clothes. And he then brought him before Rav Ḥisda, to dissolve his vow. Rava said: Who is wise enough to act in this manner, if not Rav Aḥa bar Rav Huna, who is a great man? As he holds that just as the Rabbis and Rabbi Natan disagree with regard to nullification, whether it is possible to nullify a vow that has yet to take effect, so too, they disagree with regard to a request made to a halakhic authority to dissolve a vow, whether it is possible to request dissolution of such a vow. Rav Aḥa bar Rav Huna's plan was to have the vow go into effect, so that the man could request that it be dissolved.

¹⁴⁷ And Rav Pappi said with regard to this issue: The dispute between Rabbi Natan and the Rabbis is with regard to nullification only, as Rabbi Natan holds that a husband can nullify a vow only once the vow has taken effect, as it is written: "And the moon shall be confounded [ḥafera]" (Isaiah 24:23). He employs this phrase as an allusion, interpreting the word ḥafera as if it were hafara, nullification, and concludes from here that only a vow that already exists, like the moon, can be nullified. And the Rabbis hold that a husband can nullify a vow even though the vow has not yet taken effect, as it is

written: “He nullifies the thoughts of the crafty” (Job 5:12), implying that nullification pertains even to thoughts, to prevent them from going into effect.

¹⁴⁸ But with regard to a request made to a halakhic authority to dissolve a vow, everyone, both Rabbi Natan and the Rabbis, agrees that a halakhic authority cannot dissolve anything unless the vow has already taken effect, as it is written: “He shall not profane his word” (Numbers 30:3), which indicates that the person himself who took the vow cannot profane his words and dissolve his vow, but a halakhic authority may do so. This, however, applies only if the vow has already gone into effect, as it says: “His word.”

¹⁴⁹ The Gemara suggests: Let us say that the following baraita supports Rav Pappi’s opinion: If one says: The property of so-and-so is konam for me, and for that reason I will not benefit from it, and deriving benefit from he who I will request dissolution for the vow is also konam for me, then, if he desires to dissolve the vows he must first request dissolution with regard to the first vow, and afterward he can request dissolution with regard to the second. And if you say that one can request dissolution of a vow even though the vow has not yet taken effect, why must he request dissolution of his two vows in the above order? If he so wishes, he can first request dissolution with regard to this vow, and if he wishes, he can first request dissolution with regard to that one.

¹⁵⁰ The Gemara refutes this argument: And does he know if this vow is first or if that vow is last? The baraita does not specify which vow is first and which is last. Perhaps first and last is referring not to the order in which the two vows were taken, but rather to the order in which they are dissolved, so that if he so wishes, he can first request dissolution of the vow not to derive benefit from the halakhic authority from whom he will request dissolution of his vow.

¹⁵¹ Rather, let us say that a different baraita supports Rav Pappi’s opinion: If one says: The property of so-and-so is konam for me, and for that reason I will not benefit from it, and I am hereby a nazirite for when I will request dissolution of this vow, if he desires to dissolve the vows he must first request dissolution with regard to his vow not to derive benefit from a particular person, and afterward he can request dissolution with regard to his vow of naziriteship that he accepted upon himself should he request dissolution of his first vow.

¹⁵² And if you say that one can request dissolution of a vow even though the vow has not yet taken effect, why must the two vows be dissolved in that order? If he so wishes, he can first request dissolution with regard to his vow not to derive benefit from that other person, and if he wishes, he can first request dissolution with regard to his vow of naziriteship. The Gemara rejects this argument: This is no proof, as it is possible that the baraita is taught in accordance with the opinion of Rabbi Natan, who maintains that a vow can be nullified only after it has gone into effect. The Rabbis, however, dispute this view.

¹⁵³ Ravina said: Mareimar said to me: This is what your father said in the name of Rav Pappi: The dispute between Rabbi Natan and the Rabbis is with regard to nullification only, as Rabbi Natan holds that a husband can nullify a vow only once the vow has taken effect, whereas the Rabbis hold that a husband can nullify a vow even though the vow has not yet taken effect. But with regard to a request made to a halakhic authority to dissolve a vow, everyone, both Rabbi Natan and the Rabbis, agrees, that he can dissolve the vow even though the vow has not yet taken effect. As it is written: “He shall not profane his word” (Numbers 30:3), which Ravina expounds as follows:

¹⁵⁴ That is to say that there was not yet any action but only speech, and even so the halakhic authority can dissolve the vow.

¹⁵⁵ The Gemara raises an objection against this version of the tannaitic dispute from the aforementioned baraita: If one says: The property of so-and-so is konam for me, and for that reason I will not benefit from it, and deriving benefit from he who I will request dissolution for the vow is also konam for me, if he desires to dissolve the vows he must first request dissolution with regard to the first vow, and afterward he can request dissolution with regard to the second. But according to what was stated above, that all agree that a vow can be dissolved even before it has taken effect, why is this so? If he so wishes, he can first request dissolution with regard to this vow, and if he wishes, he can first request dissolution with regard to that one.

¹⁵⁶ The Gemara answers: Does he know which vow is first and which is the second? The wording of the baraita is not at all clear on this point. Perhaps, if he so wishes, he can first request dissolution of the vow not to derive benefit from the halakhic authority from whom he will request dissolution of his vow.

¹⁵⁷ The Gemara raises a further objection from the second baraita cited above: If one says: The property of so-and-so is konam for me, and for that reason I will not benefit from it, and I am hereby a nazirite for when I will request dissolution of this vow, if he desires to dissolve the vows he must first request dissolution with regard to his vow that rendered benefit from a particular person forbidden, and afterward he can request dissolution with regard to his vow of naziriteship that he accepted upon himself should he request dissolution of his first vow. But why must he proceed in this manner? If he so wishes he can first request dissolution with regard to his vow not to derive benefit from that other person, and if he wishes he can first request dissolution with regard to his vow of naziriteship. The fact that the baraita does not say this indicates that a vow can be dissolved only once it has gone into effect. The Gemara concludes: Here is a conclusive refutation of this version of the dispute between Rabbi Natan and the Rabbis.

¹⁵⁸ MISHNA: Initially the Sages would say that three women are divorced even against their husbands' will, and nevertheless they receive payment of what is due to them according to their marriage contract. The first is the wife of a priest who says to her husband: I am defiled to you, i.e., she claims that she had been raped, so that she is now forbidden to her husband. The second is a woman who says to her husband: Heaven is between me and you, i.e., she declares that he is impotent, a claim she cannot prove, as the truth of it is known only to God. And the third is a woman who takes a vow, stating: I am removed from the Jews, i.e., benefit from sexual intercourse with any Jew, including my husband, is forbidden to me.

¹⁵⁹ They subsequently retracted their words and said that in order that a married woman should not cast her eyes on another man and to that end ruin her relationship with her husband and still receive payment of her marriage contract, these halakhot were modified as follows: A priest's wife who says to her husband: I am defiled to you, must bring proof for her words that she was raped. As for a woman who says: Heaven is between me and you, the court must act and deal with the matter by way of a request, rather than force the husband to divorce his wife. And with regard to a woman who says: I am removed from the Jews, her husband must nullify his part, i.e., the aspect of the vow that concerns him, so that she should be permitted to him, and she may engage in sexual intercourse with him, but she is removed from all other Jews, so that if he divorces her she is forbidden to all.

¹⁶⁰ GEMARA: A dilemma was raised before the Sages, based on the second ruling of the mishna: If the wife of a priest said to her husband: I am defiled to you, what is the halakha with regard to whether she may partake of teruma? Is the halakha that just as she is not believed with regard to divorce, so she is not believed with regard to teruma, or is the halakha that with regard to teruma she is believed, and therefore it is prohibited for her to partake of teruma, as is the halakha of a woman married to a priest who engages in sexual intercourse with a man other than her husband? Rav Sheshet said: She may partake of teruma, so that she not cast aspersions on her children. If she is barred from partaking of teruma, people will see this as supporting her claim that she had been raped, and rumors will circulate that her sons are unfit for the priesthood. Rava said: She may not partake of teruma, as she can partake of non-sacred food, and it is preferable that her claim that she is no longer permitted to eat teruma be taken into account.

¹⁶¹ Rava said: And Rav Sheshet concedes that if this wife of the priest who claimed to have been raped was then widowed from him, she may not continue to partake of teruma. Why? Isn't the reason that she is permitted to partake of teruma only that she should not cast aspersions on her children? This being the case, if she was widowed or divorced, people will say that only now it occurred that she was raped, i.e., the entire incident occurred after she was no longer married to her husband. Therefore, rumors will not circulate that the children that she bore him beforehand are unfit.

¹⁶² § Rav Pappa said: Rava tested us with the following question: As for the wife of a priest who was raped in the presence of witnesses, is she entitled to receive payment of her marriage contract or is she not entitled to receive payment of her marriage contract? The Gemara explains the two sides of the question: Is the halakha that since rape with regard to a woman married to a priest is like willing sexual intercourse with regard to a woman married to an Israelite, as the wife of a priest who was raped is obligated to leave her husband, just as the wife of an Israelite who willingly engaged in sexual intercourse with another man is obligated to leave her husband, she is therefore not entitled to receive payment of her marriage contract? Or perhaps she can say to him: I am fit to continue being married, as, if her husband were an Israelite she would not be forbidden to him after being raped.

¹⁶³ And it is the man, her husband, whose field was flooded. In other words, like one whose field was flooded and destroyed, it is he who has suffered a natural disaster, as it is his status as a priest that forces him to divorce his wife. Therefore, she is entitled to receive payment of her marriage contract. And we said to Rava, in response to his question: The answer to your question is found in the mishna, which states: A woman who says to her husband: I am defiled to you, is entitled to receive payment of her marriage contract.

¹⁶⁴ The Gemara analyzes the mishna: With what are we dealing? If we say the mishna is speaking of the wife of an Israelite, consider the following: If she claims that she engaged in sexual intercourse willingly, does she have any right to receive payment of her marriage contract? And if she says it was by force, i.e., she was raped, is she thereby forbidden to the man, i.e., her husband? But rather, the mishna must be referring to the wife of a priest. Again, what are the circumstances? If she claims that she engaged in sexual intercourse willingly, does she have any right to receive payment of her marriage contract? Is her law any less stringent than that of the wife of an Israelite who willingly engaged in sexual intercourse with another man? Rather, is it not that the sexual intercourse was by force? And the tanna teaches that she has a right to receive payment of her marriage contract. This answers Rava's question.

¹⁶⁵ § A dilemma was raised before the Sages: If a woman said to her husband: You divorced me, what is the halakha? Is she believed or not? Rav Hamnuna said: Come and hear an answer to this question from what is stated in the mishna about a woman who says: I am defiled to you, that even according to the ultimate version of the mishna that teaches that she is not believed in her claim, it may be argued that it is only there that she is suspected of lying when she claims to have been defiled, as she knows that her husband does not know the truth about her. She is relating an incident that supposedly occurred in his absence. But concerning the claim: You divorced me, with regard to which he knows the truth about whether or not he actually divorced her, she is believed. Why? Because the court relies on the presumption that a woman is not brazen enough to lie in the presence of her husband and present a claim that he knows is patently false.

¹⁶⁶ Rava said to him: On the contrary, even according to the initial version of the mishna that teaches that the woman is believed in her claim that she is defiled to her husband, it may be argued that it is only there that she is believed, because a woman would not demean herself by claiming she was raped if she were not telling the truth. But here, where it is sometimes hard for her under the authority of the man, i.e., her husband, she would be brazen to his face, and therefore the court does not believe her.

¹⁶⁷ Rav Mesharshiyya raised an objection: Let the ruling of the initial version of the mishna, with regard to a woman who says: Heaven is between me and you, be a conclusive refutation of the opinion of Rava, as here she suffers no embarrassment on account of her claim, and yet the tanna teaches that she is believed. The Gemara answers: Rava maintains that there, since it is not sufficient for her if she does not state in precise detail her claim that he does not shoot like an arrow, i.e., his semen is not emitted forcefully, then, were it not as she said, she would not say it. She would be too ashamed to speak of such things before the court. It is for this reason that she is believed.

¹⁶⁸ The Gemara further comments: Let the ruling of the ultimate version of the mishna, with regard to a woman who says: Heaven is between me and you, be a conclusive refutation of the opinion of Rav Hamnuna, who maintains that a woman who claims that her husband divorced her is believed. But here, as in the case of the alleged divorce, she knows and her husband also knows with regard to her whether or not she is lying, and yet the tanna of the mishna teaches that she is not believed.

¹⁶⁹ The Gemara answers: Rav Hamnuna maintains that here too, the woman herself says in her heart: Though he may know whether or not we engaged in sexual intercourse, does he know whether or not he shoots like an arrow? And it is due to that reason that she lies. Since the woman can make a false claim against her husband without having to fear that he will contradict her, she is not believed. A similar point cannot be made in the case of an alleged divorce, as the husband knows whether or not he divorced his wife, and therefore a woman who claims that her husband divorced her is believed.

¹⁷⁰ § It is related that there was a certain woman, who on every day of engaging in sexual intercourse with her husband, would rise early in the morning and wash her husband's hands. One day she brought him water to wash his hands, in response to which he said to her: This matter, i.e., sexual intercourse, did not occur now. She said to him: If so, it may be that one of the gentile

¹⁷¹ *aloe* merchants [*ahaloyei*] who were here just now should be blamed; if it was not you, perhaps it was one of them. The case came before Rav Nahman, who said: There is reason to suspect that she might have cast her eyes upon another man, and therefore there is no substance to her words. She lacks credibility and her statement is unreliable, and so she remains permitted to her husband.

¹⁷² It is further related that there was a certain woman who was displeased with her man. He said to her: What is different now? What have I done to make you angry? She said to him: I am upset because you never hurt me while we were engaged in proper relations as you did just now. He said to her: This matter did not occur now. She said to him: If so, it may be that one of the gentile oil merchants [naftoyei] who were here just now should be blamed; if it was not you, perhaps it was one of them. Rav Naḥman said to them: Take no notice of her; she has cast her eyes upon another man, and her words are therefore unreliable.

¹⁷³ The Gemara relates another incident about a certain man who was secluding himself [meharzeik] in a house, he and a certain married woman. When the owner of the house entered, the adulterer burst through the wall of palm branches and fled. Rava said: The woman is permitted to her husband. The assumption is that she did not sin, for if it is so that the man had committed a transgression, he would have hidden himself in the house instead of revealing his identity by escaping in the open.

¹⁷⁴ The Gemara concludes with one final incident about a certain adulterer who entered the house of a certain married woman. When the man, i.e., her husband, came home, the adulterer went and sat himself behind the door, so that the husband would not know that he was there. There was some cress [taḥlei] lying there in the house, and the adulterer, but not the husband, saw that a snake had come and tasted of it, perhaps thereby contaminating it with its venom. The master of the house wanted to eat from that cress, without the woman's knowledge. The adulterer said to him: Do not eat from the cress, as a snake has tasted of it.

¹⁷⁵ The case was brought before Rava, who said: His wife is permitted to him, for were it so that the adulterer had committed a transgression, it would have been preferable for him that the husband should eat the cress and die. This is because one who commits adultery is also suspected of bloodshed, as it is written: "For they have committed adultery and blood is on their hands" (Ezekiel 23:37), indicating that adultery leads to murder.

¹⁷⁶ The Gemara comments: It is obvious that this is the case. What then does Rava come to teach us? The Gemara answers: Rava's ruling is necessary, lest you say that the man did in fact commit a transgression with the other man's wife, and the reason that he said to the husband that he should not eat and saved his life is because it is preferable for him that the husband should not die. This is in order that his wife should be to him as it says in the verse: "Stolen waters are sweet, and bread eaten in secret is pleasant" (Proverbs 9:17). That is to say, a person derives greater pleasure from forbidden fruit. Rava therefore teaches us that this is not a concern. Rather, the assumption is that he had not yet actually sinned and therefore acted in the proper manner.