

JUDAISM

The Talmud

Shevuot

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: With regard to oaths on an utterance of the lips, there are two types that are actually four types. The Torah specifies only two types of oaths whose violation renders one liable to bring a sliding-scale offering to atone for his transgression (see Leviticus 5:4): Where a person takes an oath to perform some action, and where he takes an oath to refrain from performing some action. With regard to both types, the Torah explicitly mentions liability only for an oath pertaining to one's future behavior. Nevertheless, the Sages derive that one is also liable for a violation of both types of oaths when they pertain to one's past behavior. Accordingly, although only two types are explicitly mentioned in the Torah, the Sages derive that there are actually four types.

² The mishna lists similar groups of halakhot. With regard to cases of awareness of the defiling of the Temple by entering it while one is ritually impure, or defiling its sacrificial foods by partaking of them while one is ritually impure, there are two types that are actually four. It is prohibited for an impure person to enter the Temple (see Numbers 19:20) or to partake of its sacrificial foods (see Leviticus 7:19–20). If one transgressed either prohibition during a lapse of awareness, then upon becoming aware of his transgression, he is liable to bring a sliding-scale offering (see Leviticus 5:2). The Torah specifies that one is liable to bring the offering only in the case in which he had a lapse of awareness of the fact that he was impure. The Sages derive that one is liable not only in these two cases, but also where he was aware of his personal status but had a lapse of awareness concerning the identity of the place he was entering or the status of the foods he ate.

³ With regard to acts of carrying out that are prohibited on Shabbat, there are two types that are actually four. On Shabbat, it is prohibited to transfer an item from domain to domain. The Torah explicitly refers to only two cases, both of which involve an item being transferred from a private domain to a public domain: Where the transfer is made by a person who remains in the public domain, and where the transfer is made by a person who remains in the private domain. The Sages derive that liability is incurred in these cases also if the item is transferred from the public domain to the private domain. Although only two types are mentioned by the Torah, the Sages derive that there are actually four types.

⁴ With regard to shades of leprosy marks on a person's skin, there are two types that are actually four. The Torah specifies that if a leprosy mark appears on a person's skin, the afflicted person must undergo a process of purification and then bring various offerings. Part of the classification of these types of leprosy is based on their shade of white. Two types of marks are explicitly mentioned in the Torah, and the Sages derive that each of these two types has a secondary mark.

⁵ The mishna returns to the subject of defiling the Temple or its sacrificial foods. It elaborates on which offerings atone for different cases of defiling the Temple or its sacrificial foods: In cases in which one had awareness, i.e., he knew he was ritually impure and was aware of the sanctity of the

Temple or foods involved at the beginning, i.e., before he transgressed, and had awareness at the end, i.e., after the transgression, but had a lapse of awareness of one of those two components in between, while he actually transgressed, this person is liable to bring a sliding-scale offering.

⁶ For cases in which one had awareness at the beginning, transgressed during a lapse of awareness, and still had no awareness at the end, the goat whose blood presentation is performed inside the Sanctuary on Yom Kippur, and Yom Kippur itself, suspend any punishment that he deserves until he becomes aware of his transgression; and then to achieve atonement he brings a sliding-scale offering.

⁷ For cases in which one did not have awareness at the beginning but had awareness at the end, the goat whose blood presentation is performed outside the Sanctuary, i.e., the goat of the additional offerings of Yom Kippur, and Yom Kippur itself, atone, as it is stated with regard to the offerings brought on Yom Kippur: “One goat for a sin-offering aside from the sin-offering of the atonements” (Numbers 29:11). The verse juxtaposes the internal and external goats together to teach that for that which this one atones, that one atones. Just as the internal goat, i.e., the one whose blood presentation is performed inside the Sanctuary, atones only for a case in which there was awareness of the components of the transgression at some point, i.e., at the beginning, so too, the external goat, i.e., the goat of the additional offerings of Yom Kippur, atones only for a case in which there was awareness at some point, i.e., at the end.

⁸ And for cases in which one did not have awareness, neither at the beginning nor at the end, the goats brought as sin-offerings for the additional offerings of the Festivals and the goats brought as sin-offerings for the additional offerings of the New Moons atone. This is the statement of Rabbi Yehuda. Rabbi Shimon says: The goats of the Festivals atone for cases in which one never had awareness of the transgression, but the goats of the New Moons do not. But if so, for what do the goats of the New Moons atone?

⁹ They atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food.

¹⁰ Rabbi Meir says: With regard to all the goats offered as additional offerings, those of the New Moons, Festivals, and Yom Kippur, their atonement, i.e., the atonement that they effect, is the same; they all atone for the defiling of the Temple by entering it while impure, or for the defiling of its sacrificial foods by partaking of them while impure.

¹¹ Rabbi Shimon would say, delineating his opinion as the mishna expresses it above: The goats of the New Moons atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food. And with regard to the defiling of the Temple or its sacrificial foods, the goats of the Festivals atone for cases in which one did not have awareness, neither at the beginning nor at the end, and the goats of the additional offerings of Yom Kippur atone for cases in which one did not have awareness at the beginning but did have awareness at the end.

¹² The Rabbis said to him: What is the halakha with regard to whether goats consecrated for different days may be sacrificed, this one in place of that one? For example, if a goat was initially consecrated to be sacrificed as part of the Yom Kippur additional offerings, may it be sacrificed as part of the Festival additional offerings instead? Rabbi Shimon said to them: They may be sacrificed. They said to him: Since, according to you, their atonement is not the same, how could they possibly be sacrificed, this one in place of that one? Rabbi Shimon said to them: They can be interchanged, since ultimately all of them come to atone for the defiling of the Temple or its sacrificial foods.

¹³ Rabbi Shimon ben Yehuda says in the name of Rabbi Shimon a tradition of his opinion that differs from the way the mishna expresses it above: The goats of the New Moons atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food. The goats of the Festivals exceed them, as they atone both for a pure person who partook of impure sacrificial food and also for cases of defiling the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end.

¹⁴ The goats of Yom Kippur further exceed them, as they atone both for a ritually pure person who partook of ritually impure sacrificial food and for cases of defiling the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end; and they also atone for cases in which one did not have awareness at the beginning but did have awareness at the end.

¹⁵ The Rabbis said to him: What is the halakha with regard to whether goats consecrated for different days may be sacrificed, this one in place of that one? Rabbi Shimon said to them: Yes, they can be interchanged. They said to him: If what you say is so, granted that the goats of Yom Kippur may be sacrificed on the New Moons, but how could the goats of the New Moons be sacrificed on Yom Kippur when they will need to effect atonement for that which they were not consecrated for? Rabbi Shimon said to them: They can all be interchanged, since ultimately all of them come to atone for the defiling of the Temple or its sacrificial foods, even if each one atones for a different case.

¹⁶ § And for the intentional defiling of the Temple or its sacrificial foods, both the goat whose blood presentation is performed inside the Sanctuary on Yom Kippur, and Yom Kippur itself, atone.

¹⁷ The mishna delineates how atonement is effected for other transgressions: For all other transgressions that are stated in the Torah, whether they are the minor ones or the major ones, whether they were intentional or unwitting, whether one became aware of them before Yom Kippur or did not become aware of them until after Yom Kippur, whether they involve a positive mitzva or a prohibition, whether the transgressors are subject to excision from the World-to-Come [karet] or to one of the court-imposed death penalties, the scapegoat sent to Azazel on Yom Kippur atones.

¹⁸ Israelites and priests and the anointed priest, i.e., the High Priest, achieve atonement from the scapegoat equally. What is the difference between Israelites, priests, and the anointed priest? The difference is only that the priests achieve atonement for their defiling of the Temple or its sacrificial foods through the bull that the High Priest offers on Yom Kippur, whereas the Israelites achieve atonement for defiling caused by them through the goats that are sacrificed on Yom Kippur.

¹⁹ Rabbi Shimon says: With regard to the defiling of the Temple or its sacrificial foods, just as the blood of the goat, whose blood presentation is performed inside the Sanctuary, atones for Israelites, so too, the blood of the bull of the High Priest, whose blood presentation is also performed inside the Sanctuary, atones for the priests. And for all other transgressions, just as the confession made over the scapegoat atones for Israelites, so too, the confession made over the bull atones for the priests.

²⁰ GEMARA: The Gemara inquires: Now, the tanna is leaving tractate Makkot, the tractate that precedes tractate Shevuot in the mishnaic order. What is distinctive about tractate Shevuot that he teaches tractate Shevuot after tractate Makkot? The Gemara answers: It is due to the fact that he teaches in a mishna at the end of tractate Makkot (20a): For rounding the edges of his head one is liable to receive two sets of lashes: One from here, the hair adjacent to one ear, and one from there, the hair adjacent to the other ear.

²¹ And for marring the edges of his beard there are two edges from here, on one side of his face, and two from there, on the other side, and one from below.

²² The Gemara explains: As apparent from the mishna in Makkot, this is a case where there is one prohibition for which one is liable to receive two punishments. Continuing on this theme, the tanna taught in the beginning of tractate Shevuot examples of other sets of halakhot that can be formulated similarly, beginning with: With regard to oaths on an utterance, there are two types that are actually four types.

²³ The Gemara inquires: What is different here, in tractate Shevuot, that the mishna teaches all the sets of halakhot that can be formulated as: Two that are four, and what is different with regard to the chapter beginning: The acts of carrying out that are prohibited on Shabbat, i.e., the first chapter of tractate Shabbat, and the chapter beginning: And the shades of leprous marks, i.e., the first chapter of tractate Nega'im, where the mishna does not teach all of them, rather only the specific set of halakhot relevant to that tractate?

²⁴ The Sages say in explanation: Since the passages of oaths and of liability based on one's awareness of the defiling of the Temple or its sacrificial foods are written together in the Torah (see Leviticus 5:2–4), and they are also similar to each other in that they can both incur liability to bring a sliding-scale offering, the mishna therefore taught both of them together here. And once it already taught two sets, it continued and taught all of them.

²⁵ The Gemara inquires further: Tractate Shevuot opens with a reference to oaths, but then proceeds to explain the cases of one's awareness of the defiling of the Temple or its sacrificial foods, returning to discuss oaths only in the third chapter. Why? The Gemara explains: Since the cases of one's awareness of the defiling of the Temple or its sacrificial foods are relatively few, the tanna addressed them directly and dispensed with them, and then afterward returned to teach the halakhot of oaths, which have numerous details.

²⁶ § The mishna teaches: With regard to oaths on an utterance, there are two types that are actually four types. The Gemara explains: The two types are where one states: On my oath I will eat, and where he states: On my oath I will not eat. If he violates either oath he is liable to bring a sliding-scale offering. These two types are actually four types because they also include the cases where a person falsely states: On my oath I ate, and where he falsely states: On my oath I did not eat.

²⁷ The mishna continues: With regard to cases of one's awareness of the defiling of the Temple or its sacrificial foods, for which one is liable to bring a sliding-scale offering, there are two cases that are actually four. The Gemara explains: The two cases are where one's lack of awareness of the fact that he was ritually impure led him to eat sacrificial food, and where one's lack of awareness of the fact that he was ritually impure led him to enter the Temple. These two types are actually four types, because one is also liable where he was aware that he was impure, but had a lapse of awareness about the status of the sacrificial food or the identity of the Temple.

²⁸ The mishna continues: With regard to acts of carrying out that are prohibited on Shabbat, there are two types that are four. The Gemara explains the cases by using the analogy of a poor person who remains in the public domain and a homeowner who remains in the private domain and one passes an item to the other: The two types are the carrying out by a poor person of an item from the private domain to the public domain and the carrying out by a homeowner of an item from the private domain to the public domain. These two types are actually four types because they also include the

bringing in by a poor person of an item from the public domain to the private domain and the bringing in by a homeowner of an item from the public domain to the private domain.

²⁹ The mishna's final example: With regard to shades of leprous marks, there are two shades that are actually four. The Gemara explains: The two shades are of a wool-white leprous mark [se'et] and of a snow-white leprous mark [baheret]. These two are actually four because they also include a se'et and its secondary mark, i.e., one similar to it, and a baheret and its secondary mark, i.e., one similar to it.

³⁰ § The Gemara asks: Whose opinion is expressed in the mishna? It is neither the opinion of Rabbi Yishmael nor the opinion of Rabbi Akiva. The Gemara elaborates: If one suggests that it is the opinion of Rabbi Yishmael, that suggestion can be refuted, as doesn't he say with regard to oaths: One is liable only for oaths pertaining to the future, but not for those pertaining to the past? The mishna states that one is liable also for oaths pertaining to the past. And if one suggests it is the opinion of Rabbi Akiva, that suggestion can be refuted, as doesn't he say: For having defiled the Temple or its sacrificial foods during a lapse of awareness of the fact that one is ritually impure one is liable to bring a sliding-scale offering, but one is not liable for having done so during a lapse of awareness of the fact that the place he entered was actually the Temple? The mishna states that one is liable also in such a case.

³¹ The Gemara answers: If you wish, say that the mishna expresses the opinion of Rabbi Yishmael, and if you wish, say that the mishna expresses the opinion of Rabbi Akiva. The Gemara elaborates: If you wish, say that the mishna expresses the opinion of Rabbi Yishmael, and the intent of the mishna is that while there are four types of oaths, among them are types for which there is liability to bring an offering for one who violates them and among them are types for which there is exemption from liability for one who violates them. And if you wish, say that the mishna expresses the opinion of Rabbi Akiva, and the intent of the mishna is that while there are four cases defined by one's awareness of the defiling of the Temple or its sacrificial foods, among them are cases for which there is liability to bring an offering and among them are cases for which there is exemption from liability.

³² The Gemara asks: How can one say that the mishna teaches types for which there is exemption from liability?

³³ But the mishna teaches these cases similar to the different shades of leprous marks, which indicates that just as there, all four of them are shades for which there is liability to bring an offering, so too here, with regard to oaths and the cases of one's awareness of the defiling of the Temple or its sacrificial foods, all four of them are cases for which there is liability to bring an offering.

³⁴ The Gemara suggests a different resolution: Actually, the mishna expresses the opinion of Rabbi Yishmael. And while Rabbi Yishmael does not deem one liable for oaths pertaining to the past, that is only with regard to liability to bring an offering; but he does deem one liable to be administered lashes.

³⁵ And this is in accordance with the statement of Rava, as Rava says: The Torah explicitly amplifies the prohibition of taking a false oath to be similar to the prohibition of an oath taken in vain, to teach that one is flogged for its violation. It follows that just as an oath taken in vain pertains to the past and renders one liable to receive lashes, so too, taking a false oath that pertains to the past renders one liable to receive lashes.

³⁶ The Gemara asks: Granted that one who stated: On my oath I ate, but in fact he did not eat, or one who stated: On my oath I did not eat, but in fact he ate, is liable to receive lashes, as this is in accordance with the statement of Rava. And also if one stated: On my oath I will not eat, and he ate in violation of his oath, he is liable to receive lashes, as it is a prohibition that involves an action, and, in general, such prohibitions are punishable by flogging. But if one stated: On my oath I will eat, and in violation of his oath he did not eat, why should he be liable to receive lashes? It is a prohibition that does not involve an action. The generally accepted principle is that one is not liable to receive lashes for violating a prohibition without performing an action.

³⁷ The Gemara answers: Rabbi Yishmael disagrees with the generally accepted principle and holds that one is flogged for the violation of a prohibition that does not involve an action.

³⁸ The Gemara challenges: If so, then a difficulty arises between one statement of Rabbi Yoḥanan and another statement of Rabbi Yoḥanan.

³⁹ As Rabbi Yoḥanan says: The halakha is always in accordance with the ruling of an unattributed mishna. Since the mishna here is unattributed and assumes that one is flogged for taking a false oath, Rabbi Yoḥanan should rule that this is the halakha.

⁴⁰ And an amoraic dispute was stated with regard to one who said: On my oath I will eat this loaf today, and the day passed and he did not eat it. Rabbi Yoḥanan and Reish Lakish both say: He is not flogged for taking a false oath. They disagree with regard to the reason that he is not flogged. Rabbi Yoḥanan says: He is not flogged due to the fact that it is a prohibition that does not involve an action, as he violates the oath by failing to perform an action rather than by performing an action, and the principle is: With regard to any prohibition that does not involve an action, one is not flogged for its violation. And Reish Lakish says: He is not flogged because it is an uncertain forewarning, as one cannot forewarn him before he fails to fulfill the oath because as long as time remains in the day he can still later eat the loaf and fulfill the oath; and an uncertain forewarning is not characterized as forewarning. Evidently, Rabbi Yoḥanan does not rule in accordance with the mishna here.

⁴¹ The Gemara resolves the difficulty: Rabbi Yoḥanan found another unattributed mishna which holds that one is not flogged for a prohibition that does not involve an action, and he rules in accordance with that mishna.

⁴² The Gemara asks: Which other unattributed mishna did he find? If we say he found this unattributed mishna, as we learned (Pesahim 84a): But one who leaves over some of the meat of a ritually pure Paschal offering until the morning of the fifteenth of Nisan and one who breaks a bone of a ritually impure Paschal offering are not flogged with the forty lashes, that is difficult.

⁴³ First, the Gemara explains how this mishna demonstrates Rabbi Yoḥanan's opinion: Granted that breaking a bone of an impure Paschal offering does not incur lashes, as it is written: "Nor shall you break a bone in it" (Exodus 12:46). The term "in it" indicates that the verse refers only to a valid Paschal offering, but not to a disqualified one, such as one that is impure. But in the case of one who leaves over some of the meat of a pure Paschal offering, what is the reason he is not flogged? Is it not because it is a violation of a prohibition that does not involve an action, and for a violation of any prohibition that does not involve an action one is not flogged?

⁴⁴ The Gemara now questions this explanation of the mishna: But from where is it apparent that this mishna is in accordance with the opinion of Rabbi Ya'akov, who says that for a violation of a

prohibition that does not involve an action, one is not flogged? Perhaps the mishna is in accordance with the opinion of Rabbi Yehuda, and he holds that the reason the mishna rules that one is not flogged is due to the fact that the verse comes to position the positive mitzva of burning the leftover meat after the prohibition of leaving over the meat, and one is not flogged for a prohibition whose violation obligates one in a positive mitzva. But were it not for this, one would be flogged, despite the fact it is a prohibition that does not involve an action. Since the unattributed mishna is not necessarily in accordance with Rabbi Yaakov's opinion, it cannot be the basis of Rabbi Yoḥanan's ruling.

⁴⁵ The Gemara cites the source of Rabbi Yaakov's and Rabbi Yehuda's opinions: As it is taught in a baraita: "And you shall let nothing of it remain until the morning, and that which remains of it until the morning you shall burn in fire" (Exodus 12:10). The verse comes to position the positive mitzva of burning the leftover meat after the prohibition against leaving over the meat, to say that one is not flogged for its violation; this is the statement of Rabbi Yehuda. Rabbi Ya'akov says: This is not for that reason; rather, it is due to the fact that it is a prohibition that does not involve an action, and for a violation of a prohibition that does not involve an action one is not flogged.

⁴⁶ Rather, Rabbi Yoḥanan found this unattributed mishna, which teaches (27b): If one states: On my oath I will not eat this loaf, and immediately states: On my oath I will not eat it, and then he ate it,

⁴⁷ he is liable for only one violation. Since the second oath did not prohibit any act in addition to the first oath, he is not liable for violating it. The mishna concludes: This is an oath on an utterance for which one is liable to receive lashes for its intentional violation, and to bring a sliding-scale offering for its unwitting violation.

⁴⁸ The Gemara infers from the formulation of the mishna: It is specifically this case of an oath on an utterance for which one is liable to receive lashes for its intentional violation. But if a person stated: On my oath I will eat, and then he did not eat, he is not flogged. Presumably this is because the violation does not involve any action. This mishna, then, can provide a basis for Rabbi Yoḥanan's ruling.

⁴⁹ The Gemara asks: Now, this mishna (27b) is unattributed and that mishna (2a) is unattributed. What did Rabbi Yoḥanan see that he practiced in accordance with this unattributed mishna? Let him instead practice in accordance with that unattributed mishna.

⁵⁰ The Gemara adds another question: And according to your reasoning that both mishnayot carry equal weight, then with regard to Rabbi Yehuda HaNasi himself, when he redacted the Mishna, how could he teach us as unattributed both this opinion in the mishna here and that opinion in the mishna there? This would result in a contradiction.

⁵¹ Rather, it is apparent that initially Rabbi Yehuda HaNasi held that for a violation of a prohibition that does not involve an action one is flogged, and so he taught it as an unattributed mishna, and later he retracted his opinion and held that one is not flogged for a violation of such a prohibition, and so he taught that opinion as an unattributed mishna. And he left the first mishna (2a) as it was because a mishna does not move from its place, i.e., since the students had already learned that mishna it was deemed inappropriate to remove it. Based on this logic, Rabbi Yoḥanan ruled in accordance with the later mishna (27b).

⁵² The Gemara clarifies: In accordance with which opinion did you interpret the mishna? In accordance with the opinion of Rabbi Yishmael, and it is referring to liability to receive lashes. The Gemara questions this: But in the parallel case of shades of leprous marks, what punishment of lashes is there? The Gemara answers: There is a punishment of lashes in a case where one cuts off his snow-white leprous mark [baheret], and in accordance with the principle that Rabbi Avin says that Rabbi Ile'a says, as Rabbi Avin says that Rabbi Ile'a says: Wherever it is stated: Observe, or: Lest, or: Do not, it is nothing other than a prohibition. So too, with regard to leprosy, the verse states: "Observe the leprous mark" (Deuteronomy 24:8), which according to Rabbi Ile'a's principle teaches a prohibition, namely that it is prohibited to remove the mark. Accordingly, one who violates this prohibition is liable to receive lashes.

⁵³ The Gemara asks further: But in the parallel clause of acts of carrying out that are prohibited on Shabbat, what punishment of lashes is there? The prohibition against doing so is a prohibition in the Torah that potentially serves as a mandate for court-imposed capital punishment, and the generally accepted principle is that with regard to a violation of any prohibition in the Torah that potentially serves as a mandate for court-imposed capital punishment, one is not flogged for its violation even if no death penalty is imposed, as that prohibition is punishable only by death. The Gemara answers: It is due to that reason that we interpreted the mishna to be in accordance with the opinion of Rabbi Yishmael, as he says that with regard to a prohibition in the Torah that potentially serves as a mandate for court-imposed capital punishment, one is flogged for its violation in a case where there is no actual death penalty.

⁵⁴ The Gemara asks: Is that to say that were it not for this reason, the mishna could be interpreted in accordance with the opinion of Rabbi Akiva, who holds that one is not flogged for violating such prohibitions? But then the question raised above with regard to the mishna's detailing of the cases of one's awareness of the defiling of the Temple or its sacrificial foods poses a difficulty, as Rabbi Akiva holds that one is not liable if he entered the Temple during a lapse of awareness of the fact that the place he entered was actually the Temple, whereas the mishna indicates one is liable in such a case. The Gemara answers: Didn't you say above that it is possible to conclude that the mishna is in accordance with the opinion of Rabbi Yishmael and the liability referred to in the mishna is for liability to receive lashes? Similarly, it is also possible to say that the mishna is in accordance with the opinion of Rabbi Akiva and the liability referred to in the mishna is for liability to receive lashes.

⁵⁵ The Gemara asks: If so, why did the tanna use the term: Cases of awareness, which is generally used for cases in which the transgression was performed during a lack of awareness and then subsequent awareness is necessary in order for the person to be liable to bring an offering? The tanna should have instead said: Forewarnings, as the forewarning is a necessary condition to be able to give lashes for an intentional transgression. The Gemara answers: This is not difficult; emend and teach the mishna as saying: Cases of awareness of forewarnings.

⁵⁶ The Gemara rejects the suggestion that the mishna is referring to liability to receive lashes: If so, if the mishna is referring to liability to receive lashes, why does it state that there are two types that are four? There are only two types. Since the person was forewarned he is certainly fully aware of all aspects of his transgression. Accordingly, there are only two cases of liability: For a ritually impure person who enters the Temple and for a ritually impure person who partakes of sacrificial foods. And furthermore, the continuation of the mishna states the case: In which one had awareness at the

beginning and awareness at the end, but had a lapse of awareness in between, when he actually transgressed. The Gemara asks: What is the relevance of lapses of awareness to one's liability to receive lashes? And furthermore, that clause explicitly concludes: This person is liable to bring a sliding-scale offering. Clearly then, the mishna is not referring to liability to receive lashes.

⁵⁷ Having rejected the suggestion that the mishna is referring to liability to be punished with lashes, it addresses the difficulty raised above that the mishna's ruling with regard to oaths does not accord with Rabbi Yishmael's opinion and its ruling with regard to cases of one's awareness of the defiling of the Temple or its sacrificial foods does not accord with Rabbi Akiva's opinion. If so, whose opinion is expressed in the mishna? Rather, Rav Yosef said: The mishna is in accordance with the opinion of Rabbi Yehuda HaNasi, and he formulates the mishna according to different tanna'im, as follows: With regard to cases of one's awareness of the defiling of the Temple or its sacrificial foods, he formulates it in accordance with the opinion of Rabbi Yishmael, and with regard to oaths, he formulates it in accordance with the opinion of Rabbi Akiva.

⁵⁸ Rav Ashi said: I said this statement of Rav Yosef before Rav Kahana, and he said to me: Do not say that Rabbi Yehuda HaNasi formulates the mishna according to different tanna'im but he himself does not hold accordingly.

⁵⁹ Rav Kahana continued: Rather, Rabbi Yehuda HaNasi is explicating his own reasoning, as it is taught in a baraita: From where is it derived that one is liable to bring a sliding-scale offering only for cases in which one had awareness at the beginning and awareness at the end and had a lapse of awareness only in between, when he actually transgressed? The verses state with regard to a person's awareness of the fact that he was impure: "And it was concealed," "and it was concealed" (Leviticus 5:2–3), mentioning concealment twice. The first mention is necessary to teach that one is liable to bring an offering only where he was unaware of his status at the time of the transgression. The second mention is superfluous and serves to teach an additional condition for liability, that one must have had awareness of his status before the transgression. This is the statement of Rabbi Akiva.

⁶⁰ The baraita continues: Rabbi Yehuda HaNasi says: This proof is not necessary, as it says in the verse:

⁶¹ "And it was concealed," which indicates, by inference, that initially he had been aware, and nevertheless the verse continues to state: "And he was aware" (Leviticus 5:3). It emerges that the verse refers here to two different periods of awareness, one before the transgression and one afterward. But if so, why must the verses state: "And it was concealed," "and it was concealed," mentioning it twice? It is in order to render one liable both for a violation due to a lapse of awareness of the fact he was ritually impure and for a violation due to a lapse of awareness of the fact that the place he entered was actually the Temple. From this baraita it is apparent that Rabbi Yehuda HaNasi agrees with Rabbi Yishmael's opinion concerning which types of lapses of awareness render one liable to bring a sliding-scale offering.

⁶² The Gemara asks: We have found with regard to cases of one's awareness of the defiling of the Temple or its sacrificial foods that Rabbi Yehuda HaNasi has explained his own reasoning and it accords with the opinion of Rabbi Yishmael. With regard to oaths, where he has not explained his own reasoning, from where do we derive that he holds in accordance with the opinion of Rabbi Akiva? The Gemara answers: It is based on logical reasoning.

⁶³ The Gemara presents another formulation of the preceding comment: The Gemara asks: We have found an explicit statement of Rabbi Yehuda HaNasi with regard to cases of one's awareness of the defiling of the Temple or its sacrificial foods indicating that he holds in accordance with the opinion of Rabbi Yishmael. With regard to oaths, from where do we derive that he holds in accordance with the opinion of Rabbi Akiva? The Gemara answers: It is based on logical reasoning.

⁶⁴ The Gemara explains the logical reasoning: What is the reason that Rabbi Akiva deems one liable for oaths pertaining to the past? The reason is that he expounds verses using the method of amplifications and restrictions (see 26a). Rabbi Yehuda HaNasi also expounds verses using the method of amplifications and restrictions, and consequently he arrives at the same opinion as Rabbi Akiva.

⁶⁵ The Gemara demonstrates its point: As it is taught in a baraita: Rabbi Yehuda HaNasi says that one can redeem a woman's firstborn son with any item worth five shekels, except for promissory notes. And the Rabbis say that one can redeem a woman's firstborn son with any item worth five shekels, except for Canaanite slaves, promissory notes, and land.

⁶⁶ The Gemara explains: What is the reasoning of Rabbi Yehuda HaNasi? He expounds verses using the method of amplifications and restrictions. Accordingly, he expounds the verse: "And its redemption from one month shall you redeem, according to the valuation of five silver shekels by the sacred shekel" (Numbers 18:16), as follows: Concerning the phrase: "And its redemption from one month," since it does not specify that only certain items can be used for the redemption, the verse amplified the category of items that can be used to redeem the firstborn, intimating that many different items can be used. Then, with the phrase: "According to the valuation of five silver shekels," the verse restricted the category to items that are similar to silver shekels. Then, with the term: "Shall you redeem," the verse again amplified the category.

⁶⁷ According to the hermeneutical principle that when a verse amplified and then restricted and then amplified, it amplified the relevant category to include everything except for the specific matter excluded in the restriction. The Gemara elaborates: What is included by the fact it amplified? Almost everything. And what is excluded by the fact it restricted? It restricted only promissory notes, which are the most fundamentally dissimilar to silver shekels.

⁶⁸ The Gemara explains the reasoning of the Rabbis: And the Rabbis expound verses through the method of generalizations and details. Accordingly, they expound the verse as follows: The phrase: "And its redemption from one month," is a generalization which suggests that many different items can be used to redeem the firstborn. Then, the phrase: "According to the valuation of five silver shekels," is a detail, which suggests that only items that are similar to silver shekels can be used. Then, with the term: "Shall you redeem," the verse again makes a generalization.

⁶⁹ Based on this exegetical method, whenever a verse has a generalization and then a detail and then a generalization, the principle is that you may deduce that the verse is referring only to items similar to the detail; in this case, just as the detail, i.e., silver shekels, is explicitly something that is movable and has intrinsic monetary value, so too, anything that is movable and has intrinsic monetary value can be used. This excludes land, which is not movable property; it excludes Canaanite slaves, who are halakhically compared to land; and it excludes promissory notes, because even though they are movable property, they do not have intrinsic monetary value.

⁷⁰ Ravina said to Ameimar: Does Rabbi Yehuda HaNasi really expound verses through the method of amplifications and restrictions? But doesn't Rabbi Yehuda HaNasi expound verses through the method of generalizations and details?

⁷¹ This is as it is taught in a baraita: The Torah provides the process by which a Hebrew slave who has already completed his six years of servitude may continue on as a slave of his master: "And you shall take the awl and put it through his ear and in the door" (Deuteronomy 15:17). From this verse, I have derived only that an awl can be used; from where do I know to include the thorn of a palm [hasol], and a thorn, a needle, and a gimlet, and a stylus for writing on wax, as valid tools for piercing his ear? The verse states: "And you shall take," which indicates that anything that can be taken by hand is a valid tool. This is the statement of Rabbi Yosei, son of Rabbi Yehuda. Rabbi Yehuda HaNasi says: Not all these items can be used. Rather, since the verse specifies an "awl," only items similar to an awl can be used; just as an awl is distinct in that it is fashioned of metal, so too, anything fashioned of metal can be used.

⁷² And we say with regard to this dispute: About what do they disagree? Rabbi Yehuda HaNasi expounds verses using the method of generalizations and details, and Rabbi Yosei, son of Rabbi Yehuda, expounds verses

⁷³ using the method of amplifications and restrictions.

⁷⁴ Ameimar answers: Yes, generally Rabbi Yehuda HaNasi expounds verses using the method of generalizations and details, but here, with regard to the redemption of the firstborn, this is the reason that he expounds the verses using the method of amplifications and restrictions: He holds in accordance with that which the school of Rabbi Yishmael taught.

⁷⁵ As the school of Rabbi Yishmael taught: When defining which fish it is permitted to eat, the verse states: "This you may eat, from whatever is in the water, anything that has fins and scales in the water, in the seas and in the streams" (Leviticus 11:9). The verse first states the general term: "In the water," "in the water," mentioning it twice, and only afterward mentions the details, i.e., "in the seas and in the streams." When the general and detailed phrases are ordered in this way, they are not expounded as a generalization and a detail, but rather as an amplification and a restriction. Similarly, although Rabbi Yehuda HaNasi generally expounds verses using the method of generalizations and details, with regard to the redemption of the firstborn, since the verse mentions the two general terms first and mentions the specific detail only afterward, he expounds it using the method of amplifications and restrictions.

⁷⁶ The Gemara asks: And the Rabbis, why do they expound the verse about the redemption of a firstborn as a generalization and a detail? Ravina said: Like they say in the West, Eretz Yisrael: Wherever you find two generalizations juxtaposed to each other, followed by a specific detail, place the detail between the two generalizations and thereby expound them as a generalization and a detail followed by another generalization.

⁷⁷ The Gemara concludes the question it asked earlier: Now that you said that Rabbi Yehuda HaNasi expounds verses using the method of generalizations and details, perforce the mishna's ruling in the case of oaths is difficult, as it is derived by expounding the verse as an amplification and a restriction, and Rabbi Yehuda HaNasi does not generally expound verses in that manner. This contradicts Rav Kahana's explanation that the mishna expresses Rabbi Yehuda HaNasi's own

opinion. Rather, one must say that with regard to oaths, Rabbi Yehuda HaNasi formulated the mishna in accordance with the opinion of Rabbi Akiva, but he himself does not hold accordingly.

⁷⁸ § Above (4a), the Gemara cited a baraita. Now the Gemara analyzes the matter itself. The baraita states: From where is it derived that one is liable to bring a sliding-scale offering only for cases in which he had awareness at the beginning and awareness at the end, but had a lapse of awareness in between, when he actually transgressed? The verse states with regard to a person's awareness of the fact that he was impure: "And it was concealed," "and it was concealed," mentioning it twice (Leviticus 5:2–3). The first mention teaches that one is liable only if during the transgression he was unaware of his status, and the second mention teaches that one is liable only if he had awareness of his status before the transgression. This is the statement of Rabbi Akiva.

⁷⁹ The baraita continues: Rabbi Yehuda HaNasi says: This proof is not necessary, as it states in the same verse: "And it was concealed," which indicates, by inference, that initially he had been aware; and nevertheless the verse continues to state: "And he was aware." It emerges, then, that the verse refers here to two different periods of awareness, one before the transgression and one afterward. But if so, why must the verse state: "And it was concealed," a second time? It is in order to render one liable both for a violation due to a lapse of awareness of the fact that he was ritually impure and for a violation due to a lapse of awareness of the fact that the place he entered was actually the Temple.

⁸⁰ The Master said in that baraita: The verse states: "And it was concealed," which indicates, by inference, that initially he had been aware. The Gemara asks: From where is this inferred? Rava said: From the fact that it is not written: And it is concealed from him, which would have been the appropriate formulation had he never been aware of the matter at all. Accordingly, the phrase "and it was concealed" is to be understood as referring to a case in which he had been initially aware.

⁸¹ Abaye said to him: If that is so, then you should also make a similar inference with regard to a suspected adulteress [sota], as it is written that she is liable to undergo the ordeal of drinking the bitter waters when "a man lay with her carnally, and it was concealed from the eyes of her husband" (Numbers 5:13). This would indicate, by inference, that initially he had been aware of the fact that his wife committed adultery. Abaye explains the difficulty: If he was actually aware that his wife had committed adultery, would the bitter waters have the power to examine her?

⁸² But isn't it taught in a baraita: The verse states with regard to a case in which she is found guilty: "And the husband will be free of sin and the wife shall bear her sin" (Numbers 5:31). This verse teaches that only when the husband is free of sin, the water examines his wife, but if the husband is not free of sin, the water does not examine his wife. If the husband had been aware that his wife had committed adultery, then she is forbidden to him and he is required to divorce her. The fact he did not divorce her is considered a sin; consequently, the waters cannot examine his wife.

⁸³ Abaye presents another difficulty to Rava: And furthermore, according to your understanding, you should also make a similar inference with regard to Torah, as it is written: "And it was concealed from the eyes of all living creatures, and from those that soar in the heavens it was hidden" (Job 28:21), which would indicate, by inference, that initially there was someone who was aware of the Torah. But isn't it written: "No man knew its value, and it is not known in the land of the living" (Job 28:13)?

⁸⁴ Rather, Abaye said: The formulation of the verse does not indicate that he actually realized he was impure; it indicates only that he was initially aware of the fact that he had come into contact with a

source of impurity, but he failed to reach the obvious conclusion that he was thereby rendered impure. And Rabbi Yehuda HaNasi holds that the elementary knowledge of the halakhot of ritual impurity that a person gained in his childhood from his school is sufficient, in light of his awareness of the fact he came into contact with a source of impurity, to be considered awareness of the fact that he was impure, and thereby render him liable to bring a sliding-scale offering.

⁸⁵ Rav Pappa said to Abaye: But how can you explain the halakha that is taught in the mishna: For cases in which he did not have awareness at the beginning but had awareness at the end? According to your explanation, is there anyone who does not have the elementary knowledge of the halakhot of ritual impurity that he gained from his school? Abaye said to him: Yes, you find it in the case of a child who was taken captive among gentiles, who never received even the most elementary level of knowledge.

⁸⁶ § The mishna states (2a): With regard to acts of carrying out that are prohibited on Shabbat, there are two types that are four. We learned in a mishna there (Shabbat 2a): With regard to acts of carrying out that are prohibited on Shabbat, there are primarily two basic actions that are four cases with regard to transferring an item inside, to a private domain; and two basic actions that are four cases with regard to transferring an item outside, to a public domain. The Gemara asks: What is different here that the mishna teaches: There are two types that are four, and nothing more; and what is different there, in tractate Shabbat, that the mishna teaches: There are two actions that are four cases with regard to transferring an item inside, to a private domain, and two actions that are four cases with regard to transferring an item outside, to a public domain?

⁸⁷ The Gemara answers: There, in tractate Shabbat, which is where the main discussion of the halakhot of Shabbat is found, the mishna teaches both the primary categories and the subcategories of labor prohibited on Shabbat. But here, in tractate Shevuot, which does not contain the main discussion of the halakhot of Shabbat, the mishna teaches the primary categories of labor prohibited on Shabbat but does not teach the subcategories of labor.

⁸⁸ The Gemara asks: What are the primary categories of transferring an item on Shabbat? They are acts of carrying out from the private domain to the public domain. The Gemara objects: But the acts of carrying out are only two in number, i.e., where the carrying out is done by someone standing in the private domain and when it is done by someone in the public domain. Why then does the mishna state that there are four cases?

⁸⁹ And if you would say that the mishna enumerates four types of carrying out, among them those for which there is liability and among them those for which there is exemption, that is not feasible, as doesn't the mishna teach this case as similar to the different shades of leprous marks? This would indicate that just as there, all four of them are types for which there is liability, so too here, with regard to carrying out on Shabbat, all four of them are types for which there is liability.

⁹⁰ Rather, Rav Pappa said that the difference between the manner in which the halakha is cited in tractates Shevuot and Shabbat must be understood as follows: There, in tractate Shabbat, which contains the main discussion of the halakhot of Shabbat, the mishna teaches both cases of liability and cases of exemption. But here, in tractate Shevuot, which does not contain the main discussion of the halakhot of Shabbat, the mishna teaches only cases of liability but does not teach cases of exemption.

⁹¹ The Gemara asks: What are the cases of liability? They are acts of carrying out from the private domain to the public domain. The Gemara objects: But the acts of carrying out are only two in number. Why then does the mishna state that there are four cases? The Gemara explains: There are two cases of carrying out an item from a private domain to a public domain and two more cases of bringing in an item from a public domain to a private domain.

⁹² The Gemara objects: But the mishna teaches: Acts of carrying out. It does not appear to mention acts of bringing in at all. Rav Ashi said: The tanna also refers to an act of bringing in an item as an act of carrying out an item. The Gemara asks: From where do we know this?

⁹³ It is as we learned in a mishna (Shabbat 73a): One who carries out an item from one domain to another domain is liable. The Gemara claims: Are we not also dealing with a case where he is bringing it in from a public domain to a private domain, and nevertheless the mishna refers to it as carrying out?

⁹⁴ The Gemara questions this assertion: But perhaps the mishna is dealing with a case of carrying out an item from a private domain to a public domain. The Gemara defends its claim: If so, let it instead teach: One who carries out an item from a private domain to a public domain is liable. What is the reason it used the more generalized formulation: From one domain to another domain? To teach that one is liable even if one transfers an item from a public domain to a private domain.

⁹⁵ The Gemara explains further: Even though the mishna addresses carrying an item in from a public domain to a private domain, it refers to it as carrying out. The Gemara explains: What is the reason for this? The tanna refers to any act that involves removal of an item from its place as carrying out. Accordingly, the term can appropriately be used even when an item is brought in to a private domain from a public domain.

⁹⁶ Ravina said: The language of the mishna in tractate Shabbat is also precise in indicating this, as it teaches: With regard to acts of carrying out [yetziyyot] that are prohibited on Shabbat, there are primarily two basic actions that are four cases from the perspective of a person inside a private domain, and two basic actions that are four cases from the perspective of a person outside, in a public domain. And then, immediately, in the continuation of that mishna, it explicates the cases of bringing in an item. Conclude from it that the term: Carrying out, is also used to refer to bringing in an item.

⁹⁷ Rava said: One cannot make any inference from the language of the mishna, as it is not referring to acts of carrying out. Rather, it teaches domains. In other words, it means: With regard to the domains of Shabbat there are two types, the existence of which leads to four types of prohibited transfers, two with regard to carrying out and two with regard to bringing in.

⁹⁸ § The mishna teaches: With regard to different shades of leprous marks, there are two types that are actually four. We learned in a mishna there (Nega'im 1:1): With regard to different shades of leprous marks, there are two types that are actually four: The baheret, mentioned in the Torah (see Leviticus 13:2), is considered a primary mark; it is an intense white, like snow. Secondary to it, i.e., a sub-category of it, is a mark that is white like the lime plaster of the Sanctuary walls.

⁹⁹ That mishna continues: The se'et mentioned in the Torah is considered a primary mark; it is like white wool. Secondary to it is a mark that is white like the membrane of an egg. The ordering of different shades is relevant in determining which shades can be combined together. In order for a leprous mark to be halakhically significant, it must at least be the size of a split Cilician bean [geris].

If a mark is that size, but it is composed of different shades of white, none of which is alone the size of a geris, then if the different shades are compatible they can combine together and will thereby render the person ritually impure.

¹⁰⁰ Rabbi Ḥanina said: Who is the tanna who taught this mishna, which delineates the different shades of leprous marks into two groups? It is not in accordance with the opinion of Rabbi Akiva. As if it were in accordance with the opinion of Rabbi Akiva one would be presented with a difficulty: Since with regard to which shades can combine together, Rabbi Akiva says: The different shades should be ordered this one above this one, and that one above that one, i.e., according to their degrees of brightness, from the most bright to the darkest shade, as follows: Snow white, i.e., baheret; wool white, i.e., se'et; lime; and egg membrane; and only two adjacent shades can combine together. But if so, you have rendered pure a mark that is white like the lime plaster of the Sanctuary walls and is smaller than a geris, as it cannot be combined with any other shade of white.

¹⁰¹ The Gemara explains: With which other shade could we combine the lime-colored mark? We cannot say: Let us combine it together with a snow-white baheret, which is the primary mark relative to a lime-colored mark, as there is a wool-white se'et, which is a more bright white than a lime-colored mark but less bright than snow white. Since baheret is not adjacent to lime it cannot combine with it. We cannot say: Let us combine it together with a se'et, as a lime-colored mark is not its secondary mark and a primary mark can combine only with its secondary mark. This is difficult because the mishna's categorization of a lime-colored mark as a secondary mark indicates that it can be combined with another shade of white. Perforce, the mishna is not in accordance with the opinion of Rabbi Akiva.

¹⁰² The Gemara asks: If that is so, that Rabbi Akiva holds that only adjacent shades of white can combine together, why didn't Rabbi Ḥanina also bring proof from a mark that is white like the membrane of an egg, as with which other shade could we combine it? We cannot say: Let us combine it together with a wool-white se'et, which is the primary mark relative to an egg membrane-colored mark, as there is a lime-colored mark, which is a more bright white than an egg membrane-colored mark but less bright than wool white. Since se'et is not adjacent to egg membrane it cannot combine with it. We cannot say: Let us combine it together with a lime-colored mark, as it is not its type, i.e., they are not of the same category, and so they cannot combine.

¹⁰³ The Gemara answers: What is this comparison? Granted, it would all be well were it not for the difficulty with regard to a mark the color of the lime plaster of the Sanctuary walls, as the difficulty raised with regard to an egg membrane-colored mark is not difficult. As even though the shade of an egg membrane is two stages below that of a se'et, the Merciful One states: "And for a se'et and for a sappahat" (Leviticus 14:56), which indicates that a sappahat is secondary to a se'et and can combine with it even though a sappahat is of a much lower degree of brightness than it. Rabbi Akiva holds that both of the additional shades not explicitly mentioned in the Torah are derived from the word: Sappahat, and so both of them can combine with a se'et. But the difficulty raised with regard to a mark the color of the lime plaster of the Sanctuary walls is indeed difficult. Rather, it is clear that the mishna is not in accordance with the opinion of Rabbi Akiva.

¹⁰⁴ § The Gemara elaborates on Rabbi Akiva's opinion: And where have we learned that according to Rabbi Akiva the different shades should be ordered this one above that one, i.e., according to their degrees of brightness, and only two adjacent shades can combine together?

¹⁰⁵ If we say we learned it from that which is taught in the following baraita, it is difficult. The baraita teaches: Rabbi Yosei said that Yehoshua, son of Rabbi Akiva, asked of Rabbi Akiva: For what reason did the Sages say that the different shades of leprous marks are two types that are four, and proceed to specify their names? Rabbi Akiva said to him: But if not that, what else could they say? Rabbi Yehoshua answered him: Let them say that any mark of a degree of brightness from that of an egg membrane and above is ritually impure.

¹⁰⁶ Rabbi Akiva said to him: They specified the four different shades in order to say that they combine with each other in that order, i.e., each one with its adjacent shade. Rabbi Yehoshua said to him: If so, let them simply say: Any mark of a degree of brightness from that of an egg membrane and above is ritually impure, and they combine with each other. Rabbi Akiva said to him: They specified their names in order to tell you: Any priest who is not an expert in distinguishing between them and in identifying their names is not authorized to inspect the leprous marks and make a decision regarding them.

¹⁰⁷ The Gemara explains the difficulty: Rabbi Yehoshua suggested that according to Rabbi Akiva's opinion it should be sufficient to say that any mark of a degree of brightness from that of an egg membrane and upward is impure, but he did not say that it would also be necessary to add: And any mark of a degree of brightness from that of the lime plaster of the Sanctuary walls and above is impure. If Rabbi Akiva agrees to the categorization of the mishna, then it would be necessary to state separately each category of marks, in a dual formulation, in order to indicate that only shades that are categorized together can combine.

¹⁰⁸ The Gemara suggests: Conclude from the fact that he did not say this to Rabbi Akiva that Rabbi Yehoshua heard of Rabbi Akiva that he says: All the different shades combine with a se'et. Accordingly, both a snow-white baheret and a lime-colored mark will each combine with a se'et, as they are adjacent to it when listed in order of their degrees of brightness. An egg membrane-colored mark will also combine with a se'et, as it is derived from the word: Sappaḥat, and the Torah indicates that a sappaḥat is secondary to a se'et.

¹⁰⁹ The Gemara rejects this proof: But perhaps Rabbi Akiva does hold that the only combinations possible are a se'et and its secondary mark, i.e., an egg membrane-colored mark; and a baheret and its secondary mark, i.e., a lime-colored mark. And perhaps Rabbi Yehoshua in fact proposed that the Sages should use a dual formulation, but the baraita cites only the first half of his suggestion.

¹¹⁰ Rather, Rabbi Akiva's opinion can be inferred from that which Rabbi Ḥanina says, as Rabbi Ḥanina says: The following is an analogy to illustrate the opinion of Rabbi Akiva: To what is this matter comparable? It is comparable to four cups of milk, and two drops of blood fell into one of them, and four drops of blood fell into another one of them, and eight drops of blood fell into another one, and twelve drops of blood fell into the last one. And some say that sixteen drops fell into the last cup. This is a suitable analogy, as the milk in all of the cups still has a similar shade of white, but the cups can be ordered according to their degrees of brightness, as this one is above this one, and that one is above that one. Rabbi Ḥanina's analogy would appear to portray Rabbi Akiva's opinion in the same way it was cited earlier.

¹¹¹ The Gemara rejects this. The Torah states that a "reddish-white affliction" (Leviticus 13:42), not just a flawless white one, renders a person ritually impure. Therefore, the Gemara suggests: Say that you heard Rabbi Akiva express this opinion with regard to combining different shades of a mark that

is mixed [befatukh] with red, which is the case most similar to the analogy offered by Rabbi Ḥanina, but with regard to different shades of flawless white, have you heard Rabbi Akiva express this opinion?

¹¹² And if you would say that just as you heard Rabbi Akiva express this opinion with regard to a mark that is mixed with red, so too, by logical extension, you have effectively heard Rabbi Akiva express this opinion with regard to different shades of flawless white, as what possible reason is there to differentiate between them, this is difficult. And this suggestion is problematic, as in the case of a mixed reddish-white mark itself, did you ever hear him express this opinion? But isn't it taught otherwise in a mishna (Nega'im 1:2): With regard to the various shades of white that are mixed with red, Rabbi Akiva says the reddish variation of this one, i.e., of a baheret, and of that one, i.e., of a lime-colored mark, are like wine diluted in water, except for the following distinction: That the reddish variation of a baheret is still an intense white, like snow, albeit with a somewhat pinkish hue, but the reddish variation of lime is darker than it.

¹¹³ And if it is so that Rabbi Akiva lists the different shades in decreasing order of their degree of brightness, then after mentioning the reddish variation of baheret he should have next said: The reddish variation of a wool-white mark is darker than it, not that the reddish variation of lime is darker than it.

¹¹⁴ They said in response to this: Yes, it is indeed so that Rabbi Akiva continues by referring to the reddish variations of a wool-white mark, and it is taught likewise in a baraita that Rabbi Natan says, referring to that mishna: It is not correct that Rabbi Akiva said: The reddish variation of lime is darker than it; rather, he said that the reddish variation of a wool-white mark is darker than it.

¹¹⁵ § The Gemara considers the source from which the different shades of marks are derived: And from where do we derive that baheret is an intense white color? Abaye said: The verse states: "And if it is a white baheret" (Leviticus 13:4), which indicates that it alone is a bright white and there is no other as white as it.

¹¹⁶ The Sages taught in a baraita: The bright shade of a baheret makes it appear deeper than the surrounding skin, and so the verse states: "And its appearance is deeper than the skin" (Leviticus 13:25). This is like the appearance of an area illuminated by the sun, which appears deeper than the area in the shade. The darker shade of a se'et makes it appear as though it is raised above the surrounding skin; this is indicated by the fact that the word se'et means nothing other than raised, and so the verse states: "Upon all the high mountains and upon all the raised up [hanissaot] hills" (Isaiah 2:14). The words hanissaot and se'et share the same Hebrew root and both refer to something raised up. In the verse: "For a se'et and for a sappahat" (Leviticus 14:56), the word sappahat means nothing other than secondary, and so the verse states: "And he will say: Append me [sefaḥeni] please to one of the priestly classes to eat a piece of bread" (I Samuel 2:36). This teaches that there is a leprous mark that is secondary and appended to a se'et. This is a mark that is the color of an egg membrane.

¹¹⁷ We found a source for a mark that is secondary to a se'et; from where do we derive that there is also a mark that is secondary to a baheret? Rabbi Zeira said: "White" (Leviticus 13:10) is stated with regard to a se'et and "white" (Leviticus 13:4) is stated with regard to a baheret. This teaches that just as the shade of white stated with regard to a se'et has a secondary mark, i.e., the mark that is the color of an egg membrane, so too, the shade of white stated with regard to a baheret has a secondary mark, i.e., the lime-colored mark.

¹¹⁸ A different source for this was taught in a baraita: The verse (see Leviticus 13:2) placed the word *sappaḥat* between *se'et* and *baheret*, to say to you: Just as there is a shade that is secondary to a *se'et*, so too, there is a shade that is secondary to a *baheret*.

¹¹⁹ The mishna in *Nega'im* cited above states: A *se'et* is like white wool. The Gemara asks: What is meant by white wool? Rav Beivai says that Rav Asi says: It is the color of clean wool from a lamb that is wrapped up [*mekhabnin*] in a cover when it is one day old in order to protect it from being sullied, so that the wool will be suitable for producing a fine wool garment.

¹²⁰ § In continuation of his statement cited above Rabbi Ḥanina says: The following is an analogy to illustrate the opinion of the Rabbis, i.e., the opinion expressed in the mishna in *Nega'im* (1:1) that both a *baheret* and a *se'et* have marks that are secondary to them. To what is this matter comparable? To two kings and to two governors [*iparkhei*] where, with regard to their supremacy, the king of this governor is above the king of that governor, and the governor of this king is above the governor of that king. The two kings are analogous to a *baheret* and a *se'et* and their two governors are, respectively, a lime-colored mark and an egg membrane-colored mark. Accordingly, the order of supremacy is: *Baheret*, *se'et*, lime-colored mark, egg membrane-colored mark.

¹²¹ The Gemara questions whether this is a suitable analogy for the opinion of the Rabbis: But this analogy suggests that the shades are ordered, this one above this one and that one above that one, i.e., according to their degrees of brightness. That is Rabbi Akiva's opinion, not the opinion of the Rabbis.

¹²² Rather, a suitable analogy is where the king of this governor is above his own governor, and the king of that governor is above his own governor. So too, each secondary mark is subordinate only to its primary mark.

¹²³ The Gemara presents a different analogy. Rav Adda bar Abba said: For example: A king, and a chief officer [*alkafta*], the vizier [*rofila*], and the Exilarch; each person in the list is more powerful than the subsequent one. The Gemara asks: But this analogy suggests that the shades are ordered, this one above that one, which is Rabbi Akiva's opinion. Rather, a suitable analogy is, for example: A king and the vizier; and a chief officer and the Exilarch. This list splits the four into two groups, each group containing one person who is subordinate to the other.

¹²⁴ The Gemara presents a different analogy. Rava said: The previous suggestion is not precise because all these positions, apart from the king, are subordinate to the king. A more precise analogy would be, for example: King Shapur, the king of Persia, with his subordinate; and the Roman emperor with his subordinate.

¹²⁵ Rav Pappa said to Rava: Which of them is greater, King Shapur or the Roman emperor? Rava said to him: Does he eat in the forest, i.e., do you live disconnected and unaware of events in the world at large? Go out and see whose coin circulates throughout the world, which is an indicator of a government's influence, as it is written with regard to the fourth empire described in Daniel's dream of the future powers of the world: "It shall devour the whole earth and tread upon it and break it into pieces" (Daniel 7:23), and Rabbi Yoḥanan says: This is the guilty empire of Rome whose coin circulates throughout the entire world.

¹²⁶ The Gemara presents a different analogy. Ravina said: For example, a new white woolen garment and a frayed one; a new linen sheet and a frayed one.

¹²⁷ § The mishna (2a) states: In cases of defiling the Temple or its sacrificial foods in which one had awareness at the beginning and awareness at the end, but had a lapse of awareness in between while he actually transgressed, this person is liable to bring a sliding-scale offering. The Sages taught in a baraita: From where is it derived that the verse that describes the liability for a sliding-scale offering (see Leviticus 5:2–4) speaks of nothing other than the defiling of the Temple or its sacrificial foods? While the verse mentions that a violation was committed due to a lapse of awareness of one’s state of impurity, it does not mention which transgression was violated.

¹²⁸ The Gemara explains: And it is a logical inference: Since the Torah has explicitly prohibited and also prescribed punishment for the intentional defiling of something sacred and has rendered one liable to bring an offering for the unwitting defiling of something sacred, it follows that just as when it prohibited and also prescribed punishment for the defiling of something sacred it prohibited and also prescribed punishment only for the intentional defiling of the Temple or its sacrificial foods; so too, when it rendered one liable to bring an offering for the defiling of something sacred it rendered one liable to do so only for the unwitting defiling of the Temple or its sacrificial foods.

¹²⁹ The Gemara asks: But say instead that the obligation to bring a sliding-scale offering is referring to a ritually impure person who partook of the sacred portion of produce grown in Eretz Yisrael that is designated to be given to a priest [teruma], as the Torah also has explicitly prohibited and prescribed punishment for this. One who partakes of teruma while ritually impure is liable to receive death at the hand of Heaven (see Leviticus 22:9). The Gemara answers: It cannot be referring to teruma, because we do not find a sin whose punishment for an intentional violation is death, with regard to which one is liable to bring an offering for its unwitting violation. Sin-offerings, of which the sliding-scale offering is one type, are brought only for transgressions whose intentional violation is punishable by karet.

¹³⁰ The Gemara asks: But say that this statement applies only to a fixed sin-offering, but

¹³¹ one can bring a sliding-scale offering for the unwitting violation of a transgression whose intentional violation is not punishable by karet; just as is the case of a violation for “hearing the voice” (Leviticus 5:1), which is where a litigant asks a witness to testify about an event and he takes a false oath that he did not witness the event, and for taking a false oath with the “utterance of lips” (Leviticus 5:4). In both of these cases, an intentional violation is not punishable by karet, and nevertheless one is liable to bring a sliding-scale offering for an unwitting violation.

¹³² The Gemara answers: It cannot be referring to one who partakes of teruma while ritually impure, as the verse concerning a sliding-scale offering states: “Or if he will touch impurity of a man in any manner of his impurity through which he can become impure” (Leviticus 5:3). The verse states “through which” to exclude an impure person who partakes of teruma from liability to bring a sliding-scale offering.

¹³³ The Gemara asks: But say the verse states “through which” to exclude one who defiles the Temple, and teaches that due to the severity of that transgression it is not sufficient for him to achieve atonement with a sliding-scale offering; rather, he will not achieve atonement until he brings a fixed sin-offering. Accordingly, no proof can be drawn from here.

¹³⁴ Rava read the following verse about Rabbi Yehuda HaNasi: “One who draws water from deep wells” (see Proverbs 20:5); this verse describes Rabbi Yehuda HaNasi, because by delving deeply

into the Bible he found a source that a sliding-scale offering atones for the unwitting defiling of sacrificial foods by partaking of them while ritually impure.

¹³⁵ This is as it is taught in a baraita concerning the verse: “Or if a person will have touched any impure object, whether the carcass of an impure animal [ḥayya] or the carcass of an impure domesticated animal [behema]” (Leviticus 5:2). Rabbi Yehuda HaNasi says: Since a domesticated animal is also referred to as a ḥayya, it would be sufficient if I would read only the verse’s clause about a ḥayya. Why then is an explicit clause about a behema stated? It is in order to derive a verbal analogy. It is stated in the verse here: “An impure domesticated animal,” and it is stated in the verse below with regard to one who intentionally defiles an offering by partaking of it while he is impure: “An impure domesticated animal” (Leviticus 7:21). Just as below the reference is to the defiling of sacrificial foods, so too here, the reference is to the defiling of sacrificial foods.

¹³⁶ The Gemara continues: We found a source for the halakha that the sliding-scale offering atones for the defiling of sacrificial foods; from where do we derive that it also atones for the defiling of the Temple by entering it while ritually impure? The verse states with regard to a woman after childbirth, who is impure due to having given birth: “She may not touch any sacred item and she may not enter the Temple” (Leviticus 12:4). The verse juxtaposes the Temple to sacred items to teach that the halakhot that apply to one apply to the other. Accordingly, the sliding-scale offering atones for both.

¹³⁷ The Gemara asks: If so, that the liability to bring a sliding-scale offering is derived from this verse, then one should also be liable to bring the offering if he partakes of teruma while impure, as the Master said that the general term “sacred item,” in the verse: “She may not touch any sacred item,” serves to include teruma in the prohibition. Accordingly, it should also be included in the obligation to bring a sliding-scale offering.

¹³⁸ The Gemara explains: The Merciful One excludes something with the term “through which” (Leviticus 5:3). Should we say that the term “through which” serves to exclude the defiling of the Temple? No, it is reasonable that we should not exclude the defiling of the Temple, as its intentional violation is punishable by karet, just like one who defiles sacrificial foods by partaking of them while he is impure. Rather, the term must serve to exclude one who partakes of teruma while impure.

¹³⁹ The Gemara offers a counterargument: On the contrary, we should not exclude one who partakes of teruma while impure, as it is a violation done through eating, similar to one who eats sacrificial food while impure. Therefore, there is still no proof that one is liable to bring a sliding-scale offering for defiling the Temple.

¹⁴⁰ Rather, Rava said it can be derived from the following: Why does the Torah mention three times the punishment of karet with regard to one who partakes of peace-offerings while he is impure? The three times are Leviticus 22:3, 7:20, and 7:21. One time is to apply the punishment to the general case of a ritually impure person who partakes of any type of offering, and one time is to apply it to the specific instance of a peace-offering, and one time is to apply it to another case of defiling something sacred that is written in the Torah without specifying what it is referring to, and I do not know from that passage what that case is.

¹⁴¹ Rava continues: The only passage that describes the defiling of something sacred without specifying the situation is the passage in the Torah that discusses a sliding-scale offering brought for the defiling of sacrificial foods. Therefore, you must say that the third mention of karet is referring to the defiling of sacrificial foods. But if it is not needed to teach the matter of defiling sacrificial foods,

as that has been derived through the verbal analogy of Rabbi Yehuda HaNasi, apply it to the matter of defiling the Temple. Accordingly, one who intentionally defiles the Temple by entering it while impure is liable to receive karet, and it is reasonable that he should be liable to bring a sliding-scale offering for doing so unwittingly.

¹⁴² The Gemara asks: But that third mention is necessary in order to expound it in accordance with the statement of Rabbi Abbahu, as Rabbi Abbahu says: Why does the Torah mention three times the punishment of karet with regard to one who partakes of peace-offerings while he is ritually impure? One time is to apply the punishment to the general case of an impure person who partakes of any type of offering, and one time is to apply it to the specific instance of a peace-offering, and one time is to apply it to an impure person who eats items that are not generally eaten, such as frankincense.

¹⁴³ The Gemara adds: And according to Rabbi Shimon, who says that for items that are not generally eaten one is not liable to be punished with karet for partaking of them while he is ritually impure, the third mention is necessary in order to include the case of an impure person who eats an internal sin-offering, as it could enter your mind to say that since Rabbi Shimon says: For any type of offering that is not sacrificed on and its blood applied to the external altar in the manner that peace-offerings are, one cannot be liable to be punished with karet for eating it if it is piggul, i.e., for eating such an offering if it was sacrificed with the intent to consume it after its appointed time. One might have thought that similarly, for such an offering, one is also not liable to be punished with karet for intentionally partaking of it while ritually impure; the third mention teaches us that one is indeed liable. Therefore, there is still no proof that one is liable to bring a sliding-scale offering for unwittingly entering the Temple while impure.

¹⁴⁴ Rather, the Sages of Neharde'a said in the name of Rava that it can be derived from the following: Why does the Torah mention three times the ritually impure status with regard to one who partakes of peace-offerings while he is impure? That is, each of the three times that the Torah mentions the punishment of karet, it also mentions the fact that the person was impure at the time. One time is for the general case of an impure person who partakes of any type of offering, and one time is for the specific instance of one who partakes of a peace-offering, and one time is to apply it to another case of defiling something sacred that is written in the Torah without specifying what it is referring to, and I do not know from that passage what the case is.

¹⁴⁵ Now, the only passage that describes the defiling of something sacred without specifying the situation is the passage in the Torah that discusses a sliding-scale offering that is brought for the defiling of sacrificial foods. Therefore, you must say that the third mention of karet is referring to the defiling of sacrificial foods. But if it is not needed to teach the matter of defiling sacrificial foods, as that has been derived through the verbal analogy of Rabbi Yehuda HaNasi, apply it to the matter of defiling the Temple.

¹⁴⁶ The Gemara asks: But that third mention is also necessary, because since it is necessary for the Torah to write the karet punishment three times in order to expound it in accordance with the statement of Rabbi Abbahu, it also has to write that the person was ritually impure, as it is not sufficient to mention the punishment without mentioning for what the punishment is given. Accordingly, there is still no proof that one is liable to bring a sliding-scale offering for unwittingly defiling the Temple.

¹⁴⁷ Rather, Rava said: It is derived from a verbal analogy between the terms “his impurity” and “his impurity,” as follows: It is written here, with regard to a sliding-scale offering: “Or if he will touch impurity of a man in any manner of his impurity through which he can become impure” (Leviticus 5:3),

¹⁴⁸ and it is written there with regard to the red heifer: “Whoever touches the corpse of a man who died and is not sprinkled, he will have contaminated the Tabernacle of God...he will be impure, his impurity is still upon him” (Numbers 19:13). This verbal analogy teaches that just as there the verse is referring to the defiling of the Temple, so too here, the sliding-scale offering is brought to atone for the defiling of the Temple.

¹⁴⁹ The Gemara asks: But if so, why do I need the term “through which” (Leviticus 5:3)? The Gemara earlier derived from this term that one who is impure and unwittingly eats teruma is not liable to bring a sliding-scale offering. The Gemara has now derived that the sliding-scale offering atones specifically for the unwitting defiling of the Temple. If so, it is obvious that one is not liable for unwittingly eating teruma, and the phrase is superfluous.

¹⁵⁰ The Gemara answers: The term “through which” serves to include one who was rendered impure by eating the unslaughtered carcass of a kosher bird. Unlike other impure items, which render impure any person who touches them, the carcass of a kosher bird renders a person impure only if he eats it. Therefore, one might have thought he would not be liable for entering the Temple if he was rendered impure by having eaten the carcass of a kosher bird. The extra term is therefore necessary to teach that one is liable.

¹⁵¹ The Gemara challenges: But didn’t you say above that the term “through which” is a restriction? How can you now use it to include additional cases? The Gemara explains: It is precisely because it is a restriction that it includes additional cases. As it is written at the beginning of that verse: “Or if he will touch an impurity of a man” (Leviticus 5:3), which indicates that one who is impure with a form of impurity that can impart impurity through touching, yes, he is liable for defiling the Temple by entering it in his impure state. But if one is impure with a form of impurity that cannot impart impurity through touching, then one would not be liable. Therefore, the verse opens with a restriction, and when the verse continues, and it is written “through which,” which is also a restriction, this constitutes a restriction after a restriction, and a restriction after a restriction serves only to amplify the halakha, applying it to additional cases.

¹⁵² § The mishna continues: For cases in which one had awareness at the beginning, but then transgressed during a lapse of awareness and still had no awareness at the end, the goat whose blood presentation is performed inside the Sanctuary on Yom Kippur, and Yom Kippur itself, suspend any punishment that he deserves until he becomes aware of his transgression, at which point he must bring a sliding-scale offering. The Sages taught in a baraita: The verse states with regard to the internal goat offering: “And he shall effect atonement upon the Sanctuary from the impurities of the children of Israel and from their acts of rebellion, for all their sins” (Leviticus 16:16).

¹⁵³ With regard to this matter, i.e., the atonement effected by the sacrifice of the goat, I can state that this verse serves to amplify the atonement by teaching that the goat offering atones for the following three sins, which the Torah is referring to as impurities: The impurity of the sin of idol worship, and the impurity of engaging in forbidden sexual relations, and the impurity of perpetrating bloodshed.

¹⁵⁴ The baraita demonstrates that each of these sins is referred to as impurity: With regard to idol worship the verse states: “For he had given his offspring to Molekh in order to render impure My Sanctuary” (Leviticus 20:3). With regard to forbidden sexual relations the verse states: “You shall safeguard My charge not to do any of the abominable traditions that were done before you and not to render yourself impure through them” (Leviticus 18:30). With regard to bloodshed the verse states: “The land will not atone for the blood that was spilled on it except through the blood of the one who spilled it; you shall not render the land impure” (Numbers 35:34). One might have thought that the goat offering would atone for these three types of impurities. To counter this, the verse states: “From the impurities of the children of Israel” (Leviticus 16:16). The restrictive term “from” indicates that it atones for some impurities but not for all impurities.

¹⁵⁵ The baraita derives the type of impurity for which the goat offering does atone: What do we find is the impurity that the verse differentiates from all other impurities? You must say that the verse is referring to the defiling of the Temple or its sacrificial foods. It is specifically for this transgression that the Torah provides one with the means of achieving atonement, i.e., by bringing a sliding-scale offering. So too here, since the verse limits the atonement of the goat offering to transgressions involving impurity, it is logical that it can also atone only for the defiling of the Temple or its sacrificial foods. This is the statement of Rabbi Yehuda.

¹⁵⁶ Rabbi Shimon says: It is not necessary to derive which transgressions the goat offering atones for by comparing the verse written concerning it to a different verse. Rather, from its own place, i.e., from the verse about the atonement effected by the goat itself, it can be determined, as it states: “And he shall effect atonement upon the Sanctuary [hakodesh] from the impurities of the children of Israel,” which should be interpreted as saying that it atones for the defiling of anything sacred [kodesh], i.e., the Temple or its sacrificial foods.

¹⁵⁷ The baraita continues: One might have thought that this goat offering would atone for all cases of the defiling of the Temple, even where there was awareness at the beginning and at the end. To counter this, the verse states: “And from their acts of rebellion, for all their sins” (Leviticus 16:16), which indicates that the goat offering atones only for sins that are similar to acts of rebellion. Just as it atones for acts of rebellion that are not subject to atonement through an offering, as sin-offerings brought by an individual are brought only for unwitting sins, so too, it atones only for sins that are not subject to atonement through an offering. As long as one does not become aware of his sin, it cannot be atoned for through the sliding-scale offering. Accordingly, the goat will atone for it.

¹⁵⁸ The baraita continues. And from where is it derived for a case in which one had awareness at the beginning but did not have awareness at the end, that this goat suspends the punishment that he deserved until he becomes aware of his transgression? The verse states “for all their sins,” from which it is indicated that the goat offering atones only for those who are potentially liable to bring a sin-offering, i.e., the sliding-scale offering, should they become aware of their sin.

¹⁵⁹ The Gemara clarifies some of the details of the baraita. The Master said: With regard to this matter, I can state that this verse serves to amplify the atonement by teaching that the goat offering atones for the following three sins, which the Torah is referring to as impurities: The impurity of the sin of idol worship, and the impurity of engaging in forbidden sexual relations, and the impurity of perpetrating bloodshed.

¹⁶⁰ The Gemara asks: Concerning this sin of idol worship, for which one might have thought the goat would atone, what are the circumstances? If you say the reference is to a case where he transgressed intentionally, then one can counter that he is subject to the death penalty and no offering will atone for his sin. And if you say the reference is to a case where he transgressed unwittingly, then one can counter that he is liable to bring his own sin-offering for his transgression, and the goat will not atone for him.

¹⁶¹ The Gemara answers: The goat offering atones in a case where he transgressed intentionally but witnesses did not forewarn him about his transgression, and therefore he is not liable to receive the death penalty. It also atones in a case where he transgressed unwittingly, but by the time Yom Kippur arrived he had still not become aware of his transgression and therefore he was not liable to bring an offering.

¹⁶² The Gemara asks further: With regard to forbidden sexual relations, for which one might have thought the goat offering would atone as well, what are the circumstances? If you say the reference is to a case where he transgressed intentionally, then one can counter that he is subject to the death penalty and so no offering will atone for his sin. And if you say the reference is to a case where he transgressed unwittingly, then one can counter that he is liable to bring his own sin-offering for his transgression, and so the goat will not atone for him.

¹⁶³ The Gemara answers: The goat offering atones in a case where he transgressed intentionally but witnesses did not forewarn him about his transgression, so he is not liable to receive the death penalty. It also atones in a case where he transgressed unwittingly, but by the time Yom Kippur arrived he had still not become aware of his transgression, so he was not liable to bring an offering.

¹⁶⁴ The Gemara asks further: Concerning the bloodshed for which one might have thought that the goat would atone as well, what are the circumstances? If you say the reference is to a case where he transgressed intentionally, then one can counter that he is subject to the death penalty, so no offering will atone for his sin. And if you say the reference is to a case where he transgressed unwittingly, then one can counter that he is subject to go into exile, so the goat offering will not atone for him.

¹⁶⁵ The Gemara answers: The goat offering atones in a case where he transgressed intentionally but witnesses did not forewarn him about his transgression, and so he is not liable to receive the death penalty. It also atones in a case where he transgressed unwittingly, but by the time Yom Kippur arrived he had still not become aware of his transgression, so he was not liable to bring an offering. Alternatively, it is referring to those cases for which the perpetrator is not subject to exile, e.g., where the death was caused in a way that was almost unavoidable, or where it was very close to being considered intentional.

¹⁶⁶ § The Gemara continues to analyze the next part of the baraita: The Master said: One might have thought that the goat offering would atone for these three types of impurities. To counter this, the verse states: “From the impurities of the children of Israel” (Leviticus 16:16). The restrictive term “from” indicates that it atones for some impurities but not for all impurities. What do we find is the impurity that the verse differentiates from all other impurities? We find it with regard to the defiling of the Temple or its sacrificial foods. It is specifically for this transgression that the Torah provides one with the means of achieving atonement, i.e., by bringing a sliding-scale offering. So too here, since the verse limits the atonement of the goat offering to transgressions involving impurity, it is

logical that it can also atone only for the defiling of the Temple or its sacrificial foods. This is the statement of Rabbi Yehuda.

¹⁶⁷ The Gemara asks: In what way does the Torah differentiate the impurity of this transgression from other types of transgressions? It is differentiated in that one brings a sliding-scale offering to atone for it. But if that is a sufficient distinction, then say instead that the goat offering atones for idol worship, and in what way does the Torah differentiate it from other types of transgressions?

¹⁶⁸ Before answering, the Gemara interjects with a mnemonic that summarizes which cases it will suggest the goat offering should atone for: Idol worship, a woman after childbirth, a leper, a nazirite, etc.

¹⁶⁹ The Gemara returns to answer its question: It is differentiated in that he brings a she-goat as a sin-offering and not an ewe, which is the animal brought as a sin-offering for other transgressions.

¹⁷⁰ Rav Kahana said: We said that the goat offering should atone for a transgression that the Torah differentiates in order to be lenient relative to other transgressions, but this case of idol worship is one that the Torah differentiates in order to be stringent relative to other transgressions. Accordingly, the verse cannot be referring to idol worship.

¹⁷¹ The Gemara asks: Why not say instead that the goat offering atones for a woman after childbirth, as the Torah differentiates her from other people who must bring a sin-offering following a period of impurity in that she brings a sliding-scale offering, whereas others bring a fixed sin-offering? Rav Hoshaya said: The verse states: “For all their sins” (Leviticus 16:16), and not: For all their impurities. Accordingly, since the offering brought by a woman after childbirth is not to atone for a sin, but due to the fact that she went through a period of ritual impurity, the goat offering will not atone for her.

¹⁷² The Gemara asks: But if so, according to Rabbi Shimon ben Yoḥai, who says: A woman after childbirth brings an offering because she is also a sinner, what is there to say? Under the intense pain of childbirth a woman is apt to take an oath not to engage in intercourse in order to avoid becoming pregnant again. This is regarded as a sin because she will certainly violate that oath. The Gemara answers: Rabbi Shimon conforms to his line of reasoning, as he said in the baraita: From its own place, i.e., from the verse about the atonement of the goat offering itself, it can be determined what the goat offering atones for.

¹⁷³ The Gemara asks: Why not say that the goat offering atones for a leper, as the Torah differentiates him from other people who must bring a fixed offering following a period of impurity in that he brings a sliding-scale offering? Rav Hoshaya said: The verse states: “For all their sins” and not: For all their impurities. Accordingly, since the offering brought by a leper is not to atone for a sin, the goat offering will not atone for him.

¹⁷⁴ The Gemara asks: But if so, according to Rabbi Shmuel bar Naḥmani, who says: Leprous marks come upon a person for seven matters, i.e., seven different sins, what is there to say? The Gemara answers: There, it is his leprous mark that atones for his sin, and the offering is brought in order to permit him to reenter the congregation, after having been ostracized while he was a leper.

¹⁷⁵ The Gemara asks: But why not say that the goat offering atones for a nazirite who became ritually impure, as the Torah differentiates him from other people who must bring an offering following a period of impurity in that he brings doves or young pigeons? Rav Hoshaya said: The

verse states: “For all their sins” and not: For all their impurities. Accordingly, since the offering brought by a nazirite is not to atone for a sin, the goat offering will not atone for him.

¹⁷⁶ The Gemara asks: But if so, according to Rabbi Elazar HaKappar, who says: A nazirite is also a sinner because he unnecessarily abstained from wine, what is there to say? The Gemara answers: He holds in accordance with the opinion of Rabbi Shimon, who says in the baraita: From its own place, i.e., from the verse about the atonement of the goat itself, it can be determined what the goat offering atones for.

¹⁷⁷ § The Gemara continues to clarify the next part of the baraita: The Master said: Rabbi Shimon says: It is not necessary to derive which transgressions the goat offering atones for by comparing the verse written concerning it to a different verse. Rather, from its own place, i.e., from the verse about the atonement effected by the goat itself, it can be determined, as it states: “And he shall effect atonement upon the Sanctuary [hakodesh] from the impurities of the children of Israel,” which should be interpreted as saying that it atones for the defiling of anything sacred [kodesh], i.e., the Temple or its sacrificial foods. The Gemara explains Rabbi Yehuda’s opinion, asking: Rabbi Shimon is saying well; why does Rabbi Yehuda disagree? The Gemara answers: Rabbi Yehuda could have said to you: That verse is necessary to teach that in the same manner that he performs the blood presentation in the innermost sanctum, i.e., in the Holy of Holies, that is how he shall later perform them in the Sanctuary.

¹⁷⁸ The Gemara asks: And how does Rabbi Shimon derive that halakha? That halakha is derived from the continuation of the verse: “And so shall he do to the Tent of Meeting,” i.e., the Sanctuary. The Gemara asks: And what does Rabbi Yehuda derive from that part of the verse? The Gemara explains: He holds that if this halakha would be derived only from that part of the verse, I would say that he should bring another bull and goat, slaughter them, and perform the blood presentations in the Sanctuary with their blood. Therefore, the first part of verse: “And he shall effect atonement upon the Sanctuary,” teaches us that all the presentations are made with blood from the same bull and goat. The Gemara asks: And why does Rabbi Shimon not need the first part of the verse to derive this? The Gemara explains that the verse: “And so shall he do to the Tent of Meeting,” itself indicates that the blood used in the Tent of Meeting, i.e., in the Sanctuary, is from the same bull and goat.

¹⁷⁹ § The Gemara cites the next part of the baraita: The Master said: One might have thought that this goat offering would atone for all cases of the defiling of the Temple, even where there was awareness at the beginning and at the end. To counter this, the verse states: “And from their acts of rebellion, for all their sins” (Leviticus 16:16), which indicates that the goat offering atones only for transgressions with regard to which the perpetrator is not subject to bring an offering brought by an individual to atone for himself. The Gemara asks: What is the case for which the goat offering does not atone? Where one had awareness at the beginning and had awareness at the end. The Gemara objects: But the person in that case is subject to atonement through an offering. If so, even without this verse it would be obvious that the goat offering would not atone for him and absolve him from his obligation to bring an offering.

¹⁸⁰ The Gemara explains: No, the verse is necessary to teach that the goat does not atone for him in a case in which he became aware of his transgression close to sunset before the onset of Yom Kippur and was unable to bring his offering before Yom Kippur. In such a case it might enter your mind to say that until he brings his sliding-scale offering the day after Yom Kippur,

¹⁸¹ the goat would suspend any punishment that he deserved. Therefore, the verse teaches us that since the transgression is of a type that is subject to an offering brought by an individual, the goat does not effect any atonement for it.

¹⁸² § The Gemara cites the next part of the baraita: The Master said: From where is it derived that if a person had awareness at the beginning but did not have awareness at the end, that this goat suspends the punishment that he deserved until he becomes aware of his transgression? The Gemara challenges: Why does the baraita ask: From where is it derived? What is it that the baraita finds difficult about this that it searches for a proof for it?

¹⁸³ The Gemara explains: This is what the baraita finds difficult: Now that you have said that the goat atones only for sins that are similar to acts of rebellion, such that just as it atones for acts of rebellion that are not subject to atonement through an offering, so too, it atones only for sins that are not subject to atonement through an offering, why not compare them in a more restrictive manner and say: Just as it atones only for acts of rebellion that are never subject to atonement through an offering, so too, it atones, or suspends punishment, only for sins that are never and will never be subject to atonement through an offering? And what types of transgressions are they? They are in cases where one did not have awareness at the beginning but did have awareness at the end. But where he had awareness at the beginning but did not have awareness at the end, since when he becomes aware, he is subject to an offering, one could say that the goat will not even suspend his punishment.

¹⁸⁴ And if you would say that the comparison should not be understood in this way, because for one who did not have awareness at the beginning but did have awareness at the end, the goat whose blood presentation is performed outside the Sanctuary and Yom Kippur itself atone, that is difficult. If atonement is achieved through them, it is unnecessary for the verse to teach that atonement is not effected by the internal goat. Perforce, the comparison must be understood as the baraita presents it. What then is the difficulty of the baraita?

¹⁸⁵ The Gemara explains: It could enter your mind to say that we should reverse our conclusions about which offering atones for which type of transgression. In other words, one could say that the internal goat atones for the sin of one who did not have awareness at the beginning and the external goat atones for the sin of one who did have awareness at the beginning. If so, the comparison could be fully extended, as the Gemara suggested, and accordingly one could have thought that the internal goat would not atone for one who had awareness at the beginning. To counter this, the verse states: “For all their sins,” which indicates by inference that the internal goat atones only for those who are potentially liable to bring a sin-offering, i.e., the sliding-scale offering, should they become aware of their sin.

¹⁸⁶ The Gemara challenges: But let one who is still not aware of his transgression achieve complete atonement, so that even should he later become aware of his transgression, he will not have to bring an offering. Why does the baraita say that the goat only suspends the punishment? The Gemara answers: If it were written: From their sins, it would be interpreted as you say, but now that it is written: “For all their sins,” this indicates that it is referring to those sins whose commission will potentially cause the transgressor to become subject to an obligation to bring a sin-offering.

¹⁸⁷ The Gemara asks: But once it has been determined that the goat does not effect complete atonement, to what end does it suspend punishment? Rabbi Zeira said: The baraita means to say that

if he dies before he brings his offering, he dies without liability for sin. Rava said to him: If he dies, he does not need the offering to atone for him, since death itself cleanses him of all his sins. Rather, Rava said there is a different explanation: The baraita means to say that the goat serves to protect him from being punished with suffering before he has brought his offering.

¹⁸⁸ § The mishna teaches: For cases in which one did not have awareness at the beginning but had awareness at the end, the goat whose blood presentation is performed outside the Sanctuary, i.e., the goat of the additional offerings of Yom Kippur, and Yom Kippur itself, atone. This is derived from the fact that the Torah juxtaposes the internal and external goats to teach that both atone only for cases in which one had awareness of his transgression at some point, although each offering atones in a different case.

¹⁸⁹ The Gemara comments: Now, the verse juxtaposes the two goats with each other to teach that they effect atonement for similar cases. But then let the internal goat atone both for itself, i.e., for the cases that it normally atones for, and for that which the external goat normally atones for, and the practical difference will be in a case where, for some reason, the service of the external goat was not performed. The Gemara explains: The verse states: “Aaron shall bring atonement upon its corners once a year; with the blood of the sin-offering of atonement once in the year shall he make atonement for it throughout your generations” (Exodus 30:10). The emphasis of the repeated term “once” teaches that the goat effects one atonement for only one case but cannot effect two atonements for two different cases.

¹⁹⁰ The Gemara challenges: But then let the external goat atone both for itself, i.e., for the cases that it normally atones for, and for that which the internal goat normally does atone for, and the practical difference will be in a case of the defiling of the Temple or sacrificial foods that occurred between the offering of this goat and that goat. If it occurs after the internal goat’s blood presentation, then the external goat will effect atonement for it. The Gemara explains: The verse states: “Aaron shall bring atonement upon its corners once a year” (Exodus 30:10). The emphasis on the term “once a year” teaches that this atonement, for the specific case that it atones for, should be

¹⁹¹ only once a year.

¹⁹² According to the mishna, the external goat atones for a case in which there was no awareness at the beginning but there was awareness at the end. The Gemara asks: And according to Rabbi Yishmael, who says: For a case in which one did not have awareness at the beginning but did have awareness at the end, that person is liable to bring an offering, for what does the goat whose blood presentation is performed outside the Sanctuary atone? The Gemara answers: It atones for a case in which one did not have awareness, neither in the beginning, nor in the end.

¹⁹³ The Gemara challenges this answer: But for that case, the goats of the Festivals and the goats of the New Moons atone. The Gemara explains: He holds in accordance with the opinion of Rabbi Meir, who says: The atonement effected by all the goats offered as part the additional offerings, i.e., those of the New Moons, the Festivals, and Yom Kippur, is the same: They all atone for various cases of the defiling of the Temple or its sacrificial foods.

¹⁹⁴ The Gemara asks: But if Rabbi Yishmael holds that the internal goat atones for a situation in which there was no awareness at all, with regard to what halakha does the Torah juxtapose the internal goat with the external goat? The Gemara explains: The juxtaposition teaches that just as the

internal goat does not atone for other transgressions, so too, the external goat does not atone for other transgressions. Rather, they both atone only for the defiling of the Temple or its sacrificial foods.

¹⁹⁵ § The mishna teaches: For the defiling of the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end, the goats brought as sin-offerings as part of the additional offerings of the Festivals and the goats brought as sin-offerings as part of the additional offerings of the New Moons atone. This is the statement of Rabbi Yehuda.

¹⁹⁶ The Gemara elaborates: Rav Yehuda says that Shmuel says: What is the reasoning of Rabbi Yehuda? The verse states with regard to additional offerings of the New Moons: “And one goat for a sin-offering to the Lord” (Numbers 28:15). The final phrase, which literally means: A sin to the Lord, alludes to the fact that this goat atones for a sin of which only the Lord is aware, i.e., where there was no awareness either at the beginning or at the end.

¹⁹⁷ The Gemara objects: But this phrase is necessary in order to expound it in accordance with the statement of Reish Lakish, as Reish Lakish says: What is different about the goat brought as a sin-offering of the New Moon that it is stated with regard to it: “To the Lord,” a term not written with regard to other sin-offerings? The Holy One, Blessed be He, says, as it were: This goat shall be an atonement for the fact that I diminished the size of the moon.

¹⁹⁸ The Gemara resolves the problem: If so, i.e., if the phrase was needed only for that statement, let the verse state only: A sin-offering for the Lord. For what reason does it state: “To the Lord”? In order to expound it in accordance with that which we have said, that it atones only for a sin that the Lord alone is aware of.

¹⁹⁹ The Gemara asks: But why not say that the whole of the phrase comes exclusively to teach this halakha, and not to expound it in accordance with Reish Lakish’s statement at all? The Gemara answers: If so, let the verse state: A sin-offering of the Lord. For what reason does it state: “To the Lord”? You can conclude two conclusions from it.

²⁰⁰ The Gemara asks: But let the goat atone even for other transgressions that a person never became aware of. Why does Rabbi Yehuda limit the scope of its atonement? The Sages of the school of Rabbi Yishmael taught: Since this goat of the New Moon is brought at a fixed time, and that goat of Yom Kippur is brought at a fixed time, they must atone for similar transgressions. Just as that goat of Yom Kippur atones only for the defiling of the Temple or its sacrificial foods, so too, this goat of the New Moon atones only for the defiling of the Temple or its sacrificial foods.

²⁰¹ The Gemara says: We found a source teaching that the goats of the New Moons atone for the defiling of the Temple or its sacrificial foods. From where do we derive that the goats of the Festivals also atone for such cases? And if you would say that this can also be derived in accordance with that which the Sages of the school of Rabbi Yishmael taught, that suggestion can be refuted as follows: If you try to derive it through a comparison to the goats of the New Moon, the comparison is flawed, as those goats are more frequent than those of the Festivals. And if you try to derive it through a comparison to the goat of Yom Kippur, that comparison is also flawed, as that goat has a more extensive atonement, since it atones for all sins. And if you would say:

²⁰² Don’t we derive the atonement of the goat of the New Moon through a comparison to the goat of Yom Kippur and we did not refute it by saying that the atonement of the goat of Yom Kippur is more extensive, that is not relevant: There, with regard to the goat of the New Moon, the basic fact that it

provides atonement is written in the verse, as Rav Yehuda explains above, and the comparison to the goat of Yom Kippur is merely revealing a matter, i.e., it teaches in what way its atonement is limited. But here, with regard to the goats of the Festivals, the verse does not mention any details about atonement, so it is valid to say that we do not derive the entire matter from the comparison to the goat of Yom Kippur, as it provides a more extensive atonement.

²⁰³ Rather, the atonement of the goats of the Festivals is derived just as Rabbi Ḥama, son of Rabbi Ḥanina, says in explanation of the opinion of Rabbi Meir (10a): The matter is derived from the fact that with regard to the goat of the Festivals (see Numbers, chapters 28–29) the verses that mention the goat could have simply stated: A goat, but instead state: “And a goat.” Here too, the fact that the verse could have simply stated: A goat, but instead states: “And a goat,” indicates that the goats of the Festivals are juxtaposed with the goat of the New Moon, which are mentioned at the beginning of that passage, and teaches that they all effect a similar atonement. Just as the goats of the New Moon atone only for cases in which one did not have awareness, neither at the beginning nor at the end, so too, the goats of the Festivals atone only for cases in which one did not have awareness, neither at the beginning nor at the end.

²⁰⁴ A dilemma was raised before the Sages: When Rabbi Yehuda says that the goats of the New Moons and the Festivals atone for cases in which one did not have awareness, neither at the beginning nor at the end, does that statement apply only to a sin that will never eventually become known, e.g., where no one was present when the person became ritually impure, but with regard to a sin that will eventually become known, it is considered to be like a case of one who has awareness of his sin at the end, and therefore only the goat whose blood presentation is performed outside the Sanctuary and Yom Kippur itself atone for it? Or perhaps, even with regard to a sin that will eventually become known, right now, at least, before it becomes known, I can call it a sin of which only God is aware, and therefore the goats of the New Moons and the Festivals atone for it.

²⁰⁵ The Gemara concludes: Come and hear a resolution of this dilemma, as it is taught in a baraita: For a case in which one did not have awareness, neither at the beginning nor at the end, and it is a sin that will eventually become known, the goats of the Festivals and the goats of the New Moons atone. This is the statement of Rabbi Yehuda.

²⁰⁶ § The mishna teaches: Rabbi Shimon says: The goats of the Festivals atone for a case in which one never had awareness of his transgression, but the goats of the New Moons do not. Rather, the latter atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food.

²⁰⁷ The Gemara elaborates: Rabbi Elazar says that Rabbi Oshaya says: What is the reasoning of Rabbi Shimon? The verse states: “And He gave it to you to bear the sin of the congregation” (Leviticus 10:17), and this verse is written with regard to the goat of the New Moon. And its capacity to atone is derived from the frontplate through a verbal analogy between the words “sin” in this verse, and the word “sin” stated with regard to the frontplate. The verse there states: “And it shall be on Aaron’s forehead and Aaron will bear the sin of the sacred offerings” (Exodus 28:38). The verbal analogy teaches as follows: It is stated here, with regard to the goat of the New Moon: “Sin,” and it is stated there, with regard to the frontplate: “Sin.” Just as there, in the verse in Exodus, the atonement is for a sin involving the ritual impurity of sacrificial meat, i.e., where such meat is placed on the altar, so too here, in the verse in Leviticus, the atonement is for a sin involving the ritual impurity of sacrificial meat, i.e., where a ritually pure person partakes of it.

²⁰⁸ The Gemara asks: If the two cases are to be compared, then one could take the comparison further: Just as there, in the verse in Exodus, the atonement is only for meat that ascends upon the altar, so too here, in the verse in Leviticus, the atonement is only for meat that ascends upon the altar. The Gemara rejects this suggestion: It is written with regard to the goat of the New Moon: “To bear the sin of the congregation.” This indicates that it atones for the personal sin of partaking of sacrificial meat that was to be consumed by an individual, which became ritually impure.

²⁰⁹ The Gemara suggests: Now, the atonement of the goats of the New Moon and that of the frontplate are derived from one another by a verbal analogy. If so, let the goat of the New Moon atone for itself, i.e., for the cases that it normally atones for, and for that which the frontplate normally atones for, and the practical difference will be in a case where the frontplate was broken. The Gemara answers: The verse states with regard to the goat of the New Moon: “To bear the sin of the congregation,” which indicates that it bears, i.e., atones for, only one sin, but it does not bear two sins.

²¹⁰ The Gemara suggests: But let the frontplate atone for itself, i.e., for those cases that it normally atones for, and for that which the goats of the New Moon normally atone for, and the practical difference will be in a case of the defiling of the Temple or its sacrificial foods that occurred between the goat offering of this New Moon and that New Moon which follows. The Gemara answers: The verse states with regard to the goat of the New Moon: “And He gave it to you to bear the sin of the congregation,” which indicates that it bears, i.e., atones for, that sin, but another does not bear that sin.

²¹¹ Rav Ashi states another proof for the opinion that each atones in a different case: It is stated here with regard to the goat of the New Moon: “The sin of the congregation,” which indicates that it atones for the sin of the congregation, but not for the sin involving sacred offerings. And there, with regard to the frontplate, it is written: “The sin of the sacred offerings,” which indicates that it atones for the sin involving sacred offerings, but not for the sin of the congregation.

²¹² The Gemara says: We found a source for Rabbi Shimon’s opinion about the goats of the New Moons, that they atone for a ritually pure person who partook of ritually impure sacrificial food. From where do we derive his opinion about the goats of the Festivals, that they atone for cases of the defiling of the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end?

²¹³ The Gemara answers: It is derived just as Rabbi Ḥama, son of Rabbi Ḥanina, says, in explanation of the opinion of Rabbi Meir (10a): The fact that with regard to the goat of the Festivals the verses that mention the goats could have simply stated: A goat, but instead state: “And a goat,” teaches that the goats of the Festivals effect an atonement similar to that of the goat of the New Moon that is mentioned at the beginning of that passage. Here too, the fact that the verse could have simply stated: A goat, but instead states: “And a goat,” teaches that the goats of the Festivals effect an atonement similar to that of the goat of the New Moon, which is mentioned at the beginning of that passage.

²¹⁴ And through this additional “and,” the goats of the Festivals are juxtaposed with the goats of the New Moons, indicating that just as the goats of the New Moons atone for a case involving sacrificial food, i.e., where a ritually pure person partook of ritually impure sacrificial food, so too, the goats of the Festivals atone for a similar case involving sacrificial food, i.e., where a ritually impure person partook of ritually pure sacrificial food.

²¹⁵ And if you would say: Let the goats of the Festivals atone for that which the goats of the New Moon are sacrificed, that is not possible. Didn't we say above that the verse states with regard to the goat of the New Moon: "And He gave it to you to bear the sin of the congregation," which indicates that it bears, i.e., atones for, that sin but another does not bear that sin?

²¹⁶ And if you would say: Let the goats of the Festivals atone for that which the goat of Yom Kippur is brought, that is not possible. Didn't we say above that the verse states with regard to the goat of Yom Kippur: "Aaron shall bring atonement upon its corners once a year" (Exodus 30:10)? The emphasis on "once a year" teaches that this atonement for this case should be only once a year.

²¹⁷ The Gemara explains: It must be that the goats of the Festivals atone for cases of defiling of the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end, because if not, for what other matter involving sacrificial foods could they atone?

²¹⁸ If you say they atone for cases in which one had awareness at the beginning and had awareness at the end, then one can counter that he is liable to bring an offering to atone for his transgression, and therefore the goats of the Festivals will not atone for him. If you say they atone for cases in which one had awareness at the beginning but did not have awareness at the end, then one can counter that the goat whose blood presentation is performed inside the Sanctuary and Yom Kippur itself suspend any punishment that he deserves until he becomes aware of his transgression. If you say they atone for cases in which one did not have awareness at the beginning but did have awareness at the end, then one can counter that the goat whose blood presentation is performed outside the Sanctuary and Yom Kippur itself atone.

²¹⁹ Perforce, they atone only for cases in which one did not have awareness, neither at the beginning nor at the end.

²²⁰ § The mishna teaches that Rabbi Meir says: The atonement effected by all the goats offered as part of the additional offerings, i.e., those of the New Moons, Festivals, and Yom Kippur, is the same. They all atone for various cases of the defiling of the Temple or its sacrificial foods.

²²¹ Rabbi Ḥama bar Rabbi Ḥanina said: What is the reasoning of Rabbi Meir? With regard to the goat of the Festivals (Numbers, chapters 28–29) the verse could have simply stated: A goat, but instead it states: "And a goat," which teaches that all the goats are juxtaposed, this one with that one, as the use of the term "and" teaches that the second matter adds to the first matter, and that all the goats effect a similar atonement as the first one listed, that of the New Moon.

²²² The Gemara questions this interpretation: Initially it enters your mind to explain that the atonement effected by each and every one of the goats of the Festivals is derived from the atonement effected by the goat adjacent to it, i.e., the one mentioned in the passage immediately preceding it: The atonement effected by the Passover goat from the atonement effected by the goat of the New Moon and the atonement effected by the Shavuot goat from the atonement effected by the Passover goat and so forth. But this is difficult, as doesn't Rabbi Yoḥanan say: With regard to the entire Torah, one derives a halakha derived via a juxtaposition from a halakha derived via a juxtaposition, except for halakhot concerning consecrated matters, where one does not derive a halakha derived via a juxtaposition from a halakha derived via a juxtaposition?

²²³ The Gemara answers: This is not difficult, because actually the atonement effected by all of the goats is derived directly from the atonement effected by the first goat, i.e., the goat of the New Moon.

²²⁴ The Gemara asks: Rabbi Ḥama bar Rabbi Ḥanina's explanation works out well for all the goats with regard to which it is written: "And a goat," but from where do we derive what the goats of Shavuot and Yom Kippur atone for, as with regard to them it is not written: And a goat, but simply: "A goat"?

²²⁵ Rather, Rabbi Yona says: The verse states at the end of the passage detailing the goats of the Festivals: "These shall you offer to the Lord on your Festivals" (Numbers 29:39); with this verse all the goats of the Festivals are juxtaposed, this one with that one, which indicates that they all atone for the same sins. The Gemara challenges: But the New Moon is not regarded as a Festival.

²²⁶ The Gemara refutes this: In truth, the New Moon is also called a Festival, in accordance with what Abaye says with regard to a different issue, as Abaye says: With regard to the month of Tammuz in that year during which the Jewish people sinned by accepting the slanderous report of the spies about Eretz Yisrael, the court made it a full month of thirty days, as it is written: "He proclaimed a festival to crush my young men" (Lamentations 1:15). Abaye understands the verse to mean that by extending the month of Tammuz by an extra day, by proclaiming that the thirtieth day should be celebrated as a New Moon in addition to the first day of the following month, it emerged that the acceptance of the spies' report occurred on the ninth of Av, and not the eighth, thereby defining the ninth of Av as an ominous day for the Jewish people. From Abaye's explanation it is apparent that the New Moon is also called a Festival.

²²⁷ The Gemara continues to analyze Rabbi Meir's opinion: Rabbi Yoḥanan says: And even though he holds that all the goats offered as part of the additional offerings effect atonement for the same sin, Rabbi Meir concedes with regard to the goat whose blood presentation is performed inside the Sanctuary on Yom Kippur that it does not atone their atonement, i.e., does not atone for the sins that they atone for, and they do not atone its atonement.

²²⁸ He elaborates: It does not atone their atonement, because, as the Gemara derived from the verse: "Aaron shall bring atonement upon its corners once a year" (Exodus 30:10), the internal goat effects one atonement for only one case but cannot effect two atonements for two different cases. And they do not atone its atonement, because, as the Gemara explained, the verse states: "Aaron shall bring atonement upon its corners once a year." The emphasis on the phrase "once a year" teaches that this atonement for the specific case that it atones for should be only once a year.

²²⁹ The Gemara adds: This qualification of Rabbi Meir's opinion is also indicated by that which is taught in a baraita: For cases of the defiling of the Temple in which one did not have awareness, neither at the beginning nor at the end, and for cases in which one did not have awareness at the beginning but did have awareness at the end, and for a ritually pure person who partook of ritually impure sacrificial food, the goats of the Festivals and the goats of the New Moons and the goat whose blood presentation is performed outside the Sanctuary atone. This is the statement of Rabbi Meir.

²³⁰ The Gemara notes: But in delineating which offerings atone, Rabbi Meir omitted the goat whose blood presentation is performed inside the Sanctuary, and furthermore, when delineating their atonement, i.e., what cases they atone for, he also omitted it, i.e., he did not mention the cases that

the internal goat atones for, which are the cases in which one had awareness at the beginning but did not have awareness at the end. Evidently, the atonement of the internal goat is substantively different from the atonement of the other goats.

²³¹ § The mishna teaches: Rabbi Shimon would say: The goats of the New Moons atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food. And for defiling the Temple or its sacrificial foods, the goats of the Festivals atone for cases in which one did not have awareness, neither at the beginning nor at the end, and the goats of the additional offerings of Yom Kippur atone for cases in which one did not have awareness at the beginning but did have awareness at the end.

²³² The Gemara challenges: Granted, the goats of the New Moons do not atone for that which the goats of Festivals atone, as the verse states with regard to the goat of the New Moon: “And he gave it to you to bear the sin of the congregation” (Leviticus 10:17), which indicates that it bears, i.e., atones for, one sin but does not bear two sins. But nevertheless, let the goats of the Festivals atone for that which the goats of New Moons atone. The Gemara responds: The verse states: “He gave it to you.” The emphasis on “it” teaches that it bears this sin, but no other offering bears this sin.

²³³ The Gemara challenges: Granted, the goats of the Festivals do not atone for that which the goats of Yom Kippur atone, as the verse states with regard to the goat of Yom Kippur: “Aaron shall bring atonement upon its corners once a year” (Exodus 30:10). The emphasis on the phrase “once a year” teaches that this atonement, i.e., the specific case it atones for, should be only once a year. But nevertheless, let the goats of Yom Kippur atone for that which the goats of the Festivals atone. The Gemara responds: The verse states: “Once a year,” which indicates that it effects one atonement for only one case but cannot effect two atonements for two different cases.

²³⁴ The Gemara challenges the use of these derivations: But when it states “once” in this verse, it is with regard to the goat whose blood presentation is performed inside the Sanctuary that it is written, so the derivations from it should have no bearing on the discussion concerning the external goat. The Gemara answers: The verse states: “One goat for a sin-offering aside from

²³⁵ the sin-offering of the atonements” (Numbers 29:11). “One goat for a sin-offering” is referring to the external goat, and “the sin-offering of the atonements” is referring to the internal goat. With this verse, the external goat is juxtaposed with the internal goat, and therefore the limitations imposed on the atonement of the internal goat are also to be applied to the external goat.

²³⁶ § The mishna teaches: Rabbi Shimon ben Yehuda says in the name of Rabbi Shimon a version of his opinion that differs from that of the mishna above: The goats of the New Moons atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food. The goats of the Festivals exceed them, as they atone both for a ritually pure person who partook of ritually impure sacrificial food and also atone for cases of defiling the Temple or its sacrificial foods where one did not have awareness, neither at the beginning nor at the end. The goats of Yom Kippur further exceed them, as they atone both for a ritually pure person who partook of ritually impure sacrificial food and for cases of defiling the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end; and they also atone for cases in which one did not have awareness at the beginning but did have awareness at the end.

²³⁷ The Gemara asks: What is different about the goats of the New Moons that they do not atone for that which the goats of the Festivals atone? The Gemara answers: As the verse states with regard to any one of the goats of the New Moons: “And He gave it to you to bear the sin of the congregation”

(Leviticus 10:17), which teaches that it bears, i.e., atones for, one sin but does not bear two sins. The Gemara asks: If so, the goats of the Festivals should also not atone for that which the goats of the New Moons atone, as that same verse states: “And He gave it to you,” which indicates that it bears, i.e., atones for, that sin, but nothing else bears that sin. Why then does Rabbi Shimon ben Yehuda cite Rabbi Shimon as holding that the goats of the Festivals do atone for that which the goats of the New Moons atone? The Gemara answers: Rabbi Shimon does not learn anything from the word “it.” Accordingly, he holds that any one of the goats of the Festivals can atone for two different sins.

²³⁸ The Gemara asks further: What is different about the goats of the Festivals that they do not atone for that which the goats of Yom Kippur atone? As the verse states with regard to the goat of Yom Kippur: “Once a year” (Exodus 30:10), which teaches that this atonement for the specific case that it atones for should be only once a year, and therefore no other offering can atone for it. The Gemara challenges: If so, the goats of Yom Kippur should also not atone for that which the goats of the Festivals atone, as it is written: “Once a year,” which teaches that the goats effect one atonement for only one case but cannot effect two atonements for two cases. Why then does Rabbi Shimon ben Yehuda cite Rabbi Shimon as holding that the goats of Yom Kippur atone for everything that the goats of the Festivals atone for? The Gemara answers: Rabbi Shimon does not learn anything from the word “once.” Accordingly, he holds that the goats of Yom Kippur can atone for three different cases.

²³⁹ The Gemara asks: Why doesn’t he expound the word “once”? He does not expound it because when the word “once” is written, it is written with regard to the goat whose blood presentation is performed inside the Sanctuary, and so the halakha derived from that verse has no bearing on the capacity of the goat whose blood presentation is performed outside the Sanctuary to atone. The Gemara asks: If so, the goats of the Festivals also should atone for that which the goats of Yom Kippur atone, as when the phrase “once a year” is written, it is written with regard to the goat whose blood presentation is performed inside the Sanctuary, so the halakha derived from that verse has no bearing on whether another offering can atone for that which the external goat atones.

²⁴⁰ The Gemara answers: Actually, he does learn a halakha from the word “once,” and he holds that it also teaches about the capacity of the external goat to atone, as the Gemara explained above. But it is different here, with regard to the derivation that the goat cannot effect two atonements, as the verse states: “And Aaron shall bring atonement upon its corners once a year” (Exodus 30:10). The emphasis on “upon its corners” teaches that it is only with regard to the internal goat, whose blood presentation is performed upon the corners of the internal altar, that it effects one atonement for only one case but cannot effect two atonements for two different cases, but the external goat, whose blood presentation is performed upon the corners of the external altar, can effect even two different atonements.

²⁴¹ § Animals purchased with funds collected for public offerings may be sacrificed only during the fiscal year in which those funds were given. For this purpose, the fiscal year begins on the first of Nisan. Generally, once an animal has been consecrated as an offering, then even if for some reason it may no longer be sacrificed, it still cannot be redeemed unless it develops a blemish. Rabbi Yoḥanan teaches an exception to this halakha: Ulla says that Rabbi Yoḥanan says: Lambs consecrated for the daily offerings that were not needed by the public during the fiscal year in which they were

purchased are redeemed, even if they are unblemished, and they may then be used for non-sacred purposes.

²⁴² Rabba was sitting and reciting this halakha. Rav Ḥisda said to him: Who will listen to you and Rabbi Yoḥanan, your teacher, with regard to this halakha? Rav Ḥisda clarified: But the sanctity that was inherent in them, to where has it gone? Since these animals were consecrated as offerings, they should have been endowed with inherent sanctity. Only sanctity that inheres in an item's value, i.e., an item consecrated to the Temple treasury, can be desacralized through redemption, but an item with inherent sanctity can never be desacralized.

²⁴³ Rabba said to him: Don't you also hold that we do not say that the question: The sanctity that was inherent in them, to where has it gone, poses a difficulty? But didn't we learn in a mishna (Shekalim 4:5): In any fiscal year, one may use only incense that was purchased with funds collected for that year. Accordingly, the mishna asks: With regard to the surplus incense that remained unused at the end of the fiscal year, what would the Temple treasurers do with it in order to render it usable for the following year? They would separate from the Temple treasury the wages for the artisans who worked for the Temple, and those funds would thereby be desacralized. And then they would desacralize the surplus incense by transferring its sanctity to that money that had been set aside for the artisans. Then, they would give the now-desacralized incense to the artisans as their wages, and finally, they would repurchase it with funds from the new collection carried out for the coming year.

²⁴⁴ Rabba explains the proof from the mishna: One could ask: But why should the method described work? Let us say: The sanctity that was inherent in the incense, to where has it gone? It cannot be removed by redeeming it. Perforce, even you must concede that this question does not pose a difficulty.

²⁴⁵ Rav Ḥisda said to him: Did you say that there is a proof from the halakhot of incense? One cannot compare incense to animals consecrated for the daily offerings, since incense is different,

²⁴⁶ as it has only sanctity that inheres in its value. By contrast, animal offerings have inherent sanctity, which cannot be removed.

²⁴⁷ Rabba challenges Rav Ḥisda's claim about incense: If that is so, it should not become disqualified through contact with one who was ritually impure who immersed that day but is still not regarded as fully pure until nightfall, as only items with inherent sanctity are disqualified in such a way. Why, then, is it taught in a baraita with regard to the incense: Once the priest has placed it in a mortar to grind it, it can be disqualified through contact with one who immersed that day?

²⁴⁸ Rabba deflects a possible challenge: And if you would say to defend your opinion that all items that have sanctity that inheres in their value are also disqualified through contact with one who immersed that day, that is not so. He explains: But didn't we learn in a mishna (Me'ila 9a): With regard to the ingredients of the meal-offerings, one is liable for misusing them from when they are consecrated with sanctity that inheres in their value by the owner verbally dedicating them to the Temple? Once they are further consecrated with inherent sanctity by being placed in a service vessel, they become fit to be disqualified both through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering to complete the purification process, and through being left overnight.

²⁴⁹ Rabba explains the proof: From this mishna it is apparent that if the ingredients of the meal-offerings were consecrated with inherent sanctity by being placed in a service vessel, then, yes, they can be disqualified through contact with one who immersed that day, but if they were not consecrated by being placed in a service vessel, then they will not be disqualified through contact with one who immersed that day, as they have only sanctity that inheres in their value.

²⁵⁰ Rav Ḥisda responds: Rather, what do you say? Do you say that the surplus incense, which was only placed in a mortar but never in a service vessel, has inherent sanctity? But if that is so, it should be disqualified by being left overnight. Why, then, did we learn in a mishna (Me'ila 10a): With regard to the handful of the meal-offering that the priest takes to burn on the altar, the frankincense, the incense, the meal-offering of priests, the meal-offering of the anointed priest, i.e., High Priest, and the meal-offering of libations, one is liable for misusing them from when they are consecrated by verbally dedicating them for their purposes. Once they are further consecrated with inherent sanctity by being placed in a service vessel, they become fit to be disqualified both through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering to complete the purification process, and through being left overnight.

²⁵¹ Rav Ḥisda explains the proof: From this mishna it is apparent that if these items were consecrated with inherent sanctity by being placed in a service vessel, then yes, they can be disqualified by being left overnight, but if they were not consecrated by being placed in a service vessel, then they will not be disqualified by being left overnight, as they have only sanctity that inheres in their value.

Apparently, even after the incense has been placed in the mortar, it still does not have inherent sanctity.

²⁵² Rabba said to him: Did you say that you can provide a proof from the disqualification that occurs as a result of an item's being left overnight? One cannot do so, as incense is different, because even though it has inherent sanctity, it is not disqualified by being left overnight, since its form remains unchanged throughout the entire year, and the disqualification brought about by being left overnight applies only to a substance that spoils over time.

²⁵³ The Gemara notes: In any case, Rav Ḥisda's initial question is still difficult: But the sanctity that was inherent in them, to where has it gone? Rabba said: With regard to the consecration of items for public offerings such as the daily offerings and incense, the court tacitly stipulates concerning them as follows: If they are ultimately required to be used as offerings that year, then they are required for that, and they should be consecrated as offerings. But if they are not required that year, then they are only to be consecrated for their value, i.e., for them to be sold and then for their proceeds to be used toward the purchase of offerings.

²⁵⁴ Abaye said to Rabba: But wasn't it you, Master, who said: If one consecrated a male ram for its value, since that ram is itself fit to be brought as an offering, it is automatically consecrated with inherent sanctity? Accordingly, to what avail is the court's stipulation? Since the items are fit to be used as offerings, they will automatically become consecrated with inherent sanctity, even if they are consecrated only for their value. Rabba answers: This is not difficult. This case, where the ram is automatically consecrated with inherent sanctity, is referring to a situation where the donor says that it should be consecrated for the value of a burnt-offering, for which the ram is itself suitable, whereas that case, of the court's stipulation, is analogous to a situation where he says that a ram should be

consecrated for the value of libations, for which the ram itself is not suitable and therefore is not automatically consecrated with inherent sanctity.

²⁵⁵ Abaye raised an objection to Rabba's suggestion from that which is taught in a baraita: With regard to the bull and the goat of Yom Kippur that were lost, and one separated and sacrificed others in their stead,

²⁵⁶ and likewise, goats that were designated to atone for an act of unwitting public idol worship that were lost, and one separated and sacrificed others in their stead, in such cases, all of the lost animals, should they subsequently be found, shall be left to die. This is in accordance with the halakha that a sin-offering whose owner has already achieved atonement is left to die. This is the statement of Rabbi Yehuda. Rabbi Elazar and Rabbi Shimon say: They should graze until they become unfit by developing a blemish, and then they are sold and their proceeds are allocated for communal gift offerings. They are not left to die, because the halakha is that a communal sin-offering is not left to die.

²⁵⁷ Abaye explains his challenge: But why should it even be necessary to wait until the offerings develop a blemish? Let us say here also that the court tacitly stipulates concerning them, so that if it ultimately emerges that they were not needed, then they should have only sanctity that inheres in their value, and therefore it should be possible to redeem them even if they do not develop a blemish.

²⁵⁸ Rabba deflects the challenge: Did you say that there is a proof from the case of lost animals? Cases of lost animals are different, because they are not common. Therefore, the court does not stipulate concerning such an eventuality.

²⁵⁹ Abaye persists: But consider the case of a red heifer, which is not common, and yet it is taught in a baraita: A red heifer may be redeemed for any disqualification that occurs to it. If it died, it shall be redeemed; if it was slaughtered in an improper place, it shall be redeemed; if another was found that is choicer than it, it shall be redeemed. But once the priest has slaughtered it properly on its arrangement of wood on the Mount of Olives, it can no longer be redeemed. Presumably, the reason it may be redeemed if a choicer one is found is that the court tacitly stipulates that in such a case it should be consecrated with sanctity that inheres in its value. It is apparent that even in uncommon cases, the court makes such stipulations. Rabba rejects the proof: The red heifer is different, as in all cases it has only the sanctity of items consecrated for Temple maintenance, which inheres only in the item's value, and so it can always be redeemed, even if still unblemished.

²⁶⁰ Abaye asks: If so, if it died or was slaughtered, how can it be redeemed? In order for an item to be redeemed, don't we require that it first undergo the process of standing and valuation? The animal must be stood before a priest who then evaluates how much it should be redeemed for (see Leviticus 27:11–12), and a dead animal cannot stand. Rabba answers: In accordance with whose opinion is this? It is in accordance with the opinion of Rabbi Shimon, who says: Items consecrated to be offered on the altar were included in the requirement of standing and appraising, but items with the sanctity of items consecrated for Temple maintenance, such as the red heifer, were not included in the requirement of standing and appraising.

²⁶¹ Abaye asks: If, as you claim, the baraita is in accordance with the opinion of Rabbi Shimon, then say and try to justify the latter clause, which states: Once the priest has slaughtered it properly on its arrangement of wood on the Mount of Olives, it can no longer be redeemed.

²⁶² And this statement is not consistent with Rabbi Shimon's opinion, as isn't it taught in a baraita: Rabbi Shimon says that the meat of a red heifer that was slaughtered properly is susceptible to becoming ritually impure with the ritual impurity of food, even though it is prohibited to partake of it in its current state, since it had a time when it was fit to be eaten. And in explanation of when it was fit to be eaten, Reish Lakish says: Rabbi Shimon would say that a red heifer may be redeemed even while it is upon its arrangement of wood. It is considered fit to be eaten due to the potential to redeem it, which would allow one to then partake of it. It is apparent from Reish Lakish's comment that the latter clause, and by logical extension, the rest of the baraita, is not in accordance with Rabbi Shimon's opinion.

²⁶³ Rabba concedes therefore that the red heifer can be redeemed due to the fact that the court makes a stipulation with regard to it, but, nevertheless, he defends his opinion that they do not normally make a stipulation for uncommon cases: Rather, the case of a red heifer is different, since it is of great monetary value. Therefore, to avoid a great loss, the court makes a stipulation despite its being an uncommon case.

²⁶⁴ The Gemara interjects with a question concerning the baraita: The Master said in the baraita: If a red heifer died, it shall be redeemed. The Gemara asks: But may one redeem consecrated items in order to feed the meat from them to dogs? Certainly one may not. Nevertheless, the meat of a red heifer that died without being slaughtered is not suitable for any other purpose. Rav Mesharshiyya said: It is redeemed for the sake of its hide. The Gemara asks: But does the court stand and stipulate with its mind on the hide of the heifer, which is presumably of little value? Rav Kahana said: As people say in a popular adage: From a camel, even just its ear. Since a camel is so valuable, even the flesh of its ear is valuable and should be saved if possible. Similarly, the hide of a red heifer will also be valuable.

²⁶⁵ § Abaye raised an objection to Rabba's claim that the court tacitly stipulates concerning items consecrated for public offerings from the mishna (2b): The Rabbis said to Rabbi Shimon: What is the halakha with regard to whether goats consecrated for different days may be sacrificed, this one in place of that one? For example, if a goat was initially consecrated to be sacrificed as part of the Yom Kippur additional offerings, may it be sacrificed instead as part of the Festival additional offerings? Rabbi Shimon said to them: Such a goat may be sacrificed. They said to Rabbi Shimon: Since, according to you, their atonement is not the same, how could they possibly be sacrificed? Rabbi Shimon said to them: They can be interchanged, since ultimately all of them come to atone for the defiling of the Temple or its sacrificial foods.

²⁶⁶ Abaye explains the objection brought from the mishna: But according to Rabba, why did Rabbi Shimon give the reason he gave? Let Rabbi Shimon say instead that the court tacitly stipulates concerning them that they should be consecrated for the day on which they are ultimately brought. Rabba answers: Did you say a proof from a statement of Rabbi Shimon? Rabbi Shimon does not accept the principle that the court tacitly stipulates concerning them, as is apparent from that which Rav Idi bar Avin says that Rav Amram says that Rabbi Yoḥanan says: Concerning lambs consecrated for the daily offerings that were not needed by the public, according to the statement of Rabbi Shimon they are not redeemed if they are unblemished; according to the statement of the Rabbis they are redeemed, even if they are unblemished.

²⁶⁷ The Gemara asks: And the Rabbis who disagree with Rabbi Shimon and hold that the court does make such stipulations, who are they? Where is their opinion recorded? If we say that they are the Sages who ruled, in the mishna cited above (Shekalim 4:5), with regard to surplus incense that it may be redeemed,

²⁶⁸ no proof can be drawn from there, as incense is different, as it is not an entity that can be left to graze. The option that exists for animals to leave them to graze until they develop a blemish and then redeem them obviously cannot apply to incense. Therefore, it is reasonable that with regard to incense, since there is no other way to rectify it, all will concede that the court makes a stipulation.

²⁶⁹ Rather, say it is the opinion of the Sages who ruled, in the baraita cited above, with regard to the red heifer that it may be redeemed if a choicer one is found. The Gemara rejects this claim: Perhaps the case of a red heifer is different, since it is of great monetary value. To avoid a considerable loss, the court makes a stipulation despite it being an uncommon case.

²⁷⁰ Rather, say it is the opinion of the Sages that is introduced with the phrase: They said to him, in the mishna on 2b.

²⁷¹ The Gemara asks: From where do you know that the tanna referred to as the Rabbis is Rabbi Yehuda and that this is what he is saying to Rabbi Shimon: Granted, according to my opinion, that I say that the court tacitly stipulates concerning offerings that their consecration is contingent upon their eventual use, it is due to this reason that they can be sacrificed on an occasion different from the one they were initially intended for; but according to your opinion, that you say that the court does not make such stipulations, why can they be sacrificed on an occasion different from the one they were initially intended for?

²⁷² But perhaps the tanna referred to as the Rabbis is Rabbi Meir, and this is what he is saying to Rabbi Shimon: Granted, according to my opinion, that I say that the atonement effected by the goats of the additional offerings of all three occasions, i.e., those of the New Moons, Festivals, and Yom Kippur, is the same, it is due to this reason that they can be sacrificed on an occasion different from the one they were initially intended for. But according to your opinion, that they effect atonement for different cases of sin, why can they be sacrificed on an occasion different from the one they were initially intended for? Since it cannot be demonstrated that the Rabbis' opinion is based on the assumption that the court makes stipulations with regard to communal offerings, no proof can be drawn from the mishna.

²⁷³ Rather, the opinion of the Rabbis cited by Rabbi Yoḥanan is not necessarily recorded elsewhere, but Rabbi Yoḥanan learned it through a tradition that lambs consecrated for the daily offerings that were not needed by the public, according to the statement of Rabbi Shimon, cannot be redeemed if they are unblemished, while according to the statement of the Rabbis, they may be redeemed, even if they are unblemished.

²⁷⁴ The Gemara asks: And according to the opinion of Rabbi Shimon, who does not hold that the court tacitly stipulates concerning those lambs that were consecrated for the daily offerings that remain unused at the end of the fiscal year, what is done with them? Rabbi Yitzḥak says that Rabbi Yoḥanan says: One supplements the offerings brought on the altar with them. Whenever there were no obligatory offerings to be brought upon the altar, supplementary offerings would be offered upon it in order that it should not remain idle.

²⁷⁵ Rabbi Shmuel bar Rav Yitzḥak says: And Rabbi Shimon concedes with regard to goats of communal sin-offerings that were lost and for which replacements were offered in their stead, that even should they later be found, one does not supplement the offerings of the altar with those animals themselves. Rather, supplementary offerings are purchased with their value, i.e., the sin-offerings should be left to graze until they develop a blemish, at which point they can be sold and the proceeds used to purchase supplementary offerings.

²⁷⁶ By Torah law, both communal burnt-offerings and sin-offerings that may no longer be offered for their intended purposes may be offered as supplementary burnt-offerings. Nevertheless, Rabbi Shimon draws a distinction between the two cases: Here, where from the outset the animal was intended to be used as a burnt-offering, i.e., for the daily-offering, and now the intention is to use it as a burnt-offering, i.e., for the supplementary offerings, the animal itself may be used. But there, where from the outset the animal was intended to be used as a sin-offering, and now the intention is to use it as a burnt-offering, there is a rabbinic decree rendering prohibited the use of the animal itself even after its atonement has already been effected by a replacement sin-offering, due to the concern that people will confuse it with a sin-offering before its atonement has been effected by a replacement sin-offering. Such a sin-offering may be brought only for its originally intended purpose.

²⁷⁷ Abaye said: We learn this in a baraita as well: With regard to the bull and the goat of Yom Kippur that were lost, and one separated and sacrificed others in their stead, and likewise, goats that were designated to atone for an act of unwitting public idol worship that were lost, and one separated and sacrificed others in their stead, in such cases, all of the original animals, if they are subsequently found, should be left to die. This is in accordance with the halakha that a sin-offering whose owner has already achieved atonement is left to die. This is the statement of Rabbi Yehuda. Rabbi Elazar and Rabbi Shimon say: They should graze until they become unfit, and then they are sold and their proceeds are allocated for communal gift offerings. They do not need to be left to die because the halakha is that a communal sin-offering is not left to die.

²⁷⁸ Abaye explains how this baraita supports Rav Shmuel bar Yitzḥak's claim: But why do Rabbi Elazar and Rabbi Shimon say that the animal should be left to develop a blemish? Let these animals themselves be sacrificed as a supplementary burnt-offering. Rather, must one not conclude from the fact they did not offer this suggestion that there is a rabbinic decree rendering prohibited the use of the animal itself, even after its atonement has already been effected, due to the concern that people will confuse it with a sin-offering before its atonement has been effected?

²⁷⁹ Rava said: We learn this halakha in a mishna (Yoma 62a) as well: If after the lottery for the two Yom Kippur goats one of them dies, another pair is brought and a second lottery is performed. One becomes the counterpart of the remaining goat from the first pair, and the second, now-superfluous goat is left to graze until it becomes unfit; and then it is sold and the proceeds are allocated for communal gift offerings.

²⁸⁰ Rava explains how this mishna supports Rav Shmuel bar Yitzḥak's claim: But why should the superfluous goat be left to develop a blemish? Let the animal itself be sacrificed as a supplementary burnt-offering. Rather, must one not conclude from the fact that the mishna does not offer this suggestion that there is a rabbinic decree rendering prohibited the use of the animal itself even after its atonement has already been effected, due to the concern that people will confuse it with a sin-offering before its atonement has been effected?

²⁸¹ Ravina said: We learn this halakha in a mishna (Temura 20b) as well: A guilt-offering whose owner died, or that was lost and before it was subsequently found its owner achieved atonement through a replacement guilt-offering, should graze until it becomes unfit, and then it is sold and the proceeds are allocated for communal gift offerings. Rabbi Eliezer says: It should be left to die. Rabbi Yehoshua says: The owner of the guilt-offering should bring a burnt-offering with the proceeds of its sale.

²⁸² Ravina explains how this mishna supports Rav Shmuel bar Yitzḥak's claim: But why should it be left to develop a blemish? Let this animal itself be sacrificed as a supplementary burnt-offering. Rather, must one not conclude from the fact that the mishna does not offer this suggestion that there is a rabbinic decree rendering prohibited the use of the animal itself, even after its atonement has already been effected, due to the concern that people will confuse it with a sin-offering before its atonement has been effected? The Gemara affirms: Conclude from it that there is such a rabbinic decree.

²⁸³ Rabbi Yoḥanan explained that Rabbi Shimon holds that lambs that were consecrated for the daily offerings that remain unused at the end of the fiscal year are offered as supplementary offerings. The Gemara notes: This is also taught in a baraita: What type of offerings would they bring from the surplus lambs that were consecrated for the daily offerings?

²⁸⁴ They would bring from them dessert, like white figs, for the altar. The Gemara asks: Are white figs ever offered on the altar? But isn't it written: "For any leavening or fruit honey you shall not cause to go up in smoke as a fire-offering to the Lord" (Leviticus 2:11)? The term "fruit honey" includes all tree fruits. The Gemara answers: Rav Ḥanina teaches: The supplementary offerings are to the altar like white figs for a person.

²⁸⁵ The Gemara discusses what may be used for the supplementary offerings: Rav Naḥman bar Rav Ḥisda taught: One does not supplement the offerings of the altar with a bird burnt-offering. Rava said: This ruling is an absurdity [burkha]. Rav Naḥman bar Yitzḥak said to Rava: What is the absurdity? The ruling has a basis. I said this ruling to Rav Naḥman, and said it to him in the name of Rav Shimi of Neharde'a, as Rav Shimi of Neharde'a says: The surplus lambs that were consecrated for the daily offerings are allocated for communal gift offerings, and there is not a bird burnt-offering that is offered by the community.

²⁸⁶ The Gemara notes: And also Shmuel holds in accordance with this statement of Rabbi Yoḥanan, who taught that Rabbi Shimon holds that lambs consecrated for the daily offering that were not used are brought as supplementary offerings, even though they were not originally consecrated for that purpose, as Rav Yehuda says that Shmuel says: With regard to communal offerings, their consecration serves only to define which general category of offering they are included in, e.g., whether they are a sin-offering or burnt-offering, but it is the purpose for which they are ultimately slaughtered with a knife that defines what their precise nature is.

²⁸⁷ The Gemara notes: This is also taught in a baraita with regard to sin-offerings: And Rabbi Shimon concedes with regard to a goat consecrated to be used as part of the additional offerings on the pilgrimage Festivals that if it was not sacrificed on a pilgrimage Festival it can be sacrificed on a New Moon, and if was not sacrificed on a New Moon it can be sacrificed on Yom Kippur, and if it was not sacrificed on Yom Kippur it can be sacrificed on a pilgrimage Festival, and if it was not sacrificed on this pilgrimage Festival, it can be sacrificed on another pilgrimage Festival. This is

because from the outset, by virtue of its consecration, it came only to atone by having its blood presented upon the external altar, but its precise nature is defined only by the purpose for which it is ultimately slaughtered.

²⁸⁸ Another baraita teaches the same ruling: It is taught: The sin-offering was consecrated only to atone by having its blood presented upon the external altar.

²⁸⁹ § The mishna teaches: And for cases in which the defiling of the Temple or its sacrificial foods was carried out intentionally, the goat whose blood presentation is performed inside the Sanctuary on Yom Kippur, and Yom Kippur itself, atone. The Gemara asks: From where are these matters derived?

²⁹⁰ The Gemara answers: They are derived from a verse, as the Sages taught in a baraita: The verse states with regard to the High Priest sacrificing the internal goat of Yom Kippur: “And he shall effect atonement upon the Sanctuary from the impurities of the children of Israel and from their acts of rebellion, for all their sins” (Leviticus 16:16). The verse is referring to two categories of sin. The first category is acts of rebellion [pesha'im]; these are the rebellious sins, and so the verse states that King Jehoram of Israel said to King Jehoshaphat of Judah: “The king of Moab rebelled [pasha] against me” (II Kings 3:7). And the verse states with regard to a rebellion against Judah: “Then Libnah rebelled [tifsha] at that time” (II Kings 8:22). The second category is sins [ḥataot]; these are unwitting sins, and so the verse states: “If an individual person shall transgress [teḥeta] unwittingly” (Leviticus 4:2).

²⁹¹ § The mishna teaches: For all other transgressions that are stated in the Torah, whether they are the minor ones or the major ones, whether they were intentional or unwitting, whether one became aware of them before Yom Kippur or did not become aware of them until after Yom Kippur, whether they involve a positive mitzva or a prohibition, whether the transgressors are subject to excision from the World-to-Come [karet], or to one of the court-imposed death penalties, the scapegoat sent to Azazel on Yom Kippur atones.

²⁹² The Gemara notes that the mishna appears repetitious: Minor ones are the same as a standard positive mitzva and prohibition, major ones are the same as transgressions that are subject to karet and to court-imposed death penalties, transgressions that one became aware of are the same as intentional transgressions, and transgressions that one did not become aware of are the same as unwitting transgressions.

²⁹³ Rav Yehuda said that this is what the mishna is saying: For all other transgressions that are stated in the Torah, whether they are the minor ones or the major ones, whether they were performed unwittingly or whether they were performed intentionally, they each have their own halakhot. For those that were performed unwittingly, in cases where there was an uncertainty whether the act was forbidden at all, atonement is effected whether the uncertainty with regard to the transgressions became known to him before Yom Kippur or whether the uncertainty with regard to them did not become known to him until after Yom Kippur. And these are the minor ones the mishna is referring to: A standard positive mitzva and a prohibition. And these are the major ones it is referring to: Transgressions that are subject to karet and to court-imposed death penalties.

²⁹⁴ The Gemara asks: What are the circumstances of this positive mitzva in the mishna? If it is a case where he did not repent, the offering cannot atone for him, as the verse states: “The sacrifice of the wicked is an abomination” (Proverbs 21:27). If he did repent, then why is the mishna referring to

Yom Kippur? He will achieve atonement on any other day as well, as it is taught in a baraita: If one transgressed a positive mitzva and repented, he does not move from there until he is forgiven.

²⁹⁵ Rabbi Zeira said:

²⁹⁶ The mishna is referring to a case where the person did not repent and persists in his rebellion, and it is in accordance with the opinion of Rabbi Yehuda HaNasi, that even for such a case Yom Kippur and the scapegoat will atone. As it is taught in a baraita: Rabbi Yehuda HaNasi says: For all transgressions that are stated in the Torah, whether one repented, or whether one did not repent, Yom Kippur atones, except for one who divests himself of the yoke of Heaven, by denying God's existence, and one who reveals facets of the Torah that differ from its true meaning, and one who nullifies the covenant of circumcision of the flesh. For these, if one repented, Yom Kippur atones, and if not, Yom Kippur does not atone.

²⁹⁷ The Gemara asks: What is the reasoning of Rabbi Yehuda HaNasi? It is as it is taught in a baraita in interpretation of the verse: "For he scorned the word of the Lord and nullified His commandment; that person will be cut off [hikkaret tikkaret], his sin is upon him" (Numbers 15:31): "For he scorned the word of the Lord"; this is referring to one who divests himself of the yoke of Heaven and one who reveals facets of the Torah that differ from its true meaning. "And nullified His commandment"; this is referring to one who nullified the covenant of circumcision of the flesh. The use of the double verb form hikkaret tikkaret teaches that he will be cut off, i.e., he is liable to receive karet, before Yom Kippur, and he will still be cut off after Yom Kippur, as Yom Kippur does not atone for him.

²⁹⁸ One might have thought that this applies even if he repented. To counter this, the verse states: "His sin is upon him," by which God indicates: I said that Yom Kippur does not atone for these sins only when his sin is still upon him, as he did not repent. It is apparent from this baraita that it is only for the three sins mentioned that Yom Kippur does not atone without repentance, but Yom Kippur atones for other sins even if one did not repent.

²⁹⁹ And with regard to the Rabbis who disagree with Rabbi Yehuda HaNasi, how do they interpret the verse? If someone commits one of the three sins mentioned, then he is cut off [hikkaret] from life in this world, and he will be cut off [tikkaret] in the World-to-Come. The phrase "His sin is upon him" teaches that if he repented and died, his death cleanses him of his sin.

³⁰⁰ The Gemara asks: And can you interpret the mishna to be in accordance with the opinion of Rabbi Yehuda HaNasi? But from the fact that the latter clause is in accordance with the opinion of Rabbi Yehuda, by inference, the first clause is also in accordance with the opinion of Rabbi Yehuda, but not of Rabbi Yehuda HaNasi, as the latter clause of the mishna teaches: Israelites and priests and the anointed priest, i.e., the High Priest, all equally achieve atonement from the scapegoat. And who accepts this reasoning? Rabbi Yehuda, as the Gemara will demonstrate. By inference, the first clause is also in accordance with the opinion of Rabbi Yehuda, not of Rabbi Yehuda HaNasi.

³⁰¹ Rav Yosef said: It is possible that the entire mishna is in accordance with the opinion of Rabbi Yehuda HaNasi, and the latter clause does not pose a difficulty, because with regard to whether priests achieve atonement through the scapegoat, he holds in accordance with the opinion of Rabbi Yehuda.

³⁰² Abaye said to him: Does the Master mean specifically what he is saying, i.e., that Rabbi Yehuda HaNasi holds in accordance with the opinion of Rabbi Yehuda with regard to whether the scapegoat

atonement for both Israelites and priest, but Rabbi Yehuda does not hold in accordance with the opinion of Rabbi Yehuda HaNasi with regard to atonement for one who did not repent? Or perhaps from the fact that Rabbi Yehuda HaNasi holds in accordance with the opinion of Rabbi Yehuda, it follows that Rabbi Yehuda also holds in accordance with the opinion of Rabbi Yehuda HaNasi, but the reason that Rav Yosef did not make this clear is that he teaches the matter in the manner in which it typically occurs, which is to say that a disciple, in this case, Rabbi Yehuda HaNasi, holds in accordance with the opinion of his teacher, i.e., Rabbi Yehuda.

³⁰³ Rav Yosef said to him: Yes, I mean specifically what I was saying: Rabbi Yehuda HaNasi holds in accordance with the opinion of Rabbi Yehuda, but Rabbi Yehuda does not hold in accordance with the opinion of Rabbi Yehuda HaNasi.

³⁰⁴ As it is taught in a baraita recorded in the Sifra: One might have thought that Yom Kippur would atone for those who repent and for those who do not repent, and this assertion is supported by the following logical inference: Although it would appear that since a sin-offering and a guilt-offering atone and Yom Kippur atones, it should follow that just as a sin-offering and a guilt-offering atone only for those who repent, so too, Yom Kippur atones only for those who repent, this comparison is flawed. One can claim: What is notable about a sin-offering and a guilt-offering? They are notable in that they do not atone for intentional sins like they do for unwitting sins. Can you say the same about Yom Kippur, which does atone for intentional sins as it does for unwitting sins?

³⁰⁵ The baraita continues: Since it is the case that the atonement of Yom Kippur is more far-reaching in that it atones for intentional sins as it does for unwitting sins, it follows that it should atone both for those who repent and for those who do not repent. To counter this, the verse states: “Yet on the tenth day of this seventh month it is Yom Kippur” (Leviticus 23:27). The word “yet” serves to divide and limit the atonement of Yom Kippur in that it atones only for those who repent.

³⁰⁶ Rav Yosef attributes the baraita to Rabbi Yehuda: Whose opinion is expressed by the unattributed baraitot in the Sifra? Rabbi Yehuda. And he says: For those who repent, yes, Yom Kippur atones, but for those who do not repent, Yom Kippur does not atone.

³⁰⁷ The Gemara asks: But raise a contradiction, setting one unattributed baraita in the Sifra, i.e., the one just cited, against another unattributed baraita in the Sifra, as in another baraita there it is taught: One might have thought that Yom Kippur would atone only if one fasted on it and declared it a holy convocation and did not perform labor on it. From where is it derived that even if one did not fast on it and did not declare it a holy convocation and performed labor on it, that it still atones? The verse states: “Yet on the tenth day of this seventh month it is Yom Kippur” (Leviticus 23:27). The additional emphasis on “it is” serves to teach that the day atones in any case. This baraita contradicts the one cited above that states clearly that Yom Kippur atones only for those who repent.

³⁰⁸ Abaye said: This is not difficult: This second baraita is in accordance with the opinion of Rabbi Yehuda HaNasi, and that first baraita is in accordance with the opinion of Rabbi Yehuda.

³⁰⁹ Rava said: Both this baraita and that baraita are in accordance with the opinion of Rabbi Yehuda HaNasi, who holds that Yom Kippur atones for those who do not repent, but even Rabbi Yehuda HaNasi concedes that with regard to avoiding the punishment of karet incurred for violating the day of Yom Kippur, Yom Kippur atones and one is not liable to be punished with karet only if one repented for the sin of violating the day of Yom Kippur. Perforce he must concede this point, as if

you do not say so, then according to Rabbi Yehuda HaNasi, there would be no instance in which one would be liable to be punished with karet for violating Yom Kippur.

³¹⁰ The Gemara questions this proof: Why not? You could find it in a case where he performed labor on the night of Yom Kippur and died that night, as in such a case, the daytime of Yom Kippur, which is the part of Yom Kippur that effects atonement, never came to atone for him.

³¹¹ Rather, say that Rava's proof is as follows:

³¹² It must be that Rabbi Yehuda HaNasi concedes that Yom Kippur does not atone for one who violates the day itself and does not repent, as if you do not say so, according to Rabbi Yehuda HaNasi, there would be no instance in which a person would be liable to receive karet for violating Yom Kippur in the daytime.

³¹³ The Gemara questions this proof: Why not? You could find it in a case where he ate a piece of meat, and while he was eating it choked him and he died, or in a case where he ate immediately before sunset at the end of the day. Even if one holds that Yom Kippur does atone for violations of the day itself, in these cases it could not, as there was no time after the violation for the day to atone for him, in the first case because he was already dead, and in the second case because it was no longer Yom Kippur.

³¹⁴ § The mishna (2b) states: Israelites and priests and the anointed priest, i.e., the High Priest, equally achieve atonement. What is the difference between Israelites, priests, and the anointed priest? The difference is only that the priests achieve atonement for their defiling of the Temple or its sacrificial foods through the bull that the High Priest offers on Yom Kippur, whereas the Israelites achieve atonement for their transgressions through the goats that are sacrificed on Yom Kippur.

³¹⁵ The Gemara asks: This mishna itself is difficult, as it teaches: Both Israelites and priests and the anointed priest equally achieve atonement. But then it teaches: What is the difference between Israelites, priests, and the anointed priest? Rav Yehuda said that this is what the mishna is saying: Both Israelites and priests and the anointed priest equally achieve atonement through the scapegoat for transgressions other than the defiling of the Temple or its sacrificial foods, and in this regard there is no distinction between them. But what is the difference between Israelites, priests, and the anointed priest? The difference is only that the bull of the High Priest that he offers on Yom Kippur atones for the priests for their defiling of the Temple or its sacrificial foods, whereas the Israelites achieve atonement for their transgressions through the goats that are sacrificed on Yom Kippur.

³¹⁶ And whose opinion is expressed by the mishna? It is Rabbi Yehuda, as it is taught in a baraita in exposition of the verse: "He shall bring atonement upon the sanctum of the sacred, and he shall effect atonement upon the Tent of Meeting and the altar, and upon the priests and upon all the people of the congregation shall he bring atonement" (Leviticus 16:33): "He shall bring atonement upon the sanctum of the sacred"; this is referring to the innermost sanctum, i.e., the Holy of Holies. "Upon the Tent of Meeting"; this is referring to the Sanctuary. "And the altar"; this is understood in accordance with its plain meaning. "He shall effect atonement"; this is referring to the Temple courtyards. "And upon the priests"; this is understood in accordance with its plain meaning. "And upon all the people"; these are the Israelites. "Shall he bring atonement"; this is referring to the Levites.

³¹⁷ All of them are equated with regard to the fact that they are all atoned for through one atonement, i.e., that they are atoned for by the scapegoat for all transgressions other than the defiling of the Temple or its sacrificial foods. This is the statement of Rabbi Yehuda.

³¹⁸ The baraita continues: Rabbi Shimon says: Just as the blood of the goat whose blood presentation is performed inside the Sanctuary atones for Israelites for their defiling of the Temple or its sacrificial foods, so too, the blood of the bull of the High Priest, whose blood presentation is also performed inside the Sanctuary, atones for the priests for their defiling of the Temple or its sacrificial foods. And just as the confession made over the scapegoat atones for Israelites for other transgressions, so too, the confession made over the bull atones for the priests for other transgressions. It is apparent from the baraita that it is only according to the opinion of Rabbi Yehuda that the scapegoat atones for both Israelites and priests.

³¹⁹ The Gemara analyzes Rabbi Shimon's opinion: And according to Rabbi Shimon, one can ask: Weren't both Israelites and priests certainly equated in the verse in Leviticus? The Gemara explains: According to his opinion, in what way are they equated in the verse? They are equated in that they are all subject to atonement on Yom Kippur; but each one of the groups achieves atonement in its own way.

³²⁰ The Gemara asks: What is the reason of Rabbi Shimon, who holds that priests are not atoned for by the scapegoat? As it is written: "He shall take the two goats" (Leviticus 16:7); one is used for the scapegoat and the other for the internal goat. With this verse, the scapegoat is juxtaposed with the goat whose blood presentation is performed inside the Sanctuary. It teaches that just as the goat whose blood presentation is performed inside does not atone for the priests for their defiling of the Temple or its sacrificial foods, as it is written with regard to that goat: "The goat sin-offering of the people" (Leviticus 16:15), which indicates that it atones for Israelites and not for the priests, so too, the scapegoat does not atone for the priests for their other transgressions.

³²¹ And as for Rabbi Yehuda, how does he understand the juxtaposition? He could have said to you: It is only for this reason that the goats are juxtaposed: The juxtaposition comes to teach that they should be similar in appearance and in height and in value. They are not similar in the atonement that they effect.

³²² The Gemara asks: Who is the tanna who taught that which the Sages taught in a baraita: The verse states with regard to the internal goat: "He shall slaughter the goat sin-offering of the people" (Leviticus 16:15); the term "of the people" excludes Aaron and the priests, and therefore indicates that the priests do not achieve atonement through that goat. But then, through what do they achieve atonement? Presumably, through the bull of Aaron, i.e., the bull of the High Priest.

³²³ One might have thought that they would also not achieve atonement through the bull of Aaron, as it is already stated: "Aaron shall bring near his own bull sin-offering" (Leviticus 16:6), which indicates that it atones only for Aaron's transgressions, not for the transgressions of others. And if that is so, then they do not have any means through which to achieve atonement. But when the verse states: "And he shall effect atonement...upon the priests" (Leviticus 16:33), we have clearly found that they do have a means of achieving atonement.

³²⁴ The baraita continues: Through which means then do they achieve atonement? Do they achieve it through the internal goat or the bull of Aaron? It is better to say that they achieve atonement through the bull of Aaron, as in any event, with regard to his household, an exception was made to its rule

that it atones only for Aaron, and his household also achieves atonement from his bull. It is therefore not unreasonable to say that the priesthood should also achieve atonement from his bull. And one should not say that they achieve atonement through the goat whose blood presentation is performed inside the Sanctuary, as it is not found with regard to Aaron's household that an exception was made to its rule that it atones for the people, as his household does not achieve atonement from the scapegoat.

³²⁵ And if it is your wish to say that this reasoning can be refuted, one can cite another proof, as the verse states: "House of Israel, bless the Lord; house of Aaron, bless the Lord; house of Levi, bless the Lord; those who fear the Lord, bless the Lord" (Psalms 135:19–20). It is apparent from this verse that "house of Aaron" is referring to all priests and not just to Aaron's immediate household, and so it is reasonable that Aaron's bull should atone for them.

³²⁶ The Gemara repeats its question about this baraita: Who is the tanna who taught this baraita? Rabbi Yirmeya says: It is not in accordance with the opinion of Rabbi Yehuda, as, if one suggests that it is in accordance with the opinion of Rabbi Yehuda, one can counter: Doesn't he say that the priests have a means of atonement through the scapegoat, whereas the baraita indicates that they do not, as it states that if they do not achieve atonement through the bull of Aaron, then they do not have any means through which to achieve atonement? But then, whose opinion is expressed? Rava says: It is the opinion of Rabbi Shimon, who says that the priests do not have a means of achieving atonement through the scapegoat.

³²⁷ Abaye said: You may even say that the baraita is in accordance with the opinion of Rabbi Yehuda, and this is what it is saying: If that is so, that the priests do not achieve atonement through the bull of Aaron, then they do not have any means through which to achieve atonement for the defiling of the Temple or its sacrificial foods. When the verse states: "And he shall effect atonement...upon the priests," we have clearly found that they do have a means of atonement for other transgressions. And it follows that just as we have found that they have a means of atonement for other transgressions, as Israelites do, so too, they must also have a means of atonement

³²⁸ for their defiling of the Temple or its sacrificial foods. Through which means, then, do they achieve atonement for this? Is it through the internal goat or the bull of Aaron? It is better to say that they achieve atonement through the bull of Aaron, as in any event with regard to his household an exception was made to its rule that it atones only for Aaron. And one should not say that they achieve atonement through the goat whose blood presentation is performed inside the Sanctuary, as it is not found that with regard to Aaron's household an exception was made to its rule.

³²⁹ And if it is your wish to say that this reasoning can be refuted, one can bring another proof, as it states: "House of Aaron, bless the Lord," which is referring to all priests and not just to Aaron's immediate household, and so it is reasonable that Aaron's bull should atone for them.

³³⁰ The Gemara clarifies the last part of the baraita: And what possible refutation is the baraita referring to when it says: If it is your wish to say that this reasoning can be refuted? The Gemara explains: And if you would say of the preceding proof that it is incorrect to suggest that all priests achieve atonement from the bull of Aaron, as with regard to it the term: "His household" (Leviticus 16:6), is written, which suggests that it atones only for his immediate family, then this can be refuted, as all of the priests are collectively referred to as his household, as is evident from that which is

stated: “House of Aaron, bless the Lord; house of Levi, bless the Lord, those who fear the Lord, bless the Lord.”

³³¹ The Gemara questions some of the expositions of the baraita: And with regard to this phrase: “Goat of the people” (Leviticus 16:15), does it come to teach that which the baraita teaches, i.e., that the priests do not achieve atonement through it? But that phrase is necessary to teach that the Merciful One states that the goat must be purchased with funds collected from the people. The Gemara refutes this: That requirement is derived from the verse: “And from the assembly of the children of Israel he shall take two goats” (Leviticus 16:5).

³³² The Gemara asks further: And with regard to this phrase: “His own bull sin-offering” (Leviticus 16:6), does it come to teach that which the baraita teaches, i.e., that it atones only for Aaron’s transgressions, not for the transgressions of others? But that phrase is necessary for that which is taught in a baraita: The High Priest brings, i.e., purchases, the bull from his own funds, but he does not bring it from funds collected from the public.

³³³ One might have thought that he does not bring it from funds collected from the public because the public does not achieve atonement through it, but he may bring it from funds belonging to his brethren the priests because his brethren the priests achieve atonement through it. To counter this, the verse states: “His own bull sin-offering,” to indicate that he must purchase it using only his own funds. One might have thought that he should not bring it from others’ funds, but nevertheless, if he did it would still be valid. To counter this, the verse again states “his own.” The verse repeats the phrase to render the requirement essential.

³³⁴ If both mentions of the phrase “his own” are necessary to teach about the ownership of the bull, how can the above baraita suggest that the phrase indicates that the bull atones only for the High Priest’s transgressions? The Gemara explains: This is what is difficult for the tanna of the baraita: What is different about the goat of the people that explains why it does not atone for the priests? The difference is that the priests did not forfeit any money over the purchase of it. Therefore, it does not atone for the priests, but only for the Israelites, as it is written with regard to the internal goat: “Of the people.” With regard to the bull of Aaron as well, the priests do not forfeit any money over the purchase of it, so it follows that they should not achieve atonement through it. And therefore, to explain why they do achieve atonement, the baraita states that all of the priests are collectively referred to as: His household.

³³⁵ § The Gemara returns to its discussion of the dispute between Rabbi Yehuda and Rabbi Shimon. The Gemara asks: Granted, according to Rabbi Shimon, who holds that the priests do not achieve atonement through the scapegoat, that is why it is written in the Torah that two confessions are to be recited over the bull and that the blood of the bull is to be presented inside the Sanctuary: Of these three forms of atonement, one corresponds to the atonement provided by the goat whose blood presentation is performed inside the Sanctuary, one corresponds to the atonement provided by the goat whose blood presentation is performed outside the Sanctuary, and one corresponds to the atonement provided by the scapegoat.

³³⁶ But according to Rabbi Yehuda, who holds that the priests do achieve atonement through the scapegoat, why do I need the two confessions recited over the bull and the blood of the bull to be presented inside the Sanctuary? One confession over the bull and its blood being presented inside the Sanctuary would be sufficient.

³³⁷ The Gemara answers: Two confessions are necessary, one for the High Priest himself, and one for his household, i.e., the priests, as the school of Rabbi Yishmael taught: The High Priest must first confess his own transgressions and only afterward those of the priests, because that is how the attribute of justice functions: It is better that the innocent come and atone for the guilty, than that the guilty come and atone for the guilty. When the High Priest confesses the transgressions of those in his house, it is better that he already be considered innocent, having confessed and been absolved of his own transgressions.

Chapter 2

¹ MISHNA: With regard to cases of awareness of the defiling of the Temple by entering it while one is ritually impure, or defiling its sacrificial foods by partaking of them while one is ritually impure, there are two types that are actually four. How so? If one became ritually impure and he was aware that he was impure, but afterward his impurity was hidden from him, though he remembered that he was partaking of sacrificial food, which is forbidden to one who is in a state of ritual impurity; this is one of the four types of awareness of impurity.

² If the fact that he was partaking of sacrificial food was hidden from him, though he remembered the ritual impurity that he had contracted; this is the second of the four types of awareness of impurity. And the same halakha applies if both this and that were hidden from him, both the fact that he was impure and the fact that he was partaking of sacrificial food. In all these cases, if he partook of the sacrificial food and was unaware either that he was impure, or that the food was sacrificial food, or both, and after he partook of it he became aware of that which he had forgotten, he is required to bring a sliding-scale offering. In this type of offering, the sinner sacrifices an animal, bird, or meal-offering, depending on his financial status.

³ And similarly with regard to entering the Temple: If one became ritually impure and he was aware that he was impure, but afterward his impurity was hidden from him, though he remembered that he was entering the Temple, which is prohibited for one who is in a state of ritual impurity; this is the third of the four types of awareness of impurity. If the fact that he was entering the Temple was hidden from him, though he remembered the ritual impurity that he had contracted; this is the fourth type of awareness of impurity. And the same halakha applies if both this and that were hidden from him, both the fact that he was impure and the fact that he was entering the Temple. In all these cases, if he entered the Temple and was unaware either that he was impure, or that he was entering the Temple, or both, and after he left he became aware of what was hidden from him, he is required to bring a sliding-scale offering.

⁴ As for the boundaries of the Temple with regard to the halakhot of impurity, the same halakha applies to one who enters the area that was part of the original Temple courtyard and to one who enters the later addition to the Temple courtyard, because the additional section is sanctified with the full sanctity of the Temple courtyard. The mishna notes: As, additions can be made to the city of Jerusalem or to the Temple courtyards only by a special body comprising the king, a prophet, the Urim VeTummim, and the Sanhedrin of seventy-one judges, and with two thanks-offerings and with a special song. Once the addition to the courtyard is made by this body and this process, it is given the full sanctity of the original courtyard area.

⁵ The mishna provides certain details of the consecration ceremony. And the court would move forward, and two thanks-offerings would be brought after them, and all of the Jewish people would follow behind them.

⁶ When they would reach the end of the place that they desired to consecrate, the inner thanks-offering would be eaten and the outer one would be burned. The details of this ceremony will be described in the Gemara. And with regard to any addition to the Temple that was not made with all these ceremonial procedures, one who enters there while ritually impure is not liable to bring an offering if his entry was unwitting, nor to be punished with karet, excision from the World-to-Come, if his entry was intentional.

⁷ The first part of the mishna discussed one who became ritually impure before entering the Temple. The mishna proceeds to consider a case involving one who was ritually pure when he entered the Temple but who became impure while in the Temple courtyard, and afterward, his impurity was hidden from him but he remembered that he was standing in the Temple, or the fact that he was standing in the Temple was hidden from him but he remembered his impurity, or both this fact and that fact were hidden from him. In all these cases, if he bowed down, or he tarried in the Temple courtyard long enough to bow down even though he did not actually bow, or he went out by way of a longer route when he could have taken a shorter route, he is liable to bring a sliding-scale offering. But if he left the Temple via the shortest way, he is exempt.

⁸ This mitzva that the ritually impure must be sent out of the Temple is the positive mitzva concerning the Temple for which, as is taught elsewhere in the Mishna (Horayot 8b), the Sanhedrin is not liable to bring an offering for an erroneous ruling. A communal bull sin-offering is brought because of the unwitting transgression of a prohibition involving an action by the Jewish people resulting from an erroneous halakhic decision handed down by the Sanhedrin. But if the Sanhedrin mistakenly ruled that one who became impure while in the Temple may leave by way of a longer route, they do not bring this offering, as it is brought only for an erroneous ruling on a matter that requires the bringing of a fixed sin-offering, and not a sliding-scale offering, for its unwitting violation.

⁹ And which is the positive mitzva with regard to a menstruating woman for which, as is taught in Horayot there, the Sanhedrin is liable to bring a bull offering for an erroneous ruling? If a man was engaging in intercourse with a ritually pure woman, and during the course of their act of intercourse she experienced menstrual bleeding and said to him: I have become impure, and unwittingly he immediately withdrew from her and did not wait until his penis became flaccid, he is liable to bring a sin-offering for engaging in intercourse with a menstruating woman, because his withdrawal from her is as pleasant to him as his entry. If the Sanhedrin mistakenly ruled that one may withdraw immediately, they bring a bull offering for their erroneous ruling.

¹⁰ Rabbi Eliezer says: With regard to the sliding-scale offering the verse states: "Or if a person touches any impure thing, whether it is the carcass of a non-kosher undomesticated animal, or the carcass of a non-kosher domesticated animal, or the carcass of a non-kosher creeping animal, and it is hidden from him" (Leviticus 5:2). A precise reading of this verse indicates that in a case where one has a lapse of awareness that he had contracted ritual impurity by touching a creeping animal, he is liable to bring a sliding-scale offering for having defiled the Temple or the sacrificial food, but he is

not liable to bring such an offering in a case where he has a lapse of awareness that he is entering the Temple or partaking of sacrificial food.

¹¹ Similarly, Rabbi Akiva says: The verse states: “And it is hidden from him, so that he is impure” (Leviticus 5:2), thereby teaching that in a case when one has a lapse of awareness that he had contracted ritual impurity, he is liable to bring a sliding-scale offering, but one is not liable to bring such an offering in a case when he has a lapse of awareness that he is entering the Temple or partaking of sacrificial food.

¹² Rabbi Yishmael says: The verse states: “And it is hidden from him” (Leviticus 5:2), and it states: “And it is hidden from him” (Leviticus 5:3), twice, in order to render one liable to bring a sliding-scale offering both in a case where one has a lapse of awareness that he had contracted ritual impurity and in a case where one has a lapse of awareness that he is entering the Temple.

¹³ GEMARA: The mishna teaches that the halakhot concerning awareness of ritual impurity are two that are further subdivided into four. Rav Pappa said to Abaye: Are these actually two states of awareness that are subdivided into four? As the mishna lists them, they seem to be two that are subdivided into six: Awareness of the impurity at the beginning and at the end, awareness of the sacrificial food at the beginning and at the end, and awareness of the Temple at the beginning and at the end.

¹⁴ Abaye answered him: According to your reasoning, that you count all the various cases listed in the mishna, there are eight states of awareness, as there is also awareness of the impurity in connection with eating the sacrificial food, at the beginning and at the end, and awareness of the impurity in connection with entering the Temple, at the beginning and at the end. The mishna mentions awareness of the impurity both in the first clause, which discusses partaking of sacrificial food, and in the second clause, which discusses entering the Temple.

¹⁵ Rav Pappa refutes this: This is not difficult, as the status of ritual impurity carries one name in both cases: The person was aware that he had contracted ritual impurity and then it became hidden from him, and there is no reason to distinguish between impurity in connection with partaking of sacrificial food and impurity in connection with entering the Temple. Accordingly, Rav Pappa’s first question remains: In any case there are six states of awareness.

¹⁶ Rav Pappa said in answer to his own question: Actually, there are eight states of awareness, two of the impurity in connection with partaking of sacrificial food, two of the impurity in connection with entering the Temple, two of awareness of the sacrificial food, and two of awareness of the Temple, each pair having one awareness at the beginning and one at the end. But the first four states of awareness at the beginning do not in themselves bring the unwitting transgressor to liability to bring an offering, as if he does not reach awareness at the end, he will not have known that he transgressed. Therefore, the tanna does not count them. But the tanna does count the last four states of awareness, which bring the unwitting transgressor to the liability to bring an offering.

¹⁷ And there are those who say that Rav Pappa said as follows: Actually, there are eight states of awareness, and it is the first four states of awareness at the beginning, which are not found in the entire Torah, that the tanna counts. In all the other instances where one is liable to bring an offering for an unwitting transgression, it is not necessary that there be any awareness at the beginning. Since this is a novel requirement, the tanna counts these states of awareness. But the tanna does not count

the last four states of awareness at the end, which are found also in the entire Torah, as a standard sin-offering is brought when one is made aware after the fact that he had transgressed.

¹⁸ The amora'im try to define the awareness of the impurity mentioned in the mishna. Rav Pappa raises a dilemma: If the halakhot of impurity became hidden from him, what is the halakha? Is he liable to bring a sliding-scale offering in such a situation? The Gemara asks: What are the circumstances of the case under discussion? If we say that he did not know whether a creeping animal is impure or pure or whether a frog is impure or pure, this is a topic that you could go learn in a children's school. As these matters are explicitly recorded in the Torah, they can never be considered hidden.

¹⁹ Actually, Rav Pappa must have been asking about a case where he knew the essential halakha with regard to the ritual impurity of a creeping animal, and it is a case where he touched a portion of the animal that was of a lentil-bulk and he did not know the halakha concerning whether a portion that was of a lentil-bulk renders a person impure or does not render him impure. What is the halakha in such a case? The Gemara explains the two possibilities: Does one say that since he knows generally that a creeping animal renders a person impure, it is awareness? Or perhaps one says that since he does not know whether a portion that was of a lentil-bulk renders a person impure or does not render a person impure, it is considered hidden from him. The Gemara comments: The dilemma shall stand unresolved.

²⁰ Rabbi Yirmeya raises a dilemma concerning the awareness of the Temple: If a Babylonian or a resident of another country ascended to Eretz Yisrael, and the site of the Temple was hidden from him, so that he unwittingly entered into the Temple in a state of ritual impurity, what is the halakha? Is he liable to bring a sliding-scale offering to atone for his offense, or not?

²¹ The Gemara clarifies: In accordance with whose opinion was this dilemma raised? If it was raised in accordance with the opinion of Rabbi Akiva, who requires that there be awareness at the beginning in order for one to become liable to bring an offering, that is difficult, as Rabbi Akiva does not deem one liable when he had a lapse of awareness that he was entering the Temple. And if the dilemma was raised in accordance with the opinion of Rabbi Yishmael, who deems one liable when he had a lapse of awareness that he was entering the Temple, that is difficult, as Rabbi Yishmael does not require that there be awareness at the beginning. According to both tanna'im, the dilemma is not relevant.

²² The Gemara explains: No, it is necessary to raise the dilemma only in accordance with the opinion of Rabbi Yehuda HaNasi, who requires awareness at the beginning and also deems one liable when he had a lapse of awareness that he was entering the Temple, and he also says that awareness that one gains in the house of his teacher is called awareness (see 5a). What is the halakha in such a case? The Gemara explains the two possibilities: Does one say that since he knows that there is a Temple someplace in the world, it is awareness? Or perhaps one says that since he does not know the precise location of the Temple, it is considered hidden from him. The Gemara comments: This dilemma shall stand unresolved.

²³ § The mishna teaches: The same halakha applies to one who enters the area that was part of the original Temple courtyard and to one who enters the later addition to the Temple courtyard, as additions can be made to the city of Jerusalem or to the Temple courtyards only by a special body comprising the king, a prophet, the Urim VeTummim, and the Sanhedrin of seventy-one judges, and

with two thanks-offerings and with a special song. The Gemara asks: From where is this matter derived? Rav Shimi bar Ḥiyya said: As the verse states: “According to all that I show you, the form of the Tabernacle, and the form of all its vessels,

²⁴ and so shall you do” (Exodus 25:9). The final words: “And so shall you do,” are superfluous and serve to teach: As was done in the Tabernacle, so shall you do in future generations.

²⁵ Rava raises an objection from a baraita: With regard to all the sacred vessels that Moses fashioned, their anointment with oil consecrates them. From that point forward, in the generations after Moses, new vessels do not require anointment to be consecrated; rather, their use in the Temple service initiates them and renders them fit for use. Rava clarifies the objection: But why is this so? Let us say here as well that the phrase “and so shall you do” teaches that the same must be done in future generations.

²⁶ The Gemara answers: It is different there, as the verse states with regard to the Tabernacle and its vessels: “And he anointed them and consecrated them” (Numbers 7:1). This teaches that it is only “them,” the vessels fashioned by Moses, that are consecrated through anointment, but vessels fashioned in later generations are not consecrated through anointment.

²⁷ The Gemara asks: Why not say: “Them,” the vessels made by Moses, he consecrated specifically through anointment, but vessels made in future generations are consecrated either through anointment or through their initial service? Rav Pappa said: The verse states: “And they shall take all the service vessels, with which they will serve in the Sanctuary” (Numbers 4:12). The future tense “they will serve,” indicates that the verse is referring to future vessels, and the verse makes them dependent upon service, teaching that in future generations vessels will be consecrated through their initial service.

²⁸ The Gemara asks: Now that the Merciful One has written “with which they will serve,” why do I need the restrictive term “them”? The Gemara answers: Had the Merciful One not written “them,” I would say that they, the vessels made by Moses, were consecrated through anointment alone, but vessels made in later generations must be consecrated both through anointment and through service, as the Torah wrote: “And so shall you do,” referring to future generations. Therefore, the Merciful One excluded future vessels from anointment by stating “them,” teaching that it is only them that were consecrated through anointment, but in later generations they are not consecrated through anointment.

²⁹ § The mishna teaches: And with two thanks-offerings. A tanna taught in a baraita: And with regard to the two thanks-offerings that are mentioned here, the reference is to their loaves, but not to their flesh. An animal thanks-offering is accompanied by forty loaves of bread that are brought as a meal-offering. Ten loaves are leavened, and the remainder is comprised of ten each of three types of unleavened bread. The Gemara asks: From where are these matters derived? Rav Ḥisda said: As the verse states with regard to the consecration of the wall of Jerusalem in the days of Ezra: “And I placed two large thanks-offerings, and we went in procession to the right upon the wall” (Nehemiah 12:31).

³⁰ The Gemara clarifies the meaning of this verse: What is meant by “large”? If we say that the animals of the thanks-offering were literally from a large species, i.e., oxen, rather than from a small species, i.e., sheep, let the verse state that they were oxen. Rather, let us say that he took animals from among the largest and the finest quality of their species.

³¹ The Gemara challenges this: Is the size of the offering of any importance before Heaven? But isn't it taught in a mishna (Menaḥot 110a): It is stated with regard to an animal burnt-offering: "A fire offering, a pleasing aroma" (Leviticus 1:9), and it is also stated with regard to a bird burnt-offering: "A fire offering, a pleasing aroma" (Leviticus 1:17), and it is also stated with regard to a meal-offering: "A fire offering, a pleasing aroma" (Leviticus 2:2). The same term is used in all three cases even though the three offerings are of different value. This teaches that one who brings a substantial sacrifice and one who brings a modest sacrifice have equal merit, and both offerings are accepted as having a pleasing aroma, provided that one directs his heart to his Father in Heaven.

³² Rather, let us say that "large thanks-offerings" means the larger element in the thanks-offering loaves. And what is that? The leavened loaves, as we learned in a mishna (Menaḥot 76b): The meal part of the thanks-offering came from five Jerusalem se'a of flour, which are equivalent to six wilderness se'a. The se'a referred to in the Bible when the Jewish people were in the wilderness is smaller than the se'a used later in Jerusalem. This is equivalent to two ephahs, each ephah being three wilderness se'a. These two ephahs are twenty measures of a tenth of an ephah. Ten of these tenths were used to make leavened loaves and ten of these tenths were used to make unleavened loaves. And the unleavened loaves were of three types: Loaves of matza, wafers, and measures of flour mixed with water and oil. Accordingly, the leavened loaves were three times the size of the unleavened ones, and it was the leavened loaves that were used to consecrate additions to the city.

³³ Rami bar Ḥama says: One can infer from this baraita that the Temple courtyard is consecrated only with the remainder of the meal-offering, and not by the loaves of a thanks-offering. The remainder of the meal-offering is the part left over after a handful of it and its frankincense have been sacrificed on the altar; this remainder is eaten by a priest. What is the reason for this? The consecration of the Temple courtyard is like the consecration of Jerusalem. Just as with regard to Jerusalem, an item that is eaten specifically in it, i.e., the loaves of a thanks-offering, which are eaten anywhere in the city, consecrates the city, so too, with regard to the Temple courtyard, an item that is eaten specifically in it, i.e., the remainder of the meal-offering, consecrates the courtyard.

³⁴ The Gemara asks: Is that to say that the loaves of a thanks-offering are not eaten in the Temple courtyard? Rather, the comparison should be drawn as follows: The consecration of the Temple courtyard is like the consecration of Jerusalem. Just as Jerusalem is consecrated with the loaves of a thanks-offering, which is an item that is eaten inside the city, and which, if it emerges from there, is disqualified, so too, the Temple courtyard is consecrated with an item that is eaten inside the courtyard, and which, if it emerges from there, is disqualified. This item is the remainder of a meal-offering, which can be eaten only by a priest and only in the Temple courtyard.

³⁵ The Gemara asks: If the consecration of the Temple courtyard is derived from the consecration of Jerusalem, let us say as follows: Just as there, with regard to the consecration of an addition made to Jerusalem, the loaves used in the ceremony are leavened, so too here, with regard to the consecration of an addition made to the Temple courtyard, the remainder of the meal-offering should be leavened. The Gemara expresses surprise at this suggestion: And how can you understand this? Is there a leavened meal-offering? A meal-offering is always unleavened.

³⁶ And if you would say that one leavens the remainder of the meal-offering, which the priests partake of, and he consecrates the Temple courtyard with it, that too is difficult, as isn't it written: "It shall not be baked leavened, for their portion I have given it to them" (Leviticus 6:10)? And Reish

Lakish says in explanation of this verse: Even the priests' portion shall not be baked leavened, as it is prohibited to bake even a portion of the meal-offering leavened.

³⁷ The Gemara asks: Still, why not consecrate the Temple courtyard with a leavened meal-offering? It is possible to consecrate it with the two loaves of bread that are brought as a communal offering on the festival of Shavuot, which is a meal-offering that is leavened. The Gemara answers: Because actually it is not possible to do so.

³⁸ The Gemara explains why not. How could we do it? If we build the addition to the Temple courtyard on the eve of Shavuot and also consecrate it on the eve of the Festival, there is a difficulty, as the two loaves become consecrated as a meal-offering with the slaughter of the two lambs that are sacrificed together with them as peace-offerings, and this occurs on the Festival itself, not on the eve of the Festival.

³⁹ If we build the addition to the Temple courtyard on the eve of the Shavuot festival, but consecrate it only now, on the Festival, this too is difficult, as we require consecration at the time of the completion of the building.

⁴⁰ If we build it on the Festival and consecrate it on the Festival, this also cannot be, as the building of the Temple does not override the Festival.

⁴¹ If we leave the two loaves until after the Festival and build the addition to the Temple courtyard on the day after the Festival, and consecrate it by eating the two loaves on that day, this is difficult as well, as the two loaves were already disqualified by virtue of being left overnight after the Festival.

⁴² If we build the addition to the Temple courtyard on the eve of the Festival and leave a little unbuilt until after the Festival, and as soon as the day is over and the Festival is finished, we immediately finish building the addition and consecrate it with the two loaves before they become disqualified, this too is impossible, as the building of the Temple cannot take place at night. This is as Abaye says: From where is it derived that the building of the Temple cannot take place at night? As it is stated: "And on the day that the Tabernacle was erected" (Numbers 9:15), from which it can be derived: One may erect it during the day, but one may not erect it at night. Therefore, it is impossible to consecrate the Temple courtyard with the two loaves; it must be done with the remainder of an unleavened meal-offering.

⁴³ § The mishna teaches concerning the consecration of an addition to the city of Jerusalem or the Temple courtyard: And with a song. The Sages taught in a baraita: They sang the song of thanksgiving, i.e., Psalms, chapter 100, which begins: "A psalm of thanksgiving," accompanied by harps, lyres, and cymbals, at every corner and upon every large stone in Jerusalem. And they also recited Psalms, chapter 30, which begins: "I will extol You, O Lord, for You have lifted me up," and the song of evil spirits, i.e., Psalms, chapter 91, which begins: "He that dwells in the secret place of the Most High." And some say that this psalm is called the song of plagues.

⁴⁴ The reason of the one who says that it is called the song of plagues is that it is written: "Nor shall any plague come near your dwelling" (Psalms 91:10). And the reason of the one who says that it is called the song of evil spirits is that it is written: "A thousand shall fall at your side and ten thousand at your right hand; but it shall not come near you" (Psalms 91:7).

⁴⁵ And they recited the psalm from the verse: "He that dwells in the secret place of the Most High shall abide in the shadow of the Almighty" (Psalms 91:1), until they completed the verse: "Because

You, O Lord, are my refuge; You have made the most High Your habitation” (Psalms 91:9). And they would then recite Psalms, chapter 3, which begins: “A psalm of David, when he fled from Absalom his son. Lord, how many are my enemies become,” until they reached the verse: “Salvation belongs to the Lord; Your blessing be upon Your people. Sela” (Psalms 3:9), which is the end of that psalm.

⁴⁶ It is related that Rabbi Yehoshua ben Levi would recite these verses to protect him from evil spirits during the night and fall asleep while saying them. The Gemara asks: How could he do that? But doesn't Rabbi Yehoshua ben Levi himself say: One is prohibited from healing himself with words of Torah? The Gemara answers: To protect oneself is different, as he recited these verses only to protect himself from evil spirits, and not to heal himself.

⁴⁷ The Gemara challenges: But rather, when Rabbi Yehoshua ben Levi said that this is prohibited, he was referring to a situation where there is already a wound and one recites these verses in order to heal himself. But if there is already a wound and he recites these verses over it, is only this prohibited, and nothing more? But didn't we learn in a mishna (Sanhedrin 90a), that one who whispers an incantation over a wound has no share in the World-to-Come? The Gemara answers: Wasn't it stated with regard to that mishna that Rabbi Yoḥanan says: The mishna was taught with regard to one who spits into the wound and then whispers these verses. And the reason for the severity of this action is that the name of Heaven must not be mentioned in connection with spitting, as doing so is a show of contempt for God.

⁴⁸ § The mishna teaches that as part of the consecration ceremony, the court would move forward, and two thanks-offerings would be brought after them, and all of the Jewish people would follow behind them. The Gemara asks: Is this to say that the members of the court walk in front of the thanks-offering? But isn't it written in the verse from which this ceremony is derived: “And I placed two large thanks-offerings, and we went in procession to the right upon the wall, toward the dung gate; and after them went Hoshaiiah, and half of the princes of Judah” (Nehemiah 12:31–32)? The Gemara answers: This is what the mishna is saying: The court moves forward. And how is this done? The two thanks-offerings move forward, and the court follows after them.

⁴⁹ The Gemara clarifies this point: How exactly did the two thanks-offerings move forward? Rabbi Ḥiyya and Rabbi Shimon, son of Rabbi Yehuda HaNasi, disagree about this. One Sage says: One thanks-offering alongside the other. And one Sage says: One behind the other. According to the one who says that the two offerings moved one alongside the other, the thanks-offering that the mishna refers to as the inner one is that which is closest to the wall. According to the one who says that the two offerings moved one behind the other, the thanks-offering that is called the inner one is that which is closest to the members of the court advancing behind the thanks-offerings.

⁵⁰ The Gemara analyzes these two opinions: We learned in the mishna: When they would reach the end of the place that they desired to consecrate, the inner thanks-offering would be eaten and the outer one would be burned. Granted, according to the one who says that the two thanks-offerings moved forward one behind the other, and that the inner one is the one that was in the rear, it is due to this that the inner one is eaten, because the outer one came before it and consecrated the additional area, so that it is now a sanctified place fit for the eating of the thanks-offering loaves. But according to the one who says that the two thanks-offerings moved forward one alongside the other, the two of them together consecrated the additional area. Why, then, is the inner one eaten and the outer one burned?

⁵¹ The Gemara asks: And according to your reasoning, according to the one who says that the two offerings moved forward one behind the other, does one offering by itself consecrate the area? Didn't we learn in the mishna that with regard to any addition that was not made with all these ceremonial procedures, the addition is not consecrated? And even according to the one who says (see 16a) that the correct reading of the mishna is: With regard to any addition that was not made with any one of all these ceremonial procedures, the addition is not consecrated, nevertheless, these two thanks-offerings are one mitzva, and one without the other would not consecrate the area.

⁵² Rather, Rabbi Yoḥanan said:

⁵³ Based on a ruling of a prophet the loaves of one thanks-offering were eaten, and based on a ruling of a prophet the loaves of the other thanks-offering were burned. The prophets Haggai, Zechariah, and Malachi, who lived at the time of Ezra and Nehemiah's reconsecration of Jerusalem, instructed the people concerning how the ceremony should be conducted, without providing reasons for the procedures.

⁵⁴ § The mishna teaches: And with regard to any addition to the Temple that was not made with all these ceremonial procedures, one who enters there while ritually impure is not liable. It was stated that amora'im disagreed about the text of the mishna. Rav Huna says: We learned in the mishna: With all these, which means that all of these procedures are indispensable, and if even one is missing, the consecration does not take effect. Rav Naḥman says: We learned in the mishna: With one of all these; i.e., any one of these procedures suffices for the consecration to take effect.

⁵⁵ The Gemara further clarifies this disagreement. Rav Huna says: We learned in the mishna: With all these. The Gemara explains: He maintains that the initial consecration of the Temple in the days of David and Solomon sanctified it for its time and sanctified it forever. Therefore, the site of the Temple retained its original sanctity even during the days of the Second Temple. And Ezra, who reconsecrated the area, did so merely as a commemoration of the initial consecration. Accordingly, even though there was no king or Urim VeTummim, the entire area was fully consecrated. By contrast, in order to consecrate an area that had not been part of the initial consecration, all of these procedures are necessary and none can be omitted.

⁵⁶ Rav Naḥman says: We learned in the mishna: With one of all these. The Gemara explains: He maintains that the initial consecration of the Temple sanctified it for its time only, and did not sanctify it forever. And Ezra consecrated the Temple and its courtyards, even though there was no king or Urim VeTummim. Consequently, it follows that there is no need for all of these procedures in order for the consecration to take effect.

⁵⁷ Rava raised an objection to Rav Naḥman: The mishna explicitly states: Any addition that was not made with all these procedures. Rav Naḥman said to him: Emend the mishna and teach it as stating: With one of all these procedures.

⁵⁸ The Gemara cites a proof against the opinion of Rav Naḥman: Come and hear a baraita: Abba Shaul says: There were two ponds [bitzin] on the Mount of Olives [Har HaMishḥa], a lower pond and an upper pond. The lower pond was consecrated during the time of the First Temple with all the procedures mentioned in the mishna, and it has the sanctity of Jerusalem for all purposes. By contrast, the upper pond was not consecrated with all these procedures, but rather it was consecrated by those who returned from the exile in Babylonia, without a king and without the Urim VeTummim.

⁵⁹ The baraita continues: With regard to the lower pond, whose consecration was complete, *amei ha'aretz*, uneducated people who were not scrupulous in their observance of the mitzvot relating to tithes and to ritual purity, would enter into there and would partake of offerings of lesser sanctity that may be eaten in all of Jerusalem there, but they would not partake of second tithe there because they conducted themselves stringently concerning this matter. And *haverim*, who were meticulous in their observance of those mitzvot, would partake of both offerings of lesser sanctity and second tithe there.

⁶⁰ The baraita continues: As for the upper pond, whose consecration was incomplete, *amei ha'aretz* would enter into there and partake of offerings of lesser sanctity there, but they would not partake of second tithe there. And *haverim* would partake of neither offerings of lesser sanctity nor second tithe there. And for what reason did they not consecrate the upper pond? It was because additions can be made to the city of Jerusalem or to the Temple courtyards only by a special body comprising the king, a prophet, the Urim VeTummim, and the Sanhedrin of seventy-one, and with two thanks-offerings and with a special song.

⁶¹ The Gemara asks: But why did they consecrate the upper pond if they could not do so properly? This Gemara responds: Why did they consecrate it? Didn't you say that they did not consecrate it? Rather, the question should be asked as follows: Given that they could not consecrate the upper pond, why did they bring it within the walls of the city? The Gemara answers: Because it was a weak point [*turpa*] of Jerusalem and it would have been easy to conquer the city from there, it became necessary to include it within the wall. This baraita seems to present explicit proof against the opinion of Rav Nahman, who holds that there is no need for all of the procedures listed in the mishna in order for the consecration to be complete.

⁶² The Gemara rejects this proof: This is a dispute between *tanna'im* as to whether the initial consecration of Jerusalem and the Temple sanctified them only for their time or forever. Abba Shaul maintains that the initial consecration lapsed, and therefore the reconsecration required all of the procedures mentioned in the mishna. Where is this dispute taught? As it is taught in a mishna (*Eduyyot* 8:6): Rabbi Eliezer says: I heard that when they were building the Sanctuary in the Second Temple, they fashioned temporary curtains for the Sanctuary and temporary curtains for the courtyards to serve as partitions until the construction of the stone walls was completed. The difference was only that in the Sanctuary, the workers built the walls outside the curtains, without entering, and in the courtyards, the workers built the walls within the curtains.

⁶³ The mishna continues: Rabbi Yehoshua says: I heard that one sacrifices offerings on the altar even if there is no Temple, and one partakes of offerings of the most sacred order in the Temple courtyard even if there are no curtains, and one partakes of offerings of lesser sanctity and second-tithe produce in Jerusalem even if there is no wall surrounding the city. This is due to the fact that the initial consecration sanctified the Temple and Jerusalem for their time and also sanctified them forever. The Gemara concludes: From the fact that Rabbi Yehoshua based his opinion on the principle that the initial consecration sanctified the Temple and Jerusalem forever, can one not learn by inference that Rabbi Eliezer maintains that it did not sanctify them forever? Apparently, this issue is the subject of a dispute between *tanna'im*.

⁶⁴ Ravina said to Rav Ashi: From where do you draw this inference? Perhaps everyone maintains that the initial consecration sanctified the Temple and Jerusalem for their time and also sanctified them forever. And one Sage, Rabbi Eliezer, stated that tradition, which he heard from his teachers,

and one Sage, Rabbi Yehoshua, stated that tradition, which he heard from his teachers, and there is no dispute between them. And if you would say: Why do I need curtains at all according to Rabbi Eliezer? The original sanctity remained when Jerusalem was not surrounded by walls, and similarly, the presence or absence of curtains is irrelevant to the sanctity of the Temple area. The Gemara answers: The curtains were established merely for seclusion, as it would have been unbecoming for the activity in this most sacred venue to be visible to all.

⁶⁵ Rather, this matter is subject to a dispute between these tanna'im, as it is taught in a baraita with regard to the walled cities listed in the mishna in tractate Arakhin (32a): Rabbi Yishmael, son of Rabbi Yosei, said: Why did the Sages enumerate specifically these nine cities as cities that were walled since the days of Joshua, son of Nun? In fact, there were many more. The reason is that when the exiles ascended to Eretz Yisrael from Babylonia in the time of Ezra, they found these cities and consecrated them as walled cities; but the sanctity of the first walled cities, enumerated in the book of Joshua, was nullified when settlement in Eretz Yisrael was negated and the Jewish people were exiled. The Gemara comments: Apparently, Rabbi Yishmael, son of Rabbi Yosei, maintains: The initial consecration sanctified the Temple and Jerusalem for their time only and did not sanctify them forever.

⁶⁶ And the Gemara raises a contradiction from a different baraita: Rabbi Yishmael, son of Rabbi Yosei, says: Were these cities that are enumerated in tractate Arakhin the only walled cities? But isn't it already stated: "Sixty cities, all the region of Argob, the kingdom of Og, king of Bashan, all these were cities fortified with high walls, gates and bars" (Deuteronomy 3:4–5), indicating that there were many walled cities in the time of Joshua? Rather, why then did the Sages enumerate specifically these cities? It is due to the fact that when the exiles ascended from Babylonia they found these and consecrated them as walled cities.

⁶⁷ The Gemara asks: They consecrated them? If their sanctity remained, it should not have been necessary to consecrate them. Now, don't we say later in the same baraita that it is not necessary to consecrate them? The Gemara clarifies: Rather, this is what the baraita means to say: When the exiles ascended from Babylonia they found these and enumerated them.

⁶⁸ The baraita continues: And not only these, but in any city with regard to which you receive a tradition from your ancestors that it was surrounded by a wall from the days of Joshua, son of Nun, all these mitzvot with regard to walled cities are observed in it, due to the fact that the initial consecration sanctified the Temple and Jerusalem for their time and sanctified them forever. The Gemara comments: This is difficult, as there is a contradiction between one statement of Rabbi Yishmael bar Yosei and another statement of Rabbi Yishmael bar Yosei.

⁶⁹ The Gemara answers: If you wish, say that there are two tanna'im who disagree with regard to the opinion of Rabbi Yishmael bar Yosei. Each transmitted Rabbi Yishmael's opinion in a different manner. And if you wish, say instead that one of the traditions is mistaken, as one of the baraitot was stated by Rabbi Elazar bar Yosei, and not his brother, Rabbi Yishmael. As it is taught in a baraita: Rabbi Elazar bar Yosei says that the verse with regard to walled cities states: "Which has [lo] a wall" (Leviticus 25:30). The word lo is written with an alef, meaning no, and accordingly the verse would be stating to the contrary, that the city does not have a wall, but its vocalization is in the sense of its homonym, lo with a vav, meaning that it has a wall. This indicates that even if it does not presently

have a wall but it had a wall previously, it retains its status as a walled city. It is Rabbi Elazar bar Yosei who maintains that the first consecration sanctified the Temple and Jerusalem forever.

⁷⁰ § The mishna teaches about one who was ritually pure when he entered the Temple but who became impure while in the Temple courtyard, and afterward his impurity was hidden from him. The Gemara asks: From where do we derive that one is liable even if he contracted impurity in the Temple courtyard and failed to leave immediately by way of the shortest route, and not only if he entered the Temple courtyard when he was already impure? Rabbi Elazar says: One verse states: “He has defiled the Tabernacle of the Lord” (Numbers 19:13), and one verse states: “For he has defiled the Temple of the Lord” (Numbers 19:20). If this second verse is not needed for the matter of one who contracted impurity outside before he entered the Temple courtyard, as this situation is already referred to in the previous verse, apply it to the matter of one who contracted impurity inside the Temple courtyard.

⁷¹ The Gemara asks: But is it really superfluous to have both of these verses, one having been sufficient? Aren’t they each necessary to teach a novel ruling? As it is taught in a baraita: Rabbi Elazar says: If it is stated: “Tabernacle,” why does it state: “Temple”? And if it is stated: “Temple,” why does it state: “Tabernacle”? He explains: Had the verse stated only: “Tabernacle,” and not stated: “Temple,” I would have said that one is liable for entering the Tabernacle in a state of impurity, since it was anointed with the anointing oil, and therefore it carries greater sanctity, but he is not liable for entering the Temple, which was not anointed with the anointing oil. And had the verse stated only: “Temple,” and not stated: “Tabernacle,” I would have said that one is liable for entering the Temple in a state of impurity, since its sanctity is an eternal sanctity, but he is not liable for entering the Tabernacle, whose sanctity was only for its time. For this reason, it is stated: “Tabernacle,” and for this reason, it is stated: “Temple.”

⁷² The Gemara answers: Rabbi Elazar did not base his derivation on a superfluous verse, but on the change in wording between the two verses. This is what is difficult for him: Since the Tabernacle is also called Temple and the Temple is also called Tabernacle, then let the verse write either in both verses: Temple, or in both verses: Tabernacle; why do I need both “Tabernacle” and “Temple”? Conclude two conclusions from it, i.e., that one is liable even for impurity contracted inside the grounds, and that the halakha applies both in the Tabernacle and in the Temple.

⁷³ The Gemara questions its previous assumption: Granted, the Temple is also called Tabernacle, as it is written: “And I will set My Tabernacle among you” (Leviticus 26:11), where the reference is to the Temple, as the verse is referring to that which will transpire after the Jewish people have settled in their land. But from where do we derive that the Tabernacle is also called Temple? If we say that it is derived from that which is written: “And the Kehatites, the bearers of the Temple, set forward” (Numbers 10:21), that instance of the term Temple is not written with regard to the Tabernacle; rather, it is written with regard to the Ark and the other sacred vessels. Rather, it is derived from here: “And let them make Me a Temple, that I may dwell among them” (Exodus 25:8), where the reference is to the Tabernacle, as immediately afterward it is written: “According to all that I show you, the pattern of the Tabernacle” (Exodus 25:9).

⁷⁴ § The mishna teaches: If he bowed down, or he tarried in the Temple courtyard long enough to bow down, or he went out by way of a longer route when he could have taken a shorter route, he is liable to bring a sliding-scale offering. Rava says: They taught this only when he bowed down in the

Temple courtyard facing inward, toward the Holy of Holies, as that alone is proper bowing. But if he bowed down facing outward, that is not considered bowing. When he bows facing outward, if he tarried in the Temple courtyard long enough to bow down, yes, he is liable, but if he did not tarry long enough to bow down, he is not liable.

⁷⁵ There are those who teach the statement of Rava with regard to the latter clause: Or if he tarried in the Temple courtyard long enough to bow down, he is liable to bring a sliding-scale offering. It may be said by inference that bowing down itself entails tarrying, and the mere act of bowing does not render one liable. With regard to this Rava says: They taught this only when he bowed down facing outward. In such a case, he is liable only if he tarried long enough to bow down. But if he bowed down facing inward toward the Holy of Holies, he is liable even if he did not tarry for that length of time. And this is what the mishna is saying: If he bowed down facing inward, or if he tarried long enough to bow down while he was bowing down facing outward, he is liable.

⁷⁶ The Gemara asks: What are the circumstances of bowing in which there is tarrying, and what are the circumstances of bowing in which there is no tarrying? The Gemara answers: With regard to bowing in which there is no tarrying, that is merely kneeling. As for bowing in which there is tarrying, that is prostrating oneself while spreading one's arms and legs in total submission.

⁷⁷ The Gemara asks: And what is the measure of that tarrying? Rabbi Yitzḥak bar Naḥmani and one other Sage who was with him disagree about this. And who is that other scholar? Rabbi Shimon ben Pazi. And some say that it was Rabbi Shimon ben Pazi and one other Sage who was with him. And who is that other scholar? Rabbi Yitzḥak bar Naḥmani. And some say it was Rabbi Shimon bar Naḥmani. One Sage says: It is as long as the time it takes to recite this following verse in its entirety, and one Sage says: It is as long as the time it takes to recite from the term "and they bowed" in the middle of that verse until the end. What is the verse? "And when all the children of Israel saw how the fire came down, and the glory of the Lord upon the House, and they bowed with their faces to the ground upon the pavement, and prostrated themselves, and praised the Lord, saying: For He is good, for His steadfast love endures forever" (II Chronicles 7:3).

⁷⁸ The Gemara discusses the different forms of bowing in greater detail. The Sages taught: The term *kidda* indicates falling upon one's face, and so the verse states: "Then Bathsheba bowed [*vatikkod*] with her face to the ground" (I Kings 1:31). *Keria* means descending upon one's knees, and so the verse states with regard to Solomon: "He rose from before the altar of the Lord, from kneeling [*mikero'a*] upon his knees" (I Kings 8:54). *Hishtaḥava'a*, this is prostrating oneself while spreading one's arms and legs in total submission, and so the verse states that Jacob asked, in response to Joseph's relating of his dream: "Shall I and your mother and your brothers indeed come to bow down [*lehishtaḥavot*] to you to the ground" (Genesis 37:10), i.e., spread out completely on the ground.

⁷⁹ § Rava raises a dilemma: Is tarrying long enough to bow down necessary to incur lashes? If one was warned not to remain in the Temple courtyard in a state of impurity, is he liable to receive lashes only if he remains there long enough to bow down, completely spread out on the ground? Or is tarrying not necessary to incur lashes, and he is immediately liable to receive lashes? The Gemara clarifies the two possibilities: Is it learned as a tradition that tarrying is necessary in order to incur liability to bring an offering, but not learned as a tradition that tarrying is necessary to become liable to receive lashes?

⁸⁰ Or perhaps it is learned as a tradition that tarrying is necessary to incur any liability for impurity within the Temple, and it is no different whether the liability is to bring an offering, and it is no different whether it is to receive lashes? The Gemara concludes: The dilemma shall stand unresolved.

⁸¹ Rava raises another dilemma: If an impure person suspended himself in the airspace of the Temple courtyard long enough to bow down, what is the halakha? When it is learned as a tradition that an impure person is liable for tarrying in the Temple, is this only with regard to tarrying that is suited for bowing; but with regard to tarrying that is not suited for bowing, as in this case, where the person cannot bow down as long as he is suspended in the air, it is not learned as a tradition that one is liable? Or perhaps it is learned as a tradition that there is liability for tarrying within the Temple, and it is no different whether the tarrying is suited for bowing, and it is no different whether the tarrying is not suited for bowing. The Gemara concludes: The dilemma shall stand unresolved.

⁸² Rav Ashi also raises a dilemma relating to this matter: If one intentionally rendered himself ritually impure while he was in the Temple courtyard, what is the halakha with regard to tarrying? Is it learned as a tradition that tarrying is necessary when one contracts impurity while in the Temple in circumstances beyond his control, but not learned as a tradition that tarrying is necessary when he renders himself impure intentionally? Or perhaps it is learned as a tradition that tarrying is necessary for any liability for impurity within the Temple, and it is no different whether the impurity was contracted in circumstances beyond his control, and it is no different whether it was contracted intentionally. The Gemara concludes: The dilemma shall stand unresolved.

⁸³ Rav Ashi raises another dilemma: If a nazirite, who is prohibited from contracting impurity imparted by a corpse, found himself alongside a grave, is tarrying there a necessary condition for him to incur lashes, or is tarrying not necessary, and he is liable immediately? Is it learned as a tradition that tarrying is necessary within the Temple, but not learned as a tradition that tarrying is necessary outside the Temple, and the nazirite is liable immediately? Or perhaps it is learned as a tradition that tarrying is necessary for liability for impurity contracted in circumstances beyond one's control, and it is no different whether the impurity was contracted within the Temple, and it is no different whether it was contracted outside the Temple. The Gemara concludes: The dilemma shall stand unresolved.

⁸⁴ § The mishna teaches: If, at the time that one was unaware either that he was impure, or that he was in the Temple, he went out by way of a longer route when he could have taken a shorter route, he is liable to bring a sliding-scale offering. But if he left the Temple via the shortest way, he is exempt. Rava says: With regard to the short route, which the Sages said here that he is exempt for, this does not necessarily mean that he left the Temple as quickly as possible, as if he took the most direct route he is exempt even if he walked with exceedingly small steps, heel to toe, and even if it took him all day long.

⁸⁵ Rava raised a dilemma: What is the halakha with regard to combining periods of tarrying, each of which is less than the amount of time necessary to recite the second portion of the verse mentioned above (II Chronicles 7:3)? If an impure person tarried in the Temple for less than the amount of time needed to bow down, and then started to leave, and then tarried again for less than the amount of time needed to bow down, do those two periods of tarrying combine together, so that if he tarried in total long enough to bow down, he is liable? The Gemara challenges: Let Rava resolve his dilemma from his own statement with regard to one who left the Temple with small steps, heel to toe, as such

a person tarries intermittently between steps. The Gemara answers: There Rava is referring to one who did not tarry at all, walking continuously without interruption, albeit slowly. When Rava raised his dilemma here, it was with regard to one who stopped walking altogether and tarried.

⁸⁶ Abaye raised a dilemma to Rabba that is the very opposite of the dilemma raised by Rava: If the impure person quickly went out the longer way in the measure of time ordinarily needed to go out the shortest way, what is the halakha? Is it learned as a tradition that he is liable for tarrying for a certain measure of time, and if he went out the longer way in the measure of time ordinarily needed to go out the shortest way, he is exempt? Or perhaps it is learned as a tradition specifically that if he left the longer way, he is liable, whereas if he left the shortest way, he is exempt. Rabba said to Abaye: The liability for leaving using the longer way was not given so that it would be overridden for him; i.e., he is liable if he exits via the longer way, even if he runs.

⁸⁷ Rabbi Zeira objects to this: But as for this halakha that we maintain, that an impure priest who intentionally served in the Temple is liable to receive the punishment of death at the hand of Heaven, how can you find these circumstances? If he did not tarry in the Temple long enough to bow down, how could he have performed any service in such a short period of time? And if he tarried long enough to bow down, he is liable to be punished with karet, which is a more severe punishment than death at the hand of Heaven.

⁸⁸ Rabbi Zeira explains his objection: Granted, if you say that it is learned as a tradition that one is liable for tarrying for a certain measure of time, and if he did not tarry for the time it takes to bow down and leave the Temple via the shortest way, he is exempt, then you can find a case where the priest could have served in a state of impurity without becoming liable to be punished with karet. The case is where he exerted himself and ran out very quickly via the shortest way after having performed a service in a state of impurity, so that the total time that he was in the Temple was less time than it would ordinarily take him to bow and leave the shortest way. In such a case he is exempt from being punished with karet, and liable only to be punished with death at the hand of Heaven for having performed the Temple service while impure.

⁸⁹ But if you say that it is learned as a tradition specifically that if an impure person tarries long enough to bow down, he is liable even if he does not exceed the time required to go out the shortest way, then how can you find these circumstances?

⁹⁰ Abaye said: What is the difficulty? You find it in a case such as where he went out from the Temple via the shortest way, but as he was leaving he turned over one of the limbs of an offering on the altar with a fork [betzinnora]. This is an action that takes only a brief moment to perform, and yet it is considered priestly service, in accordance with the opinion of Rav Huna. As Rav Huna says: A non-priest who turns over part of an offering on the altar with a fork is liable to receive the death penalty, because he engaged in Temple service restricted to priests.

⁹¹ The Gemara proceeds to analyze the matter itself: Rav Huna says: A non-priest who turns over part of an offering on the altar with a fork is liable to receive the death penalty. What are the circumstances of such a case? If in the event that he had not turned it over, the offering would not have been consumed by the fire, then it is obvious that the non-priest is liable, as he performed the service of burning the offering on the altar. And if in the event that he had not turned it over, it would also have been consumed by the fire, then what service did he perform? Even without his action, the offering would have been burned.

⁹² The Gemara answers: No, it is necessary for Rav Huna to state this halakha with regard to a case where, had the non-priest not turned it over, it would have been consumed by the fire in two hours, but now that he turned it over, it is consumed by the fire in one hour. And he teaches us this: That any act that accelerates the service, causing it to be performed more quickly, is itself considered a service.

⁹³ The Gemara returns to the general topic of one who enters the Temple while in a state of ritual impurity, citing Rabbi Oshaya, who said: I wish to say something, but I am afraid of my colleagues, i.e., I am afraid that they will raise an objection against me. What did he want to say? With regard to one who enters a house afflicted with leprosy, if he enters the house backward, then even if his entire body entered except for his nose, which remained outside the house, he remains pure, as it is written: "He that enters into the house all the time that it is shut up shall be impure until evening" (Leviticus 14:46), teaching that the Torah prohibited, i.e., conferred impurity, only with regard to the normal manner of entering into a house, i.e., face-first.

⁹⁴ But I am afraid of my colleagues, as they might raise the following objection: If so, that the impurity depends on the person entering the house in the normal manner, then even if his entire body entered the house, he would also be pure, as he did not go into the house in the normal fashion. Rava said: This is not difficult, as if his entire body entered in this manner, he is impure, because he is no worse now, i.e., his halakha should be no more lenient, than vessels that are in the house, which become impure, as it is written: "And they shall empty the house...so that all that is in the house shall not be made impure" (Leviticus 14:36).

⁹⁵ The Gemara comments: This is also taught in a baraita, in accordance with the opinion of Rabbi Oshaya, that wherever entering is mentioned in the Torah, the reference is to the normal manner of entering: With regard to those roofs that covered the various chambers found in the Temple courtyard, offerings of the most sacred order may not be eaten there, on them, and offerings of lesser sanctity may not be slaughtered there, because those roofs do not have the sanctity of the Temple courtyard. And a ritually impure person who enters the Sanctuary via those roofs is exempt, as it is stated with regard to a woman who became ritually impure: "And she shall not enter into the Sanctuary" (Leviticus 12:4), teaching that the Torah prohibited only the normal manner of entering the Temple. So too, in the case of a house afflicted with leprosy, where mention is made of entering, only one who enters into the house in the normal manner becomes impure, as stated by Rabbi Oshaya.

⁹⁶ § The mishna teaches: This mitzva that the ritually impure must be sent out of the Temple is the positive mitzva concerning the Temple for which the Sanhedrin is not liable to bring a bull offering for an erroneous ruling. The Gemara asks: To what does the tanna of the mishna refer when he says: This is the positive mitzva concerning the Temple for which the Sanhedrin is not liable to bring a bull offering for an erroneous ruling? Where was it taught that there is such a mitzva for which they are not liable? The Gemara answers: He is referring to a mishna found there in tractate Horayot (8b), which teaches: The Sanhedrin is not liable to bring a bull offering for an erroneous ruling with regard to a positive mitzva or prohibition concerning ritual impurity in the Temple, as this offering is brought only for an erroneous ruling on a matter whose unwitting violation requires the bringing of a fixed sin-offering, and not a sliding-scale offering.

⁹⁷ The mishna there continues: And one who is uncertain whether or not he unwittingly transgressed a prohibition that requires a sin-offering does not bring a provisional guilt-offering for a positive

mitzva or prohibition concerning ritual impurity in the Temple, as this offering is brought only when certainty about the unwitting transgression would require a fixed sin-offering, not a sliding-scale offering. Unwitting transgression of a mitzva concerning ritual impurity in the Temple results in an obligation to bring a sliding-scale offering.

⁹⁸ The mishna there continues: But the Sanhedrin is liable to bring a bull offering for an erroneous ruling with regard to a positive mitzva or prohibition concerning a menstruating woman. And one who is uncertain whether or not he unwittingly transgressed a prohibition that requires a sin-offering brings a provisional guilt-offering for a positive mitzva or prohibition concerning a menstruating woman.

⁹⁹ And it is in reference to that mishna that the tanna in the mishna here says: This mitzva, that the ritually impure must be sent out of the Temple, is the positive mitzva concerning the Temple for which the Sanhedrin is not liable to bring a bull offering for an erroneous ruling. And which is the positive mitzva with regard to a menstruating woman for which the Sanhedrin is liable to bring a bull offering for an erroneous ruling? If a man was engaging in intercourse with a ritually pure woman, and during the course of their act of intercourse she experienced menstrual bleeding and said to him: I have become impure, and unwittingly he immediately withdrew from her and did not wait until his penis became flaccid, he is liable to bring a sin-offering for engaging in intercourse with a menstruating woman, because his withdrawal from her is as pleasant to him as his entry. If the Sanhedrin mistakenly ruled that one may withdraw immediately, they bring a bull offering for their erroneous ruling.

¹⁰⁰ § The Gemara further clarifies the matter of a man who immediately withdrew from the woman after she told him that she had experienced menstrual bleeding. It was stated that Abaye says in the name of Rabbi Ḥiyya bar Rav: He is liable to bring two sin-offerings for this unwitting transgression. And so Rava says that Rav Shmuel bar Shaba says that Rav Huna says: He is liable to bring two sin-offerings, one for his initial entry and one for his immediate withdrawal.

¹⁰¹ Rabba discusses this matter, raising a question: About what case are we speaking? If we say that it was near her expected date of menstruation, when sexual intercourse is prohibited due to a concern that the woman might already be menstruating or that she might begin to menstruate during the act of intercourse, and nevertheless they engaged in intercourse, there is a difficulty: With whom are we dealing? If we say that we are dealing with a Torah scholar, granted that he will be liable to bring a sin-offering for his initial entry. That was an unwitting transgression, as he thought to himself: I can engage in intercourse with her before she begins to menstruate. But why will he be liable to bring a sin-offering for his immediate withdrawal? That transgression was intentional, since he is a Torah scholar and he knows that in such a case he must not withdraw immediately, and a sin-offering is not brought for an intentional transgression.

¹⁰² And if we say that we are dealing with an *am ha'aretz*, an ignoramus, who does not know that it is prohibited for him to engage in intercourse with a woman near the expected onset of her menstruation, and who also does not know that it is prohibited for him to immediately withdraw from her if she experiences menstrual bleeding during intercourse, then for both this and that, his entry and his withdrawal, he should be liable to bring only a single sin-offering, since he had no awareness of his transgression between his two actions. This is like one who ate two olive-bulks of forbidden fat in the course of one lapse of awareness and is therefore liable to bring only one sin-offering. Here too,

although he performed two actions for which one could be liable to bring sin-offerings, entry and withdrawal, there was only one lapse of awareness.

¹⁰³ Rather, it must be a case where it was not near her expected date of menstruation, and there was no reason for the man to think that the woman would experience menstrual bleeding. And with whom are we dealing? If we say that we are dealing with a Torah scholar, then he should not be liable to bring even one sin-offering, because with regard to his initial entry, he was a victim of circumstances beyond his control, and with regard to his withdrawal, after he knew that she was a menstruating woman, his transgression was intentional, and he would be liable to receive karet. And if we are dealing with an am ha'aretz, he should be liable to bring only one sin-offering, for his immediate withdrawal.

¹⁰⁴ Rava reconsidered and then said: Actually, it is a case where it was near the expected date of the woman's menstruation, and we are dealing with a Torah scholar. But he is a Torah scholar only with regard to this halakha, that it is prohibited to engage in intercourse with a woman near the expected onset of her menstruation, and he erred in thinking that he could complete the act of intercourse before she experienced menstrual bleeding. Therefore, once he learns that she has experienced menstrual bleeding, he is liable to bring a sin-offering for his unwitting transgression at the time of his entry. But he is not a Torah scholar with regard to that halakha, that it is prohibited for one to immediately withdraw from a woman if she experiences menstrual bleeding during intercourse. Since he had awareness of his transgression between his two actions, this is not an instance of one lapse of awareness, and therefore he is liable to bring a second sin-offering for his unwitting transgression at the time of his withdrawal.

¹⁰⁵ Rava said: And we learn both of these matters for which he is liable to bring a sin-offering; we learn about entry, and we learn about withdrawal. Rava now clarifies the matter: We learn about withdrawal, as the mishna teaches: If a man was engaging in intercourse with a ritually pure woman, and during the course of their act of intercourse she experienced menstrual bleeding and said to him: I have become impure, and unwittingly he immediately withdrew from her, he is liable to bring a sin-offering for engaging in intercourse with a menstruating woman.

¹⁰⁶ Rava continues: We learn about entry in a mishna (Nidda 14a): If a spot of blood is found on his rag, i.e., the rag that he uses to wipe his penis after intercourse, then it is clear that this blood came from the woman during their act of intercourse. Consequently, both the man and the woman are impure and are liable to bring a sin-offering for their unwitting transgression. Rava explains: What, is it not the case that the mishna speaks here of one who engaged in intercourse with a woman near the expected date of her menstruation, and it teaches that he is liable to bring a sin-offering for his initial entry at that time?

¹⁰⁷ Rav Adda bar Mattana said to Rava: Actually, I could say to you that the mishna speaks here of one who engaged in intercourse with a woman not near the expected date of her menstruation, and he is liable to bring a sin-offering for his immediate withdrawal upon learning that she had experienced menstrual bleeding. And if you would say: Why do I need to be taught once again about withdrawal? Didn't the tanna already teach this in the mishna here? One can respond: It was necessary to teach us this, i.e., the continuation of the mishna in tractate Nidda, which states: If a spot of blood is found on her rag, i.e., the rag that she uses to wipe herself after intercourse, they are impure only because of an uncertainty, as perhaps the bleeding commenced only after they completed their act of intercourse,

and therefore they are exempt from bringing a sin-offering. And since the mishna had to teach the case where the blood was found on her rag, it also taught the case where it was found on his rag, even though there is no novel element in this ruling.

¹⁰⁸ Ravina said to Rav Adda: Can you really interpret that mishna as referring to a case where it was not near the expected date of the woman's menstruation, and that he is liable to bring a sin-offering for his withdrawal? But isn't it taught in that mishna: If blood is found on his rag? And these words indicate that the blood was found only afterward, after the man had already withdrawn from the woman. That is to say, only after he withdrew from the woman he learned that she had experienced menstrual bleeding. Ravina clarifies the difficulty: And if the mishna is referring to a case where he is liable for his withdrawal, at the outset, when he withdrew from the woman, it was from then that he had knowledge of her menstrual status, as he withdrew because she had informed him that she had experienced bleeding. Of what significance is his finding blood on his rag?

¹⁰⁹ Rava said to Rav Adda: Listen to what your teacher, Ravina, is saying, as he has explained the matter. Rav Adda said to Rava: How can I listen to his words and accept his explanation? As it is taught in a baraita with regard to this mishna concerning blood found on a rag: This is the positive mitzva with regard to a menstruating woman for which one is liable. Rav Adda explains: And if it is so that the mishna is referring to a case where the man is liable for his initial entry, this wording is difficult, as engaging in intercourse with a menstruating woman is not the violation of a positive mitzva, but a prohibition.

¹¹⁰ Rava said to him: If you learned this baraita in this manner, its wording is imprecise, as it is missing words, and you should teach it like this: When blood is found on the man's rag, this is the prohibition with regard to a menstruating woman for which one is liable. And additionally, if a man was engaging in intercourse with a ritually pure woman, and during the course of their act of intercourse she experienced menstrual bleeding and said to him: I have become impure, and unwittingly he immediately withdrew from her, he is liable to bring a sin-offering for that act, and this is the positive mitzva for which one is liable with regard to a menstruating woman.

¹¹¹ § The Gemara resumes its discussion of the mishna: The Master said above in the mishna: If he immediately withdrew from the woman after having been informed that she had experienced menstrual bleeding, he is liable to bring a sin-offering for engaging in intercourse with a menstruating woman. The Gemara asks: What should one do in such a situation? Rav Huna said in the name of Rava: He should press his ten fingernails into the ground, i.e., the bed, and restrain himself and do nothing until his penis becomes flaccid, and only then should he withdraw from her, and it is good for him to do so.

¹¹² Rava said: That is to say, one who engages in intercourse, with a flaccid penis, with those with whom relations are forbidden is exempt. As if it enters your mind to say that he is liable, here, in the mishna, what is the reason that he is exempt if he waits and withdraws only later, after he has lost his erection? You might say that it is because he is a victim of circumstances beyond his control in that the woman experienced menstrual bleeding while he was in the middle of the act of intercourse, and not because he withdrew with a flaccid penis, as one who engages in intercourse with a flaccid penis is liable. But if he is exempt from liability because he is a victim of circumstances beyond his control, then even if he withdraws immediately, before losing his erection, he should also be exempt, for the same reason, that he is a victim of circumstances beyond his control.

¹¹³ Abaye said to Rava: Actually, I could say to you that one who engages in intercourse, with a flaccid penis, with those with whom relations are forbidden is liable. And here, what is the reason that one who waits and withdraws only later, after he has lost his erection, is exempt? It is because he is considered a victim of circumstances beyond his control. And concerning that which you said: Why, then, is he liable if he withdrew immediately, i.e., when you said: He should also be exempt, it is because he should have withdrawn with a flaccid penis and experienced little pleasure, but instead he withdrew with an erect organ and experienced great pleasure.

¹¹⁴ Rabba bar Ḥanan said to Abaye: If so, according to your opinion, we find a difference in halakha between a long way and a short way with regard to a menstruating woman. If he withdrew the short way, i.e., without waiting, he has committed a transgression, and if he withdrew the long way, i.e., after waiting, he has not committed a transgression.

¹¹⁵ And we learned this difference in the mishna specifically with regard to ritual impurity in the Temple. If such a distinction were also in effect with regard to a menstruating woman, the mishna would mention it. Rather, one can explain: No parallel distinction is made, because the two cases are not similar in their details. The long way here, with regard to a menstruating woman, namely, that the man must wait, is like the shortest way there, with regard to impurity in the Temple, namely, that the impure person must leave the Temple by way of the most direct route. And the long way there, with regard to the Temple, is like the shortest way here, with regard to a menstruating woman.

¹¹⁶ Rav Huna, son of Rav Natan, objects to what Abaye said: Did Abaye really say with regard to the mishna that if the man withdraws with a flaccid penis he is exempt because he is considered a victim of circumstances beyond his control? Apparently, then, we are speaking of a man who engaged in intercourse with a woman not near the expected date of her menstruation, and therefore the situation is considered beyond his control. But is it not Abaye who says that he is liable to bring two sin-offerings for this transgression, one for his initial entry and one for his withdrawal? Apparently, we are dealing with a man who engaged in intercourse with a woman near the expected date of her menstruation, so he is considered an unwitting transgressor, who is liable to bring a sin-offering, and is not the victim of circumstances beyond his control. Consequently, Abaye's two statements contradict each other.

¹¹⁷ The Gemara answers: When this statement of Abaye was stated, that the man is liable to bring two sin-offerings, it was stated in general. It was not relating to the case in the mishna, but was an independent ruling concerning one who engages in intercourse with a woman near the expected date of her menstruation.

¹¹⁸ § Rabbi Yonatan ben Yosei ben Lakonya asked Rabbi Shimon ben Yosei ben Lakonya: From where in the Torah is the prohibition concerning one who engages in intercourse with a menstruating woman [nidda] derived? Rabbi Shimon ben Yosei ben Lakonya took a clod [kala] of earth and threw it at him in reproach and said to him: Is there a need to search the Torah for a derivation for the prohibition concerning one who engages in intercourse with a menstruating woman? The verse states: "And a woman who is impure by her uncleanness [nidda] you shall not approach, to uncover her nakedness" (Leviticus 18:19)?

¹¹⁹ The Gemara explains the intent of the question of Rabbi Yonatan ben Yosei ben Lakonya: Rather, from where do we derive the prohibition with regard to the case in the mishna concerning one who was engaging in intercourse with a ritually pure woman, and she experienced menstrual bleeding and

said to him: I have become impure, that he must not withdraw immediately? In response to this question Ḥizkiyya said: The verse states: “And if any man lies with her, and her menstrual flow shall be upon him” (Leviticus 15:24), teaching that even at any time when she is menstruating, the prohibition shall be upon him; therefore, he must not withdraw from her immediately.

¹²⁰ The Gemara asks: We found a source for a positive mitzva with regard to the manner in which one must withdraw from a menstruating woman; from where do we derive that immediate withdrawal is also subject to a prohibition? Rav Pappa said: The verse states: “And a woman who is impure by her uncleanness you shall not approach, to uncover her nakedness” (Leviticus 18:19). The Gemara explains: “You shall not approach [tikrav]” means also the opposite: You shall not withdraw, as it is written: “Those who say: Withdraw [kerav] to yourself, come not near to me, for I am holier than you” (Isaiah 65:5), where “kerav” means remove or withdraw.

¹²¹ § Having mentioned that it is prohibited for a man to engage in intercourse with a woman near the expected date of her menstruation, the Gemara cites a baraita in which the Sages taught: The verse with regard to a menstruating woman states: “And shall you separate the children of Israel from their uncleanness” (Leviticus 15:31), Rabbi Yoshiya says: From here we derive a prohibition to the children of Israel that they must separate from their wives near the expected date of their menstruation. And how long before must they separate? Rabba says: A set interval of time for the ritual impurity of a menstruating woman, which is half of a twenty-four hour day, either the daytime or the nighttime.

¹²² Rabbi Yoḥanan says in the name of Rabbi Shimon ben Yoḥai: With regard to anyone who does not separate from his wife near the expected date of her menstruation, even if he has sons who are fit to be great and holy like the sons of Aaron, these sons will die due to his sin, as it is written: “And shall you separate the children of Israel from their uncleanness...this is the law...of her that is sick with her menstrual flow” (Leviticus 15:31–33), and it is stated near it: “After the death of the two sons of Aaron” (Leviticus 16:1).

¹²³ Concerning this matter, Rabbi Ḥiyya bar Abba says that Rabbi Yoḥanan says: Anyone who separates himself from his wife near the expected date of her menstruation will have male children, as it is written: “To distinguish between the impure and the pure” (Leviticus 11:47), and it is stated near it: “If a woman conceive and bear a male child” (Leviticus 12:2). Rabbi Yehoshua ben Levi says: He will have sons who are worthy of teaching halakha, as it is written: “To distinguish... between the impure and the pure, and to teach the children of Israel all the statutes” (Leviticus 10:10–11).

¹²⁴ The Gemara continues to expound these verses: Rabbi Ḥiyya bar Abba says that Rabbi Yoḥanan says: Anyone who recites havdala over wine at the conclusion of Shabbatot, and not over some other beverage, will have male children, as it is written: “To distinguish between the holy and the unholy, and between the impure and the pure” (Leviticus 10:10), and it is written there once again: “To distinguish between the impure and the pure” (Leviticus 11:47), and it is stated near it: “If a woman conceive and bear a male child” (Leviticus 12:2). Rabbi Yehoshua ben Levi says: Anyone who recites havdala over wine at the conclusion of Shabbatot will have sons who are worthy of teaching halakha, as it is written: “To distinguish between the holy and the unholy...and to teach” (Leviticus 10:10–11).

¹²⁵ Rabbi Binyamin bar Yefet says that Rabbi Elazar says: Anyone who sanctifies himself with modest conduct while engaging in sexual intercourse will have male children, as it is stated: “You shall sanctify yourselves, and you shall be holy” (Leviticus 11:44), and it is stated near it: “If a woman conceive and bear a male child” (Leviticus 12:2).

¹²⁶ § The mishna teaches: Rabbi Eliezer says: With regard to the sliding-scale offering the verse states: “Or if a person touches any impure thing, whether it is the carcass of a non-kosher undomesticated animal, or the carcass of a non-kosher domesticated animal, or the carcass of a non-kosher creeping animal, and it is hidden from him, so that he is impure” (Leviticus 5:2). The juxtaposition of the words “and it is hidden” to the words “a creeping animal” teaches that one is liable to bring a sliding-scale offering when it was hidden from him that he had contracted ritual impurity from a creeping animal, but not when it was hidden from him that he was entering the Temple or partaking of sacrificial food. Rabbi Akiva says that it is from the words “and it is hidden from him, so that he is impure” that it is derived that one is liable to bring a sliding-scale offering for a lapse of awareness about his impurity, but not for a lapse of awareness about the Temple or the sacrificial food. The Gemara asks: Since Rabbi Eliezer and Rabbi Akiva agree about the halakha, what is the practical difference between them?

¹²⁷ Ḥizkiyya says: There is a practical difference between them in a case where one initially knew that he had contracted ritual impurity, but he did not know whether the impurity was contracted from a creeping animal or from the carcass of an unslaughtered animal. Rabbi Eliezer holds that for him to be liable to bring an offering, we require that he initially know whether he contracted impurity from a creeping animal or he contracted impurity from an unslaughtered animal carcass, and if he never knew this, he does not bring an offering. And Rabbi Akiva holds that for him to be liable to bring an offering, we do not require that he know this detail; since he knows in general terms that he contracted impurity, it is not necessary that one know whether he contracted the impurity from a creeping animal or he contracted the impurity from an unslaughtered animal carcass.

¹²⁸ And Ulla also says: There is a practical difference between them in a case where the person did not know whether he contracted impurity from a creeping animal or from the carcass of an unslaughtered animal. Ulla did not say this explicitly, but rather he raises a contradiction between this statement of Rabbi Eliezer and another statement of Rabbi Eliezer, and then resolves it. He asked: Does Rabbi Eliezer actually say that in order to be liable to bring a sliding-scale offering, we require that one initially know whether he contracted impurity from a creeping animal or he contracted impurity from an unslaughtered animal carcass?

¹²⁹ And he raises a contradiction from a baraita with regard to one who ate a forbidden food but did not know whether it was forbidden fat or it was notar, part of a sacrifice left over after the time allotted for its consumption; or one who performed labor but did not know whether it was Shabbat or Yom Kippur; or one who engaged in intercourse but did not know whether it was with his menstruating wife or with his sister. In all these cases Rabbi Eliezer holds that he must bring a sin-offering, whereas Rabbi Yehoshua deems him exempt. Rabbi Eliezer says: Whichever way you look at it, he is liable. If he ate forbidden fat he is liable; if he ate notar he is liable. If he desecrated Shabbat he is liable; if he desecrated Yom Kippur he is liable. If he engaged in intercourse with his menstruating wife, he is liable; if he engaged in intercourse with his sister, he is liable. In all these cases, he knows that he transgressed, and he is liable to bring a sin-offering.

¹³⁰ Rabbi Yehoshua said to Rabbi Eliezer: The verse states with regard to a sin-offering: “Or if his sin, in which he sinned, became known to him” (Leviticus 4:23), teaching that there is no liability for an offering until it becomes known to the sinner the manner in which he sinned. According to this baraita, Rabbi Eliezer himself holds that in order to become liable to bring a sin-offering, it is not necessary that one know precisely which prohibition he violated.

¹³¹ And Ulla resolves the contradiction: There, with regard to liability to bring a sin-offering, the Merciful One states: “Or if his sin, in which he sinned, became known to him, he shall bring his offering” (Leviticus 4:23), teaching that it suffices that he knows that he committed some type of sin. Here, with regard to ritual impurity in the Temple, since it is written at the beginning of the verse: “Or if a person touches any impure thing” (Leviticus 5:2), why do I need that which is stated immediately afterward: “Or the carcass of a non-kosher creeping animal”? Conclude from it that we require that he initially know whether he contracted impurity from a creeping animal or he contracted impurity from an unslaughtered animal carcass, and if he never knew this, he does not bring an offering.

¹³² The Gemara asks: And Rabbi Akiva, who does not expound the verses in this way, what does he say to this? The Gemara answers: He maintains that since

¹³³ the Torah needs to write both “domesticated animal” and “undomesticated animal” in the verse “or the carcass of a non-kosher undomesticated animal, or the carcass of a non-kosher domesticated animal” to teach that halakha that the school of Rabbi Yehuda HaNasi taught (see 7a), “creeping animal” is also written, even though there is no novel element taught by the addition of that term. This is in accordance with what was taught in the school of Rabbi Yishmael: Every passage in the Torah that was stated and repeated was repeated only for the novel element introduced therein. It is the style of the Torah to repeat an entire passage to teach even one additional halakha, in this case, that which was taught by Rabbi Yehuda HaNasi.

¹³⁴ The Gemara asks: And Rabbi Eliezer, who maintains that in general it is not necessary that the unwitting transgressor know precisely which prohibition he violated, what does he do with the words “in which he sinned,” the words from which Rabbi Yehoshua learned that there is no liability to bring an offering unless he knows precisely which sin he committed? The Gemara answers: According to Rabbi Eliezer, these words emphasize the fact that one is liable only when he intends to do the prohibited act, to the exclusion of one who acts unawares and has no intention to perform the action. That is to say, if one was preoccupied with another matter and, acting unawares, he transgressed a prohibition, he is not liable to bring a sin-offering.

¹³⁵ Until now the Gemara has discussed Hizkiyya’s understanding of the practical difference between the opinions of Rabbi Eliezer and Rabbi Akiva in the mishna. And Rabbi Yoḥanan says: There is no halakhic difference between Rabbi Eliezer and Rabbi Akiva, as they both agree that one must know the exact source of his ritual impurity. The difference between them is limited to the interpretation of the meaning of the verses, i.e., they disagree about the source in the Torah for this halakha. And similarly, it can be reasoned that Rav Sheshet says: The difference between them is limited to the interpretation of the meaning of the verses, as Rav Sheshet would switch the opinion of Rabbi Eliezer for that of Rabbi Akiva and that of Rabbi Akiva for that of Rabbi Eliezer. He was not meticulous in his attributions of the respective opinions, as he held that there is no halakhic difference between them.

¹³⁶ Rava asked Rav Naḥman: According to both Rabbi Eliezer and Rabbi Akiva, if one had a lapse of awareness of both this and that, his having contracted ritual impurity and his having entered the Temple, what is the halakha? Rav Naḥman said to him: He has a lapse of awareness about his impurity, and therefore he is liable. The Gemara disputes this: On the contrary, he has a lapse of awareness about the Temple, and he should therefore be exempt.

¹³⁷ Rav Ashi said: We observe his behavior. If he leaves the Temple because of the impurity, i.e., when he is told that he is impure, it is clear that the lapse of awareness that he had is about the impurity, and he is liable. And if he leaves because of the Temple, i.e., when he is told that he is in the Temple, then the lapse of awareness that he had is about the Temple, and he is exempt. Ravina said to Rav Ashi: There is no indication from here; didn't he leave because he became aware of the Temple only because he became aware also of the impurity? Otherwise, why would he leave the Temple? And didn't he leave because he became aware of the impurity only because he became aware also of the Temple? Otherwise, why would he leave the Temple? Rather, there is no difference, so there is no indication from here.

¹³⁸ § The Gemara begins a discussion about another topic related to awareness of impurity. The Sages taught in a baraita: If there were two paths in a certain place, one of them impure, as a corpse was buried there, and the other one pure, but it was not clear which of the two paths was impure, and someone walked on the first path and did not then enter the Temple, and then afterward he walked on the second path, forgot that he was ritually impure, and entered the Temple, he is liable to bring a sin-offering, since he certainly contracted impurity on one of the paths and entered the Temple in a state of impurity.

¹³⁹ If he walked on the first path and entered the Temple, and on the third day he was sprinkled with waters of purification to purify him from the uncertain impurity imparted by a corpse, and on the seventh day he was sprinkled upon again, and he immersed himself in a ritual bath, thereby completing his purification, and then afterward he walked on the second path and entered the Temple, he is liable to bring a sin-offering, since one of the paths was certainly impure and he entered the Temple after having walked on it. Rabbi Shimon deems him exempt in this latter case, because neither time that he entered the Temple was it certain that he was impure, the first time because he might not yet have become impure, and the second time because he might already have purified himself. And Rabbi Shimon ben Yehuda, in the name of Rabbi Shimon, deems him exempt in all of these cases.

¹⁴⁰ The Gemara asks: Does Rabbi Shimon ben Yehuda really exempt him in all of these cases,

¹⁴¹ even in the first case, where he walked on both of the paths and did not purify himself in between? This is difficult, as whichever way you look at it, he is impure, since he certainly contracted impurity on one of the two paths. Rava said: What are we dealing with here? We are dealing with a case where he walked on the first path, and then afterward when he was walking on the second path he forgot that he had already walked on the first path, so that his lapse of awareness when he entered the Temple was only a lapse of partial awareness. That is, when he entered the Temple he forgot only that he had walked on the first path, and for this lapse of knowledge by itself he is not liable to bring a sin-offering, as it is not certain that he contracted impurity there.

¹⁴² Rava continues: And the tanna'im disagree with regard to this issue: The first tanna, who teaches that Rabbi Shimon deems the person exempt only where there was purification between the two

entries, but not in the first case, maintains that we say that partial awareness of definite impurity is counted as complete awareness. And Rabbi Shimon ben Yehuda, who teaches that Rabbi Shimon deems the person exempt even in the first case, where there was no purification between the two entries, maintains that we do not say that partial awareness of definite impurity is counted as complete awareness.

¹⁴³ § The baraita teaches: If he walked on the first path and entered the Temple, and on the third day he was sprinkled with waters of purification, and on the seventh day he was sprinkled upon again, and he immersed himself in a ritual bath, and then he walked on the second path and entered the Temple, he is liable to bring a sin-offering; and Rabbi Shimon deems him exempt from bringing an offering. The Gemara asks: But why is he liable according to the first tanna? Each time he entered the Temple it was only with a lapse of awareness of uncertain impurity, the first time because he might not yet have become impure, and the second time because he might already have purified himself.

¹⁴⁴ Rabbi Yoḥanan says: Here, since he certainly contracted impurity on one of the paths and entered the Temple in a state of impurity, they made awareness of uncertain impurity like awareness of definite impurity. And Reish Lakish says: In accordance with whose opinion is this? It is in accordance with the opinion of Rabbi Yishmael, who says: We do not require any awareness of impurity whatsoever at the beginning, before he enters the Temple, and it suffices if it becomes known to him at the end that he had been impure at the time of his entry.

¹⁴⁵ And the Gemara raises a contradiction between this statement of Rabbi Yoḥanan and another statement of Rabbi Yoḥanan; and the Gemara raises a contradiction between this statement of Reish Lakish and another statement of Reish Lakish. As it is taught in a baraita: If one ate an item concerning which there was uncertainty as to whether or not it was forbidden fat, and he later became aware of it, and then he ate some other item concerning which there was uncertainty as to whether or not it was forbidden fat, and he later became aware of it, Rabbi Yehuda HaNasi says: Just as he would bring a sin-offering for each and every one of his instances of consumption were he to learn that what he ate was actually forbidden fat, so too, he brings a provisional guilt-offering, brought by one who is uncertain as to whether he committed a transgression that requires a sin-offering, for each and every one of his instances of consumption if after each instance he became aware that he might have eaten forbidden fat.

¹⁴⁶ Rabbi Shimon ben Yehuda and Rabbi Elazar, son of Rabbi Shimon, said in the name of Rabbi Shimon: He brings only one provisional guilt-offering, as it is stated with regard to a provisional guilt-offering: “He shall bring an unblemished ram...for a guilt-offering...to the priest; and the priest shall make atonement for him concerning his unwitting transgression wherein he unwittingly transgressed and knew it not” (Leviticus 5:18). This wording teaches that the Torah included many instances of unwitting transgressions in one provisional guilt-offering. One brings one provisional guilt-offering even if he had committed many unwitting transgressions.

¹⁴⁷ Reish Lakish and Rabbi Yoḥanan disagree about how to understand the opinion of Rabbi Yehuda HaNasi: With regard to which case did he say that one brings a separate sin-offering for each and every one of his instances of consumption? And Reish Lakish says: Here Rabbi Yehuda HaNasi taught that awareness of the uncertain status separates the acts with regard to sin-offerings. If it later became known with certainty that he had actually eaten forbidden fat both times, he would be liable

to bring two sin-offerings for the two instances of consumption, despite the fact that the two actions were separated only by awareness of the uncertain status, because such awareness is sufficient to separate the two acts.

¹⁴⁸ And Rabbi Yoḥanan says: Rabbi Yehuda HaNasi does not mean to say that awareness of the uncertain status separates the acts with regard to sin-offerings. He merely established the principle: Just as definite awareness in general separates the acts with regard to sin-offerings, e.g., where one ate forbidden fat and then became aware that it was definitely forbidden fat that he had eaten, and then he forgot and once again ate forbidden fat, so too, awareness of the uncertain status separates the acts with regard to provisional guilt-offerings. But awareness of the uncertain status does not separate the acts with regard to sin-offerings. If the awareness between the acts was only awareness of the uncertain status, he does not bring a sin-offering for each act when he later learns with certainty that it was forbidden fat that he had eaten. Evidently, Rabbi Yoḥanan maintains that awareness of the uncertain status is not like definite awareness, and Reish Lakish maintains that it is like definite awareness. This contradicts what they said above.

¹⁴⁹ The Gemara comments: Granted, the apparent contradiction between one statement of Rabbi Yoḥanan and the other statement of Rabbi Yoḥanan is not difficult, as one can explain that Rabbi Yoḥanan is precise in his wording, as he says: Here, with regard to impurity in the Temple, they made awareness of the uncertain status like definite awareness; but they did not do so everywhere in the entire Torah. There is a basis for this distinction, as here, with regard to impurity in the Temple, awareness at the beginning is not written explicitly in the Torah, but rather it is derived from: “And it is hidden from him” (Leviticus 5:2), which indicates that there must be some awareness that became hidden from him, and for this, awareness of the uncertain status suffices. But by contrast, they did not make awareness of the uncertain status like definite awareness everywhere in the entire Torah, as it is written: “Or if his sin, which he has sinned, becomes known to him” (Leviticus 4:28), which indicates that in general we require full-fledged awareness at the beginning.

¹⁵⁰ But as for Reish Lakish, rather than interpreting this baraita concerning the two paths in accordance with the opinion of Rabbi Yishmael, who does not require any awareness whatsoever at the beginning, let him interpret it in accordance with the opinion of Rabbi Yehuda HaNasi, who holds that awareness of the uncertain status is like definite awareness. The Gemara explains: Reish Lakish teaches us this: That with regard to impurity in the Temple, Rabbi Yishmael does not require any awareness at the beginning.

¹⁵¹ The Gemara challenges: It is obvious that Rabbi Yishmael does not require awareness at the beginning, since he has no superfluous verses from which to derive such a requirement. Rabbi Akiva learns from the superfluous phrase: “And it is hidden from him” (Leviticus 5:4), that awareness at the beginning is necessary, but Rabbi Yishmael says the verse serves to teach another halakha, that one is liable to bring an offering for a lapse of awareness that he was entering the Temple. The Gemara rejects this challenge: Lest you say: When Rabbi Yishmael does not accept this halakha requiring awareness at the beginning, it means that he does not derive it from a verse, but he accepts it as a tradition; to counter this, Reish Lakish teaches us that according to Rabbi Yishmael there is no requirement whatsoever for awareness at the beginning.

Chapter 3

¹ MISHNA: With regard to oaths attesting to the truth about an utterance, which, when violated, render one liable to bring a sliding-scale offering, there are two types that are actually four types. The initial two oaths, which relate to utterances about the future and are explicitly prohibited in the Torah, are: On my oath I will eat, or: On my oath I will not eat. These are expanded to four, to include oaths concerning utterances about the past: On my oath I ate, or: On my oath I did not eat.

² If one says: On my oath I will not eat, and he then ate any amount, even less than an olive-bulk, he is liable; this is the statement of Rabbi Akiva. The Rabbis said to Rabbi Akiva: Where do we find that one who eats any amount is liable, leading you to say that this person is liable? Rabbi Akiva said to them: And where do we find one who speaks and is liable to bring an offering for it, as this oath taker merely speaks, i.e., takes an oath, and brings an offering for it?

³ GEMARA: The Gemara asks: Is this to say that phrasing an oath as: On my oath I will eat, always means that I take an oath that I will eat? The Gemara raises a contradiction from a mishna (Nedarim 16a): If one says: On my oath I will not eat of yours, or: On my oath I will eat of yours, or: Not on my oath I will not eat of yours, the food of the other person is forbidden.

⁴ Abaye said: Actually, saying: On my oath I will eat, means that I take an oath that I will eat. It is not difficult, because there is a difference between the contexts of the mishnayot: Here, it is referring to an oath taken in a context where others are importuning him to eat, so when he says: On my oath I will eat of yours, his intention is to indicate his refusal to eat. There, it is a context where others are not

⁵ importuning [mesarevin] him to eat.

⁶ The Gemara explains: The mishna here is referring to a case where others are not importuning him to eat; therefore, his oath should be understood literally, as obligating himself to eat. The external mishna, in tractate Nedarim, is referring to a case where others are importuning him to eat and he is saying: I will not eat, I will not eat. Under those circumstances, when he takes an oath, this is what he is saying: On my oath I will not eat.

⁷ Rav Ashi, offering a different resolution of the contradiction, says: Teach, i.e., revise the mishna in tractate Nedarim to say in the middle oath: On my oath I will not [she'i] eat of yours, i.e., using a different formulation for: On my oath I will not eat of yours. The Gemara asks: If so, what is the purpose of stating what is effectively the same oath twice? The Gemara answers: Lest you say that there is a concern that the oath was a slip of his tongue and he meant to take an oath that he will eat and instead said: I will not eat, the mishna teaches us that one need not be concerned that this is what occurred.

⁸ § The Sages taught: “The clear utterance of her lips, with which she has bound her soul” (Numbers 30:7), is referring to an oath, and: “A bond with which she has bound her soul” (Numbers 30:5), is also referring to an oath. With regard to the prohibition invoked by the word “bond,” if you say a bond is an oath, he is liable, but if not, he is exempt. The Gemara seeks to explicate this baraita: If you say a bond is an oath? But you already said that a bond is an oath.

⁹ Abaye said: This is what the baraita is saying: “Clear utterance” is an oath, whereas “bond” is the association of some object or action with a matter that has already been prohibited by an oath. What

is the prohibition invoked by the word “bond”? If you say that creating an association with an oath is like explicitly expressing an oath with his own mouth then he is liable to bring an offering for unwittingly violating the oath and to receive lashes for doing so intentionally. But if it is not like stating an oath explicitly, he is exempt.

¹⁰ The Gemara analyzes Abaye’s explanation: From where may one derive that “clear utterance” is an oath? One derives it from the verse written with regard to an oath on an utterance, as it is written: “Or if anyone take an oath to clearly utter with his lips” (Leviticus 5:4). The Gemara asks: Isn’t “bond” also referring to an oath, as it is written: “Every vow, and every oath of a bond to afflict the soul, her husband may let it stand, or her husband may make it void” (Numbers 30:14)?

¹¹ Rather, from where may one derive that a bond is the association of some object or action with another matter that has been prohibited by an oath? One may derive it from the verse, as it is written: “Or bound her soul by a bond with an oath” (Numbers 30:11), which indicates that the bond is associated with a preexisting oath.

¹² The Gemara asks: Isn’t the term “clear utterance” also associated with an oath in a verse, as it is written: “Whatsoever it be that a man shall utter clearly with an oath” (Leviticus 5:4)?

¹³ Rather, Abaye said: The fact that “clear utterance” means an oath is derived from here: “And if she be married to a husband, while her vows are upon her, or the clear utterance of her lips, with which she has bound her soul” (Numbers 30:7). While in that verse, it does not state: Oath. With what does she impose a prohibition upon herself? She does so with “clear utterance,” indicating that “clear utterance” is referring to an oath.

¹⁴ Rava said: Actually, I will say to you that association with an oath is not like expressing an oath with one’s own mouth, and this is what the baraita is saying: “Clear utterance” is an oath. “Bond” can also be an oath, but it is ambiguous. The verse placed the wording of the prohibition of a bond between that of a vow and that of an oath. Therefore, if one expressed a bond with the language of a vow, it is a vow. If one expressed it with the language of an oath, it is an oath.

¹⁵ The Gemara asks: Where did the verse place the word for “bond” between a vow and an oath? The verse says: “And if she vowed in her husband’s house or bound her soul by a bond with an oath” (Numbers 30:11).

¹⁶ The Gemara comments: Abaye and Rava both follow their own lines of reasoning, as it was stated: With regard to one who associates some object or action with another matter that has been prohibited by an oath, Abaye says: It is like explicitly expressing an oath with his mouth, and Rava says: It is not like explicitly expressing an oath with his mouth.

¹⁷ The Gemara raises an objection from a baraita: What is the bond mentioned in the Torah? A bond applies to one who says: It is incumbent upon me that I will not eat meat and that I will not drink wine like on the day that his, i.e., my, father died, or: Like on the day that so-and-so died, or: Like on the day that Gedaliah ben Ahikam was killed, or: Like on the day on which he saw Jerusalem in its destruction. One who makes one of these pronouncements is prohibited from eating meat and drinking wine. And Shmuel says: This is the case only when he is prohibited from eating meat and drinking wine by vow since that day, e.g., the day his father died.

¹⁸ The Gemara explains the objection: Granted, according to the opinion of Abaye, from the fact that a vow that one associates with another vow is considered a vow, as Shmuel's ruling demonstrates, one may conclude that an oath that one associates with another oath is considered an oath.

¹⁹ But according to Rava's opinion, that association with an oath is not considered an oath, the baraita poses a difficulty, as it indicates that association with a vow is considered a vow; a corresponding rule should apply to an oath.

²⁰ The Gemara answers: Rava could say to you: Resolve the difficulty posed by the baraita and say that the baraita teaches this: Which is the bond of a vow mentioned in the Torah? When is a bond, i.e., the acceptance of a prohibition on oneself, considered a vow? According to Rava, "bond" in the verse is not referring to association. Rather, it is referring to one who says: It is incumbent upon me that I will not eat meat and that I will not drink wine like on the day that his, i.e., my, father died, or: Like on the day that so-and-so was killed. And Shmuel says: This is the halakha only when he is prohibited from eating meat and drinking wine by vow since that day, e.g., the day his father died.

²¹ What is the reason for Shmuel's caveat? The verse states: "When a man vows a vow to the Lord" (Numbers 30:3). The redundancy in the phrase "vows a vow" teaches that when one associates a vow with another prohibition, it does not take effect unless he vows by associating it with an item forbidden by means of a vow. Association is derived from this verse and is limited to vows.

²² The Gemara discusses the baraita: One who says: It is incumbent upon me that I will not eat meat and that I will not drink wine like on the day that his father died. The Gemara asks: Isn't it obvious that he is prohibited from eating meat and drinking wine? Why does the baraita need to mention the specific example of a vow concerning the day his father died? The Gemara answers: It was necessary that the baraita state that the vow takes effect for the sake of the other example: Like on the day that Gedaliah ben Ahikam was killed. Otherwise, it may enter your mind to say: Since, even if he did not vow to refrain from eating meat or drinking wine on that day they would be prohibited to him anyway, as it is a public fast day, when he did vow to refrain from eating and drinking on that day, the prohibition of the vow would not take effect on him, and that subsequent vow would then not be associated with a vow, but with an ordinary prohibition. Therefore, the baraita teaches us that the vow made on the fast day takes effect and the second vow can be associated with it.

²³ The Gemara comments: And Rabbi Yoḥanan also holds in accordance with this opinion of Rava that a bond is not an association with an oath, but an oath itself, as when Ravin came from Eretz Yisrael to Babylonia he reported that Rabbi Yoḥanan says: If one says: By my clear utterance I will not eat of yours, or: On my bond I will not eat of yours, it is an oath.

²⁴ § When Rav Dimi came from Eretz Yisrael, he reported that Rabbi Yoḥanan says: If one takes an oath, saying: I will eat, or: I will not eat, relating to the future, and does not fulfill it, it is a false oath. And its prohibition in the Torah is from here: "And you shall not take an oath by My name falsely, so that you profane the name of your God; I am the Lord" (Leviticus 19:12). If one takes an oath, saying: I ate, or: I did not eat, relating to past actions, and it is a lie, it is an oath taken in vain, and its prohibition in the Torah is from here: "You shall not take the name of the Lord your God in vain; for the Lord will not absolve of guilt he that takes His name in vain" (Exodus 20:7).

²⁵ Rav Dimi continued: With regard to vows where one states that an item is forbidden like an offering [konamot], if he subsequently derives benefit from that item, one violates the prohibition:

“When a man vows a vow to the Lord, or takes an oath to bind his soul with a bond, he shall not break his word; he shall do according to all that proceeds out of his mouth” (Numbers 30:3).

²⁶ The Gemara raises an objection from a baraita: The prohibitions against taking an oath in vain and taking a false oath are one. The Gemara suggests: What, is the baraita not teaching that if an oath taken in vain refers to the past, a false oath also refers to the past? Apparently, the statements: I ate, and: I did not eat, are both false oaths, contrary to Rabbi Yoḥanan’s statement that a false oath is one that relates to the future.

²⁷ The Gemara answers: Are the cases comparable? This case, of a false oath, is as it is and that case, of an oath taken in vain, is as it is. What, then, is the meaning of the assertion of the baraita that they are one? It is that both were spoken in a single utterance at the giving of the Torah, like that which is taught in a baraita: “Remember the Sabbath day, to keep it holy” (Exodus 20:8), and: “Observe the Sabbath day, to keep it holy” (Deuteronomy 5:12), were spoken in one utterance, in a manner that the human mouth cannot say and that the human ear cannot hear.

²⁸ The Gemara asks: Granted, there, “remember” and “observe” were spoken in a single utterance in order to teach the halakha that Rav Adda bar Ahava says; as Rav Adda bar Ahava says: Women are obligated to recite kiddush sanctifying the seventh day, by Torah law, even though it is a positive, time-bound mitzva, since the verses state: “Remember,” and: “Observe,” indicating that anyone who is obligated to observe, i.e., is prohibited from performing labor on Shabbat, is obligated to remember, by reciting kiddush. And these women, since they are obligated to observe, they also are obligated to remember. But here, with regard to the prohibitions against taking a false oath and taking an oath in vain, for what halakha is it necessary for them to have been spoken in a single utterance?

²⁹ The Gemara explains: Rather, the baraita states that these two oaths are one to teach that just as one is flogged for taking an oath in vain, so is one also flogged for taking a false oath.

³⁰ The Gemara asks: Isn’t it the opposite [kelapei layya]? It is clear that one receives lashes for taking a false oath about the future, which one violates with an action, but an oath taken in vain about the past is merely a verbal pronouncement. Rather, say like this: Just as one is flogged for taking a false oath, i.e., violating one’s oath about the future, so is one also flogged for taking an oath in vain.

³¹ The Gemara asks: Why must the baraita state that one is flogged for either type of oath? Isn’t it obvious? This is a prohibition and that is a prohibition, and for both one is liable to receive lashes. The Gemara answers: Lest you say as Rav Pappa said to Abaye, that the verse: “For the Lord will not absolve of guilt he that takes His name in vain” (Exodus 20:7), might indicate that God will not absolve him at all, and even if he is punished he cannot atone for his sin,

³² it teaches us as Abaye answers him below.

³³ The Gemara offers an alternative resolution of the difficulty posed by the baraita: And if you wish, say that the assertion of the baraita that the prohibitions against taking an oath in vain and taking a false oath are one means: Just as one brings an offering for taking a false oath, so one brings an offering for taking an oath in vain. And this is in accordance with the opinion of Rabbi Akiva, who deems one liable to bring an offering for taking an oath in vain that refers to the past, just as for taking a false oath that refers to the future.

³⁴ The Gemara raises an objection to Rabbi Yoḥanan’s distinction between a false oath and an oath taken in vain from a baraita: Which oath is an oath taken in vain? It is when one takes an oath to

deny that which is known to people to be true. And a false oath is when one takes an oath that contradicts the past. The Gemara answers: Say, i.e., emend the baraita to say, that a false oath is when one takes an oath and subsequently contradicts it by acting otherwise.

³⁵ § When Ravin came from Eretz Yisrael to Babylonia, he reported that Rabbi Yirmeya says that Rabbi Abbahu says that Rabbi Yoḥanan says: If one takes an oath, saying: I ate, or: I did not eat, it is a false oath if it is not true. And its prohibition in the Torah is from: “And you shall not take an oath by My name falsely, so that you profane the name of your God; I am the Lord” (Leviticus 19:12). If one takes an oath, saying: I will eat, or: I will not eat, and breaks his oath, he violates the prohibition: “When a man vows a vow to the Lord, or takes an oath to bind his soul with a bond, he shall not break his word” (Numbers 30:3). And which oath is an oath taken in vain? It is when one takes an oath to deny that which is known to people to be true.

³⁶ Rav Pappa said: This statement of Rabbi Abbahu, i.e., conveying the opinion of Rabbi Yoḥanan, was not stated explicitly by Rabbi Abbahu; rather, it was stated by inference. It was inferred from that which Rav Idi bar Avin says that Rav Amram says that Rav Yitzḥak says that Rabbi Yoḥanan says that Rabbi Yehuda says in the name of Rabbi Yosei HaGelili: With regard to any prohibition in the Torah, if it is a prohibition that involves an action, one is flogged for violating it. But with regard to a prohibition that does not involve an action, one is not flogged for violating it, except in the cases of one who takes an oath, and one who substitutes a different animal for one that is consecrated to be sacrificed (see Leviticus 27:10), and one who curses another using the Divine Name (see Leviticus 19:14).

³⁷ The Gemara asks: From where do we derive that one who takes an oath that is not true is flogged? Rabbi Yoḥanan says in the name of Rabbi Shimon ben Yoḥai: The verse states: “You shall not take the name of the Lord your God in vain; for the Lord will not absolve of guilt he that takes His name in vain” (Exodus 20:7). It is the heavenly court that does not absolve him; but the earthly court flogs him, and in doing so, absolves him of guilt.

³⁸ Rav Pappa said to Abaye: Perhaps this is what the Merciful One is saying: He will not be absolved of guilt at all. Abaye answered: If it were written: For he will not be absolved of guilt, it would be as you say. Now that it is written: “For the Lord will not absolve of guilt,” the verse teaches that it is the Lord Who will not absolve one who takes His name in vain; but the earthly court flogs him, and in doing so absolves him of guilt.

³⁹ The Gemara asks: We found a source for receiving lashes for an oath taken in vain, despite the fact that no physical action was performed. From where do we derive that this is also the halakha with regard to a false oath? Rabbi Yoḥanan himself said: The verse states: “In vain...in vain,” twice. If the second mention is not necessary for the matter of an oath taken in vain, since it was already stated, apply it to the matter of a false oath.

⁴⁰ And Rabbi Abbahu discusses this: With regard to this false oath referred to by Rabbi Yoḥanan, what are the circumstances under which one who takes it is flogged? If we say it is when he says: On my oath I will not eat, and he then ate, that is a prohibition that involves an action. And if one would rather say that he says: On my oath I will eat, and he does not eat, is one who breaks his oath like that flogged? But wasn't it stated that with regard to one who says: On my oath I will eat this loaf today, and the day passed and he did not eat it, Rabbi Yoḥanan and Reish Lakish both say he is not flogged?

⁴¹ Rabbi Yoḥanan says he is not flogged because it is a prohibition that does not involve an action, and concerning any prohibition that does not involve an action, one is not flogged for violating it. And Reish Lakish says he is not flogged because his violation of the prohibition necessarily involves an uncertain forewarning, and an uncertain forewarning is not considered a forewarning at all. Only if one is forewarned immediately prior to violating a prohibition does he receive lashes. Since not fulfilling his oath is a sin of omission, whenever the forewarning is offered, it remains uncertain whether one will fulfill the oath or not.

⁴² In response to his own question, Rabbi Abbahu says: The case where one who takes a false oath is flogged will be where he takes an oath saying: I ate, or: I did not eat. The Gemara asks: What is different about oaths relating to the past, for which one is liable to receive lashes even though he did not perform an action, and oaths relating to the future that one violates by omission, and for which one is therefore exempt from lashes according to Rabbi Yoḥanan because it is a prohibition that does not involve an action? Rava said: The Torah explicitly extended the liability to receive lashes to one who takes a false oath that is similar to an oath taken in vain. Just as an oath taken in vain refers to the past, so too, one is liable for a false oath that refers to the past. This discussion of Rabbi Abbahu's is the source of his inference as to the opinion of Rabbi Yoḥanan mentioned by Rav Pappa.

⁴³ Rabbi Yirmeya raised an objection to the opinion of Rabbi Abbahu from a mishna (27b): If one says: On my oath I will not eat this loaf, and then says: On my oath I will not eat it, and then again: On my oath I will not eat it, and he subsequently ate it, he is liable only once. This is the oath on an utterance for which one who violates the prohibition intentionally is liable to receive lashes and one who violates it unwittingly is liable to bring a sliding-scale offering.

⁴⁴ Rabbi Yirmeya asks: When the mishna says: This is the oath on an utterance, it is to exclude what? Is it not to exclude the case of one who takes an oath relating to the past, saying: I ate, or: I did not eat, thereby indicating that he is not flogged?

⁴⁵ The Gemara responds: No. It serves to exclude one who takes an oath saying: I ate, or: I did not eat, from liability to bring an offering. The Gemara explains: This is the oath on an utterance for which one who violates it unwittingly is liable to bring a sliding-scale offering. But if one takes an oath saying: I ate, or: I did not eat, then no, one does not bring an offering. And this is in accordance with the opinion of Rabbi Yishmael, who says: One is liable to bring an offering only for breaking oaths relating to the future, but one is flogged even for false oaths relating to the past.

⁴⁶ The Gemara asks: Say the latter clause of the mishna (29a): Which oath is an oath taken in vain? It is when one takes an oath to deny that which is known to people to be true, like one says with regard to a stone column that it is made of gold. This is an oath taken in vain, for which one is liable to receive lashes if he takes the oath intentionally, and for which he is exempt if he takes it unwittingly. When the mishna says: This is an oath taken in vain, it is to exclude what? What, isn't that phrase added to the mishna to exclude one who takes an oath saying: I ate, or: I did not eat, teaching that he is not flogged?

⁴⁷ The Gemara responds: No, the mishna adds: This is an oath, to teach that for violating the prohibition against taking an oath in vain unwittingly, one is exempt from bringing an offering; but one who takes an oath saying: I ate, or: I did not eat, is liable to bring an offering for an unwitting violation. And this is in accordance with the opinion of Rabbi Akiva, who deems one liable to bring an offering for oaths referring to the past just like one is liable for oaths referring to the future.

⁴⁸ The Gemara asks: But didn't you say that the first clause of that mishna is in accordance with the opinion of Rabbi Yishmael? How can the first clause follow Rabbi Yishmael's opinion and the latter clause follow Rabbi Akiva's conflicting opinion? The Gemara answers: The entire mishna is in accordance with the opinion of Rabbi Akiva, and the first clause does not serve to exclude one who took an oath saying: I ate, or: I did not eat, from the liability to bring an offering. Rather, it serves to exclude one who took an oath saying: I will eat, and who subsequently did not eat, from the liability to receive lashes. But he is still liable to bring an offering.

⁴⁹ The Gemara asks: And what is different about this way of understanding the mishna that it is to be preferred? The Gemara answers: It stands to reason that when the mishna is addressing an oath referring to the future, it excludes an oath referring to the future, in accordance with the reading that the entire mishna is in accordance with the opinion of Rabbi Akiva. Does it make sense that when addressing an oath referring to the future, it excludes an oath referring to the past, as the reading of the first clause in accordance with the opinion of Rabbi Yishmael would have it? Therefore, the added sentence: This is an oath on an utterance, in the first clause, serves to exclude one who took an oath saying: I will eat, and who subsequently did not eat, from the liability to receive lashes; and the whole mishna can be understood as being in accordance with the opinion of Rabbi Akiva that one is liable to bring an offering even for oaths relating to the past.

⁵⁰ § The mishna teaches that if one says: On my oath I will not eat, and he then ate any amount, even less than an olive-bulk, he is liable according to Rabbi Akiva. A dilemma was raised before the Sages: Does Rabbi Akiva in the entire Torah, i.e., in general, hold that the halakha is in accordance with the opinion of Rabbi Shimon, who deems one liable for eating any amount of forbidden food? As it is taught in a baraita: Rabbi Shimon says: One who eats any amount of forbidden food is liable to receive lashes, and the Sages stated the measure of an olive-bulk only in the matter of determining liability to bring an offering.

⁵¹ And if in fact Rabbi Akiva agrees with the opinion of Rabbi Shimon, then by right, the mishna should have taught that Rabbi Akiva and the Rabbis disagree in general. And the reason that it states only here that they disagree is to convey to you the far-reaching nature of the opinion of the Rabbis. The Rabbis hold that even though it is possible to say that since one who eats less than an olive-bulk after taking an oath in which he specifically forbids himself any amount is liable, one who eats less than an olive-bulk without so specifying in his oath will also be liable, as that is included in his oath not to eat, that reasoning is not accepted. The mishna therefore states the dispute in the context of an oath that he will not eat in order to teach us that, according to the Rabbis, as long as he did not specify that his oath includes any amount, he is exempt from receiving lashes.

⁵² The Gemara presents the other side of the dilemma: Or perhaps, in general, Rabbi Akiva holds like the Rabbis that one must consume at least an olive-bulk in order to be liable for a prohibition that involves eating. And here, with regard to an oath that one will not eat, this is the reason he disagrees: Since one who specifically forbids himself any amount is liable, one who eats less than an olive-bulk without so specifying in his oath will also be liable.

⁵³ Come and hear that which the Rabbis said to Rabbi Akiva: Where do we find that one who eats any amount is liable, leading you to say that this person is liable? The Gemara explains why this is relevant: If it is so that according to Rabbi Akiva one is always liable for eating any amount, let him say to them: In the entire Torah I hold in accordance with the opinion of Rabbi Shimon.

⁵⁴ The Gemara answers: The fact that Rabbi Akiva did not answer the Rabbis in that way does not necessarily indicate that he does not agree with Rabbi Shimon in general. Perhaps he is speaking to the Rabbis in accordance with their own statement, and this is how he would respond to their question: As far as my opinion is concerned, in the entire Torah I hold that the halakha is in accordance with the opinion of Rabbi Shimon that one is liable for all prohibitions involving eating when one eats any amount. According to you, admit to me at least that since one who specifically forbids himself any amount is liable, one who eats less than an olive-bulk without so specifying in his oath will also be liable. And the Rabbis said to him: No, we will not admit that.

⁵⁵ The Gemara presents another attempt to resolve the dilemma. Come and hear a mishna (Nazir 34b): Rabbi Akiva says: A nazirite who soaked his bread in wine and ate it, and the two together contain enough to combine to an olive-bulk, is liable, even though there is less than the minimal measure of wine. And if it should enter your mind that he holds in accordance with the opinion of Rabbi Shimon in general, then why do I need the wine and bread to combine to the measure of an olive-bulk? Consumption of any amount of wine should be sufficient for him to be liable.

⁵⁶ And additionally, we learned in a mishna (22b): If one says: On my oath I will not eat, and then ate the meat of unslaughtered carcasses, or animals with a wound that will cause them to die within twelve months [tereifot], or repugnant creatures, or creeping animals, he is liable; and Rabbi Shimon deems him exempt. And we discussed it: Why is he liable for breaking his oath when he eats non-kosher food? He is already under oath from Mount Sinai not to eat forbidden food, and an oath cannot take effect to render a matter forbidden that is already forbidden. Rav and Shmuel and Rabbi Yoḥanan both, i.e., all, say that this is a case where he incorporates into the oath that he will not eat some permitted items, along with the statement concerning the forbidden items. Since the oath takes effect with regard to the permitted items, it extends also to the forbidden ones.

⁵⁷ And Reish Lakish says: You find that one is liable for eating forbidden food as the result of an oath only if it is both an oath where he specifies that it includes a half-measure, in this case, less than an olive-bulk, and in accordance with the opinion of the Rabbis that one is not liable for eating a half-measure unless it is specified in the oath. Since eating a half-measure is not prohibited by the Torah, the oath takes effect. Alternatively, you find that one is liable if he took the oath without specifying that the oath prohibits less than the usual measure and in accordance with the opinion of Rabbi Akiva, who says that a person renders himself prohibited from eating any amount by taking an oath not to eat.

⁵⁸ And if it enters your mind that Rabbi Akiva holds in accordance with the opinion of Rabbi Shimon in general, this is difficult, as one who consumes any amount is also already under oath from Mount Sinai. Why should the oath take effect according to Reish Lakish? Rather, must one not conclude from it: In general, Rabbi Akiva holds like the Rabbis, and it is only with regard to unspecified oaths that he deems one liable for eating any amount? The Gemara affirms: Conclude from it that Rabbi Akiva holds like the Rabbis.

⁵⁹ § The mishna teaches: The Rabbis said to Rabbi Akiva: Where do we find that one who eats any amount is liable, leading you to say that this person is liable? The Gemara asks: And do we not? But isn't one who eats an ant liable, despite the fact that it is smaller than an olive-bulk? The Gemara answers: A whole entity is different, since it has significance.

⁶⁰ The Gemara asks: But isn't one who eats less than an olive-bulk of consecrated food liable? The Gemara answers: In order to be liable for eating consecrated food, we require a different measure, an amount worth one peruta. One is not liable for eating an amount worth less than that.

⁶¹ The Gemara asks: But isn't one who specifies in his oath that he is prohibited from eating any amount liable for doing so? The Gemara answers: One who specifies that eating any amount is prohibited is indeed comparable to one who eats a whole entity, since he has granted it significance.

⁶² The Gemara asks: But isn't there an unresolved question with regard to one who took an oath not to eat and then ate dirt? If, as the Rabbis claim, one is not liable for eating less than a full measure, you could rather

⁶³ answer that which Rava asks with regard to one who says: On my oath I will not eat, and who then ate dirt. Rava's question is: How much must he eat in order to be liable? Based on the Rabbis' statement, you could answer that he is not liable unless there is an olive-bulk that he has eaten. The Gemara rejects this conclusion: When we say in the mishna that there are no cases where a person who eats less than a full measure is liable, we say it with regard to items that are edible.

⁶⁴ The Gemara asks: But aren't konamot an example of a case where one is liable for eating even less than an olive-bulk? The Gemara answers: Konamot are also like a case where he specifies that any amount is forbidden for consumption.

⁶⁵ § The mishna teaches that Rabbi Akiva said to the Rabbis: Where do we find one who speaks and is liable to bring an offering for it, as this oath taker merely speaks, i.e., takes an oath, and brings an offering for it? The Gemara asks: And do we not? But isn't a blasphemer liable to bring an offering according to the opinion of Rabbi Akiva (see Karetot 7a)? The Gemara answers: We are speaking of one who speaks and in doing so generates a prohibition. And this one, the blasphemer, is merely one who speaks and sins but does not bring an offering.

⁶⁶ The Gemara challenges: But doesn't a nazirite render wine forbidden to himself through speech, by making a vow? And he does bring an offering. The Gemara answers: We are speaking of one who brings an offering specifically for his speaking, and this one, the nazirite, brings an offering at the end of his naziriteship in order to permit wine to himself.

⁶⁷ The Gemara challenges: But isn't consecrated property a case where one renders an item forbidden via speech alone and brings an offering for its misuse? The Gemara answers: We are speaking of one who, by speaking, generates a prohibition for himself, and nevertheless brings an offering. And this one, who consecrates an item, generates a prohibition for the whole world.

⁶⁸ The Gemara challenges: Aren't konamot an example of a case where one renders an item forbidden to himself by speech alone and brings an offering for using it? The Gemara answers: Rabbi Akiva holds that there is no prohibition of misuse of consecrated property with regard to konamot.

⁶⁹ § Rava says: The dispute between Rabbi Akiva and the Rabbis is with regard to where one took the oath without specifying that he is liable for eating any amount. But in a case where he specifies that his oath applies to any amount, everyone agrees that he is liable for eating any amount. What is the reason for this? One who specifies this renders any amount significant like a whole entity.

⁷⁰ And Rava says: The dispute is with regard to a case where one takes an oath saying: On my oath I will not eat, but in a case where one says: On my oath I will not taste, all agree that he is liable for tasting any amount. The Gemara asks: Isn't it obvious that he is liable in that case? Tasting has no

defined measure. The Gemara answers: Rava nevertheless taught it, lest you say that even if one takes an oath saying: I will not taste, he is liable only if he eats an olive-bulk, as people say: To taste, as a way of saying: To eat. Therefore, Rava teaches us that this is not the case.

⁷¹ § Rav Pappa says: The dispute in the mishna is with regard to oaths, but with regard to konamot, all agree that one is liable for eating any amount. What is the reason for this? Indeed, with regard to konamot, since in the vow he did not explicitly mention eating, which has a defined measure, but only that the item is forbidden to him like an offering, it is as if he specified that he is liable for eating any amount.

⁷² The Gemara raises an objection from that which is taught in a baraita: Items that are forbidden by two konamot combine to produce a full measure for which one is liable; items forbidden by two oaths do not so combine. Rabbi Meir says: Items forbidden by konamot are like those forbidden by oaths. The Gemara explains the objection: And if it enters your mind that with regard to items forbidden by konamot, one is liable for eating any amount, why do I need them to combine?

⁷³ The Gemara answers: They combine in a case where he said: Eating from this one is konam for me; eating from that one is konam for me. Since he explicitly mentions eating, he is not liable unless he eats an olive-bulk. The Gemara asks: If so, why do they combine to produce a full measure? Ultimately, since he took two separate vows, go to this item and there is not a full measure, and go to that item and there is not a full measure. The Gemara answers: They combined to produce one full measure when he said: Eating from both of them is konam for me.

⁷⁴ The Gemara asks: In the corresponding situation with regard to oaths, where he said: On my oath I will not eat from both of them, why do they not combine? Rav Pineḥas said: Oaths are different. Since two items that are forbidden by a single oath are distinct with regard to sin-offerings, in that one is liable to bring a sin-offering for eating each one, so too eating a small amount from each does not combine in order to produce a full measure.

⁷⁵ The Gemara asks: If so, how did Rabbi Meir say that items forbidden by konamot are like those forbidden by oaths and do not combine to produce a full measure? Granted that items forbidden by oaths do not combine, since they are distinct with regard to sin-offerings, but why do items forbidden by konamot not combine? The Gemara answers: Reverse the language so that the baraita has Rabbi Meir say: Items forbidden by oaths are like items forbidden by konamot. Neither combines to produce a full measure, and Rabbi Meir does not accept the statement of Rav Pineḥas that items forbidden by oaths are different.

⁷⁶ Ravina said: When Rav Pappa says that one is liable for eating any amount of an item forbidden by konamot, that is with regard to the matter of lashes. When it is taught in the baraita that items forbidden by konamot combine to produce a full measure, that is with regard to the matter of an offering for misuse of consecrated property, where we require that one derive benefit equal to the value of one peruta from the forbidden item.

⁷⁷ The Gemara asks: Is that to say that the Sages hold that the halakhot of misuse of consecrated property extend to items forbidden by konamot? But isn't it taught in a baraita: If one said: This loaf is consecrated, and subsequently ate it, then either he or another who ate it is liable for misusing consecrated property; consequently, since the loaf is consecrated, it is subject to redemption. If one said: This loaf is forbidden to me as if it were consecrated, i.e., it is konam for me, and then he ate it, he is liable for misusing consecrated property, but another is not liable for misusing consecrated

property; consequently, since the loaf is not fully consecrated, it is not subject to redemption. This is the statement of Rabbi Meir.

⁷⁸ And the Rabbis say: Both he and the other are not liable for misusing consecrated property, because there is no prohibition of misuse of consecrated property with regard to konamot.

⁷⁹ The Gemara responds: Reverse the opinions and say as follows: Both this one and that one are not liable for misusing consecrated property, because there is no prohibition of misuse of consecrated property with regard to konamot. This is the statement of Rabbi Meir. And the Rabbis say: He is liable for misuse of consecrated property and the other is not liable for misuse of consecrated property.

⁸⁰ The Gemara asks: If so, how is it that Rabbi Meir says in the previous baraita: Items forbidden by konamot are like those forbidden by oaths? Items forbidden by konamot do not combine to produce a full measure that renders one liable for misuse of consecrated property, but this indicates that misuse of consecrated property nevertheless applies to them. But doesn't Rabbi Meir say, according to the reversal of the opinions, that with regard to konamot, there is no prohibition of misuse of consecrated property at all?

⁸¹ The Gemara answers: When Rabbi Meir says that items forbidden by konamot do not combine to produce a full measure, he is saying this to the Rabbis in accordance with their statement, as follows: According to my opinion with regard to konamot, there is no prohibition of misuse of consecrated property at all. According to your opinion, at least admit to me that items forbidden by konamot are like items forbidden by oaths and do not combine to produce a full measure.

⁸² And the Rabbis? They explain that with regard to items forbidden by oaths one should apply the reasoning of Rav Pineḥas that since two items that are forbidden by a single oath are distinct with regard to sin-offerings, they do not combine in order to produce a full measure. With regard to konamot the reasoning of Rav Pineḥas does not apply.

⁸³ § Rava says that if one said: On my oath I will not eat, and then he ate dirt, he is exempt, because eating dirt is not considered to be eating. Rava raises a dilemma: If one says: On my oath I will not eat dirt, how much dirt must he eat in order to be liable? Is the halakha that since he said: I will not eat dirt, his intention is that the prohibition applies to an olive-bulk? That is the standard measure for prohibitions with regard to eating. Or perhaps, since dirt is not something that people eat, he is liable for eating any amount. The Gemara concludes: The dilemma shall stand unresolved.

⁸⁴ Rava raises a dilemma: If one says: On my oath I will not eat a grape seed, how much must he eat in order to be liable? Is the halakha that since it is ordinarily eaten in a mixture, i.e., as part of a grape, his intention is that the prohibition applies to a complete olive-bulk measure of grape seeds? Or perhaps, since people do not eat it by itself but always in a mixture, his intention is to be liable for eating any amount. The Gemara concludes: The dilemma shall stand unresolved.

⁸⁵ § Rav Ashi raises a dilemma: In the case of a nazirite who says: On my oath I will not eat a grape seed, how much must he eat in order to be liable? A nazirite is prohibited from eating grape seeds (see Numbers 6:4). Is the halakha that since eating an olive-bulk is a prohibition by Torah law, when he takes an oath of this sort, he is taking the oath to prohibit that which is permitted to him and his intention in taking the oath is to prohibit eating any amount? Or perhaps, since he said: I will not eat

a grape seed, his intention is that the prohibition applies to an olive-bulk, which is the standard measure for what is considered eating.

⁸⁶ The Gemara suggests: Come and hear proof from a mishna (22b): With regard to one who said: On my oath I will not eat, and then ate the meat of unslaughtered carcasses or tereifot, repugnant creatures or creeping animals, he is liable. And Rabbi Shimon deems him exempt. And we discussed it: Why is he liable for violating his oath when he eats non-kosher food? He is already under oath from Mount Sinai not to eat forbidden food, and an oath cannot take effect to prohibit that which is already forbidden. Rav and Shmuel and Rabbi Yoḥanan all say that this is a case where he incorporates into the oath that he will not eat some permitted items, along with the statement concerning the forbidden items. Since the oath takes effect with regard to the permitted items, it extends also to the forbidden ones.

⁸⁷ And Reish Lakish says: You find that one is liable for eating non-kosher food after taking an oath not to eat only if it is both a case where he specifies in the oath that his oath includes a half-measure and in accordance with the opinion of the Rabbis that one is not liable for eating a half-measure unless it is specified in the oath. Since eating a half-measure is not prohibited by the Torah, the oath takes effect. Alternatively, you find that one is liable if he took the oath without specifying that the oath prohibits less than the usual measure and in accordance with the opinion of Rabbi Akiva, who says that a person renders himself prohibited from eating any amount by taking an oath not to eat.

⁸⁸ The Gemara comments: But isn't a carcass an item for which one is already under oath from Mount Sinai? In that respect it resembles a grape seed for a nazirite, and yet the reason that Reish Lakish says he is liable according to the Rabbis is that he specified that the oath prohibits him from eating even a half-measure, indicating that if he did not specify, his intention is that the oath refer to an olive-bulk. Conclude from it that a nazirite who takes an oath not to eat a grape seed is liable only if he eats an olive-bulk.

⁸⁹ The Gemara asks: But according to this, resolve the dilemma that Rava raises with regard to one who says: On my oath I will not eat dirt, asking how much he must eat in order to be liable? Resolve the dilemma by saying that he is not liable unless he eats an olive-bulk, since a carcass resembles dirt, and the reason he is liable is that he specified that the oath prohibits him from eating even a half-measure, indicating that if he did not specify, his intention is that the oath refers to an olive-bulk.

⁹⁰ The Gemara answers: No, the dilemma cannot be resolved based on this comparison. Dirt is entirely inedible. A carcass, by contrast, is edible, but a lion crouches on it, i.e., eating it is prohibited by the Torah. Therefore, one cannot derive the halakha concerning dirt from the halakha concerning a carcass.

⁹¹ MISHNA: If one said: On my oath I will not eat, and then he ate and drank, he is liable to bring only one offering, because an oath to refrain from eating includes refraining from drinking. If he said: On my oath I will not eat and I will not drink, and then he ate and drank, he is liable to bring two offerings. If he said: On my oath I will not eat, and then he ate wheat bread and barley bread and spelt bread, he is liable to bring only one offering. If he said: On my oath I will not eat wheat bread or barley bread or spelt bread, and then he ate all of them, he is liable to bring an offering for each and every one. If he said: On my oath I will not drink, and then he drank several kinds of liquids, he is liable to bring only one offering. If he said: On my oath I will not drink wine or oil or honey, and then he drank all of them, he is liable to bring an offering for each and every one.

⁹² If he said: On my oath I will not eat, and he ate foods that are inedible or drank liquids that are not potable, he is exempt. If he said: On my oath I will not eat, and then he ate the meat of unslaughtered carcasses or tereifot, repugnant creatures or creeping animals, he is liable. And Rabbi Shimon deems him exempt, since he is already under oath from Mount Sinai not to eat them and an oath cannot take effect where another oath is in force. But if he said: It is konam for my wife to derive benefit from me if I ate today, and he had eaten carcasses or tereifot, repugnant creatures or creeping animals, his wife is prohibited from deriving benefit from him.

⁹³ GEMARA: Rabbi Ḥiyya bar Avin says that Shmuel says: If one said: On my oath I will not eat, and then he drank, he is liable. If you wish, you may propose a logical argument for this ruling, and if you wish, you may cite a verse to explain it.

⁹⁴ The Gemara explains: If you wish, you may propose a logical argument for this ruling: It is clear that drinking is included in eating from the fact that a person will say to another: Let's have a taste of something, and they go in and eat and drink. And if you wish, cite a verse as the source for this ruling, as Reish Lakish says: From where is it derived that drinking is included in eating? It is derived from that which is stated: "And you shall eat before the Lord your God, in the place that He shall choose to cause His name to dwell there, the tithe of your grain, of your tirosh, and of your oil" (Deuteronomy 14:23).

⁹⁵ And since the Hebrew word tirosh mentioned in the verse is wine, and it is written with regard to it: "And you shall eat," this indicates that drinking is an activity included in eating.

⁹⁶ The Gemara challenges: But perhaps the verse is referring to consuming wine by means of an anigeron, as Rabba bar Shmuel says: Anigeron is a stew of beet greens and wine, and aksigeron is a stew of all types of cooked vegetables. If so, the wine in the verse is not drunk but eaten.

⁹⁷ Rather, Rav Aḥa bar Ya'akov said: Cite from here, a verse written with regard to money with which one has redeemed second tithe: "And you shall bestow the money for whatsoever your soul desires, for oxen, or for sheep, or for wine [uvayyayin], or for strong drink, or for whatsoever your soul asks of you; and you shall eat there before the Lord your God, and you shall rejoice, you and your household" (Deuteronomy 14:26). The Hebrew word yayin mentioned in the verse is wine, and it is written: "And you shall eat."

⁹⁸ The Gemara challenges: But perhaps here this verse is also referring to consuming wine by means of an anigeron.

⁹⁹ The Gemara rejects this: "Strong drink" is written in the verse, referring to something intoxicating, and wine mixed into a stew is not intoxicating.

¹⁰⁰ The Gemara challenges: But perhaps the intoxicating substance referred to in the verse is pressed figs from Ke'ila, as it is taught in a baraita: A priest who ate pressed figs from Ke'ila or drank honey or milk and then entered the Temple and performed the sacrificial rites is liable for violating the prohibition against conducting the Temple service while intoxicated.

¹⁰¹ Rather, one derives the meaning of "strong drink" in this verse by means of a verbal analogy from the verse about a nazirite: "He shall abstain from wine and strong drink: He shall drink no vinegar of wine, or vinegar of strong drink, neither shall he drink any liquor of grapes, nor eat fresh grapes or dried" (Numbers 6:3). Just as there, the strong drink that is forbidden to the nazirite is referring to a type of wine, so too here, the verse is referring to wine.

¹⁰² § Rava said: We learn in the mishna as well that drinking is included in eating. The mishna teaches: If one said: On my oath I will not eat, and then he ate and drank, he is liable to bring only one offering. Granted, if you say that drinking is included in eating, that is why it was necessary for the tanna to teach us that he is liable to bring only one offering. But if you say that drinking is not included in eating, there is no reason for the tanna to teach that it is only one violation. If one says: On my oath I will not eat, and he ate and performed some kind of labor, would it be necessary to teach us that the person is liable to bring only one offering? He never took an oath prohibiting labor.

¹⁰³ Abaye said to him: What, rather, is your conclusion; that drinking is included in eating? Say the latter clause of the mishna: If he said: On my oath I will not eat and I will not drink, and then he ate and drank, he is liable to bring two offerings. According to you, Rava, once he said: I will not eat, drinking became forbidden to him, so when he said: I will not drink, why is he rendered liable to bring a separate offering? If he had said: I will not drink, two times, would he be liable to bring two offerings?

¹⁰⁴ Rava said to him: There, in the mishna, it is actually a case where he said: I will not drink, and then said: I will not eat. Although it is so that drinking is included in eating, it is not so that eating is included in drinking, and the oath not to drink went into effect independently of the oath not to eat. Therefore, he is liable to bring two offerings.

¹⁰⁵ The Gemara asks: But according to this, if he said: On my oath I will not eat and I will not drink, and he then ate and drank, what is the halakha? Is it that he is liable to bring only one offering? If that is so, rather than teaching in the first clause of the mishna that one who said: On my oath I will not eat, and then ate and drank, is liable to bring only one offering, let the tanna teach the following: If one says: On my oath I will not eat and I will not drink, and he ate and drank, he is liable to bring only one offering. From that ruling it could be concluded that when one takes an oath: I will not eat, alone, all the more so is he liable to bring only one offering.

¹⁰⁶ Rather, the mishna actually is as it is taught, that one who took an oath not to eat and drink, and then ate and drank, is liable to bring two offerings, even though drinking is included in eating. And here it is different. Since he said: I will not eat, and then said: I will not drink, he revealed his intention that the eating that he stated first is eating alone and does not include drinking.

¹⁰⁷ Rav Ashi said: The mishna is also precisely formulated in accordance with the opinion of Shmuel that drinking is included in eating. It teaches: If he said: On my oath I will not eat, and he ate foods that are inedible or drank liquids that are not potable, he is exempt. But if those liquids were fit for consumption, he would be liable. And why? The mishna teaches that he took an oath saying: On my oath I will not eat, without mentioning drinking, which indicates that drinking is included in eating.

¹⁰⁸ The Gemara rejects this: Perhaps the mishna is referring to a case where he said both: On my oath I will not eat and: On my oath I will not drink. The mishna did not spell out the second oath because its primary interest was in teaching that eating or drinking that which is inedible or not potable is not considered eating or drinking.

¹⁰⁹ § The mishna teaches that if one said: On my oath I will not eat, and then he ate wheat bread and barley bread and spelt bread, he is liable to bring only one offering. If he said: On my oath I will not eat wheat bread or barley bread or spelt bread, and then he ate all of them, he is liable to bring an offering for each one. The Gemara challenges: But perhaps when he details each type of bread it

comes to ensure that he exempts himself from having other foods included in the oath, not to indicate that each type of bread is a separate oath.

¹¹⁰ The Gemara answers: If that was his intention, then he could have just said: Wheat, barley, and spelt, without mentioning bread each time. From the fact that he mentioned bread each time, it can be understood that his intention was that each be considered a separate oath. The Gemara rejects this: But if he did not mention bread, perhaps his oath could be interpreted to prohibit chewing [lakhos] whole kernels of these grains, and he consequently mentioned bread to limit the oath to bread.

¹¹¹ The Gemara suggests: If his intention was to ensure that his oath does not extend to other foods, he could have just said: Bread made from wheat, or barley, or spelt, and in that way his oath would be limited to just bread. The Gemara rejects this: If he had said it that way, perhaps his oath could be interpreted to prohibit him from eating wheat bread and from chewing whole kernels of barley or spelt.

¹¹² The Gemara suggests: If his intention was to ensure that his oath does not extend to other foods, he could have just said: Bread made from wheat, and from barley, and from spelt, thereby limiting his oath to types of bread.

¹¹³ The Gemara rejects this: But if he had said it that way, perhaps his oath could be interpreted to prohibit only bread made from a mixture of all these grains.

¹¹⁴ The Gemara suggests: If the specification in the mishna serves merely to ensure that his oath does not extend to other foods, have him say: Bread made from wheat and so from barley and so from spelt. Why do I need to repeat: Bread, bread, each time? Conclude from it that the point of repeating the word bread each time is to individuate each statement as a separate oath.

¹¹⁵ § The mishna teaches: If he said: On my oath I will not drink, and then he drank several kinds of liquids, he is liable to bring only one offering. If he says: On my oath I will not drink wine, or oil, or honey, and he drank all of them, he is liable to bring an offering for each and every one. The Gemara asks: Granted, there, in the case of the bread, the ruling of the mishna is understood, as you said that the word bread before barley, and the word bread before spelt are superfluous and serve to extend his liability so that each is considered an independent oath. But here, where there is no superfluous language, what was there to say? Perhaps the oath comes to ensure that he exempts himself so that the oath does not extend to other liquids. Since that is a possibility, he should not be liable for breaking three separate oaths when he drank all three liquids.

¹¹⁶ Rav Pappa said: We are dealing here with a situation where all three liquids are placed before him. Under the circumstances, if he merely wished to indicate that his oath is limited to these liquids, he could have said: On my oath I will not drink these. Since he instead specified the liquids in the oath, it was in order to indicate that each should be considered as a separate oath. The Gemara challenges: But had he said: I will not drink these, perhaps his oath would be interpreted as meaning: It is these liquids, which are before me right now, that I will not drink, but I will drink other wine, oil, and honey.

¹¹⁷ The Gemara answers: Rather, if he merely wished to indicate that his oath is limited to these types of liquids, it would be a case where he said: On my oath I will not drink liquids such as these. The Gemara challenges: Had he said it that way, perhaps it could be interpreted as referring to the

volume of the liquids: I will not drink liquids such as these, but I will drink less than this or more than this.

¹¹⁸ The Gemara answers: Rather, if he merely wished to indicate that his oath is limited to these types of liquids, it is a case where he said: On my oath I will not drink from these types of liquids. The Gemara challenges: But had he said it that way, perhaps his oath would be interpreted to mean: I will not drink these types of liquids in general, but I will drink these particular liquids in front of me.

¹¹⁹ The Gemara suggests: If the point of the specification of the liquids in the mishna was merely to ensure that his oath does not extend to other liquids, have him say: On my oath I will not drink these and liquids of their types. Since he instead specified: Wine, oil, and honey, one may conclude that his intention was to individuate each liquid as a separate oath.

¹²⁰ Rav Aḥa, son of Rav Ika, said: We are dealing with a case in which another is importuning him to drink, as he said to him: Come, drink wine, and oil, and honey with me; if he wanted him to desist, he should have said: On my oath I will not drink with you. Under these circumstances, why do I need him to specify: Wine, and oil, and honey? The specification of the liquids serves to indicate his intention to render himself liable for each and every one.

¹²¹ § We learned in a mishna elsewhere (36b) with regard to an oath concerning a deposit, that if one says to his bailee: Give me my wheat, barley, and spelt that are in your possession, and the bailee lies and says: On my oath nothing of yours is in my possession, he is liable to bring only one guilt-offering. But if the bailee says: On my oath I do not have in my possession any wheat, barley, or spelt that belong to you, he is liable to bring a separate offering for each and every one.

¹²² And Rabbi Yoḥanan says with regard to that mishna that he is liable even if the value of all three species combines to amount to as little as one peruta.

¹²³ Rav Aḥa and Ravina disagree with regard to this. One said: When the bailee says: On my oath I do not have in my possession any wheat, barley, or spelt that belong to you, he is liable to bring a guilt-offering only for violating the specific oaths for individual types of grain, and he is not liable for violating a general oath that he does not have anything in his possession. Consequently, Rabbi Yoḥanan's statement that the different types of grains can be combined to amount to one peruta is referring only to the oath in the first clause of the mishna where he did not specify the grains. And one said: He is also liable for violating a general oath, and in the latter clause of the mishna he is liable for violating four oaths: One general oath that he does not have anything in his possession and three specific oaths, one for each type of grain. Consequently, Rabbi Yoḥanan's statement applies also to where he specifies the grains, and he is liable to bring one offering even when all three species combine to amount to only one peruta.

¹²⁴ The Gemara asks: Here, in the case of one who takes an oath that he will not eat wheat bread, barley bread, or spelt bread, what is the halakha? Is there a dispute as to whether he is considered to have taken a general oath alongside the specific oaths?

¹²⁵ Rava said: How can these cases be compared? There, in the case of an oath of a deposit, he is liable for the general oath and for the specific oath, since if a bailee takes an oath denying that he is in possession of a deposit and then takes another oath to the same effect, he is liable for taking two false oaths on a deposit. Here, with regard to an oath to prohibit oneself from eating, if it enters your mind that he is bound by a general oath, why would he be liable for the specific oaths? He is already

under an oath due to the general oath, and an oath cannot take effect when the matter it prohibits is already forbidden by another oath.

¹²⁶ § The mishna teaches that if one said: On my oath I will not eat, and he ate foods that are inedible, he is exempt. If he said: On my oath I will not eat, and then he ate the meat of unslaughtered carcasses, he is liable. The Gemara asks: This mishna itself is difficult. You said that if one said: On my oath I will not eat, and he ate foods that are inedible, or drank liquids that are not potable, he is exempt. And then the mishna teaches that if one says: On my oath I will not eat, and then he ate the meat of unslaughtered carcasses or tereifot, repugnant creatures or creeping animals, he is liable. What is different about the first clause that he is exempt and what is different about the latter clause that he is liable? Non-kosher animals are also unfit to be eaten.

¹²⁷ The Gemara answers: This is not difficult. The first clause is where he took an oath not to eat without specifying what is included in it. Presumably, his oath did not include items that are not ordinarily eaten. And the latter clause is a case where he specifies what it is he will not eat, e.g., unslaughtered carcasses, and nevertheless eats them.

¹²⁸ The Gemara asks: You may also raise a difficulty with regard to the case where he specifies that he will not eat non-kosher items: Why? He is under oath from Mount Sinai, and an oath does not take effect to prohibit that which is already forbidden.

¹²⁹ Rav and Shmuel and Rabbi Yoḥanan all say that this is a case where he incorporates into the oath that he will not eat some permitted items, along with the statement concerning the forbidden items. Since the oath takes effect with regard to the permitted items, it extends also to the forbidden ones.

¹³⁰ And Reish Lakish says: You find that one is liable for eating non-kosher food as the result of an oath only if it is an oath where he specifies that it includes a half-measure, and in accordance with the opinion of the Rabbis that one is not liable for eating a half-measure unless it is specified in the oath. Since eating a half-measure is not prohibited by Torah law, the oath takes effect. Alternatively, you find that one is liable if he took the oath without specifying that the oath prohibits less than the usual measure, and in accordance with the opinion of Rabbi Akiva, who says that a person renders himself prohibited from eating any amount by taking an oath not to eat.

¹³¹ The Gemara asks: Granted, it is understood why Rabbi Yoḥanan did not say like Reish Lakish, as he interprets the mishna so that it is in accordance with the opinion of everyone; but what is the reason that Reish Lakish does not say like the opinion of Rabbi Yoḥanan?

¹³² The Gemara answers: Reish Lakish could say to you: When we say that a more inclusive prohibition, which adds additional aspects to the prohibition for the same individual, can take effect where there already is a prohibition in place,

¹³³ it is with regard to a prohibition that occurs on its own, like the prohibition against eating on Yom Kippur, which is more inclusive than the prohibition against eating non-kosher food and therefore takes effect. But with regard to a prohibition that occurs by the act of a person himself, i.e., an oath or a vow, we do not say that because it is more inclusive it can take effect also with regard to items that are already forbidden by Torah law.

¹³⁴ The Gemara asks: Granted, according to Reish Lakish, who understands the mishna to be dealing with the case of one who took an oath about less than a full measure, it is due to this reason that Rabbi Shimon deems exempt one who takes an oath prohibiting himself from eating non-kosher

food, as it is taught in a baraita: Rabbi Shimon says: Any amount is sufficient to render one liable to receive lashes, and the Sages stated the measure of an olive-bulk to determine only liability to bring an offering. According to Reish Lakish, Rabbi Shimon holds that one is already under oath from Mount Sinai even with regard to less than a full measure, and for that reason the oath does not take effect. But according to Rabbi Yoḥanan, who understands the mishna to be referring to an oath that includes erstwhile permitted items, what is the reason that Rabbi Shimon deems one exempt from bringing an offering for breaking his oath not to eat non-kosher food?

¹³⁵ The Gemara answers: Isn't the reason that the first tanna holds that the individual is liable for violating his oath only due to the fact that the oath generates a more inclusive prohibition? In this matter Rabbi Shimon conforms to his standard line of reasoning in that he does not hold that a more inclusive prohibition takes effect where a preexisting prohibition is in place. This is in accordance with that which is taught in a baraita: Rabbi Shimon says: One who eats non-kosher meat on Yom Kippur is exempt from bringing an offering for eating on Yom Kippur, despite the fact that the prohibition against eating on Yom Kippur is a more inclusive prohibition than that of eating non-kosher meat, as on that day one may not eat anything.

¹³⁶ From the verse: "Or if any one take an oath clearly with his lips to do evil, or to do good" (Leviticus 5:4), the Sages derived that one is liable to bring an offering for an oath on an utterance only when the oath is such that it could be inverted from the positive to the negative or vice versa. For example, one is liable for violating an oath to eat because one can also take an oath not to eat. The Gemara asks: Granted, according to the opinion of Reish Lakish, you find a case where the oath can be negative or positive. Therefore, one is liable according to the Rabbis when he takes an oath that he will eat any amount, since he could also take an oath that he will not eat any amount. But according to the opinion of Rabbi Yoḥanan, granted, that you can find a case of a negative oath, as the oath not to eat non-kosher animals takes effect when it includes other erstwhile permitted items. But how can you find a positive version of this oath? An oath to eat non-kosher animals cannot take effect, as eating non-kosher animals is prohibited by Torah law.

¹³⁷ Rather, do not distinguish between the former and the latter clauses of the mishna based on whether he specifies what he is eating. In both cases he takes an oath not to eat, without specifying. In the case where he eats something inedible, he is exempt, in accordance with that which Rava says, as Rava says that if one said: On my oath I will not eat, and he ate dirt, he is exempt, since eating an inedible substance is not considered to be eating. Eating non-kosher meat is considered to be eating; for that reason, the latter clause of the mishna states that one is liable for doing so if he took an oath not to eat. The oath takes effect with regard to the non-kosher items because, as Rabbi Yoḥanan noted, it includes items that would otherwise be permitted.

¹³⁸ Rav Mari said: We learn in the mishna (22b) as well that eating non-kosher food is considered eating, as if one said: It is konam for my wife to derive benefit from me if I ate today, and he had eaten carcasses or tereifot, repugnant creatures or creeping animals, his wife is prohibited from deriving benefit from him.

¹³⁹ The Gemara asks: How can these cases be compared? There, since he initially ate the forbidden item and only then took an oath saying that he did not eat,

¹⁴⁰ in taking the oath, he granted significance to the non-kosher food, and that is why his eating forbidden items is considered to be eating. But here, where he took an oath not to eat and then ate

non-kosher food, did he thereby give significance to it? For this reason, no conclusive proof can be cited from the last case in the mishna.

¹⁴¹ Rabbi Yoḥanan understands the mishna as referring to a case in which the oath takes effect because it is a more inclusive prohibition than the prohibition against eating non-kosher food, in that it adds additional prohibitions for the same individual. In this context, Rava says: What is the reasoning of the one who holds that a more inclusive prohibition takes effect where there already is a prohibition in place?

¹⁴² Rava answers his own question: It is just as it is in the case of an expanded prohibition, which incorporates additional people into the list of those for whom the original item is forbidden. An expanded prohibition also takes effect despite the fact that there is already a prohibition in place.

¹⁴³ And with regard to the one who exempts another from liability in the case of a more inclusive prohibition, as he does not hold that it takes effect, why does he hold that an expanded prohibition does take effect? When he says that an expanded prohibition takes effect, that is with regard to a single piece, i.e., that the number of people who are prohibited from eating the same piece of meat is expanded. With regard to two distinct pieces, i.e., a case where the new prohibition expands the scope of prohibited items, as in an inclusive prohibition, we do not say that it takes effect.

¹⁴⁴ § And Rava says: According to the one who holds that a more inclusive prohibition takes effect where another prohibition is already in place, the halakha should be as follows: When a person says: On my oath I will not eat figs, and then says: On my oath I will not eat figs and grapes, since the last oath takes effect with regard to the grapes, it also takes effect with regard to the figs, even though they were already forbidden by his previous oath.

¹⁴⁵ The Gemara asks: Isn't that obvious?

¹⁴⁶ The Gemara answers: Lest you say that we say that a more inclusive prohibition takes effect only with regard to a prohibition that occurs on its own, like the prohibition against eating non-kosher food, but with regard to a prohibition that occurs by the act of a person himself we do not say that the more inclusive prohibition takes effect, Rava teaches us that there is no difference.

¹⁴⁷ Rava, son of Rabba, raises an objection from a mishna (Karetot 13b): It is possible for a person to perform one act of eating for which he is liable to bring four sin-offerings and one guilt-offering. And these are the prohibitions one can violate in this manner: A ritually impure person who ate forbidden fat that is the leftover from one of the sacrificial animals on Yom Kippur. If he did this and was unaware of the relevant prohibitions he is liable to bring four sin-offerings, as well as a guilt-offering for deriving benefit from the misuse of consecrated property.

¹⁴⁸ Rabbi Meir says: Also, if it was Shabbat and he transferred the item from one domain to another in his mouth, he is liable to bring a sin-offering for performing labor on Shabbat as well. The Rabbis said to him: This is not a prohibition of the same type, since in the case of Rabbi Meir's additional prohibition he does not violate it by eating.

¹⁴⁹ Rava, son of Rabba, explains the objection that arises from the mishna: And if it is so that a more inclusive prohibition takes effect, then you find a case where one is liable for the violation of five prohibitions in one act of eating, such as where one says in the aforementioned situation: On my oath I will not eat dates and forbidden fat. Since the oath takes effect with regard to the dates, it also takes effect with regard to the forbidden fat. The fact that the mishna fails to mention such an oath

indicates that a more inclusive prohibition does not take effect where another prohibition is already in place.

¹⁵⁰ The Gemara answers: The absence of an oath with a more inclusive prohibition in the mishna does not indicate anything. When the tanna teaches the scenario above, he lists only the potential prohibitions that occur on their own in one act of eating, but he does not teach prohibitions that occur by the act of the person himself.

¹⁵¹ The Gemara asks: But doesn't the mishna include in its list the prohibition against deriving benefit from consecrated property, which does not occur on its own but only when an item is consecrated?

¹⁵² The Gemara answers: The case in the mishna is that of a first-born animal, whose sanctity is from the womb, i.e., begins automatically at birth.

¹⁵³ If you wish, say instead, in response to the question, that when the tanna of the mishna teaches it, he includes only matters to which presenting a request for dissolution do not apply. An oath, to which a request for dissolution applies, is not taught.

¹⁵⁴ The Gemara asks: Doesn't the mishna include in its list the prohibition against deriving benefit from consecrated property? Consecration can be dissolved by a Sage.

¹⁵⁵ The Gemara answers: Didn't we already establish that the case in the mishna is that of a firstborn animal, whose sanctity cannot be dissolved?

¹⁵⁶ If you wish, say instead that when he teaches that case, he lists only those prohibitions for which one is liable to bring a fixed sin-offering. If one breaks his oath he is liable to bring a sliding-scale offering, and the tanna of the mishna does not teach about the liability to bring other offerings.

¹⁵⁷ The Gemara asks: Doesn't the mishna list the transgression of an impure person who ate consecrated items, i.e., the sacrificial animals mentioned in the mishna, which is a prohibition for which one brings a sliding-scale offering?

¹⁵⁸ The Gemara answers: The mishna is referring to a king who eats the leftover of a sacrificial animal while impure, and the mishna is in accordance with the opinion of Rabbi Eliezer, who says: A ritually impure king who ate consecrated items brings a male goat as a sin-offering, rather than the sliding-scale offering brought by a commoner.

¹⁵⁹ Rav Ashi said there is a different answer: When the tanna teaches this case, he lists only matters that apply when one eats the measure of an olive-bulk, whereas the case of an oath, which applies to eating even less than the standard measure, is not taught in the mishna.

¹⁶⁰ The Gemara asks: Doesn't the mishna include in its list the prohibition against deriving benefit from the misuse of consecrated property, which applies to eating even less than an olive-bulk?

¹⁶¹ The Gemara answers: We require that one derive the value of one peruta of benefit in order to be liable, so that is also a prohibition to which standard measures apply.

¹⁶² And Rav Ashi of Avireya said that Rabbi Zeira said: When the tanna teaches this case, he lists only prohibitions for which intentional violation of them renders one liable to receive karet, and he does not teach prohibitions for which intentional violation of them renders one liable to receive lashes.

¹⁶³ The Gemara asks: But isn't the guilt-offering for the misuse of consecrated property, which is listed in the mishna, a prohibition for which intentional violation of it renders one liable to receive only lashes, not karet? And nevertheless the tanna of the mishna teaches it.

¹⁶⁴ The Gemara answers: We are speaking of sin-offerings when we assert that that mishna lists only prohibitions for which one is liable to receive karet for their intentional violation.

¹⁶⁵ Ravina offered a different answer. He said: When the tanna teaches this case, he lists only those prohibitions that apply specifically to items that are edible. With regard to an oath, it is a matter that applies also to items that are not edible, and he does not teach it in that mishna.

¹⁶⁶ The Gemara asks: But doesn't that mishna include in its list the prohibition against deriving benefit from the misuse of consecrated property, which applies even to consecrated wood and stones?

¹⁶⁷ The Gemara answers: Rather, when the tanna teaches this case, he lists those prohibitions that apply to tangible matters. With regard to an oath, it is something that also applies to intangible matters, such as: I will sleep, or: I will not sleep, and the tanna does not teach it in that mishna.

¹⁶⁸ MISHNA: If one unwittingly takes a false oath about the past or breaks an oath he made about the future, both if it is an oath that addresses matters that concern oneself and if it is an oath that addresses matters that concern others, he is liable to bring a sliding-scale offering for an oath on an utterance. And likewise, an oath on an utterance may address both tangible matters and intangible matters.

¹⁶⁹ How so? Examples of oaths about future actions that concern others are if one said: On my oath I will give so-and-so a particular item, or: On my oath I will not give it to him. Examples of such oaths about the past are if one said: On my oath I gave another a particular item, or: On my oath I did not give it to him.

¹⁷⁰ Examples of oaths about the future that address intangible matters are where one said: On my oath I will sleep, or: On my oath I will not sleep. Examples of such oaths about the past are where one said: On my oath I slept, or: On my oath I did not sleep. Other examples of oaths about intangible matters are when one takes an oath, saying: I will throw a stone into the sea, or: I will not throw it, or: I threw it, or: I did not throw it.

¹⁷¹ Rabbi Yishmael says: One is liable only for an oath on an utterance taken about the future, as it is stated: "Or if anyone take an oath clearly with his lips to do evil, or to do good, whatsoever it be that a man shall utter clearly with an oath" (Leviticus 5:4). The Torah refers explicitly only to oaths about what one will do in the future.

¹⁷² Rabbi Akiva said to him: If so, and one is liable only for oaths explicitly mentioned in the verse, then I have derived only that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good apply. From where do I derive that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good do not apply?

¹⁷³ Rabbi Yishmael said to him: The halakha in these cases is derived by amplification of the meaning of the verse. Rabbi Akiva said to him: If the verse is amplified for this, i.e., to extend the halakha of an oath on an utterance to matters that do not involve doing evil or good, the verse is amplified for that, i.e., oaths about the past.

¹⁷⁴ GEMARA: With regard to oaths about intangible matters, the Sages taught: There is a stringency that applies to vows and not to oaths, and there is a stringency that applies to oaths and not to vows.

The stringency that applies to vows is that vows take effect with regard to a matter involving a mitzva, like they take effect with regard to an optional matter, which is not the case with regard to oaths. An oath not to perform a mitzva does not take effect at all.

¹⁷⁵ The stringency that applies to oaths is that oaths take effect with regard to an intangible matter like they do with regard to a tangible matter, which is not the case with regard to vows.

¹⁷⁶ § The mishna teaches: How so? Examples are if one said: On my oath I will give so-and-so some item, or: On my oath I will not give it to him. What is the case of an oath in which he says: I will give? If we say that he takes an oath that he will give charity to a poor person, that is not an oath that takes effect, since he is under oath from Mount Sinai to give charity, as it is stated with regard to a poor person: “You shall give him” (Deuteronomy 15:10).

¹⁷⁷ Rather, the case is where he said he would give a gift to a rich person. The oath takes effect, as there is no mitzva to do so.

¹⁷⁸ § The mishna teaches that if one takes an oath, saying: I will sleep, or: I will not sleep, the oath takes effect and he is liable to bring an offering if he fails to fulfill the terms of his oath. The Gemara asks: Is that so? But doesn’t Rabbi Yoḥanan say that in the case of one who says: On my oath I will not sleep for three days, the court flogs him immediately and he may sleep. Since it is impossible for one not to sleep for three days, his oath is regarded as an oath taken in vain from the outset. How could someone who took an oath never to sleep be liable to bring an offering for an oath on an utterance if he slept unwittingly?

¹⁷⁹ The Gemara answers: There, Rabbi Yoḥanan is referring to a case where he said explicitly that he will not sleep for three days. Here, the mishna is referring to a case where he did not say three days, and his oath extends only for the amount of time it is possible not to sleep.

¹⁸⁰ § The mishna teaches that an example of an oath on an utterance is where one took an oath, saying: I will throw a stone into the sea, or: I will not throw it. It was stated: With regard to one who says: On my oath so-and-so threw a stone into the sea, or: On my oath he did not throw it, Rav says: If it was later discovered that what he said was false, he is liable to bring an offering for his oath. And Shmuel says: He is exempt.

¹⁸¹ The Gemara explains the opinions: Rav says that he is liable, as the oath can be positive or negative. The Sages derived from the verse: “Or if anyone take an oath clearly with his lips to do evil, or to do good” (Leviticus 5:4), that one is liable to bring an offering for an oath on an utterance only when the oath is such that it could be inverted from the positive to the negative and vice versa. Since he can take an oath either that he threw the stone or that he did not, he is liable. And Shmuel says he is exempt, because the oath cannot be stated with regard to the future; he cannot control what so-and-so will do in the future. Consequently, it is an oath taken in vain, rather than an oath on an utterance.

¹⁸² The Gemara asks: Shall we say that they disagree with regard to the issue that is the subject of the dispute between Rabbi Yishmael and Rabbi Akiva? As we learned in the mishna: Rabbi Yishmael says: One is liable only for an oath on an utterance taken about the future, as it is stated: “Or if anyone take an oath clearly with his lips to do evil, or to do good, whatsoever it be that a man shall utter clearly with an oath” (Leviticus 5:4). Rabbi Akiva said to him: If so, and one is liable only for oaths explicitly mentioned in the verse, then I have derived only that one is liable for an oath on an

utterance with regard to matters to which doing evil and doing good apply. From where do I derive that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good do not apply?

¹⁸³ Rabbi Yishmael said to him: The halakha in these cases is derived by amplification of the verse. Rabbi Akiva said to him: If the verse is amplified for this, i.e., to extend the halakha of an oath on an utterance to matters that do not involve doing evil or good, the verse is amplified for that, i.e., oaths about the past.

¹⁸⁴ Say that Rav, who ruled that one who took an oath that so-and-so threw a stone into the sea is liable, states his opinion in accordance with the opinion of Rabbi Akiva, that one can be liable for oaths about the past. And say that Shmuel states his opinion in accordance with the opinion of Rabbi Yishmael, that one is exempt from liability for taking an oath about the past.

¹⁸⁵ The Gemara rejects this suggestion: Everyone agrees that according to the opinion of Rabbi Yishmael one is exempt from liability for taking an oath that so-and-so threw an item. Now, with regard to a statement, i.e., an oath, that could be a valid oath referring to the future, e.g., I will throw an item, Rabbi Yishmael does not deem one liable for it when it refers to the past. Is it necessary to say that one is not liable for a statement, i.e., an oath, that so-and-so threw a particular item, that cannot be a valid oath when adjusted to be referring to someone else's actions in the future, since it is not under the oath taker's control?

¹⁸⁶ When they disagree, it is with regard to how to understand the halakha according to the opinion of Rabbi Akiva. The opinion of Rav is in accordance with the opinion of Rabbi Akiva without any qualification of it. And Shmuel says: Rabbi Akiva deems one liable only there, in the case of an oath that refers to the past, when it is a statement, i.e., an oath, that could be a valid oath referring to the future; in such a case Rabbi Akiva deems one liable also if the oath was taken referring to the past, like an oath where one says: I threw a stone. But with regard to statements that cannot be valid oaths if adjusted to the future, like an oath about another's action, he does not deem one liable when they are made about the past.

¹⁸⁷ The Gemara suggests: Shall we say that the dispute

¹⁸⁸ between these amora'im parallels the disagreement between Rabbi Yehuda ben Beteira and the Rabbis? As we learned in a mishna (27a): If one took an oath to refrain from performing a mitzva and he did not refrain, he is exempt from bringing an offering for an oath on an utterance. If one took an oath to perform a mitzva and he did not perform it, he is also exempt, though it would have been fitting to argue that he is liable to bring the offering, in accordance with the statement of Rabbi Yehuda ben Beteira. As Rabbi Yehuda ben Beteira said: What? If, with regard to an oath concerning an optional matter, for which one is not under oath from Mount Sinai, he is liable for breaking it, then with regard to an oath about a mitzva, for which he is under oath from Mount Sinai, is it not logical that he would be liable for it?

¹⁸⁹ The Rabbis said to him: No, if you said that one is liable for breaking an oath concerning an optional action, where the Torah rendered one liable for a negative oath not to perform it like for a positive oath to perform it, shall you also say one is liable for breaking an oath concerning a mitzva, where the Torah did not render one liable for a negative oath like for a positive oath? If one takes an oath to refrain from performing a mitzva and he did not refrain, he is exempt.

¹⁹⁰ The Gemara asks: Shall we say that Rav states his opinion in accordance with that of Rabbi Yehuda ben Beteira, who holds that one can be liable for an oath that cannot be inverted, and Shmuel states his opinion in accordance with that of the Rabbis, who hold that one can be liable only if the oath can be inverted?

¹⁹¹ The Gemara rejects this: Everyone, i.e., both Rav and Shmuel, agrees with regard to the opinion of Rabbi Yehuda ben Beteira that one is liable if he took an oath that so-and-so performed an action that he did not in fact perform. The Gemara explains: Now, given that Rabbi Yehuda ben Beteira does not require that it be possible to invert a negative oath to a positive oath, does he require that it be possible for an oath to refer to the future as well as to the past? Shmuel explained that the reason one is not liable for an oath that so-and-so threw a stone into the sea is that it cannot be inverted to address the future, in other words: So-and-so will throw a stone into the sea, as that is not under the oath taker's control.

¹⁹² When they disagree it is with regard to the opinion of the Rabbis: Shmuel holds like the Rabbis, that one is exempt in the case of an oath that cannot be inverted. Accordingly, Shmuel ruled that one who takes an oath that so-and-so threw an item is exempt from bringing an offering if it is found that the statement was false. And Rav holds that the Rabbis do not deem one liable in the case of an oath that cannot be inverted from negative to positive or vice versa, as it is written explicitly: "Or if anyone take an oath clearly with his lips to do evil, or to do good" (Leviticus 5:4). But with regard to the requirement that it be possible to invert an oath referring to the future to refer to the past or vice versa, which is derived from an amplification of the meaning of the verses, the Rabbis deem one liable, as they do not accept the derivation.

¹⁹³ Rav Hamnuna raises an objection to Shmuel's opinion from a mishna (29b): If one said: I did not eat today, or: I did not don phylacteries today, and another said to him: I administer an oath to you that your statement is true, and the original speaker said: Amen, he is liable for breaking an oath on an utterance if his statement was false, as responding amen to an oath administered to oneself is equivalent to stating the oath explicitly. Granted, he is liable in the case where he said: I did not eat, since it also would have been possible for him to take an oath saying: I will not eat, but in the case where he said: I did not don phylacteries, would it have been possible for him to take an oath saying: I will not don phylacteries, and in doing so abrogate a positive mitzva?

¹⁹⁴ He, Rav Hamnuna, raises the objection and he resolves it: The tanna teaches this mishna disjunctively, referring to two different cases. When he teaches that one is liable for taking the oath: I did not eat, it refers to one's liability to bring an offering. When he teaches liability for the oath: I did not don phylacteries, it refers to one's liability to receive lashes for taking a false oath. This liability does not require that it be possible to invert the oath to refer to the future.

¹⁹⁵ Rava also raises an objection to Shmuel's opinion from a mishna (see 29a): Which oath is an oath taken in vain? It is when one takes an oath to deny that which is known to people to be true, and, for example, says about a stone column that is in such and such a place that it is made of gold. And Ulla says that the phrase: Known to people, in the mishna is referring to when it is a fact that is known to three people. The Gemara explains the objection to Shmuel's opinion: The reason he is liable for taking an oath in vain is due to the fact that his oath contradicted a fact known to three people. But if it is not known, he violates the prohibition of taking a false oath on an utterance. Given Shmuel's

opinion, why should he be liable? Isn't it impossible to invert the oath to make it about the future, saying: That column will be of gold?

¹⁹⁶ He raises the objection and he resolves it. When the fact is known to three people, the one who takes an oath denying it violates the prohibition of taking an oath in vain. If it is not known, then he violates the prohibition of taking a false oath, for which he receives lashes if he did so intentionally. Nevertheless, he is not liable to bring an offering for falsely taking an oath on an utterance, since this oath cannot be inverted to be about the future.

¹⁹⁷ § Abaye said: And Rav, who holds one liable for an oath on an utterance even if it cannot be inverted to refer to the future, concedes in a case where one says to another: On my oath I know testimony that is relevant to you, and it is found afterward that he did not know testimony that was relevant to him, that in that case he is exempt from bringing an offering for an oath on an utterance. The reason is that it is not in the category of an oath that could be inverted to the negative oath of: I do not know testimony that is relevant to you, as that oath would be an oath of testimony, rather than an oath on an utterance. The Torah states: "And if anyone sin, in that he hears the voice of adjuration, he being a witness, whether he has seen or known, if he do not utter it, then he shall bear his iniquity" (Leviticus 5:1). One is liable to bring an offering for an oath of testimony if he takes an oath falsely denying that he has knowledge of testimony in a monetary matter.

¹⁹⁸ But if he takes an oath saying: I knew testimony that is relevant to you, or: I did not know testimony that is relevant to you, the halakha is subject to the dispute between Rav and Shmuel. Similarly, if he took an oath saying: I testified, or: I did not testify, whether or not he is liable to bring an offering for an oath on an utterance depends on the dispute between Rav and Shmuel. In these cases, the oaths cannot be inverted from the past to the future and are also not oaths of testimony, since they do not involve the refusal to testify.

¹⁹⁹ The Gemara says: Granted, according to the opinion of Shmuel, who says that an oath about a matter that cannot be inverted to refer to the future is one for which one is not liable when it refers to the past, it is for that reason the Merciful One removed an oath of testimony, which cannot be inverted, from the category of an oath on an utterance and legislated it in a separate verse (see Leviticus 5:1). But according to the opinion of Rav, for what halakha did the Merciful One remove it from the category of an oath on an utterance and relate to it as a distinct category? Every oath of testimony is a case of an oath on an utterance and there is no need to relate to it as a special case.

²⁰⁰ The Sages said before Abaye: An oath of testimony is singled out, according to Rav, in order to render one who takes it falsely liable to bring two sliding-scale offerings for it, one for a false oath on an utterance and one for a false oath of testimony.

²⁰¹ Abaye said to them: You cannot say that one who takes a false oath of testimony is liable to bring two offerings, as it is taught in a baraita with regard to the sliding-scale offering that is brought for both an oath of testimony and an oath on an utterance: The verse states: "And it shall be, when he shall be guilty in one of these things" (Leviticus 5:5). By inference, for one of the sins that render one liable to bring a sliding-scale offering you may deem him liable, but you may not deem him liable for two.

²⁰² The Gemara asks: And if this is so, then according to Abaye's understanding of the opinion of Rav, for what halakha did the Merciful One remove an oath of testimony from the category of an oath on an utterance and relate to it as a distinct category?

²⁰³ The Gemara answers: An oath of testimony is singled out, as it is taught in a baraita: For every other one of the prohibitions for which one is liable to bring a sliding-scale offering, it is stated in the verse: “And it is hidden from him” (see Leviticus 5:2–4), and here, with regard to the oath of testimony, the phrase: And it is hidden from him, is not stated. This serves to render one liable to bring an offering for taking a false oath of testimony intentionally like one who is liable for doing so unwittingly.

²⁰⁴ The Sages said to Abaye: Say that the oath of testimony was singled out for a different reason: When he takes a false oath of testimony intentionally he is liable to bring only one offering but when he does so unwittingly, he is liable to bring two, one for an oath of testimony and one for an oath on an utterance.

²⁰⁵ Abaye said to them in response: Is this not what they said in a baraita with regard to the verse about the sliding-scale offering: “When he shall be guilty in one of these things” (Leviticus 5:5)? By inference, for one of the sins that render one liable to bring a sliding-scale offering you may deem him liable, but you may not deem him liable for two? And since one does not bring an offering for an intentional false oath on an utterance, if the verse is referring to a case where he intentionally took a false oath of testimony, how could there be a case where one is liable to bring two offerings such that this case needs to be excluded? Consequently, the verse must be referring to a case where he took the oath unwittingly, and it teaches that nevertheless, one brings only one offering for each violation.

²⁰⁶ Rava said in response to the question posed by the Sages: There is no need to derive from a verse that one is liable to bring only one offering for a false oath of testimony. Since an oath of testimony is a matter that was included in a generalization, i.e., the general principle of an oath on an utterance, and it was singled out to teach a new matter with regard to it, you have only the new matter alone to consider. Since an oath of testimony is singled out in that it applies only to potential witnesses in the context of a court, a case of an oath of testimony ceases to be included under the rubric of an oath on an utterance.

²⁰⁷ The Gemara asks: Should one understand by inference that Abaye holds that in cases of an oath of testimony, the oath on an utterance still exists in principle? One does not bring two offerings because of the halakha derived from the verse, but if for some reason the oath of testimony does not take effect, one may still be liable for an oath on an utterance.

²⁰⁸ But didn’t Abaye say that Rav concedes that one is exempt from bringing an offering for an oath on an utterance in a case where one says to another: On my oath I know testimony that is relevant to you, and it was found that he did not know testimony that was relevant to him? In that case he is exempt from bringing an offering for an oath on utterance, since it is not an oath that could be inverted to the negative oath: I do not know testimony that is relevant to you, as that oath would be an oath of testimony rather than an oath on an utterance.

²⁰⁹ The Gemara answers: Abaye retracted that opinion. And if you wish, say instead that

²¹⁰ Rav Pappa said one of those statements, not Abaye.

²¹¹ § The mishna teaches that Rabbi Yishmael says: One is liable only for an oath on an utterance taken about the future. The Sages taught in a baraita with regard to an oath on an utterance: From the verse: “Or if anyone take an oath clearly with his lips to do evil, or to do good” (Leviticus 5:4), I have derived only that one is liable for an oath on an utterance with regard to matters to which doing

evil and doing good apply. From where do I derive that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good do not apply? The verse states: “Or if anyone take an oath clearly with his lips,” which includes other matters.

²¹² I have derived only that one is liable for oaths referring to the future. From where do I derive that one is liable for oaths referring to the past? The verse subsequently states: “Whatsoever it be that a man shall utter clearly with an oath” (Leviticus 5:4); this is the statement of Rabbi Akiva. Rabbi Yishmael says: The verse states: “To do evil, or to do good,” referring exclusively to oaths about the future.

²¹³ The baraita continues: Rabbi Akiva said to him: If so, then I have derived only that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good apply. From where do I derive that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good do not apply? Rabbi Yishmael said to Rabbi Akiva in response: It is derived from an amplification of the meaning of the verse. Rabbi Akiva said to him: If the verse is amplified for this, i.e., to extend the halakha of an oath on an utterance to matters that do not involve doing evil or good, the verse is amplified for that, i.e., oaths about the past.

²¹⁴ The Gemara questions: Rabbi Akiva said well his critique of the opinion of Rabbi Yishmael. Why does Rabbi Yishmael disagree?

²¹⁵ Rabbi Yoḥanan said: It is because Rabbi Yishmael was the one who served as a disciple of Rabbi Nehunya ben HaKana, who would interpret the entire Torah with the hermeneutical principle of a generalization and a detail. Therefore, Rabbi Yishmael also interprets the Torah with the method of a generalization and a detail. Rabbi Akiva was one who served as a disciple of Nahum of Gam Zo, who would interpret the entire Torah with the hermeneutical principle of amplification and restriction. Therefore, Rabbi Akiva also interprets the Torah by amplification and restriction.

²¹⁶ What is the specific instance in this context where one finds that Rabbi Akiva interprets with amplifications and restrictions? It is as it is taught in a baraita that when the verse states: “Or if anyone take an oath clearly with his lips” (Leviticus 5:4), it amplifies the range of possible oaths for which one could be liable to bring an offering for an oath on an utterance. When the verse continues: “To do evil, or to do good,” it restricts that range. When it further continues: “Whatsoever it be that a man shall utter clearly with an oath,” it then amplifies again. According to the hermeneutical principle that when a verse amplified, and then restricted, and then amplified, it amplified the relevant category to include everything except for the specific matter that was excluded by the restriction.

²¹⁷ What was included when the verse amplified the range of liability? It amplified it to include all matters about which one might take an oath. And in what way did it restrict it when it continued: “To do evil, or to do good”? It restricted the range of liability for an oath on an utterance to exclude an oath that is a matter involving a mitzva, i.e., an oath to refrain from performing a mitzva.

²¹⁸ And Rabbi Yishmael interprets the verse following the hermeneutical principle of a generalization and a detail: “Or if anyone take an oath clearly with his lips” (Leviticus 5:4), is a generalization; “to do evil, or to do good,” is a detail; “whatsoever it be that a man shall utter clearly with an oath,” the verse then further generalized. There is a hermeneutical principle that when a verse contains a generalization, and a detail, and another generalization, you may deduce that the verse is

referring only to items similar to the detail. Just as the detail in the verse is explicitly an oath referring to the future, so too, all the oaths for which one is liable must be referring to the future.

²¹⁹ The generalization serves to include even those matters that do not concern doing evil or doing good when they refer to the future; the detail serves to exclude even matters that concern doing evil or doing good when they refer to the past.

²²⁰ The Gemara challenges: I will reverse it and say that the generalization serves to include oaths concerning the past, and the detail serves to exclude matters that do not involve doing evil or doing good. Why is that not an equally legitimate interpretation of the verse?

²²¹ Rabbi Yitzḥak said that Rabbi Yishmael understands that liability is extended to one whose oath is similar to an oath “to do evil, or to do good” (Leviticus 5:4). He whose prohibition is due to the verse: “He shall not break his word” (Numbers 30:3), is liable, as liability for an oath about the future entails breaking one’s word. Excluded is that oath whose prohibition is not due to the verse: “He shall not break his word”; rather, it is due to the verse: “You shall not lie” (Leviticus 19:11), since liability for an oath about the past applies when the oath itself was a lie.

²²² Rav Yitzḥak bar Avin says that there is a different explanation of Rabbi Yishmael’s opinion: The verse states: “Or if anyone take an oath clearly with his lips to do evil, or to do good,” referring to one whose oath precedes its clarification, i.e., the action that breaks it, and not to one who takes an oath where the clarification, i.e., the action prohibited in the oath, precedes the oath. Excluded is that oath where one said, for example: I ate, or: I did not eat, where the action precedes the oath.

²²³ § The Sages taught in a baraita: The verse states: “Or if anyone take an oath clearly with his lips to do evil, or to do good, whatsoever it be that a man shall utter clearly with an oath, and it is hidden from him; and, when he knows of it, be guilty in one of these things” (Leviticus 5:4). The phrase “a man...with an oath” serves to exclude a victim of circumstances beyond his control from liability to bring an offering. The term “and it is hidden” serves to exclude from liability one who broke his oath intentionally, as he does not deserve to be able to achieve atonement through bringing an offering.

²²⁴ The baraita continues: The term “from him” teaches that one who was unaware of his oath, i.e., forgot it, and subsequently broke it, is liable to bring an offering. One might have thought that an oath taker is also liable when he broke an oath because he was unaware that a particular item is forbidden as the object of his oath; therefore, the verse states: “With an oath, and it is hidden from him.” He is liable for lack of awareness of the oath but he is not liable for lack of awareness of the object of the oath.

²²⁵ The Master says above in the baraita: The phrase “a man...with an oath” serves to exclude a victim of circumstances beyond his control. The Gemara asks: What are such circumstances?

²²⁶ The Gemara answers: It is as it was with Rav Kahana and Rav Asi, who, when they were standing up in the presence of Rav, their teacher, at the conclusion of a lesson, disagreed with regard to exactly what he said. One Sage said: On my oath Rav said like this, and the other Sage said: On my oath Rav said like that. When they came before Rav to clarify what he had said, he stated his opinion in accordance with what one of them had said. The other said to Rav: Did I then take a false oath?

²²⁷ Rav said to him: Your heart compelled you. It is not regarded as a false oath, since at the time that you took the oath you were certain that you were telling the truth.

²²⁸ § The baraita teaches: The phrase “and it is hidden from him” teaches that one who was unaware of his oath, i.e., forgot it, and subsequently broke it, is liable to bring an offering. One might have thought that the oath taker is also liable when he broke the oath because he was unaware that a particular item is forbidden as the object of his oath; therefore, the verse states: “With an oath, and it is hidden from him.” He is liable for lack of awareness of the oath, but he is not liable for lack of awareness of the object of the oath.

²²⁹ They laughed at this in the West, Eretz Yisrael, and said: Granted, you find lack of awareness of one’s oath without there being lack of awareness of the object of the oath, as in a case where one said: On my oath I will not eat wheat bread, and he thought he had said: I will eat wheat bread, as in that case his oath is forgotten and the object of it is remembered. But under what circumstances is there a case of lack of awareness of the object of the oath without lack of awareness of the oath itself?

²³⁰ The Gemara suggests: It can be found in a case where he said: On my oath I will not eat wheat bread, and he thought he had said: On my oath I will not eat barley bread, as in that case his oath is remembered by him and the object of it is forgotten. The Gemara rejects this suggestion: Once the object of the oath is forgotten by him, that is a case of lack of awareness of his oath.

²³¹ Rather, Rabbi Elazar said: The distinction made in the baraita between lack of awareness of one’s oath and lack of awareness of the object of one’s oath is not valid, and both this and that are one and the same.

²³² Rav Yosef objects to this. Is it really the case that you do not find a case of lack of awareness of the object of an oath without lack of awareness of the oath? But you find it in a case where he said: On my oath I will not eat wheat bread, and he extended his hand to the basket to take barley bread, and wheat bread came up in his hand, and he thought it was barley bread and ate it. That is a case where his oath is remembered by him, and it is the object of the oath of which he is unaware.

²³³ Abaye said to him: Don’t you deem him liable to bring an offering for breaking his oath only for that which he holds in his hand and eats? When he eats the bread, that is lack of awareness of the oath, since he thinks that the item in his hand is permitted.

²³⁴ The Gemara presents another formulation of this statement. Abaye said to Rav Yosef: Ultimately, the offering he brings for this bread is in any event due to lack of awareness of the oath, as he thinks that the item in his hand is permitted.

²³⁵ And Rav Yosef could say to you: Since were he to know of it that it is wheat bread he would refrain from eating it, this should be regarded as a case of lack of awareness of the object.

²³⁶ Rava asked of Rav Naḥman: In a case where one has a lack of awareness of this, the oath, and that, its object, what is the halakha? Rav Naḥman said to him: He breaks the oath while having a lack of awareness of the oath and is therefore liable. Rava replied: On the contrary, he has a lack of awareness of the object of the oath and should therefore be exempt.

²³⁷ Rav Ashi said: We see: If he refrains from eating due to the oath, i.e., when he is reminded that he took an oath, he had a lack of awareness of the oath and is liable. If he refrains due to the object of the oath, i.e., when he is reminded what it is he is about to eat, he had a lack of awareness due to the object, and is exempt.

²³⁸ Ravina said to Rav Ashi: Doesn't he refrain from breaking the oath due to his recognition of the object? Doesn't he refrain from the object due only to the oath? In either case, he needs to remember both the oath and its object, and the manner in which he was reminded does not serve to indicate anything. Rather, there is no difference between the two.

²³⁹ Rava asked of Rav Nahman:

²⁴⁰ What is the case of an unwitting oath on an utterance referring to the past, for which one is liable to bring an offering? If it is a case where he knows when he takes the oath that it is not true, then he is an intentional taker of a false oath and may not bring an offering. If it is a case where he did not know at the time of taking the oath that what he was saying is not true, then he is a victim of circumstances beyond his control, and is exempt from bringing an offering.

²⁴¹ Rav Nahman said to him in answer to his question: It is a case where the one taking the oath says: I know that taking this oath is prohibited, but I do not know if one is liable to bring an offering for it or not. Since he does not know the full implications of his action, it is regarded as unwitting, and he may still bring an offering to atone for it.

²⁴² Rava asked Rav Nahman further: In accordance with whose opinion do you answer in this way? Is it in accordance with the opinion of Munbaz, who says: Lack of intention with regard to the offering, i.e., ignorance as to whether one's action renders one liable to bring an offering, is regarded as lack of intention? There is a dispute between Munbaz and the Rabbis in tractate Shabbat (69a-b) with regard to one who knows that a particular action desecrates Shabbat but does not know that it renders one liable to bring a sin-offering. Munbaz holds that even one who is merely ignorant of the liability to bring an offering is deemed an unwitting sinner who brings a sin-offering to atone. The Rabbis disagree and deem him unwitting only if he is unaware that the action is prohibited.

²⁴³ Rav Nahman explains: You may even say that this explanation accords with the opinion of the Rabbis. The Rabbis disagree with the opinion of Munbaz only with regard to all typical cases in the entire Torah for which one is liable to bring a sin-offering, where that liability is not a novelty. But here, with regard to oaths, it could be said that bringing a sin-offering is a novelty, since there is a principle that we do not find in the entire Torah another example of a simple prohibition for which one brings an offering for its unwitting violation.

²⁴⁴ Rav Nahman continues: The reason for this principle is that we derive for which prohibitions one brings a sin-offering from the prohibition of idol worship, where one is liable to receive karet for an intentional violation and one is liable to bring a sin-offering for an unwitting violation. And yet here, in the case of the oath, one brings a sin-offering even though intentional violation of the prohibition is not punishable by karet. Given the novelty of the offering for an oath on an utterance, even the Rabbis would agree that ignorance of the fact that one is performing an action for which the Torah legislates an offering is sufficient for one to be regarded as unwitting and liable to bring a sliding-scale offering.

²⁴⁵ Ravina asked Rava: If one took an oath concerning a certain loaf, rendering himself prohibited from eating it, and later his life is in danger due to his not eating it, what is the halakha? Is he liable to bring an offering in atonement for eating it?

²⁴⁶ Rava responded: If his life is in danger, let the Master permit him to eat, as saving his life overrides the prohibition; he is considered a victim of circumstances beyond his control and does not

need to atone at all. Ravina said: Rather, the question is this: With regard to one who is suffering from hunger and who ate it unwittingly, i.e., he forgot the prohibition generated by the oath, although had he known, he would still have eaten this loaf of bread intentionally due to his hunger, what is the halakha?

²⁴⁷ Rava said to him: We learn in a baraita: One who, had he known that his action was prohibited, would have withdrawn from sinning due to his knowledge, brings an offering for his unwitting sin; but one who would not have withdrawn from sinning due to his knowledge does not bring an offering for his unwitting sin. Since he would have eaten anyway, he does not bring an offering.

²⁴⁸ § Shmuel says: Even after one decided to take an oath, he needs to express it with his lips for it to take effect, as it is stated in the verse: “Or if anyone take an oath clearly with his lips to do evil, or to do good” (Leviticus 5:4).

²⁴⁹ The Gemara raises an objection from a baraita: The verse states that one takes an oath “with his lips,” but not with his heart. From where is it derived that one who decided in his heart to take an oath is liable to bring an offering for an oath on an utterance? The verse states: “Whatsoever it be that a man shall express with an oath” (Leviticus 5:4).

²⁵⁰ The Gemara points out: This baraita is difficult in itself. You said: “With his lips,” but not with his heart, and then you said: From where is it derived that one who decided in his heart to take an oath is liable? There seems to be a contradiction within the baraita concerning the halakha where one did not express the oath.

²⁵¹ Rav Sheshet said: This is not difficult; this is what the baraita is saying: One takes an oath “with his lips” and does not take an oath when he merely decided in his heart to express with his lips but has not yet actually expressed the oath verbally. From where is it derived that one who simply decided in his heart to take an oath without the intention of stating it with his lips is liable? The verse states: “Whatsoever it be that a man shall express with an oath” (Leviticus 5:4).

²⁵² The Gemara challenges: But according to the opinion of Shmuel, this baraita nevertheless poses a difficulty, as it indicates that an oath that was not expressed verbally takes effect.

²⁵³ Rav Sheshet said: Resolve the difficulty and say the baraita like this: One takes an oath “with his lips,” but does not take an oath where he decided in his heart to express an oath prohibiting wheat bread and he instead expressed an oath about barley bread. From where is it derived that he is liable where he decided in his heart to express an oath about wheat bread and expressed his oath about bread without specifying? The verse states: “Whatsoever it be that a man shall express with an oath.”

²⁵⁴ The Gemara raises an objection to the opinion of Shmuel from a baraita: The verse states: “That which is gone out of your lips you shall observe and do; according as you have vowed freely to the Lord your God, even that which you have promised with your mouth” (Deuteronomy 23:24). From here I have derived only a case in which he expresses with his lips. From where do I derive a case where he decided only in his heart? The verse states in the context of the contributions to the building of the Tabernacle: “And they came, both men and women, as many as were willinghearted, and brought nose rings, and earrings, and signet rings, and girdles, all jewels of gold” (Exodus 35:22). The fact that the verse describes those who contributed as willinghearted indicates that one becomes liable via a non-verbal decision.

²⁵⁵ The Gemara answers: The case there, of contributions to the Tabernacle, is different, as it is written: “As many as were willinghearted.” This halakha is stated only in the context of contributions to the Tabernacle, not in the context of oaths.

²⁵⁶ The Gemara suggests: And let us learn from it that in general, oaths can be taken via a non-verbal decision.

²⁵⁷ The Gemara rejects this: One cannot extrapolate from the fact that the non-verbal consecrations to the Tabernacle were effective, because teruma, which can be separated non-verbally, and donating consecrated items are two verses that come as one, i.e., they are both instances where a non-verbal commitment is sufficient, and any two verses that come as one do not teach their common element to apply to other cases.

²⁵⁸ The Gemara asks: This works out well according to the one who says that two verses that come as one do not teach their common element, but according to the one who says that they do teach their common element, what can be said?

²⁵⁹ The Gemara answers: The two contexts here are non-sacred items, i.e., oaths, and consecrated items, donations to the Tabernacle and teruma, and we do not derive halakhot concerning non-sacred items from halakhot concerning consecrated items.

²⁶⁰ MISHNA: If one takes an oath to refrain from performing a mitzva and he does not refrain, he is exempt from bringing an offering for an oath on an utterance. If he takes an oath to perform a mitzva and he does not perform it, he is also exempt, though it would have been fitting to claim that he is liable to bring the offering, in accordance with the statement of Rabbi Yehuda ben Beteira.

²⁶¹ The mishna explains: Rabbi Yehuda ben Beteira said: What? If, with regard to an oath concerning an optional matter, for which one is not under oath from Mount Sinai, he is liable for breaking it, then with regard to an oath about a mitzva, for which he is under oath from Mount Sinai, is it not logical that he would be liable for breaking it?

²⁶² The Rabbis said to him: No, if you said that one is liable for breaking an oath concerning an optional action, where the Torah rendered one liable for a negative oath not to perform it like for a positive oath to perform it, shall you also say one is liable with regard to breaking an oath concerning a mitzva, where the Torah did not render one liable for a negative oath like for a positive oath, since if one takes an oath to refrain from performing a mitzva and did not refrain, he is exempt.

²⁶³ GEMARA: The Sages taught in a baraita: One might have thought that when one takes an oath to refrain from performing a mitzva and he does not refrain, he would be liable to bring an offering for an oath on an utterance. To counter this, the verse states: “To do evil, or to do good” (Leviticus 5:4). Just as doing good is referring to an oath about an optional action, so too, doing evil is referring to an oath about an optional action. I will therefore exclude from liability one who takes an oath to refrain from performing a mitzva and does not refrain, so that he is exempt from bringing the offering.

²⁶⁴ The baraita continues: One might have thought that when one takes an oath to perform a mitzva and does not perform it, that he would be liable. To counter this, the verse states: “To do evil, or to do good.” Just as doing evil is referring to an oath about an optional action, so too, doing good is referring to an oath about an optional action. I will therefore exclude from liability one who takes an oath to perform a mitzva and does not perform it, so that he is exempt from bringing the offering.

²⁶⁵ One might have thought that when one takes an oath to harm himself and he does not harm himself, that he could be exempt from liability. The verse states: “To do evil, or to do good.” Just as doing good is referring to an oath about an optional action, so too, doing evil is referring to an oath about an optional action. I include as liable one who takes an oath to harm himself and does not harm himself, since it is his prerogative to harm himself or not.

²⁶⁶ One might have thought that when one takes an oath to harm others and does not harm them, that he would be liable. To counter this, the verse states: “To do evil, or to do good.” Just as doing good is referring to an oath about an optional action, so too, doing evil is referring to an oath about an optional action. I will therefore exclude from liability one who takes an oath to harm others and he does not harm them, since it is not his prerogative to do so. From where is it derived that taking an oath that concerns doing good to others is included among the oaths for which one may be liable? The verse states: “Or to do good.” And what is harming others? An example is when one takes an oath saying: I will strike so-and-so and injure his brain.

²⁶⁷ The baraita assumes throughout that “to do evil, or to do good” is referring to optional actions. The Gemara asks: But from where do we know that these verses are written referring to optional matters? Perhaps they are written referring to matters involving a mitzva.

²⁶⁸ The Gemara rejects this: This should not enter your mind, since we require that doing good be similar to doing evil, and doing evil be similar to doing good, as doing evil is juxtaposed to doing good in the verse. If one stipulates that the verse is referring to matters involving a mitzva, then just as doing good does not involve refraining from performing a mitzva, but must involve performing a mitzva, e.g., an oath to eat matza on Passover, so too, doing evil does not involve refraining from performing a mitzva, e.g., an oath not to eat leavened bread on Passover. The result of this reasoning is that doing evil in the verse is itself doing good, in that it will always involve taking oaths to keep mitzvot.

²⁶⁹ And likewise, doing good is juxtaposed to doing evil; just as doing evil does not involve performing a mitzva, as it would then not be doing evil, so too, doing good does not involve performing a mitzva. Doing good in the verse is itself doing evil, in that it does not involve the fulfillment of mitzvot.

²⁷⁰ The Gemara asks: If that is so, that doing evil and doing good are compared in this manner, you do not find that the verse can be interpreted even with regard to optional matters, as the same sort of contradiction could be generated.

²⁷¹ Rather, one may derive that the verse is referring to optional matters from the fact that it was necessary for the verse to write “or to do good,” in order to include liability for oaths that involve doing good to others. Conclude from it that these verses are written referring to optional matters. As, if it should enter your mind that the verses are written referring to matters involving a mitzva, there is a difficulty: Now that doing evil to others has been included, i.e., when one takes an oath to refrain from performing a mitzva, is it necessary to mention doing good to others?

²⁷² The Gemara challenges: But this “or” is necessary in order to separate them, i.e., to indicate that one can be liable for either type of oath. Had the verse said: To do evil and to do good, one might assume that one is liable only for oaths that involve both. The Gemara answers: A verse is unnecessary in order to separate, as it is clear that either sort of oath is included.

²⁷³ The Gemara asks: This works out well according to Rabbi Yonatan's opinion concerning the interpretation of conjunctions, but according to Rabbi Yoshiya's opinion, what can be said?

²⁷⁴ The Gemara explains: As it is taught in a baraita: From the verse: "A man who curses his father and his mother shall die" (Leviticus 20:9), I have derived only that one is liable if he curses both his father and his mother. From where do I derive that if one curses his father but not his mother, or his mother but not his father, he is liable? The continuation of the verse states: "His father and his mother he has cursed; his blood is upon him." In the first part of the verse, the word "curses" is in proximity to "his father," and in the last part of the verse, "cursed" is in proximity to "his mother." This teaches that the verse is referring to both a case where he cursed only his father and a case where he cursed only his mother; this is the statement of Rabbi Yoshiya. Rabbi Yoshiya maintains that conjunctions are interpreted strictly unless the verse indicates otherwise.

²⁷⁵ Rabbi Yonatan says: There is no need for this derivation, because the phrase "his father and his mother" indicates that one is liable if he curses both of them together, and it also indicates that he is liable if he curses either one of them on their own,

²⁷⁶ unless the verse specifies that one is liable only if he curses both together. An example of a verse where the Torah specifies that the halakha applies only to the two elements in conjunction is: "You shall not plow with an ox and a donkey together" (Deuteronomy 22:10).

²⁷⁷ The Gemara continues: You may even say that the verse is referring to optional matters according to the opinion of Rabbi Yoshiya. He holds in accordance with the opinion of Rabbi Akiva, who interprets the Torah using the hermeneutical principle of amplifications and restrictions (see 26a), and the word "or" is superfluous and is used to separate "to do evil" from "to do good."

²⁷⁸ The Gemara explains how one derives that the oaths referred to in the verse are oaths about optional matters in accordance with Rabbi Yoshiya, who interprets the verse in accordance with the principle of amplifications and restrictions: Granted, if you say that the verse about an oath on an utterance is written with regard to optional matters, the words "to do evil, or to do good" serve to restrict the meaning of the verse and exclude the application of an oath on an utterance to a matter involving a mitzva. The Gemara asks rhetorically: But if you say that the verse is written referring to a matter involving a mitzva, what do the words "to do evil, or to do good" serve to restrict?

²⁷⁹ § The mishna teaches: Rabbi Yehuda ben Beteira said: What? If, with regard to an oath concerning an optional matter, for which one is not under oath from Mount Sinai, he is liable for breaking it, then with regard to an oath about a mitzva, for which he is under oath from Mount Sinai, is it not logical that he would be liable for breaking it? The Rabbis then asked him why he thinks one should be liable for an oath about a mitzva, since one would be exempt if it were inverted from positive to negative, rendering it an oath to refrain from performing a mitzva, which does not take effect. The Gemara comments: The Rabbis' objection to the opinion of Rabbi Yehuda ben Beteira is well stated.

²⁸⁰ The Gemara responds: And Rabbi Yehuda ben Beteira could say to you: Isn't there the case of an oath involving doing good to others, even though it does not include the possibility of being inverted to include liability for an oath concerning harming others, but nevertheless the Merciful One has amplified the halakha to include it? Here also, with regard to an oath to perform a mitzva, even though it does not include the possibility of being inverted to include liability for an oath concerning refraining from performing a mitzva, the Merciful One has amplified the halakha to include it.

²⁸¹ And how could the Rabbis respond? They could say that there, with regard to an oath to do good to others, there is the possibility of inverting the oath to: I will not do good. Here, with regard to an oath to perform a mitzva, is there any possibility of a valid oath: I will not perform a mitzva?

²⁸² MISHNA: If one says: On my oath I will not eat this loaf, and he then says again: On my oath I will not eat it, and again: On my oath I will not eat it, and he then ate it, he is liable only once. Once the first oath had taken effect, the subsequent oaths could not, as a prohibition cannot take effect where another prohibition is already in place.

²⁸³ This is an oath on an utterance, for which one is liable to receive lashes for intentionally breaking it, and for unwittingly breaking it one is liable to bring a sliding-scale offering.

²⁸⁴ For an oath taken in vain, one is liable to receive lashes when it is taken intentionally, and one is exempt when it is taken unwittingly.

²⁸⁵ GEMARA: The Gemara asks: Why do I need to teach the mishna such that the wording of the first oath is: On my oath I will not eat this loaf, and then the wording of the second oath is: On my oath I will not eat it?

²⁸⁶ The Gemara answers: This teaches us that the reason that he is liable only once is that he said: I will not eat this loaf, and then said: I will not eat it. But if he had said: I will not eat it, and then had said: I will not eat this loaf, he would be liable twice.

²⁸⁷ This is in accordance with the opinion of Rava, as Rava says: If one says: On my oath I will not eat this loaf, once he has eaten an olive-bulk of it he is liable, as this oath is understood to mean that it is prohibited for him to eat any of the loaf. If he says: On my oath I will not eat it, he is not liable unless he eats the whole loaf. The words: I will not eat it, indicate that his oath applies only to eating the entire loaf. Accordingly, when the first oath is: I will not eat it, and the second oath is: I will not eat this loaf, the second oath can take effect, as it generates a new prohibition that applies to each and every olive-bulk of the loaf.

²⁸⁸ § The mishna teaches: If one says: On my oath I will not eat this loaf, and he then says again: On my oath I will not eat it, and again: On my oath I will not eat it, and he then ate it, he is liable only once. The Gemara asks: Why do I need the mishna to mention this additional, third, oath: I will not eat it?

²⁸⁹ The Gemara answers: This teaches us that there is no liability where one states redundant oaths, but there is an oath; the final oath is not completely discounted, so that if you find room, i.e., an application, for the additional oath, it goes into effect.

²⁹⁰ For what matter is this halakha relevant? It is relevant for the statement of Rava, as Rava says that if one requested of a halakhic authority to dissolve the first oath, and he did so, the second one counts for him in its place unless it, too, was dissolved.

²⁹¹ The Gemara suggests: Let us say that the following baraita supports his opinion: With regard to one who took two vows of naziriteship, and counted the first term of naziriteship and separated an offering for it, and afterward requested and received dissolution of the first vow from a halakhic authority, the second term was counted for him in the observance of the first term, and he is not required to be a nazirite further. This indicates that the second vow went into effect retroactively once the first was dissolved, and the same would be true in the case of two oaths.

²⁹² The Gemara rejects this: How can these cases be compared? There, the second naziriteship is there in any event, as once he counts the first term, he needs to return and count the second if there is no request for dissolution. Here, if he does not request dissolution of the first oath, is there a second oath at all? Therefore one cannot find support for Rava's opinion from the baraita.

²⁹³ § Rava says: If one took an oath about a loaf and then ate it, if he left an olive-bulk of it, he may request that his oath about the loaf be dissolved. If he ate the whole loaf, he may no longer request that his oath about it be dissolved.

²⁹⁴ Rav Aḥa, son of Rava, said to Rav Ashi: What are the circumstances? If one took an oath where he said: I will not eat this loaf, which Rava, as cited above, understands as rendering it prohibited for him to eat any part of the loaf, then with the first olive-bulk that he ate he already committed his transgression. If he took an oath where he said: I will not eat it, which Rava understands as rendering it prohibited for him to eat only the whole loaf, why does Rava mention specifically that he left over an olive-bulk?

²⁹⁵ Even if he had left any amount it would also be possible for him to dissolve the oath, as he had not yet broken his oath.

²⁹⁶ Rav Ashi answers: If you wish, say that the halakha stated by Rava is referring to a case where he took an oath, saying: I will not eat this loaf, and if you wish, say that it is referring to a case where he took an oath, saying: I will not eat it. The Gemara elaborates: If you wish, say that the halakha stated by Rava is referring to a case where he took an oath, saying: I will not eat this loaf. Since a request for dissolution is still effective even for the last olive-bulk of the loaf, it is effective also for the first olive-bulk.

²⁹⁷ And if you wish, say that the halakha stated by Rava is referring to a case where he took an oath, saying: I will not eat it. If he left an olive-bulk, that is a sufficiently significant quantity for which to request dissolution of the oath. But if he did not leave that much, it is not a sufficiently significant quantity for which to request dissolution of the oath.

²⁹⁸ Rava assumes that once one has eaten the entire loaf, it is no longer possible to dissolve the oath. The Gemara raises an objection to this from a baraita: With regard to one who took two vows of naziriteship, and counted the first term and separated an offering for it, and afterward requested and received dissolution of the first vow from a halakhic authority, the second term was counted for him in the observance of the first term and he is not required to be a nazirite further. Although the first term of naziriteship was entirely finished, a halakhic authority could still dissolve the vow.

²⁹⁹ The Gemara answers: What are we dealing with here? We are dealing with a case where he has not yet atoned, i.e., he has not yet brought the offerings that one brings at the conclusion of naziriteship.

³⁰⁰ The Gemara asks: But isn't it taught in a baraita that one can still dissolve his vow of naziriteship after he has atoned? The Gemara answers: It is a case where he has brought the offerings but has not yet shaved his hair, and this is in accordance with the opinion of Rabbi Eliezer, who says: Shaving is indispensable to the completion of naziriteship.

³⁰¹ The Gemara asks: But isn't it taught in a baraita that one can still dissolve his vow of naziriteship after he has shaved? Rav Ashi said: Are you comparing naziriteship to oaths? What caused the second naziriteship to not take effect until now? It was the first naziriteship, and once it has been

dissolved, it is no longer a factor. Since the observance of the naziriteship term is the same whether it is counted for the second or the first, the first term of naziriteship can be regarded as not yet having started and that is why it can be dissolved. By contrast, in the case of the oath, once he ate the loaf, his oath is no longer extant at all.

³⁰² Ameimar said, in contrast to the opinion of Rava: Even if he ate the entire loaf he may still request dissolution of the oath. If he ate it unwittingly, i.e., he forgot the oath, it is a situation where he has not yet brought the offering he is liable to bring. If he ate it intentionally, it is a situation where he has not yet received lashes. But if he was already tied to the stake in order to receive lashes, he can no longer request that his oath be dissolved, in accordance with the opinion of Shmuel. As Shmuel says: If one had already been tied to the stake in order to receive lashes, and he ran away from the court and escaped, he is exempt from receiving lashes, as being tied to the stake is regarded as the beginning of receiving the lashes; once he has escaped, he is treated as though he were already flogged.

³⁰³ The Gemara rejects this: And that is not so. Even if he was tied to the stake he can still have his oath dissolved. There, with regard to his exemption from receiving lashes after he ran away, the original flogging is over and there is no need to initiate a new one. Here, with regard to dissolving the oath, he did not run, and since he is still subject to lashes, he can still have his oath dissolved.

³⁰⁴ § Rava says: If one says: On my oath I will not eat that loaf if I eat this one, and then he ate the first one, i.e., the loaf whose consumption was the condition for the oath taking effect, unwittingly, and ate the second intentionally, he is exempt. Since he fulfilled the condition unintentionally, the oath does not take effect, as it was without full intent. But if he ate the first intentionally, knowing that if he eats it it will be prohibited for him to eat the other loaf, and he then ate the second unwittingly, he is liable to bring an offering for breaking his oath unwittingly. If he ate them both unwittingly he is exempt, as the oath does not take effect when he fulfills the condition unwittingly.

³⁰⁵ In a case where he ate both of them intentionally, if he ate the loaf whose consumption was his condition and then ate the forbidden loaf, he is liable to receive lashes. If he ate the forbidden loaf and then ate the loaf whose consumption was his condition, his liability is the subject of a dispute between Rabbi Yoḥanan and Reish Lakish. According to the one who says that an uncertain forewarning is deemed a valid forewarning, he is liable to receive lashes. According to the one who says that an uncertain forewarning is not deemed a valid forewarning, he is exempt. Since when he was forewarned for eating the forbidden loaf it was uncertain whether it would actually become forbidden, that forewarning is not sufficient for him to be liable to receive lashes.

³⁰⁶ If one took an oath with regard to two loaves such that he rendered them interdependent, this one on that one, saying: I will not eat that if I eat this, and: I will not eat this if I eat that, and he ate this one intentionally with regard to itself, i.e., at the time he ate it he was aware that he had taken an oath that would render it forbidden if he ate the other, but unwittingly with regard to the other, i.e., he did not remember that in eating it he rendered the second one forbidden, and then he ate that one intentionally with regard to itself but unwittingly with regard to the other, he is exempt, as both conditions were fulfilled only unintentionally.

³⁰⁷ If he ate this one unwittingly with regard to itself, having forgotten that it would be forbidden if he ate the other, but intentionally with regard to the other, understanding that with his action he rendered the other forbidden, and that one unwittingly with regard to itself but intentionally with

regard to the other, he is liable to bring offerings for unwittingly breaking his oaths, as the conditions were fulfilled intentionally and the oaths took effect.

³⁰⁸ If he ate both of them unwittingly he is exempt, as both conditions were fulfilled only unintentionally.

³⁰⁹ If he ate both of them intentionally, he is liable to receive lashes for eating the second loaf, while for the first loaf his status depends on the dispute between Rabbi Yoḥanan and Reish Lakish with regard to an uncertain forewarning.

³¹⁰ Rav Mari said: We learn in the mishna (Nedarim 20b) as well that if one takes an oath with a condition but then fulfills the condition only unwittingly, he is exempt: The Sages dissolved four types of vows without the requirement of a request to a halakhic authority: Vows of exhortation, vows of exaggeration, unwitting vows, and vows whose fulfillment is impeded by circumstances beyond one's control.

³¹¹ The mishna elaborates (see Nedarim 25b): Unwitting vows, how so? If one says: A certain item is forbidden to me like an offering [konam] if I ate or if I drank, and he then remembers that he ate or drank, or if one says: This loaf is konam for me if I will eat or if I will drink, and he then forgets and eats or drinks, the item is permitted. And it is taught in a baraita with regard to that mishna: Just as unwitting vows are dissolved, so are unwitting oaths dissolved, since he fulfilled the condition while lacking awareness that he was doing so.

³¹² The Gemara clarifies: What are the circumstances of unwitting oaths? Is it not a case like this, where he takes an oath with a condition and then fulfills the condition of the oath unwittingly? Conclude from that mishna that there is support for Rava's opinion.

³¹³ § It is related that the Sage Eifa learned tractate Shevuot in the academy of Rabba. His brother Avimi met him and tested him concerning the halakhot of oaths. Avimi said to him: If one says: On my oath I did not eat, and then again: On my oath I did not eat, what is the halakha? Eifa said to him: He is liable only once if he ate. Avimi said to him: You have confused the issue. Since the oaths are about the past, it is not a question of whether the second oath takes effect. Each time, a false oath was issued, and each was a separate transgression.

³¹⁴ Avimi asked him further: If one said: On my oath I will not eat nine pieces and on my oath I will not eat ten, what is the halakha? Eifa replied: He is liable for each and every one of the oaths, as the scope of the second oath is broader than that of the first. Avimi said to him: You have confused the issue: If he may not eat nine, he may not eat ten. The oath not to eat ten cannot take effect, since it is an action already prohibited by the oath not to eat nine.

³¹⁵ Avimi asked him further: If one said: On my oath I will not eat ten and on my oath I will not eat nine, what is the halakha? Eifa replied: He is liable for only one oath. Avimi said to him: You have confused the issue. According to the first oath, it is ten that he may not eat, but he may still eat nine, so the second oath takes effect, in that it prohibits him from eating nine.

³¹⁶ Abaye said: There are times when you find that the ruling of Eifa with regard to an oath not to eat ten followed by an oath not to eat nine applies, as in the case mentioned by the Master. As Rabba says: In the case of one who says: On my oath I will not eat figs and grapes together, and then says: On my oath I will not eat figs,

³¹⁷ and he unwittingly ate figs and set aside an offering for breaking the second oath, and afterward he unwittingly ate grapes alone, he is exempt from liability for breaking the first oath. The grapes are tantamount to a half-measure of his first oath, which was not to eat figs and grapes together, and one is not liable to bring an offering for a half-measure. Here also, where he said: On my oath I will not eat ten, and then said: On my oath I will not eat nine, and he ate nine and set aside an offering for breaking his second oath, and later he ate the tenth, this tenth is tantamount to a half-measure of his first oath, and one is not liable to bring an offering for a half-measure.

³¹⁸ MISHNA: Which oath is an oath taken in vain, mentioned in the previous mishna (27b)? It is when one takes an oath to deny that which is known to people to be true, for example, one says about a stone column that it is made of gold, or about a man that he is a woman, or about a woman that she is a man.

³¹⁹ Another type of oath taken in vain is when one takes an oath about a matter that is impossible, e.g., if he says: If I did not see a camel flying through the air, or: If I did not see a snake as large as the beam of the olive press.

³²⁰ In the case of one who said to witnesses: Come and testify for me, and they replied: On our oath we will not testify for you, that is an oath taken in vain, because it involves taking an oath to refrain from performing a mitzva. Other examples of this include an oath not to build a sukka, or not to take a lulav, or not to don phylacteries. This type of oath is an oath taken in vain, for which one is liable to receive lashes if he takes the oath intentionally, and for which he is exempt if he takes it unwittingly.

³²¹ If one said: On my oath I will eat this loaf, and later said: On my oath I will not eat it, the first oath is an oath on an utterance, and the second is an oath taken in vain, as he took an oath to perform an action that would violate his previous oath.

³²² If he ate it, he violated the prohibition against taking an oath in vain. If he did not eat it, he violated the prohibition against breaking an oath on an utterance.

³²³ GEMARA: With regard to an oath taken in vain that denies that which is known to people, Ulla says: It is considered known to people when it is a fact that is known to three people.

³²⁴ § The mishna describes an oath taken in vain where one takes an oath about a matter that is impossible, e.g., where one says: If I did not see a camel flying through the air. The Gemara points out: The tanna of the mishna did not say: On my oath I saw. What is the meaning of: If I did not see? Abaye said: Emend the language of the mishna and teach: On my oath I saw. Rava said: This is part of a larger statement where one says: Let all the produce in the world be prohibited for me if I did not see a camel flying through the air.

³²⁵ With regard to the oath: If I did not see a camel flying through the air, Ravina said to Rav Ashi: Perhaps this man who took this oath saw a great bird and named it for himself: Camel, and when he took the oath, he took the oath according to his own understanding.

³²⁶ And if you would say that we follow his mouth, i.e., the generally accepted meaning of what one says, and we do not follow his understanding, i.e., his own private meaning, but isn't it taught otherwise in a baraita: When they administer an oath to him in court, the judges say to him: Know that it is not according to your own understanding that we administer this oath to you, but according to our understanding and according to the understanding of the court? What is the reason they say this? Is it not because we say: Perhaps he gave tokens [iskunderei] to his creditor but he calls them

for himself: Dinars, so that when he takes the oath, it is according to his own understanding that he takes the oath. Since, in principle, it is possible for him to take an oath according to his private meaning of the words, the court insists that the oath it administers is to be understood according to the words' generally accepted meaning.

³²⁷ Rav Ashi replies: No, the reason the court admonishes the oath taker is not that the oath can be interpreted according to a private meaning. There, when the court administers an oath, they explain that it is according to their meaning due to deceptions like that of the reed in Rava's court. In that incident, someone handed his creditor a hollow reed, which he had secretly filled with coins, to hold for him, and proceeded to take an oath that he had given him the money owed to him, whereupon he took back the reed, as the creditor was unaware of its contents. The court admonishes oath takers so that they do not think that they have fulfilled their obligation to take an oath if they engage in such chicanery.

³²⁸ The Gemara suggests: Come and hear a baraita: And so we found that when Moses administered an oath to Israel that they would keep the Torah (see Deuteronomy 29:9–12), he said to them: Know that I am not administering this oath according to your understanding but according to the understanding of the Omnipresent and according to my understanding. And why not let him simply say to them: Keep that which God said? Is it not that he insisted on admonishing them because he was concerned lest they direct the oath in their minds to idolatry, saying that they are taking an oath of loyalty to God but privately intending the oath to be for idolatry? This indicates that the content of an oath can be affected by an oath taker's private meaning.

³²⁹ The Gemara rejects this: No, Moses explicitly indicated that the oath was according to God's and his own understanding because idolatry is also referred to with the word: God, as it is written: "You shall not make with Me gods of silver or gods of gold" (Exodus 20:20). Therefore, the generally accepted meaning of the oath is ambiguous.

³³⁰ The Gemara suggests: If private meanings do not affect the content of an oath, let Moses merely say to them: Keep the Torah. The Gemara explains: They could then have taken an oath to keep only one Torah, either the Written or the Oral Torah. The Gemara suggests: And let him say: Keep two Torahs. The Gemara explains: The word: Torah, also has a narrower meaning of a set of halakhic procedures. The Jewish people could then have limited the oath to the law of [torat] the sin-offering or the law of [torat] the guilt-offering. The Gemara suggests: Let Moses administer an oath to keep the entire Torah. The Gemara replies: That could have been understood as referring only to the prohibition of idolatry, as the Master says: The prohibition of idolatry is so severe that with regard to one who denies idol worship, it is as if he affirms the entire Torah.

³³¹ The Gemara suggests: And let him say to them: Keep the mitzva, i.e., that which you are commanded. The Gemara replies: That could have been understood as referring to only one mitzva. The Gemara suggests: Let him say: Keep mitzvot, i.e., in the plural. The Gemara replies: That could be understood as referring to only two mitzvot. The Gemara suggests: Let him say: All the mitzvot in their entirety. The Gemara replies: That could be understood as referring to the mitzva of ritual fringes, as the Master says: The mitzva of ritual fringes is equivalent to all the other mitzvot.

³³² The Gemara suggests: And let him say to them: Keep 613 mitzvot. The Gemara replies: And according to your reasoning, let him simply say: Take the oath according to my understanding. Why do I need for him to say: According to the understanding of the Omnipresent?

³³³ Rather, Moses administered the oath in this manner so that there would not be any possibility of the nullification of their oath. An oath taken with public consent cannot be dissolved. In this case, Moses and God constitute the public that gives its consent to the oath administered to the people. This was the reason for Moses' insistence that the oath was taken according to his and God's awareness; it was not because there was a possibility that the people could take the oath according to a private meaning.

³³⁴ § The mishna teaches with regard to an oath about a matter that is impossible, e.g., If I did not see a camel flying through the air, or: If I did not see a snake as large as the beam of the olive press. The Gemara asks: And are there no snakes that large? But wasn't there a certain snake during the years of the reign of King Shapur, one snake that could contain, i.e., swallow, thirteen stables of straw?

³³⁵ Shmuel said: The size of the snake is not the subject of the analogy. The oath is referring to a snake that was flat [taruf] like the beam of an olive press. The Gemara asks: Aren't they all flat? The Gemara explains: Snakes' undersides are flat. This oath is referring to a snake whose back is flat.

³³⁶ § The mishna teaches: If one said: On my oath I will eat this loaf, and later said: On my oath I will not eat it, the first oath is an oath on an utterance, and the second is an oath taken in vain. If he ate the loaf, he violated the prohibition against taking an oath in vain. If he did not eat it, he violated the prohibition against breaking an oath on an utterance. The Gemara asks: Now, if he did not eat it, he is liable because he violated his oath on an utterance. Is he not also liable for an oath taken in vain? An oath was issued in vain when he took the oath not to eat the loaf, as this required a violation of the oath he had taken to eat it.

³³⁷ Rabbi Yirmeya said: Teach the mishna with this emendation: If he did not eat it, he also violated the prohibition against breaking an oath on an utterance.

³³⁸ MISHNA: As opposed to the halakhot of an oath of testimony, which will be discussed in the following chapter, the halakhot of an oath on an utterance apply to men and to women, to relatives and to non-relatives, to those who are fit to testify and to those who are disqualified, whether the oath is taken in the presence of a court or not in the presence of a court, i.e., when one takes an oath on his own, at his own initiative. And for violating an oath intentionally one is liable to receive lashes, and for doing so unwittingly he is liable to bring a sliding-scale offering.

³³⁹ Liability for an oath taken in vain applies to men and to women, to relatives and to non-relatives, to those who are fit to bear witness and to those who are disqualified, whether the oath is taken in the presence of a court or not in the presence of a court, and also when one takes an oath on his own. And for violating an oath intentionally one is liable to receive lashes, and for doing so unwittingly he is exempt.

³⁴⁰ With regard to both this, an oath on an utterance, and that, an oath taken in vain, even if he is administered the oath by others, he is liable. For example, if one said: If I did not eat today, or: I did not don phylacteries today, and another said to him: I administer an oath to you that your statement is true, and the former said: Amen, he is liable if the statement was false.

³⁴¹ GEMARA: Shmuel says: Anyone who answers amen after being administered an oath is like one who expresses an oath with his own mouth, as it is written in the context of the oath administered to a sota, a woman suspected by her husband of having been unfaithful: "And the woman shall say: Amen, amen" (Numbers 5:22).

³⁴² Rav Pappa said in the name of Rava: An inference from the mishna and a baraita also support this when they are read precisely, as it is taught in the mishna (30a): The oath of testimony is practiced with regard to men but not with regard to women; with regard to non-relatives of the litigants, but not with regard to relatives; with regard to those fit to testify but not with regard to those unfit to testify due to a transgression that they performed. And the oath of testimony is practiced only with regard to those fit to testify. And this oath applies both in the presence of a court and not in the presence of a court, i.e., when the witness takes the oath on his own that he has no knowledge of the matter. But if an oath is administered to the witnesses by others, they are not liable until they deny knowledge of the matter in court and take an oath to that effect; this is the statement of Rabbi Meir.

³⁴³ Before stating the inference from the mishna, Rav Pappa cites the baraita. And it is taught in a baraita: With regard to an oath of testimony, how is one liable to bring a sliding-scale offering? A person said to witnesses: Come and testify for me. They replied: On our oath we do not know any testimony that concerns you, i.e., we have no knowledge of the matter. Alternatively, they said: We do not know any testimony that concerns you, and he said to them: I administer an oath to you, and they said to him: Amen. Whether this oath was taken in the presence of a court or whether it was not in the presence of a court, whether it was taken by each witness by himself or whether it was administered by others, once they denied knowing testimony that they in fact knew, they are liable; this is the statement of Rabbi Meir.

³⁴⁴ Rav Pappa asks: Aren't the mishna and the baraita difficult, as they contradict each other? According to the mishna one is liable when the oath is administered by others only if it takes place in the presence of a court, while according to the baraita one is liable even not in the presence of a court. Rather, isn't it correct to conclude from it that this statement in the baraita, where he is liable even not in the presence of a court, is referring to one who answered amen to the administered oath. That statement in the mishna is referring to one who did not answer amen and is therefore liable only in the presence of a court? The Gemara affirms: Conclude from it that it is so.

³⁴⁵ Ravina said in the name of Rava: The mishna that is here (29b) also may be read precisely to support this point. As it is taught in the mishna: The halakhot of an oath on an utterance apply to men and to women, to relatives and to non-relatives, to those who are fit to testify and to those who are disqualified, whether the oath is taken in the presence of a court or not in the presence of a court, i.e., when one takes an oath on his own, at his own initiative. Ravina states his inference: On his own, yes, but administered by others, no. And it is taught in the last clause of the mishna: With regard to this, an oath on an utterance, and that, an oath taken in vain, even if he is administered the oath by others, he is liable.

³⁴⁶ These statements in the mishna are difficult, as they contradict each other. Rather, isn't it correct to conclude from it that this latter clause of the mishna is referring to one who answered amen to the administered oath. That former clause is referring to one who did not answer amen and is therefore liable only in the presence of a court.

³⁴⁷ The Gemara asks: But since his statement can be derived from tannaitic sources, what is Shmuel teaching us? The Gemara answers: He is teaching us the precise reading of the mishna. Since that halakha is not stated explicitly in the mishna, Shmuel saw fit to state it.

Chapter 4

¹ MISHNA: The oath of testimony is practiced with regard to men but not with regard to women, with regard to non-relatives of the litigants but not with regard to relatives, with regard to those fit to testify but not with regard to those unfit to testify due to a transgression that they performed. And the oath of testimony is practiced only with regard to those fit to testify.

² The oath of testimony is practiced both in the presence of a court and not in the presence of a court, when the potential witness takes the oath on his own. But if the oath is administered by others and those denying that they witnessed the incident in question neither take an oath nor answer amen to the administered oath, they are not liable until they deny any knowledge of the incident in question in court. This is the statement of Rabbi Meir. And the Rabbis say: Whether one of the witnesses takes the oath on his own or whether the oath is administered by others, the witnesses are not liable until they deny any knowledge of the incident in question before the litigants in court.

³ And one is liable for the act of taking a false oath with intent and for an unwitting act of taking a false oath, i.e., he is unaware of the liability for taking a false oath, provided that he takes the oath with intent in terms of the testimony, i.e., he takes an oath that he has no knowledge of the matter even though he knows that he witnessed the incident. But witnesses are not liable for taking the oath if they were unwitting in terms of the testimony, i.e., they believe that they have no knowledge of the matter. And what are they liable for by taking a false oath with intent? They are liable to bring a sliding-scale offering.

⁴ GEMARA: The mishna teaches that the oath of testimony is not practiced with regard to women because they are unfit to testify. The Gemara asks: From where is this matter, that women do not testify, derived? The Gemara answers: It is as the Sages taught in a baraita: When the verse states: “If an unrighteous witness rises up against any man...then the two men shall stand” (Deuteronomy 19:16–17), it is with regard to witnesses that the verse is speaking. Apparently, men, not women, may testify.

⁵ The baraita continues: Do you say that it is with regard to witnesses, or perhaps it is only with regard to litigants that the verse is speaking? When it states: “Between whom the controversy is” (Deuteronomy 19:17), the litigants are already stated in the verse. How do I realize the meaning of the phrase “then the two men shall stand”? Apparently, it is with regard to witnesses that the verse is speaking. And if it is your wish to say that this is not a proof, another proof may be cited. It is stated here: “The two men,” and it is stated there: “On the basis of two witnesses” (Deuteronomy 19:15); just as there, it is with regard to witnesses that the verse speaks, so too here, it is with regard to witnesses that the verse speaks.

⁶ The Gemara asks: What is the meaning of the statement of the baraita: And if it is your wish to say? Why is the initial proof inadequate? The Gemara answers: And if you would say that from the fact that the verse did not write: Then the two men and those between whom the controversy is shall stand, which would indicate that the verse changes its focus from the witnesses to the litigants, perhaps throughout the entire verse it is with regard to litigants that it is speaking. Therefore, the tanna cites an additional proof. It is stated here: “The two men,” and it is stated there: “On the basis of two witnesses”; just as there, it is with regard to witnesses that the verse speaks, so too here, it is with regard to witnesses that the verse speaks.

⁷ It is taught in another baraita: When the verse states: “Then the two men shall stand,” it is with regard to witnesses that the verse is speaking. The baraita continues: Do you say that it is with regard to witnesses, or perhaps it is only with regard to litigants that the verse is speaking? The tanna asks: Did you say that? If the reference is to litigants, why does the verse mention two? Do two people come to court for judgment but three people do not come to court for judgment? And if it is your wish to say that this is not a proof, another proof may be cited. It is stated here: “The two men,” and it is stated there: “On the basis of two witnesses”; just as there, it is with regard to witnesses that the verse speaks, so too here, it is with regard to witnesses that the verse speaks.

⁸ The Gemara asks: What is the meaning of: And if it is your wish to say? Why is the initial proof inadequate? The Gemara answers: And if you would say that even though there are cases where there are more than two litigants, it is with regard to a plaintiff and a defendant that the verse is speaking. Therefore, the tanna cites an additional proof. It is stated here: “The two men,” and it is stated there: “On the basis of two witnesses”; just as there, it is with regard to witnesses that the verse speaks, so too here, it is with regard to witnesses that the verse speaks.

⁹ It is taught in another baraita: When the verse states: “Then the two men shall stand,” it is with regard to witnesses that the verse is speaking. The baraita continues: Do you say that it is with regard to witnesses, or perhaps it is only with regard to litigants that the verse is speaking? The tanna asks: Did you say that? If the reference is to litigants, why does the verse mention men? Do men come to court for judgment but women do not come to court for judgment? And if it is your wish to say that this is not a proof, another proof may be cited. It is stated here: “The two men,” and it is stated there: “On the basis of two witnesses”; just as there, it is with regard to witnesses that the verse speaks, so too here, it is with regard to witnesses that the verse speaks.

¹⁰ The Gemara asks: What is the meaning of: And if it is your wish to say? Why is the initial proof inadequate? The Gemara answers that it means: And if you would say that with regard to a woman, it is not typical conduct for her to appear in court due to the verse that is stated with regard to women: “All the glory of the king’s daughter is within” (Psalms 45:14), and that is why the verse addressed a situation that is prevalent, i.e., a case where the litigants are men, and there is no proof that women are unfit for testimony. Therefore, the tanna cites an additional proof. It is stated here: “The two men,” and it is stated there: “On the basis of two witnesses”; just as there, it is with regard to witnesses that the verse speaks, so too here, it is with regard to witnesses that the verse speaks.

¹¹ § The Gemara cites another interpretation of the verse. The Sages taught: “Then the two men shall stand”; this indicates that there is a mitzva for the litigants to stand during the court proceedings. Rabbi Yehuda said: I heard that if the judges wished to seat both of the litigants, they may seat them. What, then, is prohibited for the judges? They must ensure that there will not be a situation where one litigant is standing and one litigant is sitting, or a situation where one litigant says everything that he needs to say to present his case and one litigant, the judge says to him: Curtail your statement.

¹² The Sages taught: The verse states: “But in righteousness shall you judge your colleague” (Leviticus 19:15), from which it is derived: The court must ensure that there will not be a situation where one litigant is sitting and one litigant is standing, or a situation where one litigant says everything that he needs to say to present his case and one litigant, the judge says to him: Curtail your statement. Alternatively, it is derived from the verse: “But in righteousness shall you judge your

colleague,” that you should judge another favorably, and seek to find justification for his actions, even if when interpreted differently his actions could be judged unfavorably.

¹³ Rav Yosef teaches that from the verse: “But in righteousness shall you judge your colleague [amitekha],” it is derived: With regard to one who is with you [im she’itekha] in observance of Torah and in fulfillment of mitzvot, try to judge him favorably, in the manner that the Gemara will now explain.

¹⁴ The Gemara relates: Rav Ulla, son of Rav Ilai, had a trial pending before Rav Nahman. Rav Yosef sent a message to Rav Nahman: Ulla our friend is a colleague in Torah and mitzvot, with regard to whom the verse states that you should judge him favorably. Rav Nahman said: For what purpose did he send this message to me? Does he expect me to grant him preferential treatment? Every judgment must be undertaken with righteousness. Rav Nahman then said: Rav Yosef sent me the message to ensure I would open with Rav Ulla’s dispute in the event that other cases come before me for judgment, in deference to the Torah because he is a Torah scholar.

¹⁵ Alternatively, Rav Yosef informed me that Rav Ulla is a Torah scholar with regard to circumstances where the ruling is not clear-cut and the decision is rendered based on the discretion of the judges, that is, when the court is unable to rule solely based on the testimony presented in court and the judges arrive at their ruling based on their sense of the matter. Rav Yosef informed Rav Nahman that if the case is decided based on judicial discretion, Rav Ulla is worthy of having the decision ruled in his favor.

¹⁶ § Ulla says: The dispute between the Rabbis and Rabbi Yehuda with regard to the obligation to stand in court is only with regard to the litigants; but with regard to the witnesses, everyone agrees that they testify while standing, as it is written: “Then the two men shall stand” (Deuteronomy 19:17). Rav Huna says: The dispute whether the litigants are required to stand is only at the time of the deliberation, but at the time of the verdict, everyone agrees that the judges issue the verdict while sitting and the litigants receive the verdict while standing, as it is written: “And Moses sat to judge the people and the people stood” (Exodus 18:13).

¹⁷ The Gemara presents an alternative version of the statement of Rav Huna: The dispute whether the litigants are required to stand is only at the time of the deliberation, but at the time of the verdict, everyone agrees that the judges issue the verdict while sitting and the litigants receive the verdict while standing, as concerning the witnesses, the status of the stage of their testimony is like that of the stage of the verdict, and it is written concerning them: “Then the two men shall stand.”

¹⁸ The Gemara relates: The wife of Rav Huna had a trial pending before Rav Nahman. Rav Nahman said: What should we do? If I will arise before her in deference to her status as the wife of a Torah scholar, the claims of the other litigant will be suppressed, as it will be mistaken as a display of preference for the wife of Rav Huna, since not everyone is aware that one is required to show deference to the wife of a Torah scholar. If I will not arise before her, that would run counter to the principle that in terms of deference, the status of the wife of a ḥaver is like that of a ḥaver, who is devoted to the meticulous observance of mitzvot. Rav Nahman said to his attendant: Go outside and cause a duck to fly and cast it onto me, and in that way I will be forced to arise in a manner that will fulfill the obligation to rise, without intimidating the other litigant.

¹⁹ The Gemara asks: But doesn’t the Master, Rav Huna, say: The dispute between Rabbi Yehuda and the Rabbis whether the litigants are required to stand is only at the time of the deliberation, but at the

time of the verdict, everyone agrees that the judges issue the verdict while sitting and the litigants receive the verdict while standing? How, then, can Rav Nahman rise? The Gemara responds: One may fulfill both requirements in a case where he sits like one who unties his shoe, neither completely standing nor completely sitting, and says his verdict: So-and-so, you are innocent, and so-and-so, you are guilty.

²⁰ § Rabba bar Rav Huna says: In this situation where a Torah scholar [tzurva merabbanan] and an am ha'aretz have a court case with one another, we seat the Torah scholar, and to the am ha'aretz we also say: Sit. And if he chooses to stand due to deference, we have no problem with it.

²¹ The Gemara relates: Rav bar Sherevyia had a trial pending before Rav Pappa. Rav Pappa seated him and also seated his litigant counterpart, who was an am ha'aretz. An agent of the court came and kicked and stood the am ha'aretz on his feet to show deference to the Torah scholars there, and Rav Pappa did not say to him: Sit. The Gemara asks: How did Rav Pappa act in that manner by not instructing the am ha'aretz to sit again? But aren't the claims of the am ha'aretz suppressed by Rav Pappa's perceived preferential treatment of Rav bar Sherevyia? The Gemara responds: Rav Pappa said to himself that the litigant will not perceive bias, as he says: The judge seated me; it is the agent of the court who is displeased with me and compelled me to stand.

²² And Rabba bar Rav Huna says: In this situation where a Torah scholar and an am ha'aretz have a court case with one another, let the Torah scholar not come to court early and sit with the judge in order to learn from him, due to the fact that by doing so he appears as one who is consulting the judge to arrange his legal claims, and that is prohibited. And we said this only in a case where there is not a fixed time for the Torah scholar to study with the judge at that hour; but if there is a fixed time for him to study with the judge at that hour, we have no problem with it, as the other litigant will say: He is occupied with his fixed study time, and the fact that he sat before the judge is unrelated to the case.

²³ § And Rabba bar Rav Huna says: In the case of a certain Torah scholar who knows testimony relevant to a certain individual, but it is a demeaning matter for him to go to the court consisting of a judge who is less prominent than he in order to testify before him, let him not go and testify. Rav Sheisha, son of Rav Idi, said: We learn that halakha in a mishna (Bava Metzia 29b) as well: If one found a sack or a basket, and it is not his typical manner to take it, he shall not take it in order to return it to its owner. Evidently, a Torah scholar may refrain from performing the mitzva to return a lost item (see Deuteronomy 22:1–3) if it is not in keeping with his stature.

²⁴ The Gemara notes: This matter applies only with regard to cases involving monetary matters; but in cases involving ritual matters, the dignity of the Torah scholar is not a consideration, as it is written: "There is neither wisdom nor understanding nor counsel against the Lord" (Proverbs 21:30), from which it is derived: Wherever there is desecration of the name of the Lord, one does not show deference to the teacher. Rather, the Torah scholar forgoes the honor due him in order to avoid violation of any prohibition that would desecrate the name of God.

²⁵ The Gemara relates: Rav Yeimar knew testimony relevant to the case of Mar Zutra. He came before Ameimar, who seated all the witnesses in deference to Rav Yeimar. Rav Ashi said to Ameimar: But doesn't Ulla say that the dispute between the Rabbis and Rabbi Yehuda with regard to the obligation to stand in court is only with regard to the litigants, but with regard to the witnesses, everyone agrees that they testify while standing? Ameimar said to him: This, i.e., witnesses standing

during testimony, is a positive mitzva, and that, i.e., treating Torah scholars with deference and allowing Rav Yeimar to sit, is a positive mitzva, and the positive mitzva of deference to the Torah takes precedence. Ameimar seated Rav Yeimar in deference to the Torah. In order to prevent a miscarriage of justice, he seated all the witnesses.

²⁶ § The Gemara provides a mnemonic for the ensuing discussion: Advocacy, ignoramus, robbery, fraud.

²⁷ The Sages taught: From where is it derived that a judge should not engage in advocacy [saneigeron] for his own statements and devise various pretexts to justify his erroneous rulings? It is derived as the verse states: “Distance yourself from a false matter” (Exodus 23:7). And from where is it derived with regard to a judge that a student who is an ignoramus should not sit before him to discuss the proceedings? It is derived as the verse states: “Distance yourself from a false matter.” When an ignorant student engages in the proceedings, he is apt to cause the judge to err in judgment.

²⁸ From where is it derived that a judge who knows that another judge is a robber and is disqualified from serving as a judge; and likewise, a witness who knows that another witness is a robber and is disqualified from serving as a witness; from where is it derived that he should not join him in judgment or testimony? It is derived as the verse states: “Distance yourself from a false matter.”

²⁹ From where is it derived that in a case where a judge who knows that the witnesses testifying before him are lying even though he is unable to prove it through their cross-examination and with regard to the verdict the result will be that it is fraudulent, that he should not say: Since the witnesses are testifying and I cannot prove their deceit, I will decide the case based on their testimony, and let

³⁰ the chain [kolar] of culpability for the miscarriage of justice be placed around the neck of the false witnesses? It is derived as the verse states: “Distance yourself from a false matter.”

³¹ The Gemara provides a mnemonic for additional halakhot derived from the verse: “Distance yourself from a false matter.” Three relating to a student; and three relating to creditors; and three relating to a judge: Rags, hears, and explain.

³² From where is it derived with regard to a student who is sitting before his teacher and sees a claim that provides advantage for a poor person and disadvantage for a wealthy person that he shall not remain silent? It is derived as the verse states: “Distance yourself from a false matter.”

³³ From where is it derived with regard to a student who sees his teacher who is erring in judgment that he shall not say: I will wait for my teacher until he concludes the trial and then I will contradict him and construct a ruling of my own so that the verdict will be attributed to my name? It is derived as the verse states: “Distance yourself from a false matter.”

³⁴ From where is it derived with regard to a student whose teacher said to him: You know concerning me that even if one were to give me one hundred times one hundred dinars, I would not fabricate a claim. Now, I have one hundred dinars in the possession of so-and-so, to whom I lent money, but I have only one witness of the two required to testify about the loan and enable me to collect payment; from where is it derived that the student shall not join with the other witness and testify? It is derived as the verse states: “Distance yourself from a false matter” (Exodus 23:7).

³⁵ The Gemara asks: Is it from the verse “Distance yourself from a false matter” that this matter is derived? But isn’t he certainly lying in that case, and this is already stated, as the Merciful One states: “You shall not bear false witness against your neighbor” (Exodus 20:13)? Rather, the

reference is to a case where the teacher said to him: It is certain that I have one witness, and you come and stand there beside him and do not say anything, as in that manner you do not express a lie from your mouth. Your silent presence will create the impression that I have two witnesses and lead the debtor to admit his debt. Even so, it is prohibited to do this, due to that which is stated: “Distance yourself from a false matter.”

³⁶ There are three halakhot with regard to a creditor: From where is it derived with regard to one who is seeking repayment from another of a debt of one hundred dinars, and there are no witnesses to that effect, that he shall not say: I will claim that he owes me two hundred dinars so that he will admit that he owes me one hundred dinars, and he will become liable to take an oath to me, the oath of one who admits to part of a claim, and on that basis I will extend the oath and compel him to take an oath with regard to a debt that he owes me from another place? It is derived as the verse states: “Distance yourself from a false matter.”

³⁷ From where is it derived with regard to one who is seeking repayment from another of a debt of one hundred dinars and claims that the debtor owes him two hundred dinars, that the debtor shall not say: I will completely deny his claim in court, and I will admit to him outside court so that I will not become liable to take an oath to him and he will not extend the oath and compel me to take an oath with regard to a debt that I owe him from another place? It is derived as the verse states: “Distance yourself from a false matter.”

³⁸ From where is it derived with regard to three who are seeking repayment from one individual for a total of one hundred dinars, that one of the three should not assume the role of a sole litigant and claim one hundred dinars, and the other two will assume the role of witnesses so that they will exact payment of one hundred dinars from the debtor and divide it among them? It is derived as the verse states: “Distance yourself from a false matter.”

³⁹ There are three halakhot with regard to a judge: From where is it derived with regard to two individuals who came to judgment, one dressed in rags and one dressed in a garment worth one hundred times one hundred dinars, that the judges say to the wealthy person: Dress like the poor person or dress the poor person in a garment like yours? It is derived as the verse states: “Distance yourself from a false matter.” The Gemara relates: When individuals would come before Rava bar Rav Huna for judgment he would say to them: Remove your fine shoes [puzmukaikhu] and descend for judgment, so you will not appear more distinguished than the other litigant.

⁴⁰ From where is it derived that a judge should not hear the statement of one litigant before the other litigant comes to court? It is derived as the verse states: “Distance yourself from a false matter.”

⁴¹ From where is it derived that a litigant shall not explain the rationale behind his statements to the judge before the other litigant comes to court? It is derived as the verse states: “Distance yourself from a false matter.” Rav Kahana teaches that this halakha is derived from that which is written: “You shall not accept [lo tissa] a false report” (Exodus 23:1), which he interprets as though it is written: You shall not cause others [lo tassi] to accept a false report.

⁴² The verse states: “And did that which is not good among his people” (Ezekiel 18:18). Rav says: This is referring to one who comes to court with authorization to present claims on behalf of another. And Shmuel says: This is referring to one who purchases a field concerning which there are those who contest ownership of it, as in that way, he involves himself in the disputes of others.

⁴³ § The mishna teaches that the oath of testimony is practiced only with regard to those fit to testify. The Gemara asks: This statement serves to exclude what person not allowed to testify who was not mentioned explicitly in the mishna? Rav Pappa said: It serves to exclude a king who, although he is neither a relative nor otherwise disqualified from testifying, does not testify in court. And Rav Aha bar Ya'akov said: It serves to exclude one who plays with dice, who is disqualified as a witness by rabbinic law.

⁴⁴ The Gemara notes: According to the one who says that the mishna excludes one who plays with dice from the oath of testimony, all the more so should a king be excluded, as he does not testify by Torah law. And according to the one who says that the mishna excludes a king from the oath of testimony, it may exclude only a king, but perhaps one who plays with dice is not excluded, as by Torah law he is fit to testify and it is the Sages who disqualified him. Therefore, he is not excluded from the oath of testimony, which is by Torah law.

⁴⁵ § The mishna teaches: The oath of testimony is practiced both in the presence of the court and not in the presence of the court, when the potential witness takes the oath on his own. And if the oath is administered by others he is liable only when he denies, in court, any knowledge of the incident in question. This is the statement of Rabbi Meir. And the Rabbis say: Whether the witness takes the oath on his own or whether the oath is administered by others, he is liable only when he denies, in court, any knowledge of the incident in question. The Gemara asks: With regard to what do they disagree?

⁴⁶ The Sages said the explanation before Rav Pappa: They disagree with regard to the method of derivation by means of a verbal analogy. Is the method to infer the halakha from the source of the verbal analogy and derive the details from that source as well, or is the method to infer the halakha from it but interpret the halakha according to its own place?

⁴⁷ The Gemara elaborates: Rabbi Meir holds: Infer from it and derive the details from it. The halakha of the oath of testimony is derived from the halakha of an oath on a deposit: Just as in the case of the oath on a deposit, one who takes the oath on his own is liable, so too in the case of the oath of testimony, one who takes the oath on his own is liable. And derive the details from it: Just as in the case of the oath on a deposit one is liable whether he took the oath in court or he took the oath not in court, so too in the case of the oath of testimony, one is liable whether he took the oath in court or he took the oath not in court.

⁴⁸ And the Rabbis hold: Infer the halakha from it but interpret the halakha according to its own place. The halakha of the oath of testimony is derived from the halakha of an oath on a deposit: Just as in the case of the oath on a deposit, one who takes the oath on his own is liable, so too in the case of the oath of testimony, one who takes the oath on his own is liable. But interpret the halakha according to its own place and derive the details of the halakha from the halakhot of the oath of testimony: Just as in the case of one who was administered an oath by others, if he denies knowledge of the matter in court, yes, he is liable, and if his denial does not take place in court, no, he is not liable; so too, one who took the oath on his own, if he did so in court, yes, he is liable, and if he did not take the oath in court, no, he is not liable.

⁴⁹ Rav Pappa said to the Rabbis: If the Rabbis derive liability for one who takes a false oath of testimony on his own by means of a verbal analogy from the oath on a deposit, then everyone agrees: Infer from it and derive the details from it, and even the Rabbis would concede that all of the

halakhot of the oath of testimony are derived from the oath on a deposit; therefore, one is liable for an oath taken on one's own even outside the court.

⁵⁰ Rather, this is the reason that the Rabbis hold that there is no liability for the oath of testimony taken on one's own outside the court: They derive it by means of an a fortiori inference from the halakhot of the oath of testimony itself, as follows: And if one who was administered an oath by others is liable, when one takes the oath on his own, is he not all the more so liable?

⁵¹ And from the fact that they derived the halakha by means of an a fortiori inference, one is bound by the limitations that restrict that derivation: It is sufficient for the conclusion that emerges from an a fortiori inference to be like its source. Therefore, just as one who is administered an oath by others, if the oath is administered in court, yes, he is liable, and if it is not administered in court, no, he is not liable, so too, one who took the oath on his own, before a court, yes, he is liable, and if it is not before a court, no, he is not liable.

⁵² The Rabbis said to Rav Pappa: How can you say that it is not with regard to the matter of: Infer from it and derive the details from it, that they disagree? But didn't we learn in the mishna with regard to the oath on a deposit: The oath on a deposit is practiced with regard to men and with regard to women, with regard to non-relatives and with regard to relatives, with regard to those fit to testify and with regard to those unfit to testify. The oath on a deposit is practiced both in the presence of the court and not in the presence of the court, when the bailee takes the oath on his own. And if the oath is administered by others, he is not liable until he denies responsibility for the deposit in court. This is the statement of Rabbi Meir. And the Rabbis say: Whether the bailee takes the oath on his own or whether the oath is administered by others, once he denied the claim concerning the deposit he is liable.

⁵³ The question arises: From where do the Rabbis derive that one who is administered an oath on a deposit by others is liable, given that an oath of that kind is not mentioned in the Torah in the context of an oath on a deposit? Is it not that they derive it from the halakhot of the oath of testimony? And conclude from it that it is with regard to the matter of: Infer from it and derive the details from it, that they disagree? The Rabbis hold: Infer the halakha from it but interpret the halakha according to its own place. The fact that one is liable for an oath on a deposit that is administered by others is derived from the oath of testimony, but one does not derive that one is liable only if that oath is administered in the presence of a court. Rather, the oath on a deposit administered by others is derived from an oath on a deposit taken on one's own; one is liable in both cases for an oath taken not in the presence of the court.

⁵⁴ Rav Pappa said to the Rabbis: From that mishna, yes, it is evident that the Rabbis and Rabbi Meir disagree with regard to the matter of: Infer from it and derive the details from it. However, no inference is to be learned from this mishna taught with regard to the oath of testimony, as perhaps the Rabbis derived their opinion by means of an a fortiori inference.

⁵⁵ § The mishna teaches: And one is liable for the act of taking a false oath with intent. The Gemara asks: From where is this matter derived that one is liable to bring a sliding-scale offering for taking a false oath of testimony with intent? It is derived as the Sages taught: In all of the other cases where one is liable to bring a sliding-scale offering (see Leviticus 5:2–4), i.e., the defiling of the Temple or its sacrificial foods, and violating an oath on an utterance, it is stated: "And it is hidden"; but here,

with regard to the oath of testimony, it is not stated: And it is hidden, which serves to render one liable for taking the oath intentionally just as he is liable for taking the oath unwittingly.

⁵⁶ § The mishna teaches: And one is liable for an unwitting act of taking a false oath provided that he takes the oath with intent in terms of the testimony. The Gemara asks: What are the circumstances of the case of an unwitting act of taking a false oath with intent in terms of the testimony? Rav Yehuda says that Rav says that this is in the case of one who says: I know that taking this false oath that I do not know the relevant information is prohibited, but I do not know whether or not one is liable to bring an offering for taking that oath.

⁵⁷ The mishna teaches: But they are not liable for taking the oath if they were unwitting in terms of the testimony alone. If one actually forgot that he knows about the matter, he is exempt from bringing an offering. The Gemara asks: Shall we say that we learn in the mishna that which Rav said in response to the dispute of Rav Kahana and Rav Asi? The Gemara (26a) cited a dispute between Rav Kahana and Rav Asi with regard to a certain statement of Rav, and each took an oath that his version was accurate. Rav told them that although the version of one of the amora'im was not accurate, he is not liable for taking a false oath, as each amora was convinced that his oath was true. This is not an unwitting oath; rather, it is an oath taken unaware.

⁵⁸ The Gemara responds: No, even though we learned this halakha in the mishna, Rav's statement that the one who did not cite Rav's statement accurately is exempt was necessary. It may enter your mind to say: It is only here, with regard to the oath of testimony, that one is exempt for unwittingly taking a false oath, as: And it is hidden, is not written concerning it, indicating that in order to be liable, we require that the halakhic status of the unwitting oath is similar to that of an intentional oath, i.e., he knows that he is taking a false oath, but he does not know that he is liable to bring an offering for doing so. Therefore, one who is unaware that it is a false oath is exempt. But there, in the case of Rav Kahana and Rav Asi, where each took an oath on an utterance, where it is written: "And it is hidden," even if it is entirely unwitting, i.e., they were totally unaware that the oath was false, one might say that he is liable. Therefore, Rav teaches us that even in the case of an oath on an utterance, one who is unwitting to that extent is exempt.

⁵⁹ MISHNA: Liability to bring a sliding-scale offering for taking a false oath of testimony, how so? In a case where the plaintiff said to two individuals: Come and testify on my behalf, and they replied: On our oath we do not know any testimony on your behalf, i.e., we do not have any knowledge of the matter you speak of, or in a case where they said to him: We do not know any testimony on your behalf, and he said to them: I administer an oath to you, and they said: Amen; if it was determined that they lied, these two witnesses are liable.

⁶⁰ If he administered an oath to them five times outside the court, and they came to court and admitted that they had knowledge of the incident in question and testified, they are exempt. But if they denied knowledge of the incident in court as well, they are liable for each and every one of the oaths administered to them outside the court. If he administered an oath to them five times before the court, and they denied knowledge of the incident, they are liable for taking only one false oath. Rabbi Shimon said: What is the reason for this ruling? Since once they denied that they had any knowledge of the incident they can no longer retract that denial and admit that they have knowledge of the matter. Therefore, there was only one oath of testimony, and there is no liability for the remaining oaths.

⁶¹ If both of the witnesses denied knowledge of the incident together, both of them are liable. If they denied knowledge one after the other, the first who denied knowledge is liable, and the second is exempt, as once the first witness denies knowledge of the incident, the second is an individual witness, whose testimony is not decisive. If one of the two witnesses denied knowledge of the incident, and the other one admitted that he had knowledge and proceeded to testify, the one who denies knowledge of the incident is liable.

⁶² If there were two sets of witnesses that took the oath of testimony, and the first set denied knowledge of the matter and then the second set denied knowledge of the matter, both of the sets are liable, because the testimony can exist with either of them, as even after the first set denies knowledge of the incident, the second remains capable of providing decisive testimony.

⁶³ GEMARA: Shmuel says: If the witnesses saw the plaintiff pursuing them, and they said to him: For what reason are you pursuing us? On our oath we do not know any testimony on your behalf, they are exempt, until they will hear a demand to testify directly from his mouth. The Gemara asks: What is Shmuel teaching us? We learn this in a mishna (35a): If the plaintiff sent a request for testimony with his servant, or if the respondent said to the potential witnesses: I administer an oath to you that if you know any testimony on behalf of the plaintiff, i.e., my opponent in the litigation, you will come and testify on his behalf, and they took a false oath that they have no knowledge of the incident, they are exempt,

⁶⁴ until they hear a demand to testify directly from the mouth of the plaintiff.

⁶⁵ The Gemara answers: Mentioning the case of the plaintiff pursuing them was necessary for Shmuel, as otherwise it could enter your mind to say: Since the plaintiff is pursuing them, it is like the case of one who says to them directly to testify. Therefore, Shmuel teaches us that although the intent of the plaintiff is for them to testify, the witnesses are liable only if he tells them so explicitly.

⁶⁶ The Gemara asks: But this too, we learn in the mishna: Liability to bring a sliding-scale offering for taking a false oath of testimony, how so? In a case where the plaintiff said to two witnesses: Come and testify on my behalf, and they replied: On our oath, etc., from which it can be inferred that if the plaintiff said this to the witnesses, yes, they are liable, and if he did not say this to the witnesses, no, they are not liable.

⁶⁷ The Gemara rejects this: No proof may be cited from the mishna, as perhaps when the tanna states: In a case where the plaintiff said, he did not mean that this is the halakha only in a case where he specifically verbalized his demand that they testify; rather, the same would be true even if he conveyed his intent in a non-verbal manner.

⁶⁸ As, if you do not say so and assert that the language of the mishna is precise and one is liable only if the oath was in response to a verbal demand, then as for the mishna (36b), which teaches with regard to a deposit: Liability to bring a guilt-offering for taking a false oath on a deposit, how so? In a case where the owner said to the bailee: Give me the deposit that belongs to me and is in your possession, would you say there, also, that if the owner said this to the bailee, yes, he is liable, and if he did not say this to the bailee, no, he is not liable? But doesn't the verse "And deals falsely with his colleague in a matter of deposit" (Leviticus 5:21) indicate that the bailee is liable for any denial of the deposit at all, unrelated to the nature of the claim raised by the owner of the item?

⁶⁹ Rather, it must be that when the tanna says with regard to the oath on a deposit: In a case where the owner said to the bailee, he did not mean that this is the halakha only in a case where he specifically verbalized his demand. Here too, with regard to the oath of testimony, the tanna did not mean that this is the halakha only in a case where the plaintiff specifically verbalized his demand.

⁷⁰ The Gemara asks: What is this comparison? Granted, if you say that here, when the tanna says in the mishna with regard to the oath of testimony: In a case where the plaintiff said to two individuals, it is specifically in a case where the plaintiff verbalized his demand, one could explain that the tanna taught there, with regard to the oath on a deposit: In a case where the owner said, due to the fact that he employed that formulation here in the mishna. Tanna'im frequently employ uniform language in different cases, even though there are halakhic differences between them. But if you say that neither there with regard to the oath on a deposit is it specifically in a case where the owner verbally said, nor here with regard to the oath of testimony is it specifically in a case where the plaintiff verbally said, why do I need to teach: Said, said, in both instances?

⁷¹ The Gemara answers: Perhaps the tanna is teaching us the matter in the manner in which it typically occurs, as both a plaintiff and the owner of a deposit typically articulate their claims verbally. It may still be that if the demand was conveyed non-verbally, the witness is liable. Since there is no proof from the mishna, the statement of Shmuel is necessary to teach that if the demand is not articulated verbally, the witness is not liable for taking a false oath.

⁷² The Gemara notes that it is taught in a baraita in accordance with the opinion of Shmuel: In a case where the witnesses saw that the plaintiff was pursuing them, and they said to him: For what reason are you pursuing us; on our oath we do not know testimony on your behalf, they are exempt. And if it is with regard to an oath on a deposit, in a case where the owner is pursuing the bailee and he denies that the deposit is in his possession, the bailees are liable, as they are liable for any denial of the deposit at all, irrespective of the nature of the claim raised by the owner of the item.

⁷³ § The mishna teaches: If he administered an oath to them five times and they came to court and admitted that they had knowledge of the incident and testified, they are exempt. But if they denied knowledge of the incident in court as well, they are liable for each and every one of the oaths administered to them outside the court.

⁷⁴ The Gemara asks: From where do we derive that it is specifically for denial in court that they are liable, and they are not liable for denial outside court?

⁷⁵ Abaye said: It is derived as the verse states with regard to the oath of testimony: "If he does not utter it, he shall bear his iniquity" (Leviticus 5:1), from which it is derived: I said this halakha to you only in a place where, were this witness to utter his testimony, that other individual becomes liable to make a monetary payment, i.e., in court. He is not liable for denial in a place where his testimony would not render one liable to pay.

⁷⁶ Rav Pappa said to Abaye: If so, say that it is not the denial but the oath itself; if it is taken in court, yes, he is liable, and if it is that which is not taken in court, no, he is not liable.

⁷⁷ Abaye said to Rav Pappa: That should not enter your mind, as it is taught in a baraita that the verse: "And it will be when he is guilty of any one of these" (Leviticus 5:5), serves to render one liable to bring an offering for each and every instance when one repeatedly performs the transgressions for which one is liable to bring a sliding-scale offering. And if it enters your mind that

one is liable only for an oath taken in court, is one liable for each and every oath? But didn't we learn in the mishna: If he administered an oath to them five times before the court, and they denied knowledge of any testimony relating to the incident, they are liable for taking only one false oath. Rabbi Shimon said: What is the reason for this ruling? Since once they denied that they had any knowledge of the matter they can no longer retract that denial and admit that they have knowledge of the matter. Abaye explains: Rather, must one not conclude from it that one is liable for each and every oath taken outside court; but one is liable only if the denial is in court?

⁷⁸ § The mishna teaches: If both of the witnesses denied knowledge of the incident together, both of them are liable. The Gemara asks: But isn't it impossible for two events to coincide precisely? By necessity, one denial must have preceded the other.

⁷⁹ Rav Ḥisda said: In accordance with whose opinion is this mishna? It is in accordance with the opinion of Rabbi Yosei HaGelili, who says: It is possible for two events to coincide precisely.

⁸⁰ Rabbi Yoḥanan said: Even if you say that the mishna is in accordance with the opinion of the Rabbis who disagree with Rabbi Yosei HaGelili, the mishna can be interpreted in a case where both of them denied knowledge of relevant testimony within the time required for speaking a short phrase, and the halakhic status of a pause or retraction within the time required for speaking a short phrase is like that of continuous speech. Although the two statements did not coincide precisely, their halakhic status is as if they did.

⁸¹ Rav Aḥa of Difti said to Ravina: After all, how long is the duration of: Within the time required for speaking a short phrase? It is an interval equivalent to the duration of the three-word greeting of a student to his teacher: Shalom alekha rabbi. Some say that it is a briefer interval, equivalent to the duration of the two-word greeting of a teacher to his student: Shalom alekha. According to either opinion, in the time that elapses until the two of them say: On my oath we do not know any testimony for you, it is an interval greater than the time required to utter those words. How, then, can the mishna be interpreted as referring to a case where they stated their denials within the time required for speaking those words? Ravina said to Rav Aḥa of Difti: The case in the mishna is one where each and every potential witness will issue his denial within the time required for speaking, starting from the end of the statement of the other.

⁸² § The mishna teaches: If they denied knowledge one after the other, the first one who denied knowledge is liable, and the second one is exempt, as once the first witness denies knowledge of the incident, the second is an individual witness, whose testimony is not decisive, and he is exempt from the oath of testimony. The Gemara notes: The mishna is not in accordance with the opinion of this tanna, as it is taught in a baraita: In the case of one who administers an oath to one witness, the witness is exempt from bringing an offering for taking a false oath of testimony; and Rabbi Elazar, son of Rabbi Shimon, deems the witness liable to bring an offering. In his opinion, the second witness in the case in the mishna would be liable, not exempt.

⁸³ The Gemara suggests: Let us say that they disagree about this: One Sage, the first tanna, holds: When one witness comes to testify, it is to render the one against whom he is testifying liable to take an oath, and that is the reason that he is coming, as one witness cannot render him liable to make a monetary payment. And one Sage, Rabbi Elazar, son of Rabbi Shimon, holds: When one witness comes to testify, it is to render the one against whom he is testifying liable to make a monetary

payment, and that is the reason that he is coming. The tanna'im disagree whether denial by one witness constitutes a denial with regard to monetary matters.

⁸⁴ The Gemara rejects this: And how can you understand their dispute in that way? Doesn't Abaye say: All concede with regard to a witness in the case of a sota that he is liable for taking a false oath of testimony; and all concede with regard to witnesses in the case of a sota; and there is a dispute with regard to witnesses in the case of a sota. All concede with regard to one witness that he is not liable for taking a false oath of testimony because he cannot render another liable to make a monetary payment; and all concede with regard to a witness testifying on behalf of the claimant when his counterpart, the defendant, is suspect about the oath.

⁸⁵ The Gemara suggests: Rather, all concede that when one witness comes to testify, it is to render the one against whom he is testifying liable to take an oath, and that is the reason he is coming. And here they disagree about this: One Sage, Rabbi Elazar, son of Rabbi Shimon, holds: A matter that causes financial loss is considered to have monetary value. Although the testimony of one witness does not render one liable for monetary payment, occasionally the party against whom he testified will prefer to pay rather than take the oath that the witness rendered him liable to take. In those cases, the testimony of one witness does in fact cause money to be paid. And one Sage, the first tanna, holds: A matter that causes financial loss is not considered to have monetary value.

⁸⁶ § With regard to the matter itself, Abaye says: All concede with regard to a witness in the case of a sota that he is liable for taking a false oath of testimony; and all concede with regard to witnesses in the case of a sota; and there is a dispute with regard to witnesses in the case of a sota. All concede with regard to one witness, and all concede with regard to a witness testifying on behalf of the claimant when his counterpart is suspect about the oath.

⁸⁷ The Gemara elaborates: All concede with regard to a witness in the case of a sota that he is liable for taking a false oath of testimony in the case of a witness of impurity. This is referring to a case where the husband issues a warning to his wife in the presence of two witnesses that she may not enter into seclusion with a certain man and witnesses testify that she entered into seclusion with him, and one witness testifies that she engaged in intercourse with that man, as in that case the Merciful One accorded credibility to the witness, as it is written with regard to a sota: "And there is no witness against her" (Numbers 5:13), that she engaged in intercourse. From that verse it is derived that any witness that there is against her is sufficient to render her forbidden to her husband and enable him to divorce her without paying the sum stipulated in the marriage contract. Therefore, the witness who testified that she engaged in intercourse with that man is for all intents and purposes a witness to a monetary matter.

⁸⁸ And all concede with regard to witnesses in the case of a sota that each witness is exempt from liability due to a false oath of testimony. This is referring to the case of witnesses of warning, who testify that the jealous husband warned his wife not to enter into seclusion with a certain man, as each witness is the cause of a cause of financial loss, not a direct cause of that loss. In order to lose payment of her marriage contract, in addition to the witnesses of warning, witnesses of seclusion would also be required, after which either a witness would testify that she engaged in intercourse or she would be required to drink the bitter water of a sota, either of which would confirm that she engaged in an adulterous relationship.

⁸⁹ And there is a dispute with regard to witnesses in the case of a sota; this is referring to witnesses of seclusion who testify that the woman who was warned by her husband in fact entered into seclusion with the man in question. One Sage, Rabbi Elazar, son of Rabbi Shimon, holds that a matter that causes financial loss is considered to have monetary value, and each witness is liable for taking a false oath of testimony, as had they testified the woman would lose her marriage contract. And one Sage, the Rabbis, hold that a matter that causes financial loss is not considered to have monetary value, and he is exempt.

⁹⁰ § It is stated above further: All concede with regard to a witness testifying on behalf of the claimant when his counterpart is suspect about the oath. All concede in the case of one witness, as in the incident with Rabbi Abba.

⁹¹ The Gemara elaborates: All concede with regard to a witness testifying on behalf of the claimant when his counterpart is suspect about the oath. The testimony of one witness renders the borrower liable to take an oath that he does not owe money. The Gemara asks: In a case where who is suspect? If we say that the borrower who is denying the debt is suspect, and it is a case where the lender says to the witness: If you came and testified on my behalf I would have taken an oath and taken the sum owed me from the borrower, since he is suspect with regard to oaths, why would the witness be liable for taking a false oath of testimony? Let the witness say to the lender: Who could say that you would have taken an oath? Since there is no certainty that he would have taken the oath, the witness is merely the cause of a cause of financial loss.

⁹² Rather, it is a case where both the borrower and the lender are suspect, as the Master says: Since both are suspect, the oath reverts to the one who is initially obligated to take it, i.e., the borrower, and since he is unable to take the oath because he is suspect, he pays the entire claim to the lender. One witness rendered the borrower liable to pay the debt.

⁹³ Abaye said: All concede in the case of one witness, as in the incident with Rabbi Abba. What are the circumstances? As there was a certain man who snatched a silver ingot from another. The one from whom it was taken came before Rabbi Ami while Rabbi Abba was sitting before him, and he went and brought one witness who testified that the defendant indeed snatched it from him. The one who snatched it said to him: Yes, it is true that I snatched it, but I merely snatched that which was mine.

⁹⁴ Rabbi Ami said: How shall judges rule in this case? Let the judges require him to pay. But there are not two witnesses who witnessed the robbery. Let the judges rule to exempt him from payment. But there is one witness that he snatched the ingot. Based on the testimony of that witness, let the alleged robber take an oath that he did not snatch the ingot. But once he said: Yes, I snatched it, but I merely snatched that which was mine, his halakhic status is like that of a robber, who is disqualified from taking an oath. Rabbi Abba said to him: He is one who is obligated to take an oath but is unable to take an oath, and anyone who is obligated to take an oath but is unable to take an oath is liable to pay. In that case, were that witness to take a false oath and deny knowledge of the matter, he would be liable.

⁹⁵ § Rav Pappa says: All concede with regard to the witness of a death that he is liable for taking an oath of testimony if he took a false oath and denied knowledge of the incident, and all concede with regard to the witness of a death that he is exempt in that case.

⁹⁶ The Gemara elaborates: All concede with regard to the witness of a death that he is exempt where he said to the wife herself that her husband is dead, but he did not tell it to the court, and now he denies his earlier statement, as we learned in a mishna (Eduyyot 1:12): The woman who said: My husband died, shall remarry on the basis of her own testimony. Likewise, if she says: My husband died, she shall enter into levirate marriage with her brother-in-law on the basis of her own testimony. The fact that the witness subsequently denied knowledge of the matter does not cause her to lose her marriage contract, since she can come to the court and testify based on the statement of the witness and collect her marriage contract.

⁹⁷ All concede with regard to the witness of a death that he is liable in a case where he did not say that the husband is dead to the wife herself nor did he say it to the court. In that case, his denial of knowledge of the matter causes the wife to lose payment of her marriage contract.

⁹⁸ The Gemara asks: Shall we conclude from here that according to Rav Pappa, in the case of one who administers an oath to witnesses with regard to land, the witnesses are liable for taking a false oath of testimony, given that the marriage contract here is collected from land belonging to the husband? This matter is subject to a dispute between the Sages (37b). The Gemara answers: No proof may be cited from here, as perhaps Rav Pappa is referring to a case where she seizes her husband's movable property as payment for her marriage contract. Therefore, this is not considered testimony with regard to land.

⁹⁹ § The mishna teaches: If one of the two witnesses denied knowledge of the incident, and the other one admitted that he had knowledge and proceeded to testify, the one who denies knowledge of the incident is liable. The Gemara asks: Why was it necessary to teach this halakha in the mishna? Now that in the previous case, where the potential witnesses both denied knowledge of the matter one after the other, you said: The first is liable and the second is exempt, in a case where one denied knowledge and one admitted that he had knowledge and proceeded to testify, is it necessary to mention that the one who denied knowledge is liable?

¹⁰⁰ The Gemara answers: No, it is necessary to state this halakha in a case where both of them denied knowledge of the matter, and one of them retracted his denial and admitted to knowledge of the matter within the time required for speaking a short phrase. And this teaches us that the halakhic status of a pause or retraction within the time required for speaking a short phrase is like that of continuous speech.

¹⁰¹ The Gemara asks: Granted, according to Rav Ḥisda, who interprets the previous case in the mishna in which the two witnesses denied knowledge of the incident as one, and they are liable in accordance with the opinion of Rabbi Yosei HaGelili, a different halakha may be learned from each clause in the mishna. It is learned from the first clause that it is possible for two events to coincide precisely, and the latter clause was necessary to teach us that the halakhic status of a pause or retraction within the time required for speaking a short phrase is like that of continuous speech. But according to Rabbi Yoḥanan, the halakha of: Within the time required for speaking a short phrase, is learned from the first clause, and the halakha of: Within the time required for speaking a short phrase, is learned from the latter clause. Why do I need two clauses to teach the same halakha?

¹⁰² The Gemara answers: Even according to Rabbi Yoḥanan, both clauses are necessary. Lest you say that this statement: The halakhic status of a pause or retraction within the time required for speaking a short phrase is like that of continuous speech, applies only in a case where the first statement is a

denial and the second statement is a denial; but in a case where the first statement is a denial and the second statement is an admission, say that no, its halakhic status is not like that of continuous speech and one cannot admit knowledge after having denied it. Therefore, the tanna teaches us that even in a case where he retracts the denial and admits his knowledge, its halakhic status is not like that of continuous speech.

¹⁰³ § The mishna teaches: If there were two sets of witnesses that took the oath of testimony, and the first set denied knowledge of the matter and thereafter, the second set denied knowledge of the matter, both sets of witnesses are liable. The Gemara asks: Granted, the second set will be held liable, as since the first set denied knowledge of the matter, the ability of the plaintiff to collect his monetary claim is dependent exclusively on the second set, and their denial caused his loss. But why is the first set liable?

¹⁰⁴ But the second set of witnesses still stands available to testify, so what loss did the first set cause the plaintiff when they denied knowledge of the matter?

¹⁰⁵ Ravina said: What are we dealing with here? We are dealing with a case where the two witnesses in the second set were relatives through their wives at the time of the denial of the first set of witnesses. The two witnesses in the second set were married to two sisters, and brothers-in-law are unfit to serve as witnesses together. Therefore, the claim of the plaintiff is entirely dependent upon the testimony of the first set of witnesses. And the sisters who were wives of the witnesses in the second set were moribund. Lest you say that since, presumably, the majority of individuals who are moribund will actually die very soon, and therefore these two witnesses are fit to testify together, therefore, the tanna teaches us that since now in any event, the wives had not yet died, their husbands remain unfit to testify together.

¹⁰⁶ MISHNA: In a case where the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that I have in the possession of so-and-so a deposit, and an outstanding loan, and a stolen item, and a lost item, and they lied in reply: On our oath we do not know any testimony on your behalf, they are liable for taking only one false oath of testimony.

¹⁰⁷ But if they lied in reply: On our oath we do not know that you have in the possession of so-and-so a deposit, and an outstanding loan, and a stolen item, and a lost item, they are liable for each and every one of the components of the claim. It is as though they took a separate oath with regard to each of the details of the claim.

¹⁰⁸ In a case where the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify that I have in the possession of so-and-so a deposit of wheat, and barley, and spelt, and they lied in reply: On our oath we do not know any testimony on your behalf, they are liable for taking only one false oath of testimony.

¹⁰⁹ But if they lied in reply: On our oath we do not know any testimony on your behalf that you have in the possession of so-and-so wheat, and barley, and spelt, they are liable for each and every one of the components of the claim.

¹¹⁰ In a case where the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that I have in the possession of so-and-so an outstanding payment for damage; or an outstanding payment for half the damage, which the

owner pays for damage caused by his innocuous ox goring another animal; or with regard to an outstanding payment of double the principal that a thief must pay the owner of the stolen item; or with regard to an outstanding payment of four or five times the principal that a thief pays when he stole a sheep or an ox, respectively, and then slaughtered or sold it; or in a case where the plaintiff said: I administer an oath to you concerning your refusal to testify if you do not come and testify that so-and-so raped my daughter; or, he seduced my daughter; or, that my son struck me; or, that another injured me; or, that he set my stack of grain on fire on Yom Kippur; if in any of these cases the witnesses took an oath falsely denying any knowledge of the matter on behalf of the plaintiff, these witnesses are liable for taking a false oath of testimony.

¹¹¹ GEMARA: A dilemma was raised before the Sages: In a case where one administers an oath to witnesses concerning a fine if they do not come and testify that one performed an action that renders him liable to pay a sum fixed by the Torah as penalty for that action, what is the halakha? Is it like any other case of an oath administered to witnesses in monetary matters or not?

¹¹² The Gemara refines the dilemma: According to the opinion of Rabbi Elazar, son of Rabbi Shimon, do not raise the dilemma, as he says in a case where one performed an action in the presence of witnesses for which he is liable to pay a fine, and before the witnesses testified, he admitted his liability, even though the principle is: One who admits that he is liable to pay a fine is exempt from paying the fine, the witnesses shall come and testify and render the one who performed the action liable to pay the fine. In his opinion, payment of the fine is dependent upon their testimony, and therefore if they lie, they are liable for taking a false oath of testimony.

¹¹³ When should you raise the dilemma? Raise it according to the opinion of the Rabbis who disagree with Rabbi Elazar, son of Rabbi Shimon, as they say: One who admits he is liable to pay a fine is exempt, even if afterward witnesses came and testified to his liability. The case in the mishna is one where the plaintiff demanded that the witnesses testify on his behalf before the defendant admitted knowledge of the fine.

¹¹⁴ The Gemara seeks to clarify: And the Rabbis, who expressed their opinion there that one who admits he is liable to pay a fine is exempt, even if afterward witnesses come, in accordance with whose opinion do they hold? If we say that they hold in accordance with the opinion of Rabbi Elazar, son of Rabbi Shimon, cited here (32a), doesn't he say: A matter that causes financial loss is considered to have monetary value with regard to the oath of testimony? Witnesses who testify concerning a fine also cause financial loss, as, if the individual does not admit his liability, he will be liable to pay the fine based on their testimony.

¹¹⁵ Rather, apparently, the Rabbis there hold in accordance with the opinion of the Rabbis here, who say: A matter that causes financial loss is not considered to have monetary value. It is according to that opinion that the dilemma is raised: What is the halakha in the case of witnesses to a fine? Does one say: Since if the one liable to pay the fine admits his liability, he is exempt from paying the fine, the witness taking the oath denying knowledge of the matter is not denying a monetary claim, and therefore, he is not liable for taking a false oath of testimony? Or perhaps since now, in any event, he has not yet admitted liability, payment of the fine is dependent upon the testimony of these witnesses and it is considered a monetary matter for which they are liable for taking a false oath of testimony.

¹¹⁶ The Gemara suggests: Come and hear proof from the mishna to resolve the dilemma: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that I

have in the possession of so-and-so an unpaid payment for damage; and likewise, an unpaid payment for half the damage. In those cases the witnesses can be held liable for the oath of testimony. But isn't payment for half the damage payment of a fine? The Gemara rejects this proof: This mishna is in accordance with the opinion of the one who says that payment of half the damage is monetary restitution and not a fine.

¹¹⁷ The Gemara asks: This works out well according to the one who says that payment of half the damage is monetary restitution. But according to the one who says that payment of half the damage is payment of a fine, what can be said? The Gemara answers: In his opinion, the mishna is referring to a case where the plaintiff demands that the witnesses testify with regard to liability to pay for half the damage caused by pebbles inadvertently propelled by the foot of a walking animal, as they learned this halakha through tradition transmitted to Moses from Sinai that payment of half the damage in that case is monetary restitution, not a fine. Therefore, no proof may be cited from the mishna with regard to liability for taking a false oath of testimony concerning a fine.

¹¹⁸ The Gemara suggests: Come and hear proof from the mishna to resolve the dilemma: I administer an oath to you concerning your refusal to testify if you do not come and testify that I have in the possession of so-and-so an unpaid payment of double the principal, for which the witnesses are also liable for taking a false oath of testimony. But isn't that payment of a fine? The Gemara responds: The liability for taking a false oath of testimony in that case is not due to their denial of knowledge of the matter with regard to the fine; rather, the liability is due to their denial of knowledge of the matter with regard to the principal, which is a full-fledged monetary payment.

¹¹⁹ The Gemara cites another proof from the mishna: I administer an oath to you concerning your refusal to testify if you do not come and testify that I have in the possession of so-and-so payment of four or five times the principal, which is a fine. The Gemara answers: There too, the liability is due to their denial of knowledge of the matter with regard to the principal, not due to the fine.

¹²⁰ The Gemara cites another proof from the continuation of the mishna: I administer an oath to you concerning your refusal to testify if you do not come and testify that so-and-so raped my daughter; or, he seduced my daughter. Isn't the payment for rape and seduction a fine of 50 sela? The Gemara rejects this: There, the liability of the witnesses is due to their denial of knowledge of the matter with regard to payment for humiliation and compensation for degradation of the value of the young woman resulting from the rape or the seduction. Those are categorized as monetary restitution, not as fines.

¹²¹ The Gemara asks: According to this understanding, what is the tanna teaching us with the multiplicity of cases in the mishna? All the cases in the mishna are of monetary restitution. The Gemara answers: In the first clause, the tanna teaches us one novel element, and in the latter clause, the tanna teaches us one novel element. In the first clause, the tanna teaches us one novel element, that liability to pay for half the damage caused by pebbles is monetary restitution, not a fine.

¹²² In the latter clause, the tanna teaches us one novel element: I administer an oath to you concerning your refusal to testify if you do not come and testify that he set my stack of grain on fire on Yom Kippur. What does this halakha serve to exclude? It serves to exclude the opinion of Rabbi Nehunya ben HaKana, as it is taught in a baraita: Rabbi Nehunya ben HaKana would deem Yom Kippur like Shabbat with regard to payment of damages. Just as in the case of one who intentionally desecrates Shabbat, he is liable to receive the death penalty and is therefore exempt from liability for

payment for damage that is caused while desecrating Shabbat, so too, in the case of one who intentionally desecrates Yom Kippur, he is liable to receive the death penalty and is therefore exempt from liability for payment for damage that is caused while desecrating Yom Kippur. The tanna of the mishna disagrees.

¹²³ The Gemara suggests: Come and hear proof from a baraita to resolve the dilemma: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf

¹²⁴ that so-and-so slandered my daughter. In such a case, the witnesses are liable for taking a false oath of testimony. If the accused admitted on his own that he slandered the young woman, he is exempt from paying the fine. The only payment in the case of a husband who falsely accuses his bride of adultery is payment of a fine, and yet the baraita says that the witnesses are liable for taking a false oath of testimony.

¹²⁵ The Gemara answers: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Elazar, son of Rabbi Shimon, who says: Even if the one who is liable to pay the fine admits his liability, the witnesses shall come and testify and render the one who performed the action liable to pay the fine.

¹²⁶ The Gemara asks: Say the latter clause of the baraita: If that man admitted on his own that he slandered the young woman, he is exempt from paying the fine. Ostensibly, in this we arrive at the opinion of the Rabbis, who hold that if the one who is liable admits his liability before the witnesses testify, he is exempt from paying the fine, contrary to the opinion of Rabbi Elazar, son of Rabbi Shimon.

¹²⁷ The Gemara explains: The baraita in its entirety is the opinion of Rabbi Elazar, son of Rabbi Shimon, and this is what the tanna is saying in the latter clause: You find a case of one who admitted liability on his own that he is exempt from paying the fine, only in a case where there are no witnesses at all and he admitted liability on his own. In a case where there are witnesses, he is liable to pay the fine on the basis of their testimony even if he admitted liability.

¹²⁸ MISHNA: In a case where the plaintiff said to two witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify that I am a priest, or that I am a Levite, or that I am not the son of a priest and a divorced woman, or that I am not the son of a priest and a ḥalutza, or that so-and-so is a priest, or that so-and-so is a Levite, or that he is not the son of a priest and a divorced woman, or that he is not the son of a priest and a ḥalutza; in all these cases the witnesses are exempt from liability for taking a false oath of testimony, because these do not involve monetary claims.

¹²⁹ Likewise, if the plaintiff said to them: I administer an oath to you concerning your refusal to testify if you do not come and testify that so-and-so raped his daughter, or that he seduced his daughter, or that my son injured me, or that another person wounded me on Shabbat, or that he set my stack of grain on fire on Shabbat; in all these cases these witnesses are exempt, as each case is punishable with the death penalty, and therefore they are cases that do not involve monetary payment.

¹³⁰ GEMARA: The Gemara infers: The reason that the witnesses are exempt is that the plaintiff demanded that they testify that so-and-so is a priest or that so-and-so is a Levite, which are claims that do not involve monetary payment; but were the plaintiff to say: I administer an oath to you

concerning your refusal to testify if you do not come and testify that one hundred dinars belonging to so-and-so are in the possession of another so-and-so, they would be liable. But isn't it taught in the latter clause of the mishna (35a): The witnesses are exempt until they hear a demand to come and testify directly from the mouth of the plaintiff, and here the individual administering the oath is not the plaintiff.

¹³¹ Shmuel says: The reference here is to a case where the individual administering the oath comes with authorization to demand that the witnesses testify on his behalf. The Gemara asks: But didn't the Sages of Neharde'a say: We do not write an authorization document concerning movable property? The Gemara answers: This statement that one does not write authorization for movable property applies only in a case where the respondent already denied the claim against him. But in a case where the respondent did not yet deny the claim against him, we write authorization even for movable property.

¹³² § The Sages taught: From where is it derived that the verse with regard to an oath of testimony is speaking only about cases involving a monetary claim? Rabbi Eliezer says: Multiple instances of the term "or" are stated here, with regard to an oath of testimony: "And he hears the voice of an oath and he is a witness or he saw or he knew" (Leviticus 5:1), and multiple instances of the term "or" are stated there, with regard to an oath on a deposit: "And he deals falsely with his neighbor in a matter of deposit, or of an outstanding loan, or of robbery, or he exploited his colleague, or he found a lost item" (Leviticus 5:21–22); just as there, the verse is speaking only about cases involving a monetary claim, so too here, the verse is speaking only about cases involving a monetary claim.

¹³³ The Gemara challenges: The multiple instances of the term "or" that are stated with regard to a murderer: "And if he shoved him with hatred or cast upon him any vessel without lying in wait or in enmity smote him with his hand" (Numbers 35:20–21), will prove that multiple instances of the term "or" are unrelated to limiting the application of the halakha to cases involving a monetary claim, as these are multiple instances of the term "or" in verses that are not speaking about cases involving a monetary claim.

¹³⁴ The Gemara answers: One infers multiple instances of the term "or" with which there is an oath administered, i.e., an oath of testimony, from multiple instances of the term "or" with which there is an oath administered, i.e., an oath on a deposit, and the multiple instances of the term "or" that are stated with regard to a murderer will not prove anything to the contrary, as there is no oath in their context.

¹³⁵ The Gemara challenges: The multiple instances of the term "or" that are stated with regard to a sota in the Torah: "Or if the spirit of jealousy came upon him...or a man upon whom a spirit of jealousy came" (Numbers 5:14, 30), will prove that multiple instances of the term are unrelated to a monetary claim, as these are multiple instances of the term "or," and there is an oath administered by the priest to the sota in their context, and the verse is speaking about cases not involving a monetary claim.

¹³⁶ The Gemara rejects this: One infers multiple instances of the term "or" with which there is an oath administered and with which there is no priest administering it, i.e., the case of an oath of testimony, from multiple instances of the term "or" with which there is an oath administered and with which there is no priest administering it, i.e., an oath on a deposit, and the multiple instances of the term "or" that are stated with regard to a murderer will not prove anything to the contrary, as there is

no oath in their context, and the multiple instances of the term “or” that are stated with regard to a sota will not prove anything to the contrary, as even though there is an oath in their context, there is a priest administering the oath in their context. This is the source from which Rabbi Eliezer proves that liability for an oath of testimony is limited to cases involving a monetary claim.

¹³⁷ Rabbi Akiva says that it is written with regard to an oath of testimony: “And it shall be when he will be guilty of one of these” (Leviticus 5:5). The term “of these” is a restrictive expression from which it is derived: There are some of these for which he is liable and there are some of these for which he is exempt. How so? If the plaintiff demanded testimony from the witness with regard to a monetary claim, the witness is liable for taking a false oath; if the plaintiff demanded testimony from the witness with regard to another matter, he is exempt.

¹³⁸ Rabbi Yosei HaGelili cites a different proof and says: The verse states with regard to an oath of testimony: “And he is a witness or he saw or he knew” (Leviticus 5:1). It is with regard to testimony that is founded on sight, i.e., direct observation, without knowledge of the matter, or by means of indirect knowledge of the matter without sight that the verse is speaking.

¹³⁹ Sight without knowledge, how so? It is a case where the creditor claims: I counted one hundred dinars for you before so-and-so and so-and-so, and the debtor responds: Let so-and-so and so-and-so come and testify. This is a case of sight without knowledge, as the witnesses do not know whether the money was counted as a loan, a deposit, or repayment of a loan.

¹⁴⁰ Knowledge without sight, how so? It is a case where the creditor claims: You admitted to owing me one hundred dinars before so-and-so and so-and-so, and the debtor replied: Let so-and-so and so-and-so come and testify. This is a case of knowledge of the debt without sight of the loan taking place. Testimony based on sight without knowledge or based on knowledge without sight is possible only in cases involving a monetary claim.

¹⁴¹ Rabbi Shimon cites a different proof and says: The Torah rendered one liable if he takes a false oath here with regard to testimony, and the Torah rendered one liable if he takes a false oath with regard to a deposit; just as there, the verse is speaking of liability only in cases involving a monetary claim, so too here, the verse is speaking of liability only in cases involving a monetary claim.

¹⁴² And furthermore, one can infer this halakha by means of an a fortiori inference from the halakha of a deposit. If in the case of a deposit, with regard to which the Torah rendered the halakhic status of women like that of men, the halakhic status of relatives like that of non-relatives, and the halakhic status of unfit witnesses like that of those fit to testify, and he is liable for

¹⁴³ each and every oath if the plaintiff administered several oaths to him and he denied having the deposit in his possession, whether he took the oath before a court or not before a court, and despite the broad application of the halakha, the verse is speaking of liability only in cases involving a monetary claim, then in the case of an oath of testimony with regard to which the Torah did not render the halakhic status of women like that of men, the status of relatives like that of non-relatives, and the status of unfit witnesses like that of those fit to testify, and he is liable to bring only one sliding-scale offering if the plaintiff administered several oaths to him and he falsely denied knowledge of the matter in the presence of a court, is it not right that the verse is speaking of liability only in cases involving a monetary claim?

¹⁴⁴ The baraita rejects this inference: What is notable about the case of a deposit? It is notable in that with regard to a deposit the Torah did not render the halakhic status of one to whom an oath was administered by others like that of one who himself took an oath, as one to whom an oath was administered by others is exempt; and the Torah did not render the halakhic status of one who takes an intentional false oath like that of one who takes an unwitting false oath. Will you say that the same is true with regard to an oath of testimony, as in that case the Torah rendered the halakhic status of one to whom an oath was administered by others like that of one who himself took an oath; and it rendered the halakhic status of one who takes an intentional false oath like that of one who takes an unwitting false oath, and one is liable to bring an offering in both instances?

¹⁴⁵ Therefore, the verse states the term “shall sin” with regard to an oath of testimony and states “shall sin” with regard to an oath on a deposit in order to derive a verbal analogy. Here, it is stated with regard to an oath of testimony: “Shall sin” (Leviticus 5:1), and there, it is stated with regard to an oath on a deposit: “Shall sin” (Leviticus 5:21). Just as there, concerning an oath on a deposit, the verse is speaking only with regard to a monetary claim, so too here, concerning an oath of testimony, the verse is speaking only with regard to a monetary claim.

¹⁴⁶ § After presenting the different proofs cited in the baraita, the Gemara proceeds to analyze the opinions cited therein, beginning with the opinion of Rabbi Eliezer that one derives that one is liable for an oath of testimony only if it involves a monetary claim from the case of an oath on a deposit based on multiple instances of the term “or” that appear in both contexts, and there is an oath with those multiple instances of the term “or” and there is no priest in their context. Rabba bar Ulla objects to this: The multiple instances of the term “or” in the verse: “Or if any one shall take an oath to clearly express with his lips to do evil or to do good” (Leviticus 5:4), which is written with regard to an oath on an utterance, will prove that one is liable even without a monetary claim, as they are multiple instances of the term “or,” and there is an oath in their context, and there is no priest in their context, and they are not speaking with regard to a monetary claim.

¹⁴⁷ The Gemara rejects this: It stands to reason that he should have derived the halakha with regard to an oath of testimony from an oath on a deposit and not from an oath on an utterance due to the verbal analogy between the terms “shall sin” and “shall sin.”

¹⁴⁸ The Gemara rejects this: On the contrary, he should have derived the halakha with regard to an oath of testimony from the halakha with regard to an oath on an utterance, as it is a derivation of one case for which one is liable to bring a sin-offering for taking a false oath from another case for which one is liable to bring a sin-offering for taking a false oath. This is in contrast to an oath on a deposit, for which one is liable to bring a guilt-offering for taking a false oath.

¹⁴⁹ Rather, it stands to reason that he should have derived the halakha with regard to an oath of testimony from the halakha with regard to an oath on a deposit, as there are many elements common to both oaths, represented by the mnemonic: Sin, intentionally, claimed from him, denied his claim, and his past. There is a verbal analogy between them, as the term “shall sin” appears in both contexts. In both cases one is liable for taking a false oath intentionally. Additionally, in both cases there is a claim presented by one of the parties and denial of that claim by the one taking the oath. And both oaths relate to events that transpired in the past.

¹⁵⁰ The Gemara asks: On the contrary, he should have derived the halakha with regard to an oath of testimony from the halakha with regard to an oath on an utterance, as there are many elements

common to both oaths, represented by the mnemonic: Sin-offering, that descended, to one-fifth. In both cases one is liable to bring a sin-offering for a false oath, as opposed to a guilt-offering for a false oath on a deposit. In each case the offering is a sliding-scale offering, as opposed to the fixed offering in the case of an oath on a deposit. In both cases there is no payment of an additional one-fifth for taking a false oath. And in the case of a false oath on a deposit, there is payment of an additional one-fifth. The Gemara answers: These elements common to an oath of testimony and an oath on a deposit are more numerous than the elements common to an oath of testimony and an oath on an utterance.

¹⁵¹ § Rabbi Akiva says that it is written with regard to an oath of testimony: “And it shall be when he will be guilty of one of these” (Leviticus 5:5). The term “of these” is a restrictive expression from which it is derived: There are some of these for which he is liable and there are some of these for which he is exempt. How so? If the plaintiff demanded testimony from the witness with regard to a monetary claim, the witness is liable for taking a false oath; if the plaintiff demanded testimony from the witness with regard to another matter, he is exempt.

¹⁵² The Gemara challenges: Since it is not clear from the verse for which claim one is liable and for which claim one is exempt, I will reverse it and say that one is liable only when the claim was with regard to another matter, not when it involves monetary matters.

¹⁵³ The Gemara answers: Rabbi Akiva relies on the multiple instances of the term “or,” as cited by Rabbi Eliezer, to derive from an oath on a deposit that one is liable only for a false oath that involves a monetary claim. From the term “of these” Rabbi Akiva derives that there are some cases involving monetary claims for which one is not liable for taking a false oath of testimony.

¹⁵⁴ The Gemara asks: What is the practical difference between the opinions of Rabbi Eliezer and Rabbi Akiva? With regard to which cases involving monetary claims does Rabbi Akiva hold that one is not liable for taking a false oath of testimony?

¹⁵⁵ The Gemara answers: The practical difference between their opinions is in the case of one who administers an oath to witnesses with regard to testimony involving land. According to Rabbi Eliezer, they are liable if they take a false oath. According to Rabbi Akiva they are exempt in that case, as it is excluded by the term “of these.”

¹⁵⁶ The Gemara asks: And according to Rabbi Yoḥanan, who says there with regard to an oath on a deposit and an oath of testimony that in the case of one who administers an oath to witnesses with regard to testimony involving land, the witnesses are exempt even according to Rabbi Eliezer, what difference is there between the opinions of Rabbi Eliezer and Rabbi Akiva?

¹⁵⁷ The Gemara answers: The practical difference between their opinions is in the case where one administers an oath to witnesses with regard to testimony involving a fine. According to Rabbi Eliezer they are liable, and according to Rabbi Akiva they are exempt.

¹⁵⁸ § Rabbi Yosei HaGelili cites a different proof and says: The verse states with regard to an oath of testimony: “And he is a witness or he saw or he knew” (Leviticus 5:1). It is with regard to testimony that is founded on sight without knowledge of the matter, or by means of knowledge without sight, that the verse is speaking. The reference is to testimony involving monetary matters, as all other testimony requires both knowledge and sight.

¹⁵⁹ Rav Pappa said to Abaye: Shall we say that Rabbi Yosei HaGelili does not accept the opinion of Rabbi Aḥa? As it is taught in a baraita (Tosefta, Bava Kamma 3:6) that Rabbi Aḥa says: If there is a rutting male camel [gamal haoḥer] that is rampaging among other camels and then a camel was found killed at its side, it is evident that this rampaging camel killed it, and the owner must pay for the damage. Rabbi Aḥa rules that cases of monetary law can be decided based on circumstantial evidence. As, if he is of the opinion that the ruling is in accordance with the opinion of Rabbi Aḥa that witnesses may testify on the basis of circumstantial evidence, in cases of capital law too, you find a case of knowledge without sight, as in the case discussed by Rabbi Shimon ben Shataḥ.

¹⁶⁰ As it is taught in a baraita that Rabbi Shimon ben Shataḥ said in the form of an oath: I will not see the consolation of Israel if I did not see one who was running after another into a ruin, and I ran after him and found a sword in his hand and blood dripping from the sword, and the slain person convulsing. I said to him: Wicked one, who killed this person? It was either me or you, as there is no one else here.

¹⁶¹ But what can I do, as your blood is not given to my control and I have no jurisdiction to execute you, as the Torah says: “On the basis of two witnesses or three witnesses shall he that is to die be put to death” (Deuteronomy 17:6), and there are no witnesses here. Rather, the Omnipresent will exact retribution from you. The Sages said: They did not move from there until a snake came and bit the pursuer and he died. Rabbi Aḥa would hold in that case that the pursuer could be executed by the court based on circumstantial evidence. Ostensibly, Rabbi Yosei HaGelili disagrees, as he says that testimony based on knowledge without sight exists only in cases of monetary law.

¹⁶² The Gemara answers: Even if you say that Rabbi Yosei HaGelili is of the opinion that the ruling is in accordance with the opinion of Rabbi Aḥa that one may rely on circumstantial evidence even in cases of capital law, one may nevertheless distinguish between cases of monetary law and cases of capital law. Granted, even in cases of capital law you find testimony based on knowledge without sight, but how can you find a case of sight without knowledge? Don’t the witnesses need to know if the one whom he witnessed killing another killed a gentile or he killed a Jew, if he killed one who has a wound that would have caused him to die within twelve months [tereifa] or he killed one whose body is intact?

¹⁶³ The Gemara notes: Conclude from it that Rabbi Yosei HaGelili holds that in a case where one administers an oath to witnesses with regard to testimony involving a fine, the witnesses are exempt from liability for taking a false oath of testimony. As if it enters your mind to say that the witnesses are liable, although you find testimony with regard to fines based on knowledge without sight, and witnesses may testify based on circumstantial evidence, in cases of sight without knowledge, when it comes to fines, don’t the witnesses need to know if the rapist engaged in intercourse with a gentile woman or if he engaged in intercourse with a Jewish woman, if he engaged in intercourse with a virgin or if he engaged in intercourse with a non-virgin? Rabbi Yosei HaGelili holds that witnesses are liable for taking a false oath of testimony only in cases where both testimony based on sight alone and testimony based on knowledge alone are accepted, which is not the case concerning testimony involving fines.

¹⁶⁴ § Apropos the matter of sight without knowledge in cases of monetary law, the Gemara relates: Rav Hamnuna was sitting before Rav Yehuda, and Rav Yehuda was sitting and he was raising a

dilemma: If one demands payment from another and claims: I counted for you and gave you one hundred dinars in the presence of so-and-so and so-and-so,

¹⁶⁵ and witnesses see him counting the money from outside, what is the halakha? Is their testimony accepted?

¹⁶⁶ Rav Hamnuna said to Rav Yehuda: And what does the other person claim in response to the demand for repayment? If he says: These matters never happened, he assumes the presumptive status of a denier of the truth, as the witnesses testify that they saw the claimant counting the money and giving it to him. If he says: Yes, I took money from him, but it is my money that I took, then when the witnesses come and testify that they saw the claimant counting the money and giving it to him, what of it? The testimony of the witnesses does not contradict his claim, as the witnesses do not know the circumstances under which the money changed hands. Rav Yehuda said to him: Are you Hamnuna? Enter and come into the study hall, as you make your teacher wiser.

¹⁶⁷ The Gemara relates a similar incident: There was a certain individual who said to another: I counted for you and gave you one hundred dinars as a loan alongside this column. The other person said to him in response: I did not pass alongside this column. Two witnesses came and testified about him that they saw that he urinated alongside this column. Reish Lakish said: He assumes the presumptive status of a denier of the truth, as the testimony of witnesses proves that he passed alongside the column.

¹⁶⁸ Rav Naḥman objects to this: That is a ruling characteristic of a Persian court, not a reasonable ruling characteristic of a Jewish court. Did the respondent say that he never passed alongside the column? It was that he did not pass alongside the column in the context of this matter that he said to him that he did not pass the column; therefore, the testimony of the witnesses does not contradict his statement.

¹⁶⁹ There are those who say that the incident transpired a bit differently. There was a certain individual who said to another: I counted for you and gave you one hundred dinars as a loan alongside this column. The other person said to him in response: I never passed alongside this column. Witnesses emerged and testified concerning him that he urinated alongside this column. Rav Naḥman said: He assumes the presumptive status of a denier of the truth, as the witnesses contradicted his claim.

¹⁷⁰ Rava said to Rav Naḥman: There is no proof from here that he assumes the presumptive status of a denier, as any matter that is not incumbent upon a person to remember, he performs it and it is not on his mind. Therefore, when he denied ever passing alongside the column, it was because there was never any reason for him to remember that he had been there.

¹⁷¹ § The Gemara proceeds to cite the opinion cited last in the baraita explaining the source of the halakha that one is liable for taking a false oath of testimony only for a case involving monetary matters. Rabbi Shimon says: The Torah rendered one liable if he takes a false oath here, with regard to an oath of testimony, and the Torah rendered one liable if he takes a false oath with regard to an oath on a deposit; just as there, the verse is speaking of liability only in cases involving monetary claims, so too here, the verse is speaking of liability only in cases involving monetary claims.

¹⁷² They mocked this proof in the West, i.e., Eretz Yisrael. The Gemara asked: What is worthy of mockery in the statement of Rabbi Shimon?

¹⁷³ The Gemara explains that they mocked that which the baraita teaches in the continuation, rejecting the a fortiori inference suggested by Rabbi Shimon: What is notable about the case of a deposit? It is notable in that with regard to a deposit the Torah did not render the halakhic status of one to whom an oath was administered by others like that of one who himself took an oath, as one to whom an oath was administered by others is exempt; and the Torah did not render the halakhic status of one who takes an intentional false oath like that of one who takes an unwitting false oath.

¹⁷⁴ This rejection is difficult: Now, with regard to the fact that one who administered an oath to himself is liable in the case of an oath of testimony, from where is it derived according to Rabbi Shimon? Rabbi Shimon derives it by means of a verbal analogy from an oath on a deposit. If so, based on the same verbal analogy, in the case of an oath on a deposit too, let us derive from the case of an oath of testimony the fact that one is liable for a false oath that was administered by others.

¹⁷⁵ The Gemara rejects this: And what is worthy of mockery in that statement? Perhaps Rabbi Shimon does not derive that one who takes a false oath of testimony on his own is liable by means of a verbal analogy from an oath on a deposit; rather, he derives it by means of an a fortiori inference: If one is liable for a false oath of testimony administered by others, is it not all the more so that he is liable for an oath that he takes on his own?

¹⁷⁶ The Gemara answers: Rather, the mockery is with regard to the distinction between an oath on a deposit and an oath of testimony in the matter of whether the halakhic status of one who takes an intentional false oath is like that of one who takes an unwitting false oath, as it teaches in the baraita: What is notable about the case of a deposit? It is notable in that with regard to a deposit the Torah did not render the halakhic status of one to whom an oath was administered by others like that of one who himself took an oath, as one to whom an oath was administered by others is exempt; and the Torah did not render the halakhic status of one who takes an intentional false oath like that of one who takes an unwitting false oath.

¹⁷⁷ Now, from where does he derive that one who takes an intentional false oath of testimony is liable? He derives it as it is not written in the context of an oath of testimony: And it is hidden. Here too, it is not written in the context of an oath on a deposit: And it is hidden. Therefore, there should be no distinction between intentional and unwitting with regard to an oath on a deposit either.

¹⁷⁸ Rav Huna said to the Sages: And what is worthy of mockery in that statement? Perhaps the fact that the halakhic status of one who takes an intentional false oath is not like that of one who takes an unwitting false oath in the case of a deposit, and it is from the halakhot of misuse of consecrated property that Rabbi Shimon derived it. Just as one is liable to bring a guilt-offering for the misuse of consecrated property only if he did so unwittingly, one is liable to bring a guilt-offering for a false oath on a deposit only if he unwittingly took the false oath.

¹⁷⁹ The Gemara answers: And that is what is worthy of mockery. Instead of deriving the lack of liability for an intentional false oath of deposit from the case of misuse of consecrated property, let him derive liability for an intentional false oath on a deposit from the case of an oath of testimony.

¹⁸⁰ The Gemara rejects this: It stands to reason that he should have derived it from the case of misuse of consecrated property, as that is a derivation of misuse written with regard to an oath on a deposit: "If any one shall sin and commits an act of misuse and dealt falsely with his colleague in a matter of deposit" (Leviticus 5:21), which is derived from misuse written with regard to misuse of consecrated

property: “If any one commits an act of misuse and sinned unwittingly from items consecrated to the Lord” (Leviticus 5:15).

¹⁸¹ The Gemara asks: On the contrary, he should have derived it from the case of an oath of testimony, as that is a derivation of “shall sin” written with regard to an oath on a deposit which is derived from “shall sin” written with regard to an oath of testimony: “And if any one shall sin and he hears the voice of an oath, and he is a witness” (Leviticus 5:1).

¹⁸² The Gemara rejects this: It stands to reason that it is from the case of misuse of consecrated property that he should have derived it, as there are many elements common to an oath on a deposit and misuse of consecrated property represented by the mnemonic: Misuse, with regard to all, derive benefit, with fixed, one-fifth, and guilt-offering. The term misuse is employed in both cases. Both cases are relevant with regard to all individuals and not only those fit to testify. Both involve one deriving benefit from property that is not his. In both cases, one is liable to bring a fixed guilt-offering, as opposed to one who takes a false oath of testimony, who is liable to bring a sliding-scale offering. In both cases, one adds one-fifth to the payment of the principal. In both cases, that is the offering with which one gains atonement.

¹⁸³ The Gemara rejects this: On the contrary, he should have derived the halakha with regard to an oath on a deposit from the halakha of an oath of testimony, as there are many elements common to both oaths represented by the mnemonic: Sin, ordinary [hedyot], with an oath, claimed from him, denied his claim, and multiple instances of the term “or.” The term “shall sin” is written in both contexts. Both oaths relate to the property of ordinary individuals, not to consecrated property. In both cases there is a claim presented by one of the parties and denial of that claim by the one taking the oath. Multiple instances of the term “or” appear in both passages in the Torah. The Gemara responds: These elements common to an oath on a deposit and misuse of consecrated property are more numerous than the elements common to an oath on a deposit and an oath of testimony.

¹⁸⁴ Rather, after resolving all the difficulties that were raised against the opinion of Rabbi Shimon, the question remains: What did the Sages of Eretz Yisrael find that is worthy of mockery in that baraita?

¹⁸⁵ When Rav Pappa and Rav Huna, son of Rav Yehoshua, came from the study hall of their teacher, they said: This is what is worthy of mockery: Now, since ultimately Rabbi Shimon derives the halakha by means of a verbal analogy between the term “shall sin” written with regard to an oath on a deposit and the term “shall sin” written with regard to an oath of testimony, why is it that he refutes the parallel between them by saying: What is notable about the case of a deposit? It is notable in that with regard to a deposit the Torah did not render the halakhic status of one to whom an oath was administered by others like that of one who himself took an oath, as one to whom an oath was administered by others is exempt; and the Torah did not render the halakhic status of one who takes an intentional false oath like that of one who takes an unwitting false oath. Rabbi Shimon should have derived by means of the verbal analogy that all the halakhot of an oath of testimony and all the halakhot of an oath on a deposit are identical.

¹⁸⁶ The Gemara rejects this: And what is worthy of mockery in that statement? Perhaps when Rabbi Shimon refuted the parallel between the two oaths, it was prior to the verbal analogy being established for him, and the derivation was by means of a paradigm. After the verbal analogy was established for him, he does not refute the parallel and holds that in the case of an oath on a deposit

one is liable to bring a guilt-offering for false oaths administered by others as well as for intentional false oaths.

¹⁸⁷ The Gemara asks: And does Rabbi Shimon not refute the parallel between the two oaths? But didn't Rava bar Ittai say to the Sages: Who is the tanna who taught with regard to an oath on a deposit that atonement by means of an offering is not possible for one who takes an intentional false oath? It is Rabbi Shimon. Apparently, Rabbi Shimon concludes that there remains a distinction between intentional and unwitting in the case of an oath on a deposit.

¹⁸⁸ The Gemara suggests: Perhaps with regard to the halakhic status of one who takes an intentional false oath being like that of one who takes an unwitting false oath, Rabbi Shimon refutes the parallel between the two oaths even after the verbal analogy is established for him, as he derives the halakha of an oath on a deposit from the halakha of misuse of consecrated property, where there is a distinction between intentional and unwitting, as those elements common to an oath on a deposit and the misuse of consecrated property are more numerous than the elements common to an oath on a deposit and an oath of testimony. But he does not refute the parallel between the two oaths with the claim that there is a distinction between them with regard to whether the halakhic status of one to whom an oath was administered by others is like that of one who himself took an oath. Once the verbal analogy was established for him, there is no longer a distinction between the two oaths in that regard.

¹⁸⁹ The Gemara asks: If, according to Rabbi Shimon, based on the derivation from the misuse of consecrated property, one who intentionally takes a false oath on a deposit does not bring a guilt-offering like one who took the false oath unwittingly, let the discussion of the case of an oath of testimony return to the verbal analogy and derive it from the case of an oath on a deposit that the halakhic status of one who takes an intentional false oath is not like that of one who takes an unwitting false oath. Just as in the case of an oath on a deposit, one who takes an unwitting false oath, yes, he is liable to bring a guilt-offering, and one who takes an intentional false oath, no, he is not liable, so too, in the case of an oath of testimony, one who takes an unwitting false oath, yes, he is liable to bring a sin-offering, and one who takes an intentional false oath, no, he is not liable, just as he derives the case of an oath on a deposit from the case of misuse of consecrated property.

¹⁹⁰ The Gemara answers: For that reason, the Merciful One writes the verse with regard to an oath of testimony near the verse with regard to an oath on an utterance and near the verse with regard to the defiling of the Temple or its sacrificial foods, as in all of those passages it is stated concerning them: "And it is hidden," and here, with regard to an oath of testimony, it is not stated concerning them: And it is hidden. The Torah did so to underscore the contrast between them and to deem liable one who takes an intentional false oath of testimony like one who takes an unwitting false oath of testimony.

¹⁹¹ MISHNA: If one said to witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that so-and-so said he is going to give me two hundred dinars and he did not give them to me, and they take false oaths that they have no knowledge of the matter, they are exempt from liability to bring an offering for taking a false oath of testimony, as one is liable for taking a false oath of testimony only in a case involving a monetary claim like a deposit in the sense that were the witnesses to testify, the individual would be liable to pay. In the case of a promise to give a gift he could claim that he merely reconsidered.

¹⁹² If one said to witnesses: I administer an oath to you that when you will know testimony relevant to me you will come and testify on my behalf, these witnesses are exempt from liability for taking a false oath of testimony even if they do not testify, due to the fact that the oath preceded their knowledge of the relevant testimony.

¹⁹³ If one stood in the synagogue and said for all to hear: I administer an oath to you that if you know testimony relevant to me you will come and testify on my behalf, these witnesses are exempt until he directs his demand to specific individuals.

¹⁹⁴ If one said to two people: I administer an oath to you, so-and-so and so-and-so, that if you know testimony relevant to me you will come and testify on my behalf, and they respond: On our oath we do not know any testimony relevant to you, and they know testimony relevant to him, not based on an incident they witnessed but based on hearsay testimony, which is not valid testimony, or if one of the witnesses is found to be a relative or disqualified, these witnesses are exempt from liability for taking a false oath of testimony because they are unfit witnesses.

¹⁹⁵ If the plaintiff sent the demand for their testimony by means of his slave, or in a case where the defendant said to the witnesses: I administer an oath to you that if you know any testimony relevant to the plaintiff that you will come and testify on his behalf, and they took a false oath that they have no knowledge of the matter, these witnesses are exempt from liability for taking a false oath of testimony until they will hear the demand to testify directly from the mouth of the plaintiff.

¹⁹⁶ GEMARA: The Gemara cites proof for the halakhah in the mishna from verses in the Torah. The Sages taught: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that so-and-so said that he is going to give me two hundred dinars and he did not give them to me; in such a case one might have thought that they would be liable. Therefore, the verse states the term “shall sin” with regard to an oath of testimony and “shall sin” with regard to an oath on a deposit in order to derive a verbal analogy.

¹⁹⁷ Here, it is stated with regard to an oath of testimony “shall sin” (Leviticus 5:1), and there, it is stated with regard to an oath on a deposit “shall sin” (Leviticus 5:21). Just as there, with regard to an oath on a deposit, the verse is speaking only with regard to a monetary claim and in a case where the plaintiff has a legitimate claim, so too here, with regard to an oath of testimony, the verse is speaking only with regard to a monetary claim and in a case where the plaintiff has a legitimate claim. In the case cited in the baraita and in the first clause of the mishna, the plaintiff does not have a legitimate claim.

¹⁹⁸ The mishna teaches: I administer an oath to you that when you will know testimony relevant to me you will come and testify on my behalf.

¹⁹⁹ The Sages taught: I administer an oath to you that when you will know testimony relevant to me you will come and testify on my behalf; in such a case one might have thought that they would be liable. Therefore, the verse states: “And he heard the voice of an oath and he is a witness or he saw or he knew” (Leviticus 5:1). One is liable to bring an offering for a false oath only in a case where knowledge of the testimony preceded the oath, and not in a case where the oath preceded knowledge of the testimony.

²⁰⁰ The mishna continues: If one stood in the synagogue and said for all to hear: I administer an oath to you that if you know testimony relevant to me you will come and testify on my behalf, these

witnesses are exempt. Shmuel says: That is the halakha even if his witnesses were among the people in the synagogue.

²⁰¹ The Gemara asks: Isn't this obvious? Otherwise, there would be no novel element in this halakha of the mishna. The Gemara answers: No, it is necessary to cite this case only in a situation where he is standing right next to those witnesses. Lest you say he is comparable to one who spoke to them directly and those witnesses would be liable, the tanna teaches us that until he specifies to whom he is directing his demand, he does not render those witnesses obligated to take an oath of testimony.

²⁰² The Gemara notes: This is also taught in a baraita: If one saw a group of people standing, and his witnesses were among them, and he said to the entire group: I administer an oath to you that if you know testimony relevant to me you will come and testify on my behalf, in such a case one might have thought that they would be liable. The verse states: "And he is a witness" (Leviticus 5:1), and in this case he did not specify his witnesses; therefore, they are not liable. One might have thought that the halakha is the same even if he said: I administer an oath to everyone who is standing here that you will come and testify on my behalf. The verse states: "And he is a witness" (Leviticus 5:1), and in this case, although he spoke to a group, he specified his witnesses; therefore, they are liable.

²⁰³ The mishna teaches that if one said to two individuals: I administer an oath to you, and they know testimony relevant to him based on hearsay, or if one of the witnesses is found to be a relative or disqualified, they are exempt. The Gemara cites that which the Sages taught: If one said to two individuals: I administer an oath to you, so-and-so and so-and-so, that if you know testimony relevant to me you will come and testify on my behalf, and they know testimony relevant to him based on hearsay testimony, or if one of the witnesses is a relative or disqualified, in such a case one might have thought that they would be liable. The verse states: "If he does not state it, then he shall bear his iniquity" (Leviticus 5:1), teaching that it is with regard to those eligible for the statement of testimony that the verse is speaking, not those who are ineligible.

²⁰⁴ The mishna teaches: If the plaintiff sent the demand for their testimony by means of his slave, etc. The Sages taught: If the plaintiff sent the demand for their testimony by means of his slave, or in a case where the defendant said to the witnesses: I administer an oath to you that if you know any testimony relevant to the plaintiff that you will come and testify on his behalf, might one have thought that they would be liable? The verse states: "If he does not state it, then he shall bear his iniquity" (Leviticus 5:1); therefore, they are not liable.

²⁰⁵ The Gemara asks: What is the biblical derivation that leads to that conclusion? Rabbi Elazar said: The derivation is based on the fact that it is written: Im lo yaggid. In the verse the word lo is spelled lamed, vav, ales and interpreted as both "not," spelled lamed ales, and "to him," spelled lamed vav. It is derived: If the witness who knows the testimony does not state it to the plaintiff, he shall bear his iniquity, and he is liable; but if he does not state it to another, he is exempt.

²⁰⁶ MISHNA: The mishna discusses the formula of an oath of testimony. If the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf, or even if he said: I command you, or I bind you, although he did not employ an unequivocal formula of an oath, these witnesses are liable for taking a false oath of testimony.

²⁰⁷ If one administered the oath to the witnesses in the name of heaven and in the name of earth, these witnesses are exempt from liability for taking a false oath of testimony, as that is not an oath in the name of God. If one administered the oath to the witnesses in the name of ales dalet, i.e., Adonai;

in the name of yod heh, the Tetragrammaton; in the name of the Almighty [Shaddai]; in the name of the Lord of Hosts [Tzevaot]; in the name of the Gracious and Compassionate One; in the name of He Who is Slow to Anger; in the name of He Who is Abounding in Loving-kindness; or in the name of any of the appellations of God, even though he did not mention the ineffable name of God, these witnesses are liable for taking a false oath of testimony.

²⁰⁸ One who curses God employing any of these names or appellations of God is liable to be executed through stoning; this is the statement of Rabbi Meir. And the Rabbis deem him exempt, as they hold that one is liable for cursing God only if he employs the ineffable name of God.

²⁰⁹ One who curses his father or his mother employing any of these names or appellations of God is liable to be executed through stoning; this is the statement of Rabbi Meir. And the Rabbis deem him exempt, as they hold that one is liable for cursing his father and his mother only if he employs the ineffable name of God.

²¹⁰ One who curses himself or another employing any of these names or appellations of God violates a prohibition. If one says: The Lord God shall strike you (see Deuteronomy 28:22), and likewise if one says: God shall strike you if you do not come to testify, that is a curse that is written in the Torah, and in such a case one is certainly liable if he fails to testify.

²¹¹ If one says to the witnesses: God shall not strike you, or: God shall bless you, or: God shall benefit you if you come and testify, Rabbi Meir deems him liable, as one may infer from that statement that if he fails to testify God will strike him, or will not bless or benefit him. And the Rabbis deem him exempt because the curse is not explicitly stated.

²¹² GEMARA: The mishna teaches that if the plaintiff said to the witnesses: I administer an oath to you, I command you, or I bind you, these witnesses are liable for taking a false oath of testimony. The Gemara asks: What is the plaintiff saying? He merely said that he is administering an oath, but he did not say in the name of what he is administering the oath. Rav Yehuda said: This is what the plaintiff is saying: I administer an oath to you with the oath mentioned in the Torah, I command you with the command mentioned in the Torah, I bind you with the bond mentioned in the Torah, and in the Torah all of these include mention of the name of God.

²¹³ Abaye said to Rav Yehuda: But according to that interpretation, concerning that which Rabbi Hiyya teaches, that if the plaintiff said to the witnesses: I chain you, these witnesses are liable for taking a false oath of testimony, is chaining written in the Torah? Apparently, the reference in the mishna and the baraita is not to similar language in the Torah.

²¹⁴ Rather, Abaye said that this is what the plaintiff is saying: I administer an oath to you with an oath, I command you with an oath, I bind you with an oath, I chain you with an oath. The witnesses are liable in all these cases provided that the plaintiff mentions an oath.

²¹⁵ § The mishna teaches: If one administered the oath to the witnesses in the name of alef dalet, in the name of yod heh, in the name of the Almighty [Shaddai], in the name of the Lord of Hosts [Tzevaot], in the name of the Gracious and Compassionate One, in the name of He Who is Slow to Anger, or in the name of He Who is Abounding in Loving-kindness, these witnesses are liable for taking a false oath of testimony.

²¹⁶ Is that to say that gracious and compassionate are sacred names? The Gemara raises a contradiction from a baraita: There are names of God that may be erased and there are names of God

that may not be erased due to their inherent sanctity. These are names that may not be erased: For example, several variations of the name God [Elohim]: El, Elohekha with a second person singular suffix, Elohim, Eloheikhem with a second person plural suffix; I Shall Be As I Shall Be, ales dalet, yod heh, Almighty [Shaddai], Lord of Hosts [Tzevaot], these names may not be erased.

²¹⁷ But adjectives that describe the Holy One, Blessed be He, e.g., the Great, the Mighty, the Awesome, the Prodigious, the Powerful, the Courageous, the Strong, gracious, compassionate, slow to anger, or abounding in loving-kindness; these may be erased. Apparently, gracious and compassionate are adjectives and not actual names of God; how, then, does an oath or a curse in the name of gracious and compassionate take effect?

²¹⁸ Abaye said: In the mishna, it is with regard to one who administers an oath or curses in the name of He Who is Gracious,

²¹⁹ or in the name of He Who is compassionate, that the tanna is stating the halakha. Although gracious and compassionate are not names of God, the reference in the mishna is to an oath in the name of God.

²²⁰ Rava said to Abaye: If so, in the case of one who administered the oath to the witnesses in the name of heaven and in the name of earth as well, say that it is with regard to an oath in the name of He for Whom the heaven and the earth are His that the tanna is stating the halakha. Why, then, does the mishna say that for an oath in the name of heaven and in the name of earth, these witnesses are exempt from liability?

²²¹ The Gemara rejects this: How can these cases be compared? There, since there is no other entity that is called gracious and compassionate, certainly it is in the name of He Who is gracious, and certainly it is in the name of He Who is compassionate that the tanna is speaking. By contrast, here, since there are heaven and earth that exist as independent entities, perhaps when he administers an oath in the name of heaven and in the name of earth, it is in the name of the actual heaven and in the name of the actual earth that he is speaking, and not in the name of He for Whom the heaven and the earth are His.

²²² § Apropos the names of God that may be erased and those that may not be erased, the Gemara discusses the details of the matter. The Sages taught: If one wrote the letters ales lamed from the name Elohim, or yod heh from the Tetragrammaton, this pair of letters and that pair of letters may not be erased. But if one wrote the letters shin dalet from Shaddai, or ales dalet from Adonai, or tzadi beit from Tzevaot, this may be erased.

²²³ Rabbi Yosei says: The word tzevaot may be erased in its entirety, as God is called Tzevaot only in the context of the children of Israel, and it is not an independent name of God, as it is stated: “And I shall bring forth My hosts [tzivotai], My people the children of Israel, out of the land of Egypt” (Exodus 7:4). Shmuel says: The halakha is not in accordance with the opinion of Rabbi Yosei.

²²⁴ The Sages taught: Any letters ancillary to the name of God, whether as a prefix preceding the name or as a suffix succeeding the name, this addition may be erased. Preceding it, how so? If one wrote the Tetragrammaton with the prefix lamed, meaning: To the Lord, the lamed may be erased; the Tetragrammaton with the prefix beit, meaning: By the Lord, the beit may be erased; the Tetragrammaton with the prefix vav, meaning: And the Lord, the vav may be erased; the Tetragrammaton with the prefix mem, meaning: From the Lord, the mem may be erased; the

Tetragrammaton with the prefix shin, meaning: That the Lord, the shin may be erased; the Tetragrammaton with the prefix heh, meaning: Is the Lord, the heh may be erased; the Tetragrammaton with the prefix kaf, meaning: Like the Lord, the kaf may be erased.

²²⁵ Succeeding it, how so? If one wrote Eloheinu, meaning: Our God, the nun vav suffix may be erased; Eloheihem, meaning: Their God, the heh mem suffix may be erased; Eloheikhem, meaning: Your God, second person plural, the kaf mem suffix may be erased. Aḥerim say: The suffix succeeding the name of God may not be erased as the name of God to which it is appended already sanctified it and it is considered as though it is part of the name. Rav Huna says: The halakha is in accordance with the opinion of Aḥerim.

²²⁶ § Abraham; who cursed Naboth; in Gibeah of Benjamin; Solomon; Daniel; this is a mnemonic for the halakhot that follow.

²²⁷ All names that could be understood as the name of God that are stated in the Torah with regard to Abraham are sacred and are referring to God, except for this name, which is non-sacred, as it is stated: “My lords, if I have found favor in your eyes” (Genesis 18:3). In that passage, Abraham is addressing the angels who appeared to him in the guise of men, not God.

²²⁸ Ḥanina, son of the brother of Rabbi Yehoshua, and Rabbi Elazar ben Azarya in the name of Rabbi Elazar HaModa’i, say: This too is sacred. The Gemara asks: In accordance with whose opinion is that which Rabbi Yehuda says that Rav says: Hospitality accorded to guests is greater than receiving the Divine Presence? In accordance with whose opinion is that statement? It is in accordance with the opinion of that pair of tanna’im, Ḥanina, son of the brother of Rabbi Yehoshua, and Rabbi Elazar ben Azarya, who understood that Abraham was speaking to God.

²²⁹ All names that could be understood as the name of God that are stated in the Torah with regard to Lot are non-sacred and are referring to angels, except for this one, which is sacred, as it is stated: “And Lot said to them: Please, not so Adonai. Behold your servant has found favor in your eyes, and you have magnified Your mercy that You have performed for me by saving my life” (Genesis 19:18–19). It is apparent from the context that Lot is addressing He Who has the capacity to kill and to vivify; that is the Holy One, Blessed be He.

²³⁰ All names that are stated with regard to Naboth are sacred, e.g., in the verse: “Naboth blasphemed Elohim and the king” (I Kings 21:13), and those stated with regard to Micah are non-sacred and are referring to the graven image that he fashioned (see Judges, chapters 17–18). Rabbi Eliezer says: Indeed, all names that are stated with regard to Naboth are sacred; but those stated with regard to Micah, some of them are non-sacred and some of them are sacred. The names beginning with the letters ales lamed, i.e., Elohim, are non-sacred, as the reference is to the idol that he crafted, and all the names beginning with the letters yod heh, i.e., the Tetragrammaton, are sacred, except for this name that begins with the letters ales lamed and it is sacred: “All the time that the house of Elohim was in Shiloh” (Judges 18:31).

²³¹ All names that are stated in the passage concerning Gibeah of Benjamin, where the rest of the tribes consulted God to determine whether they should go to war against the tribe of Benjamin (see Judges, chapter 20), Rabbi Eliezer says: They are non-sacred, as they were consulting an idol, not God. Rabbi Yehoshua says: They are sacred.

²³² Rabbi Eliezer said to Rabbi Yehoshua: How can you say that those names are sacred? Does God promise and not fulfill the promise? Twice the tribes received the response to go to war against Benjamin, and twice they were vanquished.

²³³ Rabbi Yehoshua said to Rabbi Eliezer: That which God promised, He fulfilled. In each case, He responded to their question. The first time they consulted God through the Urim VeTummim, but they did not seek to ascertain if they are to triumph in the war or if they are to be defeated. In the last time that they consulted God through the Urim VeTummim, where they sought to ascertain whether they would emerge triumphant, they consented in Heaven to their endeavor, as it is stated: "And Pinehas, son of Elazar, son of Aaron was standing before it in those days, saying: Shall I yet again go out to battle against the children of Benjamin my brother, or shall I cease? And the Lord said: Go up, as tomorrow I will deliver them into your hand" (Judges 20:28).

²³⁴ All mentions of the name Shlomo that are stated in the Song of Songs, such as: "The song of songs that is Shlomo's" (Song of Songs 1:1), are not references to King Solomon; rather, they are sacred, meaning a song to the One for Whom peace [shehashalom] is His, except for this mention: "My vineyard, which is mine, is before me; you, Solomon shall have the one thousand," i.e., one thousand are for Solomon himself; "and two hundred for those who guard its fruit" (Song of Songs 8:12), which is a reference to the Sages. And some say: This verse too is non-sacred: "Behold, the bed of Solomon; sixty mighty men are around it" (Song of Songs 3:7).

²³⁵ The Gemara asks: Does this mean: This verse too is non-sacred, and it is not necessary to say that the verse cited earlier is non-sacred? But that which Shmuel says: A monarchy that kills one of every six individuals in the world is not punished for doing so, as that is the prerogative of a monarch, as it is stated: "My vineyard, which is mine, is before me; you, Shlomo shall have the one thousand," this is a reference to the monarchy of Heaven; "and two hundred for those who guard its fruit," this is a reference to the monarchy of earth. Of the 1,200 mentioned in the two parts of the verse, two hundred, or one-sixth, are the prerogative of the earthly monarch. Shmuel, who interprets the mention of Shlomo in this verse as referring to God, holds neither in accordance with the opinion of the first tanna nor in accordance with the opinion introduced with the term: Some say. Both tanna'im agree that the reference in the verse is to Solomon and not to the Holy One, Blessed be He.

²³⁶ Rather, Shmuel cites a different version of the opinion introduced with the term: Some say, according to which this is what it is saying. And some say: This Shlomo that appears in the verse with regard to the one thousand is sacred, and that Shlomo that appears in the verse with regard to the bed of Solomon is non-sacred, and it is Shmuel who states his opinion in accordance with the opinion introduced with the term: Some say.

²³⁷ All kings that are stated with regard to Daniel are non-sacred, except for this one, which is sacred: "You, O king, king of kings, unto whom the God of heaven has given you the kingdom, the power, and the strength, and the glory" (Daniel 2:37).

²³⁸ And some say: This too is sacred, as it is stated: "My Lord, the dream shall be for your enemy and its interpretation for your foe" (Daniel 4:16). To whom is Daniel saying this? If it enters your mind that when Daniel says: "My lord," it is to Nebuchadnezzar that he is saying it, his enemy, who are they? They are the Jewish people. Would Daniel curse the Jewish people?

²³⁹ And the first tanna, who understands that Daniel is referring to Nebuchadnezzar, holds: Are there Jewish enemies for Nebuchadnezzar and there are no gentile enemies for him? Daniel was cursing the gentile enemies, not the Jewish enemies.

²⁴⁰ § The mishna teaches: Or if one administered the oath to the witnesses in the name of any of the appellations of God, even though he did not mention the ineffable name of God, these witnesses are liable for taking a false oath of testimony.

²⁴¹ And the Gemara raises a contradiction from a baraita that cites the verse: “The Lord shall render you as a curse and as an oath” (Numbers 5:21). Why must the verse state this? Isn’t it already stated at the beginning of the verse: “And the priest shall administer to the woman with the oath of cursing”? Due to the fact that it is stated with regard to an oath of testimony: “And he heard the voice of an ala” (Leviticus 5:1), one may infer: Ala is stated here with regard to an oath of testimony and ala is stated there with regard to a sota; just as there, with regard to a sota, the reference is to an oath, so too here, with regard to an oath of testimony, the reference is to an oath. And just as there, the oath is administered in the name of God, so too here, the oath is administered in the name of God. This is contrary to the mishna, where the ruling is that an oath of testimony may be administered even in the name of appellations of God.

²⁴² Abaye said: This is not difficult. This baraita is the opinion of Rabbi Ḥanina bar Idi, and that mishna is the opinion of the Rabbis, as it is taught in a baraita that Rabbi Ḥanina bar Idi says: Since the Torah says in some cases: Take an oath, and in some cases: Do not take an oath; and it says in some cases: Curse, and in some cases: Do not curse, just as when the Torah says: Take an oath, it is in the name of God, so too, when the Torah states: Do not take an oath, it is in the name of God. And just as when the Torah states: Curse, it is in the name of God, so too, when the Torah says: Do not curse, it is in the name of God.

²⁴³ The Gemara asks: And the Rabbis say: If they derive an oath of testimony from sota by means of a verbal analogy, let us require that both an oath of testimony and the curse will be specifically in the ineffable name of God. If they do not derive an oath of testimony from sota by means of a verbal analogy, from where do they derive that the instance of the word ala that is written with regard to an oath of testimony is an oath?

²⁴⁴ The Gemara answers: They derive it from that which is taught in a baraita: It is written with regard to an oath of testimony: “And he hears the voice of an ala” (Leviticus 5:1); ala is nothing other than an expression meaning oath. And likewise it says: “And the priest shall administer to the woman with the oath of cursing [ha’ala]” (Numbers 5:21).

²⁴⁵ The Gemara asks: It is not merely ala that is written there; the oath of an ala is written there. Apparently, ala alone does not mean oath. The Gemara explains that this is what the tanna is saying: “And he hears the voice of an ala”; ala is used only when accompanied by an oath. And likewise it says: “And the priest shall administer to the woman with the oath of cursing.”

²⁴⁶ And from where is it derived to render an ala with which the word oath is not written like an ala with which the word oath is written and an oath with which the word ala is not written like an oath with which the word ala is written? The verse states: “And he hears the voice of an ala” (Leviticus 5:1). The phrase “the voice of an ala” is unnecessary, as it would have been sufficient to write: And he heard an ala. It is interpreted as though it were written: And he heard an ala and he heard a voice.

²⁴⁷ Rabbi Abbahu says: From where is it derived with regard to ala that it is an oath? It is derived as it is stated: “And he took from the seed of the monarchy...and brought it into an ala” (Ezekiel 17:13); and it is stated with regard to Zedekiah, who was from the seed of the monarchy: “And he also rebelled against Nebuchadnezzar who had administered an oath to him by God” (II Chronicles 36:13). This indicates that the ala is an oath.

²⁴⁸ § The Gemara proceeds to define a related term. It is taught with regard to the term arur: There is an element of ostracism within it, there is an element of curse within it, and there is an element of oath within it.

²⁴⁹ The Gemara elaborates: There is an element of ostracism within it, as it is written in the song of Deborah: “Curse [oru] Meroz, said the angel of God; cursed with a curse [oru aror] are its inhabitants” (Judges 5:23). And Ulla says: With blasts from four hundred shofarot, Barak ostracized the city of Meroz, indicating that the term arur has the connotation of ostracism.

²⁵⁰ There is an element of curse within it, as it is written with regard to the ceremony at Mount Gerizim and Mount Ebal: “And these shall stand for the curse” (Deuteronomy 27:13), and it is written: “Cursed [arur] be the man who fashions a graven image, an abomination to the Lord, the work of the hands of the craftsman, and sets it up in secret. And all the people shall answer and say: Amen” (Deuteronomy 27:15).

²⁵¹ There is an element of oath within it, as it is written: “And Joshua administered an oath at that time saying: Arur be the man before God who shall arise and rebuild this city, Jericho” (Joshua 6:26). The Gemara challenges: But perhaps Joshua performed two actions to the people; he administered an oath to them and he cursed them, and the term arur relates to the curse, not to the oath.

²⁵² Rather, the fact that there is an element of oath in the term arur is derived from here: “And the men of Israel were distressed on that day, and Saul administered an oath [vayyoel] to the people, saying: Arur is the man who eats bread until the evening and I will be avenged on my enemies” (I Samuel 14:24). And it is written: “But Jonathan did not hear when his father administered the oath to the people” (I Samuel 14:27). The Gemara challenges: But perhaps, here too, Saul performed two actions to the people; he administered an oath to them and he cursed them.

²⁵³ The Gemara answers: Is it written in that context ve’arur, with a conjunctive prefix, which would indicate that arur is independent of the oath that was administered? Arur is written without a prefix, indicating that it is an intrinsic part of the oath. The Gemara notes: Now that you have arrived at this insight, there too, in the context of Joshua, ve’arur with a conjunctive prefix is not written, indicating that arur is an intrinsic part of the oath.

²⁵⁴ § Rabbi Yosei, son of Rabbi Ḥanina, says with regard to the term amen: There is an element of oath within it, there is an element of acceptance of the statement and agreement within it, and there is an element of confirmation of the statement, i.e., that he believes and prays that the statement will be fulfilled, within it.

²⁵⁵ The Gemara elaborates: There is an element of oath within it, as it is written: “And the priest shall administer an oath to the woman...and the woman shall say: Amen, amen” (Numbers 5:21–22). “Amen” is the oath that the woman takes.

²⁵⁶ There is an element of acceptance of the statement within it, as it is written: “Cursed is he who shall not confirm the matters of this Torah to perform them; and all the people shall say: Amen” (Deuteronomy 27:26), expressing their agreement to fulfill all the matters of the Torah.

²⁵⁷ There is an element of confirmation of the statement within it, as it is written: “And Jeremiah the prophet said: Amen, may the Lord do so; may the Lord uphold your statement” (Jeremiah 28:6).

²⁵⁸ § Rabbi Elazar says: No, or any negative expression, can be an oath, and yes, or any positive expression, can be an oath. The Gemara notes: Granted that no can be an oath, as it is written: “And the waters shall no more become a flood” (Genesis 9:15). And it is written with regard to that negative commitment: “As this is as the waters of Noah unto Me; as I have taken an oath that the waters of Noah shall no more pass over the earth” (Isaiah 54:9). But from where do we derive the fact that yes can be an oath? The Gemara answers: It is based on logical reasoning; from the fact that no can be an oath, yes too can be an oath.

²⁵⁹ Rava said: And a negative expression is an oath only in a case where one said no, no, stating the term two times, or it is in a case where one said yes, yes, stating the term two times, as it is written: “All flesh shall not be excised any more by floodwaters” (Genesis 9:11), and it is again written: “And the waters shall no more become a flood” (Genesis 9:15). And from the fact that no is an oath only when stated two times, yes, too, is an oath only when stated two times.

²⁶⁰ § The mishna teaches: One who curses God employing any of these names or appellations of God is liable to be executed; this is the statement of Rabbi Meir. And the Rabbis deem him exempt.

²⁶¹ The Sages taught that it is written: “Each and every man who shall curse his God shall bear his sin” (Leviticus 24:15). Why must the verse state this? Wasn’t it already stated: “And he who blasphemes the name of the Lord shall be put to death” (Leviticus 24:16)? One might have thought that one would be liable only for cursing the ineffable name of God alone. From where is it derived to include liability for one who curses the appellations of God? It is derived as the verse states: “Each and every man who shall curse his God,” indicating that one is liable in any case, even for cursing an appellation. This is the statement of Rabbi Meir. The Rabbis say: For cursing the ineffable name of God, one is liable to be executed with a court-imposed death penalty, as it is stated explicitly in the verse. And for cursing one of the appellations of God, one is liable for violating a prohibition, but he is not liable to be executed.

²⁶² The mishna teaches: And one who curses his father and his mother employing any of these names or appellations of God is liable to be executed; this is the statement of Rabbi Meir. And the Rabbis deem him exempt. The Gemara asks: Who are the Rabbis whose opinion is cited here?

²⁶³ The Gemara answers: It is Rabbi Menahem bar Yosei, as it is taught in a baraita that Rabbi Menahem bar Yosei says: It is stated with regard to one who blasphemes God: “When he blasphemes a name, he shall be put to death” (Leviticus 24:16). Why must the verse state “a name,” when it is stated at the beginning of the verse: “And he who blasphemes the name of the Lord shall be put to death”? This extraneous word “name” taught with regard to one who curses his father or his mother that he is not liable to be executed through stoning until he curses them in the name of God.

²⁶⁴ The mishna teaches: One who curses himself or another employing any of these names or appellations of God violates a prohibition. Rabbi Yannai says: And everyone agrees that this is the halakha. Even the Rabbis, who hold that one who blasphemes God or curses his parents is liable only

if he employs the Tetragrammaton, agree here that one is liable to receive lashes when he curses employing an appellation.

²⁶⁵ The Gemara proceeds to cite sources for these prohibitions. The prohibition against cursing oneself is derived as it is written: “Only observe for yourself, and keep your soul diligently” (Deuteronomy 4:9). This is in accordance with that which Rabbi Avin says that Rabbi Ile’a says: Everywhere in the Torah that the terms observe, lest, or do not are stated, it is nothing other than a prohibition. One who curses himself does not keep, i.e., take care of, himself and consequently violates the prohibition. And cursing another is derived as it is written: “Do not curse the deaf” (Leviticus 19:14), which applies to others just as it does to one who is deaf.

²⁶⁶ § The mishna teaches that if one says: The Lord God shall strike you (see Deuteronomy 28:22), and likewise if one says: God shall strike you if you do not come to testify, that is a curse that is written in the Torah. The Gemara relates: Rav Kahana sat before Rav Yehuda, and he sat and stated the mishna verbatim as we learned it. Rav Yehuda said to him: Employ a euphemism and formulate it in the third person rather than the second person: God shall strike him instead of you, so that it will not sound as though you are cursing your teacher.

²⁶⁷ Likewise, the Gemara relates: A certain one of the Sages sat before Rav Kahana, and he sat and said the verse: “God will likewise break you forever; He will take you up and pluck you from the tent, and uproot you from the land of the living, Selah” (Psalms 52:7). Rav Kahana said to him: Employ a euphemism and formulate it in the third person rather than the second person, so that it will not sound as though you are cursing your teacher.

²⁶⁸ The Gemara asks: Why do I need two incidents to relate the same concept? The Gemara answers: It was necessary to relate the second incident as well. Lest you say that this statement applies only to the mishna, as in the Oral Torah, where the content, not the formulation, is significant, emending the text in the interest of euphemism is permitted; but with regard to verses in the Bible, where the formulation, i.e., each word, is significant, say that we do not employ a euphemism. Therefore, the Gemara teaches us that it is permitted to employ a euphemism even when reciting verses.

²⁶⁹ § The mishna teaches that if one says to the witnesses: God shall not strike you, or: God shall bless you, or: God shall benefit you if you come and testify, Rabbi Meir deems him liable, as one may infer from that statement that if he fails to testify God will strike him, or will not bless or benefit him. And the Rabbis deem him exempt because the curse is not explicitly stated.

²⁷⁰ The Gemara asks: But isn’t it so that Rabbi Meir does not accept the principle: From a negative statement you can infer a positive statement, and in an agreement, he requires the parties to explicitly state both the positive and the negative stipulations? The Gemara says: Reverse the attribution of the opinions and say that it is the Rabbis who hold that the witness is liable and it is Rabbi Meir who deems him exempt.

²⁷¹ The Gemara relates: When Rabbi Yitzḥak came from Eretz Yisrael to Babylonia, he taught the mishna as we learned it and did not reverse the attribution of the opinions. Rav Yosef said: Now that we have learned the mishna in this formulation, and when he came, Rabbi Yitzḥak taught the mishna in this formulation, conclude from it that the formulation that we learned in the mishna was taught specifically in that manner and that is the correct formulation.

²⁷² The Gemara challenges: But the question remains difficult, as Rabbi Meir does not accept the principle: From a negative statement you can infer a positive statement. The Gemara answers: When Rabbi Meir does not accept that principle, it is only in cases involving monetary matters; but in cases involving ritual matters, e.g., an oath of testimony discussed in the mishna, he accepts the principle, and the witness is liable even in that case.

²⁷³ The Gemara asks: But sota is a case involving ritual, and not monetary matters, and the verse states only what will befall the sota if she did not commit adultery: “And if you did not go astray to defilement, while under your husband, you shall be absolved [hinnaki]” (Numbers 5:19), and the verse does not state what will befall the woman if she committed adultery.

²⁷⁴ A difficulty is raised: According to Rabbi Meir, who does not accept the principle: From a negative statement you can infer a positive statement, both the positive and the negative eventualities should have been written in the verse. And Rabbi Tanḥum bar Ḥakhinai says to resolve the difficulty: Hinnaki is written, meaning: You shall be absolved. But since it is written without the letter yod, it is interpreted as though ḥinnaki is written, meaning: You shall be strangled, which is the eventuality if she committed adultery. The Gemara concludes: The reason that this verse is not difficult is that hinnaki is written and ḥinnaki is interpreted; but if that were not the case, we do not say: From a negative statement you can infer a positive statement. Apparently, even in ritual matters, Rabbi Meir does not accept the principle.

²⁷⁵ Rather, nevertheless, reverse the attribution of the opinions in the mishna and say that Rabbi Meir deems the witness exempt from liability for an oath of testimony, as even in ritual matters, Rabbi Meir does not accept the principle: From a negative statement you can infer a positive statement.

²⁷⁶ Ravina objects to this: And in ritual matters, does Rabbi Meir not accept the principle? But if that is so, with regard to the halakha that priests who perform the Temple service while intoxicated with wine, and priests who perform the Temple service with overgrown hair on their head, who, based on this principle, are liable to receive death at the hand of Heaven, so too does Rabbi Meir not accept this principle? But didn't we learn in a baraita: And these are they who are liable to receive death at the hand of Heaven: Priests who perform the Temple service while intoxicated with wine and priests who perform the Temple service with overgrown hair on their head, and Rabbi Meir does not disagree with that ruling?

²⁷⁷ Rather, actually reverse the attribution of the opinions in the mishna and say that Rabbi Meir deems the witness exempt from liability for an oath of testimony. When Rabbi Meir does not accept that principle, it is only in cases involving monetary matters; but in cases involving ritual matters, he accepts the principle. That is the reason he does not dispute the halakha in the baraita with regard to a priest intoxicated with wine or with overgrown hair on his head. And the reason that he does not accept the principle: From a negative statement you can infer a positive statement, in the case of sota is that sota is different because it is a ritual matter in which there are ramifications involving monetary matters, i.e., payment of the marriage contract. The same is true with regard to an oath of testimony in the mishna; although it is a ritual matter, it is a ritual matter with ramifications involving monetary matters.

Chapter 5

¹ MISHNA: One who takes a false oath denying that he is in possession of an item that another deposited with him is liable to return the item with an additional one-fifth of its value and to bring a guilt-offering (see Leviticus 5:20–26). The halakhot of an oath on a deposit apply to men and to women, to non-relatives and to relatives, i.e., even if the owner of the deposit and the purported bailee are related, to those fit to serve as witnesses and to those disqualified from doing so.

² These halakhot apply when the oath is taken in the presence of a court and when taken not in the presence of a court, as long as the oath is taken on his own, i.e., stated by the defendant himself. But if the oath is administered by others, he is not liable unless he denies the claim in court; this is the statement of Rabbi Meir.

³ And the Rabbis say: Both when the defendant takes an oath on his own and when the oath is administered by others, once he has falsely denied the claim against him, he is liable to bring a guilt-offering and to pay restitution and an additional one-fifth, even if the oath was not administered in the presence of a court.

⁴ And one is liable to bring an offering for intentionally taking a false oath on a deposit and for unwittingly taking a false oath about the intentional misappropriation of the deposit, i.e., if one knowingly took a false oath but was unaware that he is liable to bring an offering for taking the oath. But he is not liable for unwittingly taking a false oath by itself, where he mistakenly thought that he did not owe anything. And what is he liable for when he intentionally takes a false oath? He must bring a guilt-offering worth at least two silver shekels.

⁵ The mishna continues: What is the case of an oath on a deposit? It is where the claimant said to the defendant: Give me my deposit, which is in your possession, and the defendant replied: On my oath nothing of yours is in my possession; or the defendant said to him: Nothing of yours is in my possession, the claimant responded: I administer an oath to you, and the defendant said: Amen. In either case this defendant is liable to bring a guilt-offering if he lied.

⁶ If the claimant administered an oath to him five times, whether in the presence of a court or not in the presence of a court, and the defendant falsely denied each claim, he is liable to bring a guilt-offering for each and every denial. Rabbi Shimon said: What is the reason? It is due to the fact that he is able to retract and confess after each oath and repay the claimant. Since he did not do so, each oath is considered a separate denial of a monetary claim.

⁷ If five people were suing him and they said to him: Give us back our deposit that is in your possession, and the defendant says: On my oath nothing of yours is in my possession, he is liable for only one false oath. But if he responds to each claimant: On my oath nothing of yours is in my possession, and nothing of yours, and nothing of yours, he is liable for his oath concerning each and every claim that he denied. Rabbi Eliezer says: He is not liable for his oath concerning each claim unless he says: On my oath, at the end of the denial, i.e., he says: Nothing of yours is in my possession, and nothing of yours, on my oath, so that it is clear that he is taking an oath to each one. Rabbi Shimon says: He is not liable for his oath concerning each claim unless he says: On my oath, to each and every claimant, i.e., he says: On my oath nothing of yours is in my possession, and on my oath nothing of yours, to each claimant separately.

⁸ In a case where the claimant said: Give me back my deposit, and pledge, stolen item, and lost item that are in your possession, and the defendant responds: On my oath nothing of yours is in my possession, he is liable for only one false oath. But if he responds: On my oath I do not have in my possession your deposit, or pledge, stolen item, or lost item, he is liable for his oath concerning each and every claim.

⁹ In a case where the claimant said: Give me back my wheat, and barley, and spelt that are in your possession, if the defendant responds: On my oath nothing of yours is in my possession, he is liable for only one false oath. But if he responds: On my oath I do not have in my possession your wheat, barley, or spelt, he is liable for his oath concerning each and every claim. Rabbi Meir says: Even if the defendant says: On my oath I do not have in my possession your grain of wheat, or grain of barley, or grain of spelt, he is liable for his oath concerning each and every claim.

¹⁰ The mishna continues: If one accuses another: You raped or you seduced my daughter, and the other says: I did not rape and I did not seduce your daughter, to which the father replied: I administer an oath to you, and the defendant said: Amen, the defendant is liable to bring a guilt-offering if it is a false oath. Rabbi Shimon deems him exempt, since one does not pay a fine based on his own admission. Had he confessed he would have been exempt from paying the fine; he is therefore not liable for his denial. The Rabbis said to him: Even though he does not pay the fine based on his own admission, he does pay compensation for humiliation and compensation for degradation resulting from her being raped or seduced, which are monetary claims and not fines, based on his own admission. He is therefore liable for a false oath, as he denied a monetary claim.

¹¹ Similarly, in a case where one person accuses another: You stole my ox, and the defendant says: I did not steal your ox, if the claimant replied: I administer an oath to you, and the defendant said: Amen, he is liable to pay for the ox due to the theft and to bring a guilt-offering if he lied, since by his oath he is denying that he owes the value of the ox that he would have to pay if he admitted to stealing it. But in a case where the claimant accuses the defendant of stealing the ox and slaughtering or selling it, and the defendant says: I stole the ox, but I did not slaughter or sell it, and this is a lie, if the claimant replied: I administer an oath to you, and he said: Amen, then the defendant is exempt from the fivefold payment for slaughtering or selling another's ox, since it is a fine.

¹² If the claimant says: Your ox killed my ox, and the defendant lies and says: It did not kill your ox, to which the claimant replied: I administer an oath to you, and he said: Amen, then he is liable for his false oath. But if the claimant says: Your ox killed my Canaanite slave and you are therefore liable to pay me a fine of thirty shekels, and he lies and says: It did not kill your slave, to which the claimant replied: I administer an oath to you, and he said: Amen, then he is exempt, because payment for the slave is a fine.

¹³ If the claimant said to him: You injured me and caused me a wound, and the defendant says: I did not injure you and I did not cause you a wound, to which the claimant replies: I administer an oath to you, and he said: Amen, he is liable. But if one's Canaanite slave said to him: You knocked out my tooth, or: You blinded my eye, and you are therefore required to emancipate me, and he says: I did not knock out your tooth, or: I did not blind your eye, to which the slave replies: I administer an oath to you, and he said: Amen, he is exempt from bringing a guilt-offering even though he lied, since the obligation to emancipate one's slave in these cases is a penalty.

¹⁴ This is the principle: For any claim that the defendant would have to pay based on his own admission, he is liable to bring a guilt-offering for taking a false oath concerning that claim. And for any claim that he would not pay based on his own admission but would pay only by the testimony of witnesses, he is exempt from bringing a guilt-offering for taking a false oath concerning that claim.

¹⁵ GEMARA: Rav Aḥa bar Huna and Rav Shmuel, son of Rabba bar bar Ḥana, and Rav Yitzḥak, son of Rav Yehuda, studied tractate Shevuot in the study hall of Rabba. Rav Kahana encountered them and inquired with regard to a matter in the mishna. He said

¹⁶ to them: If one intentionally took a false oath on a deposit and witnesses forewarned him, what is the halakha? Is it the case that since the halakha of an oath on a deposit is a novelty, as in the entire Torah we do not find another case where one who transgressed intentionally brings an offering for atonement, but here he does bring an offering for transgressing the prohibition intentionally, there is no difference whether witnesses forewarned him and there is no difference whether they did not forewarn him, and he is liable to bring a guilt-offering, though generally, there is no offering brought when there was forewarning? Or perhaps, that matter of bringing a guilt-offering when one intentionally takes a false oath applies only when they did not forewarn him; but when they forewarned him, he is flogged, as this is the standard punishment for an intentional transgression, and he does not bring an offering. Or perhaps, we impose both lashes and a guilt-offering.

¹⁷ They said to Rav Kahana: We learn in a baraita: The halakhot of an oath on a deposit are more stringent than the halakhot of an oath of testimony, as one is liable to receive lashes for intentionally taking a false oath on a deposit, and for unwittingly taking a false oath on a deposit one is liable to bring a guilt-offering worth at least two silver shekels; whereas one who takes a false oath of testimony, whether intentionally or unwittingly, brings a sin-offering. From the fact that the baraita states that for intentionally taking a false oath on a deposit one is liable to receive lashes, by inference it can be understood that the baraita is referring to a case where witnesses forewarned him, as one cannot receive lashes without forewarning, and it is stating: Yes, he is liable to receive lashes, but he is not liable to bring an offering. The baraita, then, resolves the question of Rav Kahana.

¹⁸ The Gemara elaborates: And what is the stringency in the fact that one who intentionally takes a false oath on a deposit receives lashes? It is due to the fact that a person prefers to bring an offering rather than receive lashes.

¹⁹ Rava bar Itai said to the students of Rabba: You cannot answer the question from that baraita, as who is the tanna who taught that intentionally taking a false oath on a deposit is not subject to atonement? It is Rabbi Shimon. But according to the Rabbis, he is liable to bring a guilt-offering, as well as receiving lashes. Therefore, the question remains unanswered.

²⁰ Rav Kahana said to the students: Apart from this, you cannot answer my question from this baraita, as I am the one who teaches this baraita and this is how I teach it: An oath on a deposit is more stringent than an oath of testimony, since for taking a false oath on a deposit either intentionally or unwittingly one is liable to bring a guilt-offering worth at least two silver shekels. And what is the stringency in this halakha? It is that there, with regard to an oath of testimony, he is liable to bring a sin-offering that can be worth even one-sixth of one dinar, and here, the guilt-offering incurred for an oath on a deposit must be worth at least two silver shekels.

²¹ The Gemara suggests: And let him derive an answer to his question from his version of the baraita, which indicates that one who intentionally takes a false oath on a deposit brings an offering

and does not receive lashes. The Gemara responds: Perhaps it is referring to a case where they did not forewarn him; had he been forewarned, he would be flogged.

²² The Gemara presents a different version of the previous discussion: Come and hear an answer to the question of Rav Kahana from the mishna: One is not liable for taking a false oath on a deposit unwittingly. And what is he liable for when he intentionally takes a false oath? A guilt-offering worth at least two silver shekels. The Gemara explains: What, is it not that the mishna is referring to a case where witnesses forewarned him, and the mishna nevertheless rules only that he must bring an offering? The Gemara rejects the proof: Here, too, the mishna is referring to a case where the witnesses did not forewarn him.

²³ The Gemara continues to seek an answer to Rav Kahana's question: Come and hear an answer from a baraita. After comparing the case of a nazirite to one who takes an oath on a deposit, the baraita states: No, if you said that the halakha that baraita discusses is true with regard to an impure nazirite, who is indeed flogged for intentionally becoming impure, shall you also say that this is the case with regard to one who took an oath on a deposit, who is not flogged? The Gemara notes: Now, from the fact that the baraita states that a nazirite is flogged, by inference it can be understood that the baraita is referring to a case where witnesses forewarned him, as one is not liable to receive lashes without forewarning; and yet the baraita states: Shall you say that this is the case with regard to one who took an oath on a deposit, who is not flogged? One can infer: But he does bring a guilt-offering.

²⁴ The Gemara rejects the proof: What does the baraita mean when it states that he is not flogged? It means that he is not exempted through lashes alone and he must also bring an offering. The Gemara asks: By inference, does this mean that an impure nazirite is exempted through lashes alone? Isn't it written in the Torah explicitly with regard to him that there is a requirement to bring an offering? The Gemara responds: The offering brought by an impure nazirite does not serve as an atonement. Rather, there, the nazirite brings an offering in order to purify himself so that his naziriteship can go into effect while he is in a state of purity. The offering must be brought even if the nazirite became impure unwittingly.

²⁵ The Sages said this matter before Rabba, i.e., they related the question of Rav Kahana as to whether one who intentionally takes a false oath and was forewarned by witnesses is liable to bring an offering. Rabba said to them: May one conclude by inference that in a case when they did not warn him but there are witnesses to the fact that the defendant owes money to the claimant, he is liable to bring an offering? Isn't this case merely a verbal denial that does not have any effect with regard to liability to pay? Since there are witnesses who will testify that the defendant owes the claimant, his denial and false oath did not exempt him from payment and he therefore should not be liable to bring a guilt-offering for taking a false oath. The Gemara infers: Evidently, Rabba holds that one who denies a monetary claim to which there are witnesses is exempt from bringing a guilt-offering for taking a false oath, since the witnesses will testify to the validity of the claimant's claim and the denial of the defendant is of no consequence.

²⁶ Rav Ḥanina said to Rabba: A baraita is taught that supports your opinion: The verse states with regard to an oath denying a monetary claim: "And deal falsely therein" (Leviticus 5:22), which serves to exclude one who admits to the truth of the claim of one of a group of brothers or to one of a group of partners, even if he denies the claim to the rest of the brothers or partners. The same verse

also states: “And swear to a lie,” which serves to exclude one who borrows money with a promissory note or one who borrows money in the presence of witnesses. Evidently, one is not liable for taking a false oath concerning a monetary claim when there are witnesses who can testify to it.

²⁷ Rabba said to him: If your proof is because of that baraita, you have not supported us, since that baraita is referring to a case where the defendant says: I borrowed, but I did not borrow in the presence of witnesses, or he says: I borrowed, but I did not borrow with a promissory note. Since his denial is only with regard to the circumstances of the loan and not to the actual debt, he is exempt from liability for taking the false oath.

²⁸ Rabba elaborates: From where in the baraita is this explanation apparent? From the fact that it teaches that the verse “and deal falsely therein” serves to exclude one who admits to one of the brothers or to one of the partners. What are the circumstances of that case where one admits to one of the brothers? If we say that he admitted only the portion of the debt owed to that brother, then why is he exempt? Isn’t there the denial of the claim of the other brother, which is a denial of a monetary claim? Rather, is it not that the brothers said to him: You borrowed from both of us, and he said to them: No, I borrowed all of the amount in question from only one of you, which is merely a verbal denial, as he admits that he owes the claimed amount and disputes only the circumstances of the debt. And since the first clause of the baraita is referring to a case of a verbal denial, the last clause is also referring to a verbal denial. Consequently, one cannot cite a proof from this baraita.

²⁹ The Gemara attempts to prove that one who takes a false oath on a deposit is liable to bring an offering even when there are witnesses, and presents a mnemonic to remember the series of proofs: Liability, sets, of the homeowner, stringent, nazirite. The Gemara suggests: Come and hear a proof from the mishna: He is not liable for unwittingly taking a false oath by itself. And what is he liable for when he intentionally takes a false oath? He must bring a guilt-offering worth at least two silver shekels. The Gemara continues: What, is it not referring to a case where he intentionally denies the claim of witnesses, and the mishna nevertheless teaches that he is liable to bring a guilt-offering? The Gemara rejects the proof: No, the mishna is referring to a case where there are no witnesses and he admits on his own that he intentionally took a false oath. Had there been witnesses, he would have been exempt from bringing an offering.

³⁰ The Gemara suggests: Come and hear a proof from a mishna (31b) that discusses an oath of testimony: If there were two sets of witnesses who took an oath of testimony, and the first set falsely denied knowledge of the matter and then the second set falsely denied knowledge of the matter, both are liable, because the testimony can exist with either of them. The Gemara clarifies: Granted, the second set should be liable, since the first set already denied knowledge of the incident and the validity of the claimant’s monetary claim now depends upon their testimony. But why is the first set liable?

³¹ Doesn’t the second set stand ready to testify, so that the refusal of the first set of witnesses does not affect a monetary claim? Evidently, a denial of a monetary claim to which there are witnesses is still considered a denial.

³² Ravina said: Here we are dealing with a case where at the time of the denial by the first set, the second set of witnesses were related to one another through their wives, so that the second set was unfit to provide testimony; and their wives were moribund. Lest you say: Most moribund people actually die soon thereafter, and the witnesses are considered fit to provide testimony, the baraita

teaches us that in any event they are currently alive and have not died. The second set was therefore unfit to provide testimony.

³³ The Gemara suggests: Come and hear a proof from a baraita: In the case of a homeowner acting as a bailee who falsely claimed that a thief stole a deposit from him, and the homeowner took an oath to that effect and then admitted that he was lying, and witnesses came and testified that the item was not stolen from the homeowner, the halakha depends on the circumstances. If he admitted to his lie before the witnesses came and testified, he pays the principal value of the item and the additional one-fifth payment for denying that he possessed the deposit, and he brings a guilt-offering as atonement for a false oath on a deposit. If he admitted his guilt after the witnesses came and testified, he pays the double payment and brings a guilt-offering. The baraita indicates that even in the case of a monetary claim to which there are witnesses, one is liable to bring a guilt-offering.

³⁴ The Gemara responds: Here, too, explain this baraita as Ravina explained the previous baraita, that at the time the homeowner took his oath, the witnesses were related through their moribund wives and were unfit to provide testimony.

³⁵ Ravina said to Rav Ashi: Come and hear another proof from that which is taught in a baraita: The halakhot of an oath on a deposit are more stringent than the halakhot of an oath of testimony, as one is liable to receive lashes for intentionally taking a false oath on a deposit, and one is liable to bring a guilt-offering worth at least two silver shekels for taking the oath unwittingly. Ravina infers: From the fact that the baraita states that one is flogged, by inference it can be understood that the baraita is referring to a case where there are witnesses to the fact that the deposit is in the defendant's possession and the defendant was forewarned, and yet it states: One is liable to bring a guilt-offering worth at least two silver shekels for taking the oath unwittingly.

³⁶ Rav Mordekhai said to them: Apart from this, you cannot cite this baraita as a proof. As, didn't Rav Kahana already say to the students (37a): I am the one who teaches this baraita and this is how I teach it: An oath on a deposit is more stringent than an oath of testimony, since for taking a false oath on a deposit either intentionally or unwittingly one is liable to bring a guilt-offering worth at least two silver shekels. The baraita is not referring to a case in which there were witnesses who forewarned him.

³⁷ The Gemara suggests: Come and hear a proof from another baraita: No, if you said that the halakha that baraita discusses is true with regard to an impure nazirite, who is indeed flogged for intentionally becoming impure, shall you also say that this is the case with regard to one who took an oath on a deposit, who is not flogged? The Gemara elaborates: What are the circumstances of the baraita? If it is a case where there were no witnesses, why is the nazirite flogged? Rather, isn't it obvious that there are witnesses, and yet, the baraita teaches: Shall you also say that this is the case with regard to one who took an oath on a deposit, who is not flogged? It may be inferred that he does not receive lashes but does bring an offering, even though there are witnesses. The Gemara concludes: The refutation of the opinion of Rabba is indeed a conclusive refutation.

³⁸ § Rabbi Yoḥanan says: One who denies a monetary claim to which there are witnesses is liable to bring a guilt-offering for a false oath on a deposit. But if he denies a debt concerning which there is a promissory note, he is exempt. Rav Pappa said: What is the reasoning of Rabbi Yoḥanan? It occurs that witnesses die, and it is therefore possible that he would not be found liable through their

testimony; he is therefore considered to have denied a monetary claim. By contrast, a promissory note remains in its place, and his denial would never have exempted him from payment.

³⁹ Rav Huna, son of Rav Yehoshua, said to Rav Pappa: This cannot be the reasoning of Rabbi Yoḥanan, as it also occurs that a promissory note becomes lost. Rather, Rav Huna, son of Rav Yehoshua, said: This is the reasoning of Rabbi Yoḥanan: It is because a promissory note comprises a lien on land, since the promissory note places a lien on the debtor's property, and one does not bring an offering for an oath on a deposit for denying a lien on land, since one does not take an oath concerning land.

⁴⁰ It was stated: In a case where one administers an oath to witnesses who deny knowing information with regard to ownership of land and they deny knowledge of the matter, Rabbi Yoḥanan and Rabbi Elazar disagree: One says that the witnesses are liable to bring a sin-offering for a false oath of testimony, and one says that they are exempt. The Gemara notes: It may be concluded that it is Rabbi Yoḥanan who says they are exempt. This can be inferred from the fact that Rabbi Yoḥanan says: One who denies a monetary claim to which there are witnesses is liable, but one who denies a claim concerning which there is a promissory note is exempt. And this conclusion is in accordance with the explanation of Rav Huna, son of Rav Yehoshua, that the reasoning of Rabbi Yoḥanan is that a promissory note comprises a lien on land, and one does not bring an offering for denying a lien on land. The Gemara affirms: Indeed, it may be concluded.

⁴¹ Rabbi Yirmeya said to Rabbi Abbahu: Shall we say that Rabbi Yoḥanan and Rabbi Elazar disagree with regard to the issue that is the subject of the dispute of Rabbi Eliezer and the Rabbis? As we learned in a baraita: In the case of one who robbed another of a field and then a river flooded it, he is liable to provide the field's owner with a different field, since the value of the flooded field was significantly decreased and the robber must return the value of that which he stole; this is the statement of Rabbi Eliezer. And the Rabbis say: He is exempt from doing so, as he can say to the owner: That which is yours is before you. The robber may return the flooded field to its owner without reimbursing him for the loss in its value, since according to the Rabbis, land cannot be stolen. Consequently, the field is considered to be in the possession of its owner, and the thief is not obligated in the mitzva of returning a stolen item.

⁴² Rabbi Yirmeya continues: And we say: With regard to what do they disagree? Rabbi Eliezer interprets the verses that discuss an oath on a deposit and the mitzva to return stolen items according to the hermeneutical principle of amplifications and restrictions, and the Rabbis interpret them according to the hermeneutical principle of generalizations and details.

⁴³ He explains: Rabbi Eliezer interprets the verses: "If anyone sin, and commit a trespass against the Lord, and deal falsely with his neighbor in a matter of deposit or of pledge, or of robbery, or have oppressed his neighbor...or of anything about which he has sworn falsely, he shall restore it in full" (Leviticus 5:21–24), according to the hermeneutical principle of amplifications and restrictions. The phrase "if anyone sin, and commit a trespass against the Lord, and deal falsely with his neighbor" amplified the halakha. When the verse states: "In a matter of deposit or of pledge," it has restricted the halakha to the case of a deposit. When the verse then states: "Or of anything about which he has sworn falsely, he shall restore it in full," it has then amplified the halakha again.

⁴⁴ Accordingly, as the Torah amplified and then restricted and then amplified again, it has amplified the halakha to include everything except for the specific matter excluded by the restriction. What is

included due to the fact that the verse has amplified the halakha? The verse has amplified the halakha to include everything that one steals. And what is excluded due to the fact that the verse restricted the halakha? It restricted the halakha to exclude financial documents, which are dissimilar to a deposit in that their value is not intrinsic but rather due to their function. Consequently, according to Rabbi Eliezer, land that was stolen is included in the halakhot stated in these verses, and one who steals land must reimburse the field's owner.

⁴⁵ And the Rabbis interpreted these verses according to the hermeneutical principle of generalizations and details. The phrase "and deal falsely with his neighbor" is a generalization, while the subsequent phrase, "in a matter of deposit or of pledge, or of robbery," is a detail. When the verse then states: "Or of anything about which he has sworn falsely, he shall restore it in full," it has then generalized again. In the case of a generalization, and a detail, and a generalization, you may deduce that the verse is referring only to items similar to the detail.

⁴⁶ Accordingly, just as the detail, i.e., a deposit, is explicitly a case of movable property and has intrinsic monetary value, so too, the verse includes anything that is movable property and has intrinsic monetary value. Consequently, land has been excluded, as it is not movable property. Canaanite slaves have been excluded, as they are compared to land with regard to many areas of halakha. Financial documents have been excluded because although they are movable property, they do not have intrinsic monetary value.

⁴⁷ Rabbi Yirmeya concludes: Shall we say that the one who deems the witnesses liable in a case of an oath of testimony concerning land, i.e., Rabbi Elazar, holds in accordance with the opinion of Rabbi Eliezer, that land is included in the mitzva of returning stolen property and in the halakhot of an oath on a deposit, and by extension, in the halakhot of an oath of testimony; and the one who deems them exempt, i.e., Rabbi Yoḥanan, holds in accordance with the opinion of the Rabbis, that land is excluded from these halakhot?

⁴⁸ Rabbi Abbahu said to Rabbi Yirmeya: No, the two disagreements do not completely correspond. The one who deems the witnesses liable must in fact hold in accordance with the opinion of Rabbi Eliezer. But the one who deems them exempt could have said to you: In this case of an oath of testimony, even Rabbi Eliezer concedes that they are exempt from bringing an offering, as the Merciful One states: "Of anything about which he has sworn falsely," and not: Everything about which he has sworn falsely. The verse indicates that only certain items are included in the halakhot of an oath of testimony. Therefore, land is excluded, since it is dissimilar to the specific instances mentioned in the verse.

⁴⁹ Rav Pappa said in the name of Rava: The mishna is also precisely formulated, as it teaches: In a case where one accuses another: You stole my ox, and the defendant says: I did not steal your ox, if the claimant replied: I administer an oath to you, and the defendant said: Amen, he is liable. The mishna discusses a claim of a stolen ox, whereas it does not teach a claim of: You stole my Canaanite slave. What is the reason? Is it not due to the fact that a Canaanite slave is compared to land, and one is not liable to bring an offering for a denial in a matter of a lien on land?

⁵⁰ Rav Pappi said in the name of Rava: There is no proof from the mishna, as say the last clause of the mishna: This is the principle: For any claim that the defendant would have to pay based on his own admission, he is liable. And for any claim that he would not pay based on his own admission, but by the testimony of witnesses, he is exempt, even if he denies the claim against him and takes an

oath to that effect. Rav Pappi asks: What is added by the phrase: This is the principle? Is it not to include even an accusation of: You stole my Canaanite slave, in the halakha of oaths on a deposit?

⁵¹ Rather, no inference is to be learned from the mishna.

⁵² § The mishna teaches: What is the case of an oath on a deposit? It is where the claimant said to the defendant: Give me my deposit, which is in your possession, and the defendant replied: On my oath nothing of yours is in my possession, or the defendant said to him: Nothing of yours is in my possession; the claimant responded: I administer an oath to you, and the defendant said: Amen. In either case this defendant is liable to bring a guilt-offering if he lied. The mishna then discusses a case where five people sued him and he took an oath denying all of their claims. With regard to this case, the Sages taught in a baraita: If he included all the denials in one oath, he is liable for only one false oath; if he specified them, he is liable for his oath concerning each and every claim; this is the statement of Rabbi Meir. Rabbi Yehuda says that if he said: On my oath nothing of yours is in my possession, and nothing of yours, and nothing of yours, he is liable for his oath concerning each and every claim.

⁵³ The baraita continues: Rabbi Eliezer says that only if he said: Nothing of yours is in my possession, and nothing of yours, and nothing of yours, on my oath, i.e., he said the word oath at the end, is he liable for his oath concerning each and every claim. Rabbi Shimon says: He is not liable for his oath concerning each individual claim unless he says: On my oath, to each and every claimant.

⁵⁴ Shmuel and Rabbi Yoḥanan disagree with regard to the dispute between Rabbi Meir and Rabbi Yehuda: Rav Yehuda says that Shmuel says: The phrasing where one uses the conjunction: And, between denials is considered by Rabbi Meir to be a general denial and is considered by Rabbi Yehuda to be a specific denial; and the phrasing where one refrains from using the conjunction: And, is considered by Rabbi Yehuda to be a general denial and is considered by Rabbi Meir to be a specific denial.

⁵⁵ And Rabbi Yoḥanan says: All concede in a case where the defendant says: And nothing of yours, that it is considered specific and that he is liable for his oath concerning each claim, even Rabbi Meir. They disagree only with regard to a case where the defendant said: Nothing of yours, without the conjunctive: And. As Rabbi Meir says: It is considered specific, and Rabbi Yehuda says: It is considered general. And what is the case of a general denial according to Rabbi Meir, where one is liable for only one oath? It is the case where the defendant says, in the plural: On my oath nothing of yours is in my possession.

⁵⁶ The Gemara asks: With regard to what do they disagree that they explain the opinion of Rabbi Meir differently? The Gemara responds: Shmuel inferred his explanation from the baraita, and Rabbi Yoḥanan inferred his explanation from the mishna. The Gemara explains: Shmuel inferred his explanation from the baraita as follows: From the fact that Rabbi Yehuda says that the phrase: And nothing of yours, is considered a specific denial, for which one is liable for his oath concerning each and every claim, one may conclude by inference that Rabbi Yehuda understood that Rabbi Meir said that it is considered a general denial, and therefore, Rabbi Yehuda disagreed and said to him: No, it is considered a specific denial.

⁵⁷ And Rabbi Yoḥanan says in response to this inference that the baraita can be explained differently: Both phrases: Nothing of yours, and: And nothing of yours, are deemed specific denials by Rabbi

Meir; and Rabbi Yehuda said to him: With regard to: And nothing of yours, I concede to you that it is considered specific. But with regard to: Nothing of yours, I disagree with you and consider it a general denial. And Shmuel would respond: If that is so, then why does Rabbi Yehuda state in the baraita the instance in which he concedes to Rabbi Meir? Instead of conceding, let him disagree and state the instance in which they differ.

⁵⁸ The Gemara proceeds to explain the opinion of Rabbi Yoḥanan: And Rabbi Yoḥanan inferred his explanation from the mishna as follows: From the fact that Rabbi Meir, who is the tanna associated with unattributed statements in the Mishna, says: If he addressed all of the claimants and said: On my oath nothing of yours is in my possession, it is deemed a general denial, one may conclude by inference that a denial phrased: And nothing of yours, is deemed specific. As if it would enter your mind that Rabbi Meir also deems: And nothing of yours, to be a general denial, then instead of teaching us that when one states in the plural: On my oath nothing of yours is in my possession, it is deemed general, let him teach us that when one states: On my oath nothing of yours is in my possession, and nothing of yours, and nothing of yours, it is general, and all the more so it would be clear that when one states in the plural: On my oath nothing of yours is in my possession, it is considered general.

⁵⁹ And Shmuel says that one may interpret the statement of Rabbi Meir as follows: Anyone who says: And nothing of yours, is considered as though he says in the plural: On my oath nothing of yours is in my possession.

⁶⁰ The Gemara attempts to bring a proof for the opinion of Rabbi Yoḥanan: We learned in the mishna that if the defendant said: On my oath nothing of yours is in my possession, and nothing of yours, and nothing of yours, he is liable for his oath concerning each and every claim that he falsely denied. Evidently, Rabbi Meir deems: And nothing of yours, to be specific. The Gemara rejects the proof: Emend the language of the mishna and teach: Nothing of yours, nothing of yours, nothing of yours.

⁶¹ The Gemara suggests: Come and hear an additional proof from that which is taught in the mishna: In a case where the claimant says: Give me back my deposit, and pledge, and stolen item, and lost item that are in your possession, and the defendant responds: On my oath I do not have in my possession your deposit, or pledge, or stolen item, or lost item, he is liable for his oath concerning each and every claim. Evidently, by using the conjunction: Or, Rabbi Meir deems the denials specific, counter to the explanation of Shmuel. The Gemara rejects the proof: Emend the language of the mishna and teach: On my oath you do not have a deposit, a pledge, a stolen item, a lost item, in my possession.

⁶² The Gemara suggests: Come and hear another proof from the mishna: In a case where the claimant said: Give me back my wheat, and barley, and spelt that are in your possession, if the defendant responds: On my oath nothing of yours is in my possession, he is liable for only one false oath. But if he responds: On my oath I do not have in my possession your wheat, or barley, or spelt, he is liable for his oath concerning each and every claim. The mishna is therefore counter to the explanation of Shmuel. The Gemara rejects the proof: Again, emend the language of the mishna and teach: Wheat, barley, spelt, without the conjunction: Or.

⁶³ The Gemara asks: But could it be that this tanna errs so much as he teaches the mishna? The Gemara offers an alternative explanation: According to Shmuel, the mishna is not in accordance with the opinion of Rabbi Meir. Rather, in accordance with whose opinion is this mishna? It is in

accordance with the opinion of Rabbi Yehuda HaNasi, who says: There is no difference if one says: An olive-bulk an olive-bulk, and there is no difference if one says: An olive-bulk and an olive-bulk; both are considered specific formulations.

⁶⁴ The Gemara suggests: Come and hear a proof from Rabbi Meir's own statement in the mishna: Rabbi Meir says: Even if the defendant says: On my oath I do not have in my possession your grain of wheat, or grain of barley, or grain of spelt, he is liable for his oath concerning each and every claim. Clearly, the conjunction: Or, renders the denial specific according to Rabbi Meir, counter to the explanation of Shmuel. The Gemara rejects the proof: Emend the language of the mishna and teach: On my oath I do not have in my possession a grain of wheat, a grain of barley, a grain of spelt of yours.

⁶⁵ The Gemara explains: What novelty is there in a case where one takes an oath in this manner, that Rabbi Meir says: Even? Rav Aḥa, son of Rav Ika, said: Even the singular form for wheat includes much wheat, and the singular form for barley includes much barley, and the singular form for spelt includes much spelt, i.e., although the defendant refers to the grains in the singular, his denial is referring to all wheat, all barley, and all spelt.

⁶⁶ § The mishna teaches: Give me back my deposit, and pledge, stolen item, and lost item that are in your possession, etc. If the claimant said: Give me back my wheat and barley, and spelt, and the defendant responds: On my oath I do not have in my possession your wheat, or barley, or spelt, he is liable for his oath concerning each and every claim. Rabbi Yoḥanan says: If all of the wheat, barley, and spelt were collectively worth at least one peruta, then even if each type of grain was worth less than one peruta, their total value combines to render him liable.

⁶⁷ Rav Aḥa and Ravina disagree with regard to the ruling of the mishna. One says that when the mishna teaches that one is liable for his oath concerning each and every claim, it means that he is liable for the three specific denials of wheat, barley, and spelt, and he must bring three separate offerings; but he is not liable for the general oath taken at the beginning of his denial, i.e., when he said: On my oath I do not have in my possession. Accordingly, the statement of Rabbi Yoḥanan was said with regard to the previous case in the mishna, where the defendant said: On my oath I do not have in my possession. And one says that he is liable also for the general oath taken at the beginning of his denial, so that the defendant is liable to bring a total of four offerings. Accordingly, even if the grains were worth only one peruta collectively and the defendant is not liable for any of the specific oaths, the defendant remains liable to bring an offering for the general oath according to Rabbi Yoḥanan.

⁶⁸ The Gemara questions the second opinion: But didn't Rabbi Ḥiyya teach in a baraita: If five people claimed from one defendant wheat, barley, and spelt, and the defendant took an oath denying each claim of each claimant, there are then fifteen sin-offerings here that the defendant is liable to bring? And if it is so that the defendant is liable for the general oath as well, there would be a total of twenty sin-offerings that he is liable to bring. The Gemara responds: That tanna calculated the defendant's liability for the specific oaths; he did not calculate the defendant's liability for the general oaths.

⁶⁹ The Gemara now questions the first opinion: But didn't Rabbi Ḥiyya teach in a different baraita: There are twenty sin-offerings here? Evidently, Rabbi Ḥiyya does calculate the general oaths. The Gemara responds: That baraita does not count the general oaths either; rather, it is referring to a

different case entirely, where each of the five claimants claimed from the defendant a deposit and a pledge and a stolen item and a lost item.

⁷⁰ Rava raised a dilemma before Rav Naḥman: In a case where five people were suing another and they said to him: Give us back our deposit, pledge, and stolen item, and lost item that are in your possession, and the defendant said to one of them: On my oath your deposit, pledge, stolen item, and lost item are not in my possession, and neither are yours, and neither are yours, and neither are yours, and neither are yours, what is the halakha? Is he liable for only one oath for each of the four claimants to whom he said: And neither are yours, since these are considered general oaths?

⁷¹ Or perhaps he is liable for his oath concerning each and every claim made by each claimant.

⁷² The Gemara suggests: Come and hear a proof from that which Rabbi Ḥiyya taught in a baraita: There are twenty sin-offerings here that the defendant must bring. The Gemara elaborates: What are the circumstances of the baraita? If the defendant specified each claim of each of the claimants in his oath, does Rabbi Ḥiyya come to teach us a number? Obviously, the defendant is liable to bring twenty offerings. Rather, is it not that the baraita is referring to a case where he did not specify an oath to each claimant, but he specified it to the first claimant and said: And neither are yours, to each of the remaining claimants? And therefore, conclude from the baraita that such a denial is considered specific.

⁷³ § The mishna teaches that if one accuses another: You raped or you seduced my daughter, and the other says: I did not rape and I did not seduce your daughter, to which the father replied: I administer an oath to you, and the defendant said: Amen, the defendant is liable to bring a guilt-offering if it is a false oath, and Rabbi Shimon deems him exempt from liability for a false oath on a deposit. The reason is that the payment for rape or seduction is a fine, and one does not pay a fine based on his own admission; therefore, he is also exempt from bringing a guilt-offering for having taken a false oath. The Rabbis hold that he is liable since he would have been liable to pay compensation for humiliation and degradation resulting from her being raped or seduced, which are monetary claims. Rabbi Ḥiyya bar Abba says that Rabbi Yoḥanan says: What is the reasoning of Rabbi Shimon? Rabbi Shimon holds that since the father is primarily claiming the fine and his claim to the other payments is secondary, the defendant is exempt from liability.

⁷⁴ Rava says: To what case is this explanation of the opinion of Rabbi Shimon compared? It is compared to a case where a person said to another: Give me back my wheat and barley and spelt that are in your possession, and the other said to him: On my oath your wheat is not in my possession; and it was then discovered that it was only wheat that he did not have, but he did have the claimant's barley and spelt. In that case, the halakha is that he is exempt from liability for an oath on a deposit, as when he took an oath with regard to the wheat, he took a truthful oath.

⁷⁵ Abaye said to Rava: Are the two cases comparable? There, in the case of the grain, the defendant denies only the other's claim of wheat, but he does not deny his claim of barley and spelt. Here, the defendant denies the entire matter, as he claims that he never raped or seduced the man's daughter. Rather, this explanation is comparable only to a case where one said to another: Give me back my wheat and barley and spelt that are in your possession, and the defendant said to him: On my oath nothing of yours is in my possession at all, and it was then discovered that it was only wheat that he did not have, but he did have the claimant's barley and spelt. In that case, the halakha is that he is

liable for an oath on a deposit. This, then, cannot be the reasoning of Rabbi Shimon, as he exempts the defendant from liability.

⁷⁶ Rather, when Ravin came from Eretz Yisrael to Babylonia, he said that Rabbi Yoḥanan said: According to the statement of Rabban Shimon, the father is claiming only the fine and not the compensation for humiliation and degradation resulting from his daughter's having been raped or seduced. According to the statement of the Rabbis, he is also claiming payment for humiliation and degradation resulting from her having been raped or seduced. The Gemara asks: With regard to what principle do they disagree? Rav Pappa said: Rabbi Shimon holds: A person does not forgo a claim to something with a fixed value, such as a fine, and claim something whose value is not fixed and requires an appraisal, such as humiliation and degradation resulting from being raped or seduced. And the Rabbis hold that one does not forgo a claim to something that the defendant is not exempt from paying if he admits his guilt, and claim something that the defendant is exempt from paying if he admits his guilt, such as a fine.

Chapter 6

¹ MISHNA: By Torah law, the oath imposed by the judges upon one who admits to part of a claim is administered only when the claim is for the value of at least two silver ma'a, and the defendant's admission is for the value of at least one peruta. And furthermore, if the admission is not of the same type as the claim, i.e., the defendant admitted to a debt that the claimant did not claim, the defendant is exempt from taking an oath.

² How so? If the claimant said to the defendant: I have two silver ma'a in your possession, and the latter responded: You have only one peruta, a coin made from copper, in my possession, he is exempt from taking an oath (see 39b). But if the claimant said: I have two silver ma'a and one peruta in your possession, and the defendant responded: You have only one peruta in my possession, he is liable to take an oath.

³ If the claimant said: I have one hundred dinars in your possession, and the defendant responded: Nothing of yours is in my possession, he is exempt, as he denies the entire claim. But if the claimant said: I have one hundred dinars in your possession, and the defendant responded: You have only fifty dinars in my possession, he is liable to take an oath, as he admitted to a part of the claim.

⁴ If the claimant said: My late father had one hundred dinars in your possession, and I am now claiming them, and the defendant responded: You have only fifty dinars in my possession, he is exempt from taking an oath, as he is like one returning a lost item, since he could have easily denied the entire claim.

⁵ § The mishna discusses other cases where the defendant denies an entire claim. In a case where one said to another: I have one hundred dinars in your possession, and the latter said to him: Yes, I acknowledge that claim; and the next day the claimant said to him: Give the money to me, and the defendant responded: I already gave it to you, he is exempt. But if he responded: Nothing of yours is in my possession, i.e., he denies that a debt ever existed, he is liable to pay, as he already admitted that he owed him the amount.

⁶ In a case where the claimant said: I have one hundred dinars in your possession, and the defendant said to him: Yes, to which the claimant responded: Give the money to me only in the presence of witnesses, then if the next day the claimant said to him: Give the money to me, and the defendant responded: I already gave it to you, he is liable to pay, as he is required to give it to him in the presence of witnesses, and he cannot prove that he did so.

⁷ § The mishna resumes discussion of the oath imposed by the court in a case where the defendant admits to a part of a claim. If the claimant said: I have a litra, i.e., a specific weight, of gold in your possession, and the defendant responded: You have only a litra of silver in my possession, he is exempt from taking an oath, as his admission relates to a different item than that which the claim relates to. But if the claimant said: I have a gold dinar in your possession, and the defendant responded: You have only a silver dinar, or a tereisit, or a pundeyon, or a peruta in my possession, he is liable to take an oath, as they are all of one type; they are all coins. Since the claim concerns money, the difference between the different types of coins is disregarded, as the claim is essentially referring to the monetary value, not to a specific type of coin.

⁸ If the claimant said: I have a kor of grain in your possession, and the defendant responded: You have only a half-kor of legumes in my possession, he is exempt. But if the claimant said: I have a kor of produce in your possession, and the defendant responded: You have only a half-kor of legumes in my possession, he is liable, as legumes are included in produce.

⁹ If one claimed that another owes him wheat, and the defendant admitted to owing him barley, he is exempt; and Rabban Gamliel deems him liable to take an oath. According to Rabban Gamliel, one who admits to a part of the claim is liable to take an oath even if the admission is not of the same type as the claim.

¹⁰ With regard to one who claims that another owes him jugs of oil, and the latter then admitted that he owes him pitchers, i.e., the jugs themselves, but not the oil, Admon says: Since he admitted to him with regard to a part of the claim, and his admission was of the same type as the claim, i.e., the claim included both containers and oil and he admitted to owing him containers, he must take an oath. And the Rabbis say: The partial admission in this case is not of the same type as the claim, as he completely denied owing him oil. Rabban Gamliel said: I see the statement of Admon as correct.

¹¹ If one claimed that another owes him vessels and land, and the defendant admitted to owing him vessels but denied the claim of land, or conversely, he admitted to owing him land but denied the claim of vessels, he is exempt from taking an oath, as oaths are not taken concerning claims involving land. If he admitted to part of the claim about the land, he is exempt. If he admitted to part of the claim about the vessels, he is liable to take an oath concerning the entire claim, as property that does not serve as a guarantee, i.e., movable property, binds the property that serves as a guarantee, i.e., the land, so that the oath about the movable property can be extended to require him to take an oath concerning the land as well.

¹² One does not take an oath concerning the claim of a deaf-mute, an imbecile, or a minor. And the court does not administer an oath to a minor. But one does take an oath to a minor, or to a representative of the Temple treasury with regard to consecrated property.

¹³ GEMARA: How does the court administer an oath to someone who is liable to take an oath? Rav Yehuda says that Rav says: The court administers to him the oath stated in the Torah, as it is written

in Abraham's instruction to his servant: "And I will make you swear by the Lord, the God of heaven" (Genesis 24:3).

¹⁴ Ravina said to Rav Ashi: In accordance with whose opinion is Rav's statement? Is it in accordance with the opinion of Rabbi Ḥanina bar Idi, who says that when one is liable to take an oath, we require him to take it using the ineffable name of God?

¹⁵ Rav Ashi said to him: You may even say it is in accordance with the opinion of the Rabbis, who say that one is merely required to take an oath using an appellation of God. And the practical ramification of Rav's statement is that just as in the aforementioned verse, Abraham said: "Please put your hand under my thigh, and I will make you swear" (Genesis 24:2–3), instructing his servant to grasp his circumcised penis, which is considered sacred to some degree, so too, in oaths administered by the court, one must grasp a sacred item in his hand while taking the oath.

¹⁶ And this is in accordance with the opinion of Rava; as Rava said: This judge who administers an oath "by the Lord, the God of heaven," without instructing the litigant to grasp a sacred item, is considered like one who made a mistake with regard to a matter that appears in the Mishna; in which case his ruling is revoked, and the litigant must repeat the oath. And Rav Pappa said: This judge who administers an oath in which the litigant grasps phylacteries, not a Torah scroll, is considered like one who made a mistake with regard to a matter that appears in the Mishna; in which case his ruling is revoked, and the litigant must repeat the oath.

¹⁷ The Gemara concludes: And the halakha is in accordance with the opinion of Rava, but the halakha is not in accordance with the opinion of Rav Pappa. The halakha is in accordance with the opinion of Rava that if the litigant merely took an oath using the ineffable name of God, he is required to take another oath, as he was not grasping any sacred item in his hand; but the halakha is not in accordance with the opinion of Rav Pappa, that if the litigant was grasping phylacteries he is required to take another oath, as he was grasping a sacred item in his hand, even though it was not a Torah scroll.

¹⁸ One takes an oath while standing, but a Torah scholar takes an oath while sitting. One takes an oath grasping a Torah scroll *ab initio*, but a Torah scholar may take an oath grasping phylacteries *ab initio*.

¹⁹ § The Sages taught in a baraita: An oath imposed by the judges may also be recited in its language, i.e., in any language spoken by the one taking the oath. It is not required that the oath be in Hebrew.

²⁰ Before he takes the oath, the judges say to him: Be aware

²¹ that the entire world trembled when the Holy One, Blessed be He, said at Mount Sinai: "You shall not take the name of the Lord, your God, in vain, for the Lord will not hold guiltless one who takes His name in vain" (Exodus 20:7).

²² And be aware that with regard to all of the other transgressions in the Torah it is stated: "And will...clear the guilty [venakkeh]" (Exodus 34:7); whereas here, with regard to taking a false oath, it is stated: "Will not hold guiltless [lo yentakkeh]." And be aware that with regard to all of the other transgressions in the Torah, punishment is exacted only from the transgressor, whereas here, punishment is exacted from him and from his family, as it is stated: "Do not allow your mouth to bring your flesh into guilt" (Ecclesiastes 5:5). The verse indicates that one who sins with his mouth,

by taking a false oath, causes his flesh to be punished as well; and one's flesh is nothing other than his relative, as it is stated: "And that you not hide yourself from your own flesh" (Isaiah 58:7).

²³ And be aware that with regard to all of the other transgressions in the Torah, punishment is exacted only from the transgressor; whereas here, punishment is exacted from him and from the entire world, as it is stated: "Swearing, and lying, and murdering, and stealing, and committing adultery, they break all bounds...Therefore, the land mourns, and everyone who dwells therein languishes" (Hosea 4:2-3).

²⁴ The Gemara suggests: And why not say that punishment is not exacted from the entire world unless he commits all of the sins mentioned in the verse? The Gemara answers: This should not enter your mind, as it is written: "Because of swearing the land mourns" (Jeremiah 23:10), indicating that taking a false oath is sufficient to cause the land to mourn. And it is similarly written in the verse in Hosea: "Therefore, the land mourns, and everyone who dwells therein languishes." Both verses employ a term of mourning.

²⁵ The baraita continues with the judges' forewarning: And be aware that with regard to all the other transgressions in the Torah, if the transgressor has merit, God suspends his punishment for two or three generations, and only if his descendants follow in his ways are they punished. Whereas here, punishment is exacted from him immediately, as it is stated: "This is the curse that goes forth over the face of the whole land...I cause it to go forth, says the Lord of hosts, and it shall enter into the house of the thief, and into the house of he who swears falsely by My name; and it shall abide in the midst of his house and shall consume it, with its timber and its stones" (Zechariah 5:3-4).

²⁶ The baraita analyzes the verse: "I cause it to go forth" means immediately. "And it shall enter into the house of the thief"; this is referring to one who deceives people, e.g., one who has no money in the possession of another, but claims money from him and administers an oath to him in court, thereby causing an oath to be taken in vain. "And into the house of he who swears falsely by My name" is as it indicates, in accordance with its straightforward meaning. From the end of the verse: "And it shall abide in the midst of his house and shall consume it, with its timber and its stones," you have therefore learned that a false oath consumes things that even fire and water do not consume, such as stones.

²⁷ The baraita continues: If the defendant says at this point: I will not take an oath, the court dismisses him immediately, and rules him liable to pay. And if he says: I will take an oath, the people standing there say to each other: "Depart, I pray you, from the tents of these wicked men, and touch nothing of theirs, lest you be swept away in all their sins" (Numbers 16:26). And when the judges administer the oath to him, they say to him: Be aware that we administer an oath to you not according to your understanding of the oath, but according to the objective understanding of the Omnipresent and according to the understanding of the court, i.e., the judges' intention.

²⁸ This is as we have found written with regard to Moses, our teacher. When he administered an oath to the Jewish people in the plains of Moab so that they would accept the Torah upon themselves, he said to them: Know that it is not according to your understanding that I administer an oath to you, but according to the understanding of the Omnipresent and according to my understanding. As it is stated: "Neither with you only do I make this covenant and this oath" (Deuteronomy 29:13), which is homiletically interpreted to mean: Not only according to your intention.

²⁹ Having quoted a verse, the baraita tangentially interprets the subsequent verse. From the phrase: “But with he who stands here with us this day” (Deuteronomy 29:14), I have derived only that those who stood at Mount Sinai were included in this covenant. From where do I derive that the subsequent generations, and the converts who will convert in the future, were also included? The verse states: “And also with he who is not here with us this day” (Deuteronomy 29:14).

³⁰ And I have derived only that the mitzvot that the Jewish people accepted upon themselves at Mount Sinai were included in the oath. From where is it derived that mitzvot that were to be initiated in the future, for example, the reading of the Megilla, the Scroll of Esther, on Purim, were also included? The verse states: “The Jews ordained and took upon themselves...that they would keep these two days” (Esther 9:27), which is homiletically interpreted to mean: They ordained, in the generation of Esther, mitzvot that they had already accepted upon themselves by oath in the plains of Moab.

³¹ § The Gemara analyzes the baraita. What is the precise meaning of the statement: An oath imposed by the judges may also be recited in its language?

³² The Gemara answers: It is as we learned in a mishna (Sota 32a): These are recited in any language and it is not required that they be recited in Hebrew: The portion of the warning and the oath administered by the priest to a woman suspected by her husband of having been unfaithful [sota]; the declaration of tithes, which occurs after the third and the sixth year of the seven-year Sabbatical cycle, when one declares that he has given his tithes appropriately; the recitation of Shema; and the Amida prayer; and Grace after Meals; and the oath of testimony, where one takes an oath that he does not have any testimony to provide on a given issue; and the oath on a deposit, where one takes an oath that he does not have possession of another’s deposit. All these may be recited in any language. And the baraita also states, as an addendum to this halakha, that an oath imposed by the judges may also be recited in its language, i.e., in any language.

³³ § The Master said in the baraita above that the judges say to him: Be aware that the entire world trembled when the Holy One, Blessed be He, said: “You shall not take the name of the Lord, your God, in vain.” What is the reason that the entire world trembled? If we say it was because this prohibition was given at Mount Sinai, this is difficult, as when the entire world trembled, the rest of the Ten Commandments were also given at Mount Sinai. This quality is not unique to this specific prohibition.

³⁴ And if it is rather due to the fact that this prohibition is severe, is it more severe than all the other prohibitions? But didn’t we learn in a baraita: These are minor transgressions: Violation of an ordinary positive mitzva and an ordinary negative mitzva, except for: “You shall not take the name of the Lord, your God, in vain.” And these are major transgressions: Those for which one is liable to receive excision from the World-to-Come [karet] or a court-imposed death penalty; and “You shall not take the name of the Lord, your God, in vain” is also among them. Evidently, this transgression is no more severe than transgressions that incur karet or the death penalty.

³⁵ Rather, the reason the world trembled particularly when this prohibition was given is as it is taught subsequently in the baraita: And with regard to all of the other transgressions in the Torah it is stated: “And will...clear the guilty,” whereas here, it is stated: “Will not hold guiltless.”

³⁶ The Gemara asks: And is it not stated with regard to all of the other transgressions in the Torah that God “will not hold guiltless [lo yentakkeh]” one who transgresses? But isn’t it written: “And Who will by no means clear the guilty [venakkeh lo yentakkeh]” (Exodus 34:7)?

³⁷ The Gemara answers: That verse is necessary for that which is derived through the homiletic interpretation of Rabbi Elazar, as it is taught in a baraita: Rabbi Elazar says: It is not possible to say: And will clear the guilty [venakkeh], about all transgressions, since: Will not clear the guilty [lo yentakkeh], is already stated. And it is not possible to say: Will not clear the guilty [lo yentakkeh], since: And will clear the guilty [venakkeh], is already stated. How can these texts be reconciled? The Holy One, Blessed be He, clears those guilty ones who repent and does not clear those who do not repent.

³⁸ § It is stated in the baraita that with regard to all of the transgressions in the Torah, punishment is exacted only from the transgressor, whereas here, punishment is exacted from him and from his family. The Gemara asks: And is punishment not exacted from the transgressor’s family with regard to all of the other transgressions in the Torah?

³⁹ But isn’t it written in the Torah with regard to one who worships Molech: “Then I will set My face against that man, and against his family, and I will cut him off” (Leviticus 20:5)? And it is taught in a baraita: Rabbi Shimon said: If he sinned, how did his family sin? Why are they punished? This serves to tell you that there is no family that has an unauthorized tax collector among them in which all of the family members are not regarded as unauthorized tax collectors, and similarly, there is no family that has a bandit [listim] among them in which all of the family members are not regarded as bandits. This is because they cover for him. Evidently, punishment is exacted from the transgressor’s family with regard to transgressions other than taking a false oath.

⁴⁰ The Gemara answers: There, with regard to other transgressions, the transgressor’s family is punished with another punishment, less severe than the one the transgressor receives, whereas here, with regard to a false oath, the transgressor’s family is punished with his punishment. As it is taught in a baraita: Rabbi Yehuda HaNasi says: Why must the verse state with regard to one who worships Molech: “And I will cut him off”? Since it is stated earlier in the verse: “Then I will set My face against that man, and against his family,” one might have thought that the entire family is liable to be punished with karet. Therefore, the verse states: “And I will cut him off,” indicating that only he is liable to be punished with karet, whereas his entire family is not liable to be punished with karet.

⁴¹ § The baraita teaches: And with regard to all of the other transgressions in the Torah, punishment is exacted only from him, whereas here, punishment is exacted from him and from the entire world, as it is stated: “Swearing and lying, and murdering, and stealing, and committing adultery,” and it is written: “Therefore, the land mourns.” The Gemara suggests: And why not say that punishment is not exacted from the entire world unless he commits all the sins mentioned in the verse? The Gemara answers: This should not enter your mind, as it is written: “Because of swearing the land mourns” (Jeremiah 23:10), indicating that a false oath is sufficient to cause the land to mourn.

⁴² The Gemara asks: And with regard to all of the other transgressions in the Torah, is punishment not exacted from the entire world? But isn’t it written: “And they shall stumble one upon another” (Leviticus 26:37)? This verse is homiletically interpreted to mean that they shall stumble spiritually, one due to the iniquity of another, which teaches that the entire Jewish people are considered

guarantors for one another. Apparently, any transgression makes the entire world liable to be punished.

⁴³ The Gemara answers: There, in that verse, the reference is to a case where the others had the ability to protest the transgression, and nevertheless, they did not protest. By contrast, when one takes a false oath, the entire world is punished, even those who were not able to protest.

⁴⁴ The Gemara asks: What difference is there between the punishment of the wicked people in a transgressor's family and the punishment of the other wicked people of the world, and between the punishment of the righteous people in his family and the punishment of the other righteous people of the world?

⁴⁵ The Gemara answers: With regard to other transgressions, the transgressor himself is punished with his own punishment, i.e., that which is written in the Torah for that transgression. And the wicked people of his family, who covered for him, are punished with another severe punishment, and the wicked people of the rest of the world, who refrained from protesting his action, are punished with a light punishment. The righteous people both here and there, i.e., both his family members who did not cover for him, and others who were not able to protest his action, are exempt from punishment.

⁴⁶ With regard to one who takes a false oath, by contrast, he and the wicked people of his family are all punished with his punishment, i.e., they receive the same punishment he does. And the wicked people of the rest of the world, who refrained from protesting his action, are punished with a severe punishment, and the righteous people both here, in his family, and there, in the rest of the world, are punished with a light punishment, even though they did not behave inappropriately. Accordingly, the consequences of taking a false oath are more severe than those of other transgressions.

⁴⁷ § The baraita states: If the defendant says: I will not take an oath, the court dismisses him immediately, and rules him liable to pay. And if he says: I will take an oath, the people standing there say to each other: "Depart, I pray you, from the tents of these wicked men." The Gemara asks: Granted that one who is taking the oath stands to transgress the prohibition against taking a false oath; but why is the one administering the oath to him, i.e., the claimant, considered a wicked man?

⁴⁸ The Gemara answers: That designation is necessary for that which is taught in a baraita: Rabbi Shimon ben Tarfon says that the verse: "The oath of the Lord shall be between them both" (Exodus 22:10), teaches that the punishment for a false oath applies to both the one who took the oath and the one who administered it to him.

⁴⁹ § The baraita states: And when the judges administer the oath to him, they say to him: Be aware that we administer an oath to you not according to your understanding, but according to the understanding of the Omnipresent and according to the understanding of the court. The Gemara explains: Why does the court need to say this to him? It is due to deceptions like that of the reed in Rava's court, where the defendant secretly inserted into a hollow reed the money he owed and gave it to the claimant to hold for him, whereupon he took an oath that he had already given him the money. He then took back the reed, as the claimant was unaware of its contents. In this way, he was able to state an oath that was technically true, although he was guilty of deception. To prevent this, the court stipulates that the oath must be true according to the court's understanding.

⁵⁰ § The mishna teaches that the court administers an oath to one who admits to part of a claim only when the claim is for at least the value of two silver ma'a. Rav and Shmuel disagree with regard to the exact meaning of this statement. Rav says that the denial of the claim must be at least the value of two silver ma'a. And Shmuel says that the claim itself must be at least the value of two silver ma'a; i.e., even if the defendant denied only one peruta of the claim, or conversely, if he admitted to only one peruta of the two-ma'a claim, he is liable to take an oath.

⁵¹ Rava said: The language of the mishna is precise in accordance with the opinion of Rav, and the biblical verses are precise in accordance with the opinion of Shmuel. The language of the mishna is precise in accordance with the opinion of Rav, as it teaches: The claim must be for at least the value of two silver ma'a and the admission must be at least the value of one peruta, whereas it does not teach that the minimum denial of the claim is one peruta, indicating that it must be more. And also, we learned in a mishna (Bava Metzia 55a) that the minimum admission to part of a claim that renders one liable to take an oath is the value of one peruta, whereas that mishna does not teach that the minimum denial is the value of one peruta.

⁵² And the verses are precise in accordance with the opinion of Shmuel, as it is written with regard to the case where an oath is administered due to admission to part of a claim: "If a man delivers to his neighbor silver or vessels to safeguard" (Exodus 22:6). It is derived from the juxtaposition of silver and vessels that just as "vessels," in the plural, is referring to at least two, so too, "silver" is referring to at least two ma'a of silver. It is derived further that just as silver is an item of substantial value, so too, any item of substantial value is included. And the Merciful One states in the subsequent verses that an oath is administered in a case "where one says: This is it" (Exodus 22:8), i.e., where the defendant admits to only part of the claim of "silver or vessels" and denies the rest of the claim. Evidently, the denial can be for an amount less than two silver ma'a.

⁵³ And Rav would respond that the phrase "this is it" is necessary to indicate admission to a part of the claim, but it does not indicate the value being denied, which must be at least two silver ma'a. The Gemara asks: And how does Shmuel derive both halakhot from the verse, namely, that admission to part of a claim is necessary for an oath to be administered, and that the denial can be less than the value of two ma'a? The Gemara answers: It is written: "This is," and it is written: "It." The repetition of these similar terms is homiletically interpreted to indicate that if the defendant denied part of the two-ma'a claim and admitted to the other part, he is liable to take an oath.

⁵⁴ And Rav would respond that the repetition should be interpreted differently: One of the two terms is stated to indicate admission of a part of the claim, and the other one is stated to indicate admission of the same type of item as the claim. And Shmuel would respond: Even if you do not accept the derivation from the repetitious words, don't you derive from this halakha by itself that the denial may be less than two ma'a, since the admission reduces the value of the claim? If the claim was for two ma'a, as derived from the verse, and the defendant admitted to a part of the claim, then the value of denial was clearly less than two ma'a.

⁵⁵ Rather, Rav could have said to you that when the word "silver" came initially, it came as a source for the value of the denial, not the claim; as if this were not so, if it were meant to refer to the value of the claim, let the Merciful One write in the verse: If a man delivers to his neighbor vessels to safeguard, without mentioning silver, and I would say that just as vessels are at least two, so too, the claim must be for at least two of any item, including coins of silver. Accordingly, why do I need the

word “silver” that the Merciful One wrote? Rather, if it is not needed for the matter of the claim, apply it to the matter of the denial, and derive from it that the denial must be at least the value of two silver ma’a.

⁵⁶ And Shmuel could have said to you that if the Merciful One had written the word “vessels” and had not written the word “silver” I would say that just as vessels are at least two, so too, the claim must be for at least two of any item; but we do not need it to be an item of substantial value. Therefore, the word “silver” teaches us that it must be an item of substantial value, like silver.

⁵⁷ The Gemara attempts to prove Rav’s opinion from the mishna. We learned in the mishna that if the claimant said to the defendant: I have two silver ma’a in your possession, and the latter responded: You have only one copper peruta in my possession, he is exempt from taking an oath. What is the reason? Is it not because the amount of the claim that was denied by the defendant was lacking, i.e., was less than, the minimum value of two ma’a? And accordingly, this is a conclusive refutation of the opinion of Shmuel.

⁵⁸ The Gemara answers: Shmuel could have said to you: Do you maintain that the case that is taught is one where the claim was for the value of two ma’a? The claim in the case that is taught was specifically for two silver ma’a. The defendant is exempt because the claim was for silver and he admitted to owing one peruta of copper; that which he claimed from him, he did not admit to at all, and that which he admitted to, he had not claimed from him.

⁵⁹ The Gemara asks: If so, say the latter clause: If the claimant said: I have two silver ma’a and one peruta in your possession, and the defendant responded: You have only one peruta in my possession, he is liable to take an oath. Granted, if you say that the claim was for the value of two ma’a, due to that reason he is liable in this case; unlike the previous case, here the defendant denied a debt of two full ma’a. But if you say the claim was specifically for two silver ma’a and one copper peruta, why is he liable to take an oath? In this case too, that which he claimed from him, he did not admit to at all, and that which he admitted to, he had not claimed from him.

⁶⁰ The Gemara answers: Isn’t this discussion only according to Shmuel? The proof was presented in order to attempt to refute the opinion of Shmuel, and doesn’t Rav Naḥman say that Shmuel says that if one claimed that another owes him both wheat and barley, and the defendant admitted to owing him one of them, he is liable to take an oath? Here too, the claim was for two types of items, silver and copper, and the defendant admitted to owing one of the types, one peruta of copper. Therefore, according to Shmuel he is liable to take an oath.

⁶¹ This, too, stands to reason, from the fact that the latter clause of the mishna teaches that if the claimant said: I have a litra of gold in your possession, and the defendant responded: You have only a litra of silver in my possession, he is exempt. Granted, if you say that the mishna is teaching a case where the claim was specifically for gold, it is due to that reason that he is exempt, as the admission was of a different item from the claim. But if you say the claim was for the value of a litra of gold, why is he exempt? A litra is a large amount, and certainly both the claim and the denial are each worth more than two ma’a.

⁶² Rather, it is clearly a case where the claim was specifically for two silver ma’a, and from the fact that in the latter clause, the claim was specifically for gold, it should be derived that also in the former clause, the claim was specifically for two ma’a.

⁶³ The Gemara asks: If so, shall we say this is a conclusive refutation of the opinion of Rav? The Gemara answers: No, Rav could have said to you that the entire mishna is referring to claims in terms of the value of silver, not actual silver, but the case where the claim was for a litra of gold is different. All of the other cases in the mishna are referring to a certain monetary value, but this case is referring to actual gold, as a litra is not a coin or a monetary unit, but a measurement of weight.

⁶⁴ The Gemara discusses the basis for Rav's explanation. Know that the mishna is referring to claims of monetary value, as it teaches in the latter clause that if the claimant said: I have a gold dinar in your possession, and the defendant responded: You have only a silver dinar, or a tereisit, or a pundeyon, or a peruta in my possession, he is liable to take an oath, as they are all of one type; they are all coins. Granted, if you say that the claim was for the value of a gold dinar, it is due to that reason that he is liable to take an oath, as he admitted to a part of the claim. But if you say that the claim was specifically for a dinar of gold, why is he liable? The claim was for gold, and he admitted to owing silver or copper.

⁶⁵ The Gemara rejects this proof: Rabbi Elazar says: This mishna is referring to a case where one claimed that the defendant owes him a dinar of coins, i.e., coins worth a dinar. The claim was for specific coins, and not a monetary value. Since the claim concerned coins and not a specific weight of metal, and all coins are used for commercial transactions, all types of coins are considered of the same type. And it teaches us that a peruta is included in the category of a coin. According to this explanation, the language of the mishna is also precise, as it teaches: The defendant is liable to take an oath, as they are all of one type [min]; they are all coins. In other words, even a peruta is a type of coin.

⁶⁶ The Gemara asks: And how would Rav, who holds that the claim in this case was for the value of a dinar, explain the fact that the mishna states: As they are all of one type; they are all coins? Why does it matter that they are all of one type? The Gemara answers that according to Rav, the reason the defendant is liable to take an oath is that because the claim is for the value of a dinar, all descriptions of monetary value based on different coins have one status under halakha [din]; they are all coins, and it is of no significance that they are made of different materials.

⁶⁷ The Gemara asks: And concerning the opinion of Rabbi Elazar, shall we say that since he explains the latter clause in the mishna as referring to a specific item and not a value, in accordance with the opinion of Shmuel, then also with regard to the former clause, that states the claim must be for two silver ma'a, he apparently holds in accordance with the opinion of Shmuel, i.e., that it is referring to two actual ma'a, and not the value of two ma'a?

⁶⁸ The Gemara rejects this suggestion: No, Rabbi Elazar explains that the latter clause of the mishna is referring specifically to actual items in accordance with the opinion of Shmuel, as it teaches explicitly: As they are all of one type; they are all coins. But the former clause can be interpreted either in accordance with the opinion of Rav or in accordance with the opinion of Shmuel.

⁶⁹ The Gemara suggests: Come and hear another proof that a claim for a coin is referring to its value: It is taught in a baraita that if the claimant said: I have a coined gold dinar in your possession, and the defendant responded: You have only a silver dinar in my possession, he is liable to take an oath, as the claim and the admission are both referring to a coin. The Gemara infers: The reason this claim is referring specifically to a coin is that the claimant says to him: You owe me a coined gold dinar; but if the claim was for an unspecified gold dinar, i.e., without specifying that it was coined, the claimant

is saying to him that he owes him an item with the value of a dinar, not necessarily a coin, in accordance with the opinion of Rav.

⁷⁰ Rav Ashi said in response that according to the opinion of Shmuel, this is what the baraita is saying: Anyone who says: A gold dinar, is considered like one who says: A coined gold dinar; i.e., he is referring to the coin and not to its value.

⁷¹ Rabbi Ḥiyya teaches a baraita in support of the opinion of Rav: If the claimant said: I have a sela in your possession, and the defendant responded: You have only a sela minus two silver ma'a in my possession, he is liable to take an oath. If the defendant responded: I owe you only a sela minus one silver ma'a, he is exempt. Clearly, the reason is that he denied less than two ma'a of the claim, in accordance with the opinion of Rav.

⁷² § Rav Naḥman bar Yitzḥak says that Shmuel says: The requirement that the claim be at least the value of two silver ma'a to render the defendant liable to take an oath was taught only with regard to a case where the oath is due to the claim of the creditor and the partial admission of the debtor. But in a case where the defendant's liability to take an oath is due to the claim of the creditor and the testimony of one witness in support of the claim, even if the claimant claimed from him only one peruta, the defendant is liable to take an oath.

⁷³ What is the reason for this distinction? As it is written: "One witness shall not rise up against a man for any iniquity, or for any sin" (Deuteronomy 19:15). It is inferred from here that it is for any iniquity or for any sin that he may not rise up, as the testimony of one witness is not enough for this purpose, but he may rise up to render one liable to take an oath. And it is taught in a baraita: In any place where two witnesses render a defendant liable to pay money, the testimony of one witness renders him liable to take an oath. Therefore, since two witnesses render the defendant liable to pay if the claim is worth at least one peruta, so too, one witness renders him liable to take an oath with regard to a claim of this value.

⁷⁴ § And Rav Naḥman says that Shmuel says: If one claimed that another owed him wheat and barley, and the defendant admitted to owing him one of these types, he is liable to take an oath, as he admitted to part of a claim.

⁷⁵ Rabbi Yitzḥak said to him: You have spoken well, and so also said Rabbi Yoḥanan. The Gemara asks: By inference, does this mean that Reish Lakish disagrees with Rabbi Yoḥanan with regard to this matter, since Rabbi Yitzḥak mentioned that Rabbi Yoḥanan agreed, and did not reference Reish Lakish, who often engages in disputes with Rabbi Yoḥanan? The Gemara answers: There is no record of Reish Lakish expressing his opinion at that time. There are those who say that this is because he was tarrying and remaining silent, waiting for Rabbi Yoḥanan to finish his statement, and Rabbi Yitzḥak did not find out whether or not he subsequently disagreed with him, and there are those who say that Reish Lakish was drinking at the time, and he therefore remained silent and did not respond to Rabbi Yoḥanan's statement.

⁷⁶ Let us say that the wording of the mishna supports Shmuel's opinion: If one claimed that another owes him wheat, and the defendant admitted to owing him barley, he is exempt; and Rabban Gamliel deems him liable to take an oath. The Gemara infers: The reason he is exempt according to the first tanna is that he claimed that he owes him wheat and the defendant admitted to owing him barley; but if the claim was for both wheat and barley, and the defendant admitted to owing him one of them, it can be inferred he is liable to take an oath.

⁷⁷ The Gemara rejects this proof: No, it is possible that the same is true, i.e., that even if the claim was for both wheat and barley the defendant is exempt. And the fact that the mishna states that the first tanna and Rabban Gamliel disagree with regard to a case where the claim was specifically for wheat and the defendant admitted to owing him barley is in order to convey to you the far-reaching nature of the opinion of Rabban Gamliel, that the defendant is liable to take an oath even if his admission is not at all of the same type as the claim.

⁷⁸ The Gemara suggests: Come and hear another proof from the mishna: If one claimed that another owes him vessels and land, and the defendant admitted to owing him vessels but denied the claim of land, or conversely, if he admitted to owing him land but denied the claim of vessels, he is exempt from taking an oath.

⁷⁹ If he admitted to part of the claim about the land, he is exempt. If he admitted to part of the claim about the vessels, he is liable to take an oath.

⁸⁰ The Gemara infers: The reason he is exempt in the first cases is that the claim was for vessels and land, as a claim with regard to land is not subject to an oath; but if the claim was for vessels of one type and vessels of another type, or for wheat and barley, similar to the case of a claim for vessels and land in that the defendant admitted to owing one type and denied owing the other type, he is liable to take an oath.

⁸¹ The Gemara rejects the inference: No, it is possible that the same is true, i.e., that even if the claim was for vessels of one type and vessels of another type, and the defendant admitted to owing one type and denied owing the other type, he is exempt. And the reason that the mishna teaches specifically the case where the claim is for vessels and land is that this teaches us that in a case where the defendant admitted to a part of the claim with regard to the vessels, he is liable to take an oath concerning the land as well.

⁸² The Gemara asks: What is this teaching us? Does it teach the halakha that an admission to a part of the claim about vessels also binds the land to the oath? We learn this in a mishna in tractate Kiddushin (26a): When there is a claim against a person for movable property and land, and he is liable to take an oath concerning the movable property, the movable property binds the property that serves as a guarantee, i.e., land, so that he is forced to take an oath concerning it too.

⁸³ The Gemara answers: This mishna is the primary reference to this halakha, as it discusses the halakhot of oaths, whereas that mishna cites it incidentally, in the context of a broader survey of the difference between these two types of property.

⁸⁴ And Rabbi Ḥiyya bar Abba disagrees with Shmuel and says that Rabbi Yoḥanan says: If one claimed that another owes him both wheat and barley, and the latter admitted to owing him one of them, he is exempt from taking an oath. The Gemara asks: But doesn't Rabbi Yitzḥak say to Rav Naḥman: You have spoken well in the name of Shmuel, i.e., in saying that the defendant is liable to take an oath in the aforementioned case; and so also said Rabbi Yoḥanan? If so, Rabbi Yoḥanan agrees with Shmuel, and not with Rabbi Ḥiyya bar Abba. The Gemara answers: They are amora'im, and they disagree with regard to the opinion of Rabbi Yoḥanan.

⁸⁵ The Gemara suggests: Come and hear a proof against the opinion of Rabbi Ḥiyya bar Abba from the mishna: If one claimed that another owes him wheat, and the defendant admitted to owing him barley, he is exempt; and Rabban Gamliel deems him liable to take an oath. The Gemara infers: The

reason he is exempt is that he claimed that he owes him wheat and the defendant admitted to owing him barley; but if the claim was for both wheat and barley, and the defendant admitted to owing him one of them, he would be liable to take an oath.

⁸⁶ The Gemara rejects this proof: It is possible that the same is true, i.e., that even if the claim was for both wheat and barley the defendant is exempt. And the fact that the mishna teaches specifically this case, where the claim was specifically for wheat, is in order to convey to you the far-reaching nature of the opinion of Rabban Gamliel, as he holds that even in this case one is liable to take an oath.

⁸⁷ The Gemara suggests: Come and hear another proof from the mishna: If one claimed that another owes him vessels and land, and the defendant admitted to owing him vessels but denied the claim of land, or if he admitted to owing him land but denied the claim of vessels, he is exempt from taking an oath. If he admitted to part of the claim with regard to the land, he is exempt. If he admitted to part of the claim with regard to the vessels, he is liable to take an oath. The Gemara infers: The reason he is exempt in the first cases is that the claim was for vessels and land, as a claim with regard to land is not subject to an oath; but if the claim was for vessels of one type and vessels of another type, similar to the case of a claim for vessels and land in that the defendant admitted to owing one type and denied owing the other type, he is liable to take an oath.

⁸⁸ The Gemara rejects this: It is possible that the same is true, that even if the claim was for vessels of one type and vessels of another type he is exempt. And the mishna teaches specifically the case where the claim is for vessels and land because this teaches us that if the defendant admitted to a part of the claim with regard to the vessels, he is liable to take an oath concerning the land as well. The Gemara asks: What is this teaching us? Does it teach the halakha that an admission to part of the claim about vessels also binds the land to the oath? We learn this in a mishna in tractate Kiddushin (26a): The movable property binds the property that serves as a guarantee, so that he is forced to take an oath concerning it too. The Gemara answers: This mishna is the primary reference to this halakha, whereas that mishna cites it incidentally.

⁸⁹ Rabbi Abba bar Memel raised an objection to the opinion of Rabbi Ḥiyya bar Abba from a baraita: If one claimed that another owes him an ox, and the latter admitted to owing him a sheep, or conversely, if the claim was for a sheep and the defendant admitted to owing him an ox, he is exempt from taking an oath. If one claimed that another owes him an ox and a sheep, and the defendant admitted to owing him one of them, he is liable to take an oath.

⁹⁰ Rabbi Ḥiyya bar Abba said to him in response: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabban Gamliel, who deems the defendant liable to take an oath even if his admission was not of the same type of item as the claim. Rabbi Abba bar Memel responded: If it is in accordance with the opinion of Rabban Gamliel, the defendant should be liable to take an oath even in the first clause of the baraita, where the claim is for an ox and the admission is with regard to a sheep.

⁹¹ Rabbi Ḥiyya bar Abba explained: Rather, in accordance with whose opinion is this? It is in accordance with the opinion of Admon, who holds that the admission must be of the same type as the claim, and maintains nevertheless that in a case where one claims that another owes him jugs of oil, and the latter admits that he owes him jugs, but not the oil, the defendant is liable to take an oath (see 38b). And I am not dismissing your objection insubstantially; rather, it is a set tradition in the mouth

of Rabbi Yoḥanan, who would say: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Admon.

⁹² § Rav Anan says that Shmuel says: If one intended to claim from another wheat and barley, and claimed that he owes him wheat, and before he finished his claim, the defendant first admitted that he owes him barley, in this case, if the defendant did so as one who employs artifice, so that he would be exempt from taking an oath concerning the wheat, he is liable to take an oath. But if he did so as one who intends to respond to the claim, without any ulterior motive, he is exempt.

⁹³ And Rav Anan says that Shmuel says: If one claimed that another owes him two needles, and the latter admitted to owing him one of them, he is liable to take an oath. It is for this reason that vessels were singled out in the verse, to teach that one is liable to take an oath in a case of admission to part of a claim involving vessels of any value.

⁹⁴ Rav Pappa says: If one claimed that another owes him vessels and also one peruta, and the latter admitted to owing him the vessels but denied the claim that he owes him the peruta, he is exempt from taking an oath. If he admitted that he owes him one peruta but denied the claim that he owes him the vessels, he is liable to take an oath.

⁹⁵ The Gemara comments: One of these rulings is in accordance with the opinion of Rav, and the other one is in accordance with the opinion of Shmuel. The former one, that if the defendant denied owing the peruta he is exempt, is in accordance with the opinion of Rav, who says that the denial of a claim must be of least the value of two silver ma'a in order to render the defendant liable to take an oath. The latter one, that if he denied owing the vessels he is liable to take an oath, is in accordance with the opinion of Shmuel, who says that if one claimed that another owes him both wheat and barley, and the latter admitted to owing him one of them, he is liable to take an oath.

⁹⁶ § The mishna teaches that if the claimant said: I have one hundred dinars in your possession, and the defendant responded: Nothing of yours is in my possession, he is exempt. Rav Naḥman says: And the court administers an oath of inducement [heisset], an oath instituted by the Sages, to him. What is the reason? There is a presumption that one does not make a claim unless he has a valid case against the other party. Therefore, even though there is no admission to part of the claim, the defendant's denial should be examined through an oath.

⁹⁷ The Gemara objects: On the contrary; there is a presumption that a person does not exhibit insolence by lying in the presence of his creditor to deny the entire debt. Therefore, the defendant's denial of the entire claim suggests that he is telling the truth. The Gemara answers that a debtor's categorical denial is not necessarily out of insolence; he may be temporarily avoiding paying him. He rationalizes doing so by saying to himself: I am avoiding him only until the time that I have enough money, and then I will repay him.

⁹⁸ Know that denial of a debt is not considered an outright lie, as Rav Idi bar Avin says that Rav Ḥisda says: One who denies a claim with regard to a loan is fit to bear witness even if his denial is proven untrue. By contrast, one who denies a claim with regard to a deposit and is proven to be lying is disqualified from bearing witness. The distinction is clearly based on the aforementioned reasoning: A debtor who denies the debt may be avoiding payment until he has enough money, whereas a bailee who denies having been given a deposit clearly intends to steal the item.

⁹⁹ Rav Ḥaviva teaches Rav Naḥman's statement as referring to the latter clause in the mishna: If one said to another: I have one hundred dinars in your possession, and the latter said to him: Yes, and the next day the claimant said to him: Give the money to me, and the defendant responded: I already gave it to you, he is exempt. And Rav Naḥman says: Nevertheless, the court administers an oath of inducement to him.

¹⁰⁰ The Gemara explains the difference between the two versions of Rav Naḥman's statement: With regard to the one who teaches it in reference to the former clause, where the defendant denied the existence of the debt, all the more so does this amora agree that an oath of inducement is administered in the case of the latter clause, where the defendant admitted to the existence of the debt, and merely claimed that he paid it.

¹⁰¹ But the one who teaches it in reference to the latter clause maintains that specifically here, in this case, an oath of inducement is administered to the defendant, as he admits that there is a matter of financial association between them; but there, in the case of the first clause, where the defendant maintains that the claim is baseless, and there is no matter of financial association between them, the court does not administer to him an oath of inducement.

¹⁰² § The Gemara asks: Practically speaking, what difference is there between an oath administered by Torah law and an oath administered by rabbinic law, i.e., an oath of inducement? The Gemara answers: The practical difference between them is with regard to the transfer of an oath to the other party. In a case where the defendant suggests that instead of taking an oath himself, the claimant should take an oath and collect that which he claims, if the oath is administered by Torah law, we do not transfer the oath to the claimant; the defendant must either take an oath himself or pay. If the oath is administered by rabbinic law, we do transfer the oath.

¹⁰³ The Gemara asks: And according to Mar bar Rav Ashi, who says that we transfer an oath that is administered by Torah law as well, what difference is there between an oath administered by Torah law and an oath administered by rabbinic law? The Gemara answers: The practical difference between them is with regard to whether or not the court enters the property of the defendant to collect payment if he refuses to take an oath. With regard to an oath administered by Torah law, we enter his property, and with regard to an oath administered by rabbinic law, we do not enter his property.

¹⁰⁴ The Gemara asks: And what is the practical difference according to Rabbi Yosei, who says that even with regard to a debt that is owed by rabbinic law, we enter the property of the debtor to collect the debt?

¹⁰⁵ As we learned in a mishna (Gittin 59b): A lost item found by a deaf-mute, an imbecile, or a minor is not acquired by him, since he lacks the legal competence to effect acquisition. Nevertheless, taking such an item from him is considered robbery on account of the ways of peace. Although these individuals lack halakhic competence and are unable to acquire lost items by Torah law, taking such items from them is considered robbery. Rabbi Yosei says: This is full-fledged robbery. And Rav Ḥisda says that Rabbi Yosei means that it is full-fledged robbery by rabbinic law. Accordingly, what is the practical difference between the opinion of the first tanna and Rabbi Yosei's opinion there? The difference is that according to Rabbi Yosei, if one refuses to return the stolen item, it is appropriated by the judges and returned to the one who found it. The Gemara completes its question: Since according to the opinion of Rabbi Yosei the court enters one's property to appropriate even an item

that is owed by rabbinic law, what difference is there between an oath administered by Torah law and an oath administered by rabbinic law?

¹⁰⁶ The Gemara answers: The practical difference between them is with regard to a case where the one opposing the claimant, the defendant, is suspected with regard to oaths. With regard to an oath administered by Torah law, if the one opposing the claimant is suspected with regard to oaths, we transfer the obligation to take an oath and impose it on the other litigant, i.e., the claimant, who may take an oath and collect that which he claims he is owed. With regard to an oath administered by rabbinic law, the court does not transfer the oath, as transference of an oath is by rabbinic ordinance, and we do not institute one rabbinic ordinance upon another rabbinic ordinance.

¹⁰⁷ The Gemara asks: And according to the Rabbis who disagree with Rabbi Yosei, as they say that with regard to an item that is owed by rabbinic law, we do not enter his property to collect the item, what do we do to one who refuses to take an oath of inducement? The Gemara answers: We excommunicate him until he takes an oath.

¹⁰⁸ Ravina said to Rav Ashi: This sanction is no less severe than entering his property and collecting the debt; it is like grabbing him by his testicles [bekhuveseih] until he surrenders his cloak. Rather, what do we do to him? Rav Ashi said to him: We excommunicate him until the time to flog him comes, i.e., for thirty days, and if he still refuses to take an oath or reach a settlement with the claimant, we flog him and then leave him alone.

¹⁰⁹ § Rav Pappa said: With regard to one who produced a promissory note against another in court, and the defendant said to him: The debt in the note is already repaid, but for some reason I did not get the promissory note returned to me when I paid you, we say to the defendant: It is not in your power to deny the debt; go pay. But if the defendant said: Let him take an oath to me that I did not repay him, we say to the claimant: Take an oath to him.

¹¹⁰ Rav Aḥa, son of Rava, said to Rav Ashi: But what is the difference between this case and the case of one who vitiates his promissory note by acknowledging that he has received partial payment? In the latter case, the Sages instituted that the creditor can collect the remainder of the debt only after taking an oath that he was not repaid more than the amount he admitted receiving. According to Rav Pappa, an oath can be administered to any creditor who produces a promissory note, even if he did not vitiate it.

¹¹¹ Rav Ashi said to him: There, in the case of a creditor who vitiated his promissory note, even if the defendant does not himself make a claim demanding that the creditor take an oath, we, the court, make such a claim on his behalf. Here, in a case where the creditor did not vitiate his promissory note, we say to the defendant: Go pay him the debt, but if the defendant demands an oath, saying: Take an oath to me, we say to the creditor: Go take an oath to him. And if he is a Torah scholar [tzurva merabbanan], we do not administer an oath to him.

¹¹² Rav Yeimar said to Rav Ashi: Can a Torah scholar uncloak people? Does his being a Torah scholar give him the right to collect money that the defendant claims he does not owe? Rather, if he is a Torah scholar we do not attend to his case.

¹¹³ § The mishna teaches that if the claimant said: I have one hundred dinars in your possession, and the defendant initially acknowledged the debt, but when he claimed the money the next day the defendant said that he already repaid him, the defendant is exempt from taking an oath. Rav Yehuda

says that Rav Asi says: In the case of one who lends money to another in the presence of witnesses, the latter is required to repay him in the presence of witnesses. Therefore, if there are no witnesses to the fact that he repaid him, he is liable. Rav Yehuda continues: When I said this in the presence of Shmuel, he said to me that the debtor can say to the claimant: I repaid you in the presence of so-and-so and so-and-so, and they went overseas.

¹¹⁴ The Gemara raises an objection to Rav Asi's statement: We learned in the mishna that in a case where the claimant said: I have one hundred dinars in your possession, and the latter said to him: Yes, and the next day the claimant said to him: Give the money to me, if the defendant responded: I gave it to you, he is exempt. The Gemara infers: And here, since the claimant claimed the debt from the defendant in the presence of witnesses, and the latter admitted the debt, he is similar to one who lent him the money in the presence of witnesses, and nevertheless, the mishna teaches that the defendant is exempt.

¹¹⁵ Evidently, he is not required to repay him in the presence of witnesses. The Gemara suggests: This is a conclusive refutation of the opinion of Rav Asi.

¹¹⁶ The Gemara rejects this suggestion: Rav Asi could have said to you: When I said that the debtor is liable to repay him in the presence of witnesses, it was with regard to a case where the creditor lent the money to him in the presence of witnesses at the outset, as he did not trust him. But here, he trusted him at the outset, as he lent it to him in the absence of witnesses. Therefore, the debtor is not required to repay the debt in the presence of witnesses.

¹¹⁷ Rav Yosef teaches another version of this discussion, like this: Rav Yehuda says that Rav Asi says: In the case of one who lends money to another in the presence of witnesses, the latter need not repay him in the presence of witnesses. But if the creditor said: Repay me only in the presence of witnesses, the debtor is required to repay him in the presence of witnesses. Rav Yehuda continued: When I said this in the presence of Shmuel, he said to me that the debtor can say to the claimant: I repaid you in the presence of so-and-so and so-and-so, and they went overseas.

¹¹⁸ The Gemara raises an objection against Shmuel's opinion: We learned in the mishna that in a case where the claimant said: I have one hundred dinars in your possession, and the defendant said to him: Yes, and the claimant then said to him: Give the money to me only in the presence of witnesses, then if the next day the claimant said to him: Give the money to me, and the defendant responded: I already gave it to you, he is liable to pay, as he is required to give it to him in the presence of witnesses. The Gemara suggests: This is a conclusive refutation of the opinion of Shmuel.

¹¹⁹ The Gemara answers: Shmuel could have said to you that it is a dispute between tanna'im, as it is taught in a baraita: If the creditor said to the debtor: I lent the money to you in the presence of witnesses and therefore you must repay me in the presence of witnesses, the debtor must either give him the money or bring proof that he already gave it to him. Rabbi Yehuda ben Beteira says that he can say to him: I repaid you in the presence of so-and-so and so-and-so, and they subsequently went overseas.

¹²⁰ Rav Aha refutes this answer: From where is it derived that the baraita is referring to a case where the creditor said this at the time of the loan? Perhaps it is referring to a case where he made no stipulation at the time of the loan, but rather said this at the time of the claim, when the debtor claimed that he had repaid the debt; and this is what he says to him: Didn't I lend the money you in the presence of witnesses? You should have repaid me in the presence of witnesses. But if he made

this stipulation at the time of the loan, all agree that the debtor is liable. Therefore, there is no evidence that Rabbi Yehuda ben Beteira agrees with the opinion of Shmuel.

¹²¹ In conclusion, Rav Pappa says in the name of Rava: The halakha is that if one lends money to another in the presence of witnesses, the latter is required to repay him in the presence of witnesses. And Rav Pappa says in the name of Rava: In the case of one who lends money to another in the presence of witnesses, the latter is not required to repay him in the presence of witnesses. But if the creditor says: Repay me only in the presence of witnesses, the debtor is required to repay him in the presence of witnesses. And if he said to him: I repaid you in the presence of so-and-so and so-and-so, and they went overseas, his claim is deemed credible.

¹²² § The Gemara cites several incidents involving loans and witnesses, and provides a mnemonic device for them: Reuven and Shimon, who learned halakha, borrowed, and repaid so-and-so and so-and-so gallnuts for a different debt, deeming them credible like two witnesses.

¹²³ The Gemara relates: There was a certain creditor who said to the debtor: When you repay me, repay me in the presence of Reuven and Shimon. The debtor went and repaid him in the presence of two other witnesses from the general public. When the case was brought before the Sages, Abaye said: The creditor said to the debtor to repay him in the presence of two people who would serve as witnesses, and he repaid him in the presence of two people. Therefore, the creditor has no further claim. Rava said to him: It is for this reason that the creditor said to him to repay him in the presence of Reuven and Shimon: So that he will not be able to dismiss him by saying that he repaid him in the presence of other witnesses.

¹²⁴ The Gemara relates: There was a certain creditor who said to the debtor: When you repay me, repay me in the presence of two people who have learned halakha. The debtor went and repaid him between the two of them, i.e., in the absence of witnesses. Those dinars were subsequently taken from the creditor due to circumstances beyond his control.

¹²⁵ The creditor came before Rav Naḥman for judgment, and said to him: Yes, I received the money from him; but since he did not repay me as stipulated, I accepted it only as a deposit. I accepted it as an unpaid bailee, not as payment, and said to myself: Let it be with me as a deposit until two people who have learned halakha happen to arrive, and the debtor will fulfill his condition. Since the money was taken from me due to circumstances beyond my control, and I had it in my possession only as an unpaid bailee, I am not responsible for it, and the debtor is still liable to repay me.

¹²⁶ Rav Naḥman said to him: Since you admit that you certainly took the money from him, it is a proper repayment. If you say that the debtor is still required to fulfill his condition, go bring the money now, as Rav Sheshet and I have learned halakha, and Sifra, and Sifrei, and Tosefta, and the entire Talmud. Let him give you the money in our presence, and the condition will thereby be fulfilled. Since he gave you the money intending to repay the debt, and did not agree to entrust it to you as an unpaid bailee, your claim is not valid.

¹²⁷ The Gemara relates: There was a certain person who said to another: Give me the hundred dinars that I lent you. The latter said to him: This matter never happened; you did not lend me money. The creditor went and brought witnesses who testified that he lent the money to him and that the debtor had repaid him. Abaye said: What is there for the court to do in this case? The same witnesses said both statements; they said that the creditor lent him the money, and they also said that the debtor repaid him. Rava said: Anyone who says: I did not borrow, is considered like one who says: I did not

repay. Since there is testimony that he borrowed the money, and he admits that he did not repay it, he is liable to repay the debt.

¹²⁸ The Gemara relates: There was a certain person who said to another: Give me the hundred dinars that I claim from you. The latter said to him: Didn't I repay you in the presence of so-and-so and so-and-so? The two people he mentioned, so-and-so and so-and-so, came and said: This matter never happened. Rav Sheshet thought to say that based on the testimony of the witnesses, the debtor assumes the presumptive status of one who falsely denies his debts; his claim that he repaid the debt is no longer accepted, and he is liable to pay. Rava said to him: Anything that is not incumbent upon a person is not on his mind, i.e., he is apt to forget it.

¹²⁹ The Gemara relates: There was a certain person who said to another: Give me the six hundred dinars that I claim from you. The latter said to him: But didn't I repay you with one hundred kav

¹³⁰ of gallnuts [aftzei] that were worth six dinars for each kav at the time? The creditor said to him: Weren't they worth four dinars for each kav at the time? Two witnesses came and said: Yes, they were worth four dinars per kav. Rava said that the debtor assumes the presumptive status of one who falsely denies his debts. Rami bar Hama said: But didn't you say that anything that is not incumbent upon a person is not on his mind? Perhaps he merely forgot what the price of gallnuts was at the time that he paid. Rava said to him: People remember the standard, set market price.

¹³¹ The Gemara relates: There was a certain person who said to another: Give me the hundred dinars that I claim from you, and this is the promissory note attesting to the debt. The latter said to him: I already repaid you. The creditor said to him: That money you gave me was for a different debt. Rav Nahman said that the promissory note is undermined by the fact that the creditor admits that he received payment equal to the amount specified in the note, and his claim that there was an additional debt is unsubstantiated. Rav Pappa said that the promissory note is not undermined.

¹³² The Gemara asks: But according to Rav Pappa, in what way is this case different from the incident where a certain person said to another: Give me the hundred dinars that I claim from you, and this is the promissory note. The latter said to him: Didn't you give me that money as an investment to be used for buying oxen to be slaughtered? And you came and sat in the slaughterhouse and received your money, including your share of the profits, from the sale of the slaughtered oxen. And the creditor said to him: That money you gave me was for a different debt. And Rav Pappa said that in that case the promissory note is undermined.

¹³³ The Gemara answers: There, since the debtor said: You gave me the money for oxen and you took payment from oxen, and the creditor admitted that this had happened, the promissory note is undermined because there is no support for his claim that there was another debt in addition to the acknowledged transaction for the oxen. Here, say that the payment was in fact for a different debt.

¹³⁴ What halakhic conclusion was reached about this matter? Rav Pappi said: The promissory note is not undermined, and Rav Sheshet, son of Rav Idi, said: The promissory note is undermined. And the halakha is that the promissory note is undermined.

¹³⁵ And this statement applies in a case where he repaid him in the presence of witnesses and did not mention the promissory note to the creditor; but in a case where he repaid him privately, between the two of them, in the absence of witnesses, since [miggo] the creditor can say to him: This matter never happened, i.e., he could deny that he received any payment, he can also say that this money was for a

different debt. And this is like the case involving Avimi, son of Rabbi Abbahu, who repaid a debt in the absence of witnesses, and the creditor then claimed that the payment was for another debt (see Ketubot 85a).

¹³⁶ The Gemara relates: There was a certain person who said to another who had lent him money: I deem you credible whenever you say to me that I did not repay the debt. He then went and repaid the debt in the presence of witnesses, and the creditor later denied that he had been repaid. Abaye and Rava both say that the witnesses are not deemed credible and the creditor can collect payment, as the debtor deemed him credible at the outset. Rav Pappa objects to this and says: Although he deemed him more credible than himself concerning the possibility that the debtor would claim that he repaid the debt and the creditor would deny having been repaid, did he deem him more credible than witnesses? Therefore, he is exempt.

¹³⁷ The Gemara relates: There was a certain person who said to another who had lent him money: I deem you credible like two witnesses whenever you say that I did not repay the debt. He went and repaid the debt in the presence of three witnesses. Rav Pappa said that the creditor cannot deny the testimony of three witnesses, as the debtor deemed him credible like two witnesses; he did not deem him credible like three witnesses.

¹³⁸ Rav Huna, son of Rav Yehoshua, said to Rav Pappa: Say that although the Sages say that we follow the majority of opinions, and the opinion of three people is therefore accepted against the opinion of two, this statement applies with regard to assessing value, as the more people there are, the more knowledgeable they are. But with regard to testimony, one hundred witnesses are like two, and two are like one hundred. Therefore, in this case there is no distinction between two witnesses and three witnesses.

¹³⁹ The Gemara presents another version of the incident: A certain person said to another who had lent him money: I deem you credible like two witnesses whenever you say that I did not repay. He went and repaid the debt in the presence of three witnesses. Rav Pappa said that the creditor cannot deny their testimony, as the debtor deemed him credible like two witnesses; he did not deem him credible like three witnesses.

¹⁴⁰ Rav Huna, son of Rav Yehoshua, objects to this: Two witnesses are like one hundred, and one hundred are like two. But if the debtor said to the creditor that he deems him credible like three witnesses, and then went and repaid him in the presence of four, then once he entered, by mentioning a larger number than what is necessary for testimony, the realm of opinions, in which three people carry greater weight than two, he has entered the realm of opinions, and four witnesses are deemed more credible than three. Therefore, the creditor is not deemed credible against them.

¹⁴¹ § The mishna teaches: One does not take an oath concerning the claim of a deaf-mute, an imbecile, or a minor, and the court does not administer an oath to a minor. The Gemara asks: What is the reason? The Gemara answers that in the passage from which the halakhot of admission to part of a claim are derived, the verse states: “If a man delivers to his neighbor silver or vessels to safeguard” (Exodus 22:6). The word “man” indicates that the reference is only to adults, and delivery by a minor is nothing, i.e., it is not recognized as a halakhically significant act, as a minor is not halakhically competent.

¹⁴² § The mishna teaches: But one does take an oath to a minor, or to a representative of the Temple treasury with regard to consecrated property. The Gemara asks: But didn't you say in the first clause that one does not take an oath concerning the claim of a deaf-mute, an imbecile, or a minor?

¹⁴³ Rav said: The halakha that one takes an oath concerning the claim of a deaf-mute, an imbecile, or a minor is with regard to one who comes to court with a claim for a debt owed to his late father, and it is in accordance with the opinion of Rabbi Eliezer ben Ya'akov, as it is taught in a baraita that Rabbi Eliezer ben Ya'akov says: There are times when although no one claimed of a person that he owes money, that person takes an oath on the basis of his own claim. How so? If one said to another: Your father had one hundred dinars in my possession, but I provided him with repayment of half that amount, he is liable to take an oath that he repaid half; and that is the case of one who takes an oath on the basis of his own claim. And the Rabbis say: In that case he is only like one returning a lost item, as the son did not claim the money at all, and is exempt from taking an oath.

¹⁴⁴ The Gemara asks: But is Rabbi Eliezer ben Ya'akov not of the opinion that one who returns a lost item is exempt from taking an oath attesting to the fact that he did not take anything from it? Rav said: The baraita is referring to a case where a minor advanced a claim against him. The creditor's minor son claimed that the debtor did not repay any part of the loan to his father. The debtor's partial admission came in response to that claim. Therefore, his admission is not comparable to the act of returning a lost item.

¹⁴⁵ The Gemara asks: How can the baraita be referring to the claim of a minor? But didn't you say in the mishna that one does not take an oath concerning the claim of a deaf-mute, an imbecile, or a minor? The Gemara answers: Actually, the reference is to an adult son; and why did Rav call him a minor? It was due to the fact that with regard to his father's matters, one is like a minor, as he is uncertain about the particulars of his father's dealings. Here, too, Rav explains that the halakha in the mishna that one takes an oath to a minor is referring to an adult claiming a debt owed to his late father.

¹⁴⁶ The Gemara asks: If so, if the son making the claim has already reached majority, the language of the baraita is imprecise. Why does the tanna describe the individual as one taking an oath on the basis of his own claim? This is not his own claim; it is the claim of others. The Gemara answers: The baraita employed that language because although it is the claim of others, he is taking an oath on the basis of that claim and his own partial admission.

¹⁴⁷ The Gemara challenges: All other cases where the defendant is required to take an oath due to a partial admission are also cases of a claim of others and his own admission. Yet in the baraita Rabbi Eliezer ben Ya'akov introduces his opinion with the term: There are times, indicating that the case to which he is referring, of one taking an oath on the basis of his own claim, is not the standard case of an oath due to a partial admission.

¹⁴⁸ The Gemara answers: Rather, Rabbi Eliezer ben Ya'akov and the Rabbis disagree with regard to the statement of Rabba, as Rabba says: For what reason did the Torah say that one who admits to a part of the claim must take an oath? It is because there is a presumption that a person does not exhibit insolence by lying in the presence of his creditor, who did him a favor by lending money to him. And this person who denies part of the claim actually wants to deny all of the debt, so as to be exempt, and this fact, i.e., that he does not deny all of it, is because a person does not exhibit insolence in the presence of his creditor.

¹⁴⁹ Rabba continues: And in order not to exhibit insolence, he wants to admit to the creditor with regard to all of the debt; and this fact, i.e., that he did not admit the entire debt to him, is because he may be temporarily avoiding paying him. He rationalizes doing so by saying to himself: I am avoiding him only until the time that I have enough money, and then I will repay him. And therefore, the Merciful One says in the Torah: Impose an oath on him in order to induce the debtor to admit the entire debt to him.

¹⁵⁰ With regard to this principle, Rabbi Eliezer ben Ya'akov maintains: It is no different with regard to the creditor himself, and it is no different with regard to his son; the debtor would not exhibit insolence and deny the debt. And therefore, he is not deemed as one returning a lost item on his own initiative; rather, this is an ordinary case where one admits to a part of a claim and is therefore required to take an oath. And the Rabbis maintain: It is in the presence of the original creditor that one would not exhibit insolence; but in the presence of his son, who did not lend him the money, he would exhibit insolence and deny the claim entirely. And since this debtor is not exhibiting insolence, as he could have denied the loan completely but instead is opting to admit to part of the claim, he is deemed as one returning a lost item, and his claim is accepted without his taking an oath.

¹⁵¹ The Gemara asks: Can you interpret the mishna in accordance with the opinion of Rabbi Eliezer ben Ya'akov? Isn't it taught in the former clause that if the claimant said: My late father had one hundred dinars in your possession, and the defendant responded: You have only fifty dinars in my possession, he is exempt from taking an oath, as he is like one returning a lost item? The Gemara answers: There, it is referring to a case where the claimant did not say: I am certain that you owe my father this money, but rather made an uncertain claim. In such a case, Rabbi Eliezer ben Ya'akov agrees that the defendant is like one returning a lost item. Here, by contrast, it is a case where he said: I am certain that you owe him.

¹⁵² Returning to the Gemara's question with regard to the last clause of the mishna, which states that one takes an oath to a minor, or to a representative of the Temple treasury, Shmuel said a different answer: When the mishna spoke about taking an oath to a minor, it was referring to a case where the debtor died; the creditor must take an oath to the minor heir attesting that he was not repaid in order to collect from the minor's property. Similarly, if one's debtor consecrated his property, he takes an oath to a representative of the Temple treasury in order to collect from the consecrated property.

¹⁵³ The Gemara challenges: The halakha that one takes an oath to a minor in order to collect from a minor's property is one that we learn in the mishna (45a): A woman who comes to collect the payment for her marriage contract from the property of orphans collects only by means of an oath. Why do I need two mishnayot to teach this halakha?

¹⁵⁴ The Gemara answers: By mentioning this halakha twice, the Mishna teaches us this: The halakha applies with regard to both minor and adult orphans, in accordance with the statement of Abaye the Elder; as Abaye the Elder taught: The orphans of which the Sages spoke are adult orphans, and needless to say, the same halakha also applies to minor orphans. This principle applies with regard to both the halakha that a debt can be collected from the property of an orphan only by means of an oath, and to the halakha that a debt can be collected from the property of an orphan only from inferior-quality land.

¹⁵⁵ With regard to Shmuel's explanation of the mishna that one takes an oath to a representative of the Temple treasury in order to collect a debt from consecrated property, the Gemara asks: We learn

this halakha in the mishna (45a): From liened property that has been sold one collects a debt only by means of an oath. And what difference is it to me whether the property was liened to an ordinary person, and what difference is it to me whether the property was liened to the Most High, i.e., it was consecrated?

¹⁵⁶ The Gemara answers: It was necessary for this halakha to be stated separately with regard to collecting a debt from the Temple treasury. Otherwise it might enter your mind to say that it is specifically in order to collect a debt from an ordinary person that one is required to take an oath, as a person is liable to collude with another against an ordinary person who purchased property, by producing a promissory note for a debt that was already repaid in order to collect property from the purchasers of land that had been liened to that debt. But one might have thought that in order to collect a debt from the Temple treasury, a person is not required to take an oath, as a person does not collude with another against the Temple treasury. Therefore, the mishna teaches us that one is required to take an oath even in order to collect a debt from the Temple treasury, as one is suspected of collusion in this case as well.

¹⁵⁷ The Gemara asks: But doesn't Rav Huna say that in the case of a person on his deathbed who consecrated all of his property, and said: So-and-so has one hundred dinars in my possession, his statement is deemed credible, as the presumption is that a person does not collude with another against the Temple treasury? The Sages said in response: That statement applies only in the case of a person on his deathbed, as a person sins only for his own benefit. One is not suspected of deceiving the Temple treasury for the benefit of his heirs. But with regard to a healthy person, we are certainly concerned about collusion, even against the Temple treasury.

¹⁵⁸ MISHNA: And these are items concerning which one does not take an oath by Torah law: Canaanite slaves, and financial documents, and land, and consecrated property. In a case where these items are stolen, there is no payment of double the principal, nor is there payment of four or five times the principal in a case where one stole a consecrated animal and slaughtered or sold it. An unpaid bailee who lost one of these items does not take an oath that he was not negligent in safeguarding it, and a paid bailee does not pay for the loss or theft of one of these items.

¹⁵⁹ Rabbi Shimon says there is a distinction between different types of consecrated property: With regard to consecrated property for which one bears the financial responsibility to compensate the Temple treasury in the event of their loss, such as in a case where he vowed to bring an offering and then set aside an animal to be sacrificed in fulfillment of the vow, one takes an oath concerning them, as they are considered his own property. But with regard to consecrated property for which he does not bear the financial responsibility for their loss, one does not take an oath concerning them.

¹⁶⁰ Rabbi Meir says: There are certain items that are physically on the land but are not treated like land from a halakhic perspective, and the Rabbis do not concede to him concerning this point. How so? If one makes the claim: I assigned you ten grapevines laden with fruit to safeguard, and the other one says: They are only five vines, Rabbi Meir deems the defendant liable to take an oath, as he admitted to a part of the claim, and although the claim concerned grapevines, the primary aspect of the claim was the grapes. And the Rabbis say: The halakhic status of anything that is attached to the land is like the land itself, and therefore he is exempt from taking an oath.

¹⁶¹ One takes an oath only concerning an item that is defined by size, by weight, or by number. How so? If the claimant says: I transferred to you a house full of produce, or: I transferred to you a pouch

full of money, and the other person says: I do not know how much you gave me, but what you left in my possession you may take, and the amount in the house or pouch at that time is less than that claimed by the claimant, the defendant is exempt from taking an oath, as the amounts in the claim and the admission are undefined. But if this party says that the house was full up to the ledge, and that party says that it was full up to the window, the defendant is liable to take an oath, as the dispute relates to a defined amount.

¹⁶² GEMARA: From where do we derive that one is exempt from the payment of double the principal with regard to the items mentioned in the mishna? It is as the Sages taught in a baraita with regard to the verse that discusses double payment: “For every matter of trespass, whether it be for an ox, for a donkey, for a sheep, for clothing, or for any manner of lost thing...he shall pay double to his neighbor” (Exodus 22:8). This verse is expounded in the following manner: The phrase “for every matter of trespass” is a generalization; the phrase “whether it be for an ox, for a donkey, for a sheep, for clothing” is a detail; and when the verse states: “Or for any manner of lost thing,” it then generalized again.

¹⁶³ Consequently, this verse contains a generalization, and a detail, and a generalization, and one of the thirteen principles of exegesis states that in such a case you may deduce that the verse is referring only to items similar to the detail. Applying this principle here, one may conclude that just as each of the items mentioned in the detail is clearly defined as an item that is movable property and has intrinsic monetary value, so too, anything that is movable property and has intrinsic monetary value is subject to double payment.

¹⁶⁴ Land is therefore excluded, as it is not movable property. Canaanite slaves are also excluded, as they are compared to land in many areas of halakha. Financial documents are excluded, since although they are movable property, they do not have intrinsic monetary value. The value of the paper itself is negligible; documents are valuable only because they serve as proof of monetary claims. Finally, consecrated property is excluded because it is written in the verse: “He shall pay double to his neighbor,” i.e., to his fellow man, but not to a representative of the Temple treasury.

¹⁶⁵ The mishna teaches: And there is no payment of double the principal, nor is there payment of four or five times the principal for stealing consecrated animals. The Gemara asks: What is the reason for the exclusion of the payment of four or five times the principal? The Gemara answers: Since payment of double the principal is excluded, that leaves, in a case where one steals and then slaughters or sells a consecrated animal, a total payment of only three or four times the principal, as the payment of double the principal is included in the larger payment for selling or slaughtering it. Therefore, since the Merciful One states in the Torah fourfold or fivefold payment, and not threefold or fourfold payment, one who steals a consecrated animal and slaughters it or sells it is exempt from the additional payments.

¹⁶⁶ § The mishna teaches: An unpaid bailee who lost one of the excluded items does not take an oath. The Gemara asks: From where are these matters derived? The Gemara answers that it is as the Sages taught in a baraita:

¹⁶⁷ The verse introduces the halakhot with regard to an unpaid bailee with the phrase: “If a man delivers to his neighbor silver or vessels to safeguard” (Exodus 22:6). The phrase “if a man delivers to his neighbor” is a generalization, “silver or vessels” is a detail, and when the verse states: “To safeguard,” it then generalized again. Consequently, this verse contains a generalization and a detail

and a generalization, in which case you may deduce that the verse is referring only to items similar to the detail. Applying this principle here, one concludes that just as each of the items mentioned in the detail is clearly defined as an item that is movable property and has intrinsic monetary value, so too, an unpaid bailee takes an oath concerning anything that is movable property and has intrinsic monetary value.

¹⁶⁸ Land is therefore excluded, as it is not movable property. Canaanite slaves are excluded, as they are compared to land in many areas of halakha. Financial documents are excluded, since although they are movable property, they do not have intrinsic monetary value. Consecrated property is excluded because it is written in the verse: “If a man delivers to his neighbor.” This term indicates that both the one depositing the item and the bailee must be people, and not the Temple treasury.

¹⁶⁹ § The mishna teaches that a paid bailee does not pay for the loss or theft of one of these items. The Gemara asks: From where do we derive this halakha? The Gemara answers: It is as the Sages taught in a baraita: The verse introduces the halakhot with regard to a paid bailee with the phrase: “If a man delivers to his neighbor a donkey, or an ox, or a sheep, or any animal to guard” (Exodus 22:9). The phrase “if a man delivers to his neighbor” is a generalization, the phrase “a donkey, or an ox, or a sheep” is a detail, and when the verse states: “Or any animal to safeguard,” it then generalized again. Consequently, this verse contains a generalization, and a detail, and a generalization, which excludes any item that is not similar to the detail, as delineated in the previous baraita with regard to an unpaid bailee, up to and including the last clause of that baraita: Consecrated property is excluded because it is written in the verse: “If a man delivers to his neighbor.”

¹⁷⁰ § The mishna teaches: Rabbi Meir says: There are certain items that are like land with regard to their form, but are not treated like land from a halakhic perspective; and the Rabbis do not concede that this is so, as they hold that the halakhic status of anything that is attached to the land is like the land itself. The Gemara challenges: By inference, does Rabbi Meir hold that the halakhic status of anything that is attached to the land is not like land? If so, rather than disagreeing with regard to grapevines laden with fruit, let them disagree with regard to fruitless vines, as Rabbi Meir holds that the halakhic status of the vines themselves is not like that of the land.

¹⁷¹ Rabbi Yosei, son of Rabbi Ḥanina, said that they disagree here not with regard to any item that is attached to the land, as Rabbi Meir concedes that such items usually have the halakhic status of the land itself. The dispute is specifically with regard to grapes that are ready to be harvested, as Rabbi Meir holds that their halakhic status is similar to that of grapes that are already harvested, and the Rabbis hold that their halakhic status is not similar to that of grapes that are already harvested, and that they still have the status of land.

¹⁷² § The mishna teaches that one takes an oath only concerning an item that is defined by size, by weight, or by number. How so? If the claimant says: I delivered to you a house full of produce, and the other person says: I do not know how much you gave me, but what you left in my possession you may take, and the amount in the house is less than that claimed by the claimant, the defendant is exempt from taking an oath. Abaye said: They taught this halakha only in a case where the claimant said to him: I gave you a house full of produce, without specification. But if he said to him: I gave you this specific house full of produce, his claim is known and defined, and the defendant is therefore required to take an oath concerning it.

¹⁷³ Rava said to him: If so, rather than teaching in the last clause of the mishna: If this party says that the house was full up to the ledge, and that party says that it was full up to the window, the defendant is liable to take an oath, let the tanna distinguish and teach the distinction within the case itself, where the claim was for a house full of produce, and say: In what case is this statement, that the defendant is exempt, said? It is said in a case where the claim was for an unspecified house full of produce; but if the claim was for this particular house full of produce, the defendant is liable to take an oath. Since the mishna did not make this distinction, evidently the defendant is exempt even if the claim is referring to a specific house.

¹⁷⁴ Rather, Rava said: The defendant is never liable to take an oath unless the claimant claims from him an item that is defined by size, by weight, or by number, and the defendant admits to him with regard to a part of the claim that is an item that is defined by size, by weight, or by number.

¹⁷⁵ The Gemara comments: It is taught in a baraita in accordance with the opinion of Rava: If the claimant says: I have a kor of produce in your possession, and the other one says: Nothing of yours is in my possession, the defendant is exempt from taking an oath, as he denies the entire debt. If he says: I have a large candelabrum in your possession, and the defendant responds: You have only a small candelabrum in my possession, he is exempt from taking an oath, as he admits not to part of the claim, but to possessing a different item. Similarly, if the claimant says: I have a large belt in your possession, and the defendant responds: You have only a small belt in my possession, he is exempt from taking an oath.

¹⁷⁶ The baraita continues: But if the claimant said to him: I have a kor of produce in your possession, and the other one says: You have only a half-kor in my possession, he is liable to take an oath. Similarly, if the claimant says: I have a candelabrum weighing ten litra in your possession, and the defendant responds: You have only a five-litra candelabrum in my possession, he is liable to take an oath.

¹⁷⁷ The baraita concludes: The principle of the matter is that the defendant is never liable to take an oath unless the claimant claims from him an item that is defined by size, or by weight, or by number, and the defendant admits to him with regard to a part of the claim that is an item that is defined by size, by weight, or by number.

¹⁷⁸ The Gemara asks: What does the baraita add that was not already taught, by mentioning the principle of the matter? Doesn't the baraita mention this principle to add that even if the claim is for this specific house full of produce, the defendant is exempt, as this is not considered an item defined by size? Accordingly, the baraita is in accordance with the opinion of Rava.

¹⁷⁹ Having cited the baraita, the Gemara now analyzes it: What is different about a case where the claimant claimed a large candelabrum and the defendant admitted to owing a small candelabrum that renders the defendant exempt from taking an oath? It is because that which he claimed from him, he did not admit to at all, and that which he admitted to, he had not claimed from him. If so, in a case where the claimant claimed a ten-litra candelabrum and the defendant admitted to owing a five-litra candelabrum, the defendant should also be exempt, as that which he claimed from him, a heavier candelabrum, he did not admit to at all, and that which he admitted to, a lighter candelabrum, he had not claimed from him.

¹⁸⁰ Rabbi Shmuel bar Rav Yitzḥak said: Here in the latter case we are dealing with a candelabrum composed of segments that detach; the defendant is liable to take an oath because he admits to owing him part of the candelabrum claimed by the claimant.

¹⁸¹ The Gemara asks: If so, let the baraita teach the case in which the defendant is liable to take an oath involving a belt as well, and interpret the case as referring to a belt made of pieces that are connected to each other; the claimant claims a belt with a larger number of pieces, and the defendant claims that he owes him a belt with fewer pieces. Rather, clearly the baraita is not teaching cases involving items made of pieces connected to each other. Here too, in the case of the candelabrum, the baraita is not teaching a case of a candelabrum composed of segments that detach.

¹⁸² Rather, Rabbi Abba bar Memel said that the case of a candelabrum is different because one can scrape a ten-litra candelabrum and reduce it to a five-litra one. Therefore, he admitted to a part of the claim.

¹⁸³ MISHNA: There is a case of one who lends money to another on the basis of collateral, and the collateral was lost while in the possession of the creditor, and the creditor says to the debtor: I lent you a sela on the basis of that collateral and that collateral was worth a shekel, i.e., a half-sela. Therefore, you owe me a shekel. And the other individual, the debtor, says in response to that claim: That is not the case. Rather, you lent me a sela on the basis of that collateral, and the collateral was worth a sela; I owe you nothing. In this case, the debtor is exempt from payment.

¹⁸⁴ There is a case of a creditor who claims: I lent you a sela on the basis of that collateral and it was worth a shekel. And the other individual, the debtor, says: That is not the case; rather, you lent me a sela on the basis of that collateral, and the collateral was worth three dinars, i.e., three-quarters of a sela. In this case, the debtor is liable to take an oath, due to the fact that he responded to the claim of the creditor with a partial admission.

¹⁸⁵ If in that case the debtor said: You lent me a sela on the basis of that collateral and the collateral was worth two sela, so now you owe me a sela. And the other party, i.e., the creditor, said: That is not the case; rather, I lent you a sela on the basis of that collateral and the collateral was worth a sela. Here, the creditor is exempt. If in that case the debtor said: You lent me a sela on the basis of that collateral and the collateral was worth two sela. And the other party, i.e., the creditor, said: That is not the case; rather, I lent you a sela on the basis of that collateral and the collateral was worth five dinars. Here, the creditor is liable to take an oath due to the fact that he responded to the claim of the debtor with a partial admission.

¹⁸⁶ And who takes the oath? The one in whose possession the deposit had been located, i.e., the creditor, who took collateral from the debtor. The Sages instituted this provision lest this party, i.e., the debtor, take an oath and the other party, i.e., the creditor, produce the deposit and prove the oath false.

¹⁸⁷ GEMARA: To which case is the final statement in the mishna, which says the creditor is the one who takes the oath, referring? If we say it is referring to the case in the latter clause of the mishna, where the debtor claims that the collateral was worth more than the loan, derive this halakha from the fact that the oath is anyway taken by the creditor, as he is the defendant in this case. The additional statement is superfluous.

¹⁸⁸ In response, Shmuel says: This statement relates to the case in the first clause of the mishna, where the debtor is the defendant. And Rabbi Ḥiyya bar Rav similarly says that it relates to the first clause. And Rabbi Yoḥanan similarly says that it relates to the first clause.

¹⁸⁹ The Gemara asks: What did the amora'im mean by: The first clause? The Gemara answers: They were not referring to the very first halakha in the mishna, but rather to the latter part of the first clause: There is a case of a creditor who claims: I lent you a sela on the basis of that collateral and it was worth a shekel. And the other individual, the debtor, says: That is not the case; rather, you lent me a sela on the basis of that collateral and the collateral was worth three dinars, i.e., three-quarters of a sela. In this case, he is liable to take an oath. As in this case, the oath should in principle be taken by the debtor, since he is the one who admitted to a part of the creditor's claim, but the Sages removed the obligation to take an oath from the debtor and imposed it on the creditor, deeming him liable to take an oath that the collateral was not worth more than a shekel.

¹⁹⁰ The Gemara notes: And now that Rav Ashi says that we maintain that two oaths are taken in this case, as this party, the creditor, takes an oath that the collateral is not in his possession, and that party, the debtor, takes an oath concerning how much the collateral was worth, this is what the mishna is saying: Who takes an oath first? The one in whose possession the deposit had been located, i.e., the creditor, first takes an oath that the collateral is not in his possession, lest this party, the debtor, take an oath and then the other party, the creditor, produce the deposit and prove the oath false.

¹⁹¹ § Shmuel says: With regard to one who lent one thousand dinars to another and took from him the handle of a sickle as collateral, if the handle of the sickle is lost, the creditor has lost the entire sum of one thousand dinars, even though the lost collateral was worth less. But if he took two handles as collateral and only one of them was lost, the creditor does not lose the entire debt; he loses only the value of the handle that he lost.

¹⁹² And Rav Naḥman says: Even if he took two handles and only one of them was lost, he has lost five hundred dinars, i.e., half the debt. If the other one was then also lost, he has lost the entire debt. But if he took a handle and a piece of silver as collateral and then lost the handle, he has not lost half the debt, as he presumably relied on the silver, not the handle, for payment. The Sages of Neharde'a say: Even if he took a handle and a piece of silver, and the piece of silver was lost, he has lost half the debt. If the handle was then lost, he has lost the entire debt.

¹⁹³ The Gemara challenges Shmuel's opinion based on the mishna. We learned in the mishna: There is a case of a creditor who claims: I lent you a sela on the basis of that collateral and it was worth a shekel. And the other individual, the debtor, says: That is not the case; rather, you lent me a sela on the basis of that collateral and the collateral was worth three dinars, i.e., three-quarters of a sela. In this case, the debtor is liable to take an oath. According to Shmuel's opinion that if the collateral is lost, the debt is canceled, let the debtor say to him: You have already received repayment of the debt by means of the collateral.

¹⁹⁴ The Gemara answers: The halakha in the mishna is with regard to a case where the creditor stated explicitly that he is taking the collateral only to assure payment of the value of the item, and not as full repayment. Therefore, since there is a dispute with regard to the collateral's monetary value, the two parties must litigate this matter. Shmuel, by contrast, was referring to a case where the creditor did not state explicitly whether he was taking the collateral to cover only its monetary value or the entire debt. In that case, it is presumed that he took it to cover the entire debt.

¹⁹⁵ The Gemara suggests: Let us say that Shmuel's ruling is the subject of a dispute between tanna'im, as it is stated in a baraita: With regard to one who lends money to another on the basis of collateral, and the collateral was lost, he must take an oath that it was in fact lost and may then take his money; this is the statement of Rabbi Eliezer. Rabbi Akiva says that the debtor can say to the creditor: Didn't you lend me the money only on the basis of the collateral? Since the collateral was lost, your money is lost as well.

¹⁹⁶ But with regard to one who lends another person one thousand dinars with a promissory note, and in addition to the note, the debtor left collateral in the creditor's possession, all agree that since the collateral was lost, his money is lost as well. Since he had a promissory note as proof of the loan, the collateral was clearly taken as potential repayment.

¹⁹⁷ The Gemara asks: What are the circumstances under which Rabbi Eliezer and Rabbi Akiva disagree? If it is a case where the collateral was worth the amount of money that he lent to him,

¹⁹⁸ what is the reasoning of Rabbi Eliezer, who holds that although the collateral was lost, the debtor is still liable to pay? Rather, is it not a case where the collateral was not worth the amount of money that he lent him? And accordingly, they disagree with regard to the ruling of Shmuel. Rabbi Akiva holds in accordance with the opinion of Shmuel, that if the collateral is lost the entire debt is canceled, and Rabbi Eliezer disagrees with this opinion.

¹⁹⁹ The Gemara rejects this suggestion: No, in a case where the collateral was not worth the value of the loan everyone is of the opinion that the ruling is not in accordance with the opinion of Shmuel. But here the dispute is with regard to a case where the collateral was worth the amount of money that he lent him, and they disagree with regard to the opinion of Rabbi Yitzhak. As Rabbi Yitzhak says: From where is it derived that a creditor acquires collateral given to him and is considered its owner as long as the item is in his possession? As it is stated with regard to a creditor who returns the collateral to the debtor for his personal use: "And it shall be a righteousness for you" (Deuteronomy 24:13).

²⁰⁰ Rabbi Yitzhak infers: If the creditor does not acquire the collateral, then from where is his righteousness? If the collateral is not his, the creditor would not be giving up anything of his own. From here it is derived that a creditor acquires the collateral. Rabbi Eliezer disagrees with this opinion, maintaining that the creditor has the halakhic status of an unpaid bailee with respect to the collateral, so that he is exempt from paying restitution if it is stolen or lost. He can therefore collect the entire debt from the debtor. Rabbi Akiva agrees with the opinion of Rabbi Yitzhak, and holds that since the creditor acquires the collateral, he bears financial responsibility to pay its value in the event of its loss. Therefore, he must deduct the value of the collateral when collecting payment of the debt.

²⁰¹ The Gemara asks: If so, shall we say that the opinion of Rabbi Yitzhak is the subject of a dispute between tanna'im? The Gemara answers: And how can you understand that? Say that Rabbi Yitzhak says that a creditor acquires the collateral in a case where he took the collateral from him not at the time of the loan, but afterward, in order to induce him to return the loan, as described in the context of the aforementioned verse. But in a case where the creditor took the collateral from him at the time of the loan, does Rabbi Yitzhak say that he has acquired it?

²⁰² Rather, in a case where he took the collateral from him not at the time of the loan, everyone agrees that the opinion of Rabbi Yitzhak is accepted, and here, the dispute between Rabbi Eliezer and Rabbi Akiva is with regard to a case where he took the collateral from him at the time of the loan.

²⁰³ And they disagree with regard to the halakhic status of one who is safeguarding a lost item that he found but has not yet returned. As it was stated: With regard to one who is safeguarding a lost item, Rabba says that his halakhic status is like that of an unpaid bailee, who is exempt from paying restitution in the event that the item is lost or stolen,

²⁰⁴ and Rav Yosef says that it is like that of a paid bailee, as while performing the mitzva of taking care of a lost item he is exempt from performing other mitzvot that involve the outlay of money, and the money that he saves is tantamount to payment received. Similarly, since safeguarding collateral is part of the mitzva to lend money to the needy, one who does so is exempt during that time from performing other mitzvot that involve the outlay of money. Therefore, Rabbi Eliezer's ruling, that even if the collateral was lost the creditor collects the entire debt, is in accordance with the opinion of Rabba, and Rabbi Akiva's ruling, that the creditor loses the value of the collateral, is in accordance with the opinion of Rav Yosef.

²⁰⁵ The Gemara asks: If so, shall we say that the opinion of Rav Yosef is the subject of a dispute between tanna'im? The Gemara rejects this suggestion: No, with regard to one who is safeguarding a lost item, everyone accepts the opinion of Rav Yosef. And here they disagree with regard to a case where the creditor needs the collateral and uses it with the permission of the debtor, deducting a usage fee from the debt. One Sage, Rabbi Akiva, holds that he is still performing a mitzva by safeguarding it, and is therefore exempt from performing other mitzvot during that time. Consequently, he has the status of a paid bailee. And one Sage, Rabbi Eliezer, holds that since he derives benefit from the collateral, he is safeguarding it for his own benefit, and is not performing a mitzva. Therefore, he has the status of an unpaid bailee.

²⁰⁶ § The Gemara resumes discussion of Shmuel's statement that if the creditor loses the collateral, the debt is canceled. Let us say that Shmuel's ruling is the subject of a dispute between tanna'im, as it is stated in a baraita with regard to the halakha that the Sabbatical Year does not abrogate debts for which collateral was taken: If one lends money to another on the basis of collateral and the Sabbatical Year commences, then even if the collateral is worth only half the value of the loan, the Sabbatical Year does not abrogate the debt; this is the statement of Rabban Shimon ben Gamliel. Rabbi Yehuda HaNasi says: If the value of the collateral was commensurate with his debt, the Sabbatical Year does not abrogate the debt, but if it was not commensurate with the debt, the Sabbatical Year abrogates the debt.

²⁰⁷ The Gemara asks: What is the meaning of the statement: The Sabbatical Year does not abrogate the debt, which the first tanna, Rabban Shimon ben Gamliel, says? If we say it means that the Sabbatical Year does not abrogate that part of the debt that is commensurate with the collateral, but it does abrogate the rest, this indicates by inference that Rabbi Yehuda HaNasi holds that the Sabbatical Year abrogates the entire debt, including the part commensurate with the collateral as well. But if this is so, why did the creditor seize collateral from the debtor at all?

²⁰⁸ Rather, is it not that Rabban Shimon ben Gamliel says that the Sabbatical Year does not abrogate the debt at all, and the debtor is liable to pay an amount commensurate with the entire debt? And accordingly, they disagree with regard to Shmuel's principle that collateral is considered equivalent to the entire debt, even if it is worth less than the debt.

²⁰⁹ The Gemara rejects this suggestion: No, actually, the statement of Rabban Shimon ben Gamliel that the Sabbatical Year does not abrogate the debt is referring only to the part of the debt

commensurate with the collateral, and they disagree with regard to that part of the debt. The first tanna, Rabban Shimon ben Gamliel, holds that the Sabbatical Year does not abrogate the part of the debt commensurate with the collateral, and Rabbi Yehuda HaNasi holds that it abrogates the part of the debt commensurate with the collateral as well. And as for the question you said: For what purpose did he seize collateral from him at all, the answer is that he takes it merely as a reminder, to increase the likelihood that the debt will be paid.

Chapter 7

¹ MISHNA: All those who take an oath that is legislated by the Torah take an oath and do not pay. By Torah law, one takes an oath only in order to exempt himself from a monetary claim. And these litigants take a rabbinically instituted oath and receive possession of the disputed funds or property, i.e., their claim is upheld by means of the oath, even though they are not in possession of the property in question: A hired worker who claims that he has not received his wages; and one who was robbed and sues the person who robbed him; and one who was injured, who claims compensation from the person who injured him; and one whose opposing litigant is suspect with regard to the taking of an oath. When a person suspected of taking false oaths is liable to take an oath in order to exempt himself, the claimant takes an oath instead and receives payment. And a storekeeper relying on his ledger also takes an oath and is paid.

² How does this halakha apply to the hired worker? The case is where one says to his employer: Give me my wages that are still in your possession. The employer says: I already gave them to you. And that worker says: I have not received them. In such a case, the worker takes an oath that he has not received his wages, and he receives payment from his employer. Rabbi Yehuda says: This oath cannot be administered unless there is partial admission on the part of the employer. How so? The case is where the worker said to him: Give me my wages, fifty silver dinars, which are still in your possession. And the employer says: You have already received one golden dinar, which is worth twenty-five silver dinars. Since the employer has admitted that he owes part of the sum, the worker takes an oath and is paid the whole sum.

³ How does this halakha apply to one who was robbed? The case is where witnesses testified about the defendant that he entered the claimant's house to seize collateral from him without the authority to do so. The claimant said: You took items that belong to me. And the defendant said: I did not take them. The claimant takes an oath and receives payment of his claim. Rabbi Yehuda says: This oath cannot be administered unless there is partial admission on the part of the defendant. How so? The case is where the claimant said to him: You took two items. And he says: I took only one. Since the defendant admits that he took one item from the house, the claimant takes an oath and receives payment of his whole claim.

⁴ How does this halakha apply to one who was injured? The case is where witnesses testified about the injured person that he entered into the domain of the defendant whole but left injured, and the claimant said to the defendant: You injured me. And the defendant says: I did not injure you. The injured party takes an oath and receives compensation. Rabbi Yehuda says: This oath cannot be administered unless there is partial admission. How so? The case is where the claimant said to the

defendant: You injured me twice. And the other says: I injured you only once. In such a case, the injured party takes an oath that he was injured twice and receives compensation for both injuries.

⁵ How does this halakha apply to one whose opposing litigant is suspect with regard to the taking of an oath and therefore is not permitted to take the oath?

⁶ One is considered suspect with regard to oaths if he has been found to have taken a false oath, whether it was an oath of testimony, or whether it was an oath on a deposit, or even an oath taken in vain, which is a less severe prohibition. There are also categories of people who by rabbinic decree are considered suspect with regard to oaths: If one of the litigants was a dice player, or one who lends with interest, or among those who fly pigeons, or among the vendors of produce of the Sabbatical Year, then the litigant opposing him takes an oath and receives payment of his claim.

⁷ If both litigants were suspect, the oath returned to its place. This is the statement of Rabbi Yosei, and will be explained in the Gemara. Rabbi Meir says: Since neither can take an oath, they divide the disputed amount.

⁸ And how does this halakha apply to the storekeeper relying on his ledger? This ruling is not referring to the case where a storekeeper says to a customer: It is written in my ledger that you owe me two hundred dinars. Rather, it is referring to a case where a customer says to a storekeeper: Give my son two se'a of wheat, or: Give my laborers a sela in small coins. And later the storekeeper says: I gave it to them; but they say: We did not receive it. In such a case, where the father or employer admits that he gave those instructions and it is also recorded in the storekeeper's ledger, the storekeeper takes an oath that he gave the son the wheat or paid the laborers, and he receives compensation from the father or employer; and the laborers take an oath that they were not paid and receive their wages from the employer.

⁹ Ben Nannas said: How is it that both these and those come to take an oath in vain? One of them is certainly lying. Rather, the storekeeper receives his compensation without taking an oath, and the laborers receive their wages without taking an oath.

¹⁰ § If one said to a storekeeper: Give me produce valued at a dinar, and he gave him the produce. And later the storekeeper said to him: Give me that dinar you owe me, and the customer said to him: I gave it to you, and you put it in your wallet [be'unpali], the customer shall take an oath that he gave him the dinar. If, after he gave the storekeeper the money, the customer said to him: Give me the produce, and the storekeeper said to him: I gave it to you and you transported it to your house, the storekeeper shall take an oath that he has already filled the order, and he is exempt from supplying the produce. Rabbi Yehuda says: Whoever has the produce in his possession has the advantage, and his claim is accepted without his taking an oath.

¹¹ Similarly, if one said to a money changer: Give me small coins valued at a dinar, and he gave him the coins, and subsequently the money changer said to him: Give me the dinar, and the customer said to him: I gave it to you, and you put it in your wallet; the customer shall take an oath that he paid. If the customer gave the money changer the dinar, and then said to him: Give me the coins, and the money changer said to him: I gave them to you and you cast them into your purse, the money changer shall take an oath. Rabbi Yehuda says: It is not a money changer's way to give even an issar until he receives a dinar. Therefore, the fact that the customer received the coins indicates that the money changer already received his payment.

¹² § These cases of taking an oath are just like other cases where the Sages said that one takes an oath and receives payment. The mishna (see Ketubot 87a) teaches: A woman who vitiates her marriage contract by acknowledging receipt of partial payment may collect the remainder only by taking an oath; or if one witness testifies that her marriage contract has been paid, she may collect it only by taking an oath. She may collect it from lien property that has been sold to a third party, or from the property of orphans, only by taking an oath, and a woman who collects it from her husband's property when not in his presence may collect it only by taking an oath. And likewise, orphans may collect a loan with a promissory note inherited from their father only by taking an oath.

¹³ Orphans who wish to collect payment of money owed to their father must take the following oath: On our oath our father did not direct us on his deathbed not to collect with this promissory note, and our father did not say to us that this note was paid, and we did not find among our father's documents a record showing that this promissory note was paid. After taking that oath, they may collect the money. Rabbi Yoḥanan ben Beroka says: Even if the son was born after the father's death, he needs to take an oath in order to receive the money owed to his father. Rabban Shimon ben Gamliel said: If there are witnesses that the father said at the time of his death: This promissory note has not been paid, the son collects the debt without having to take an oath.

¹⁴ § And these people are sometimes required to take an oath that they do not owe anything even when there is no explicit claim against them: Partners, sharecroppers, stewards [apotropin], a woman who does business from home, where she manages the property of orphans, and the member of the household appointed to manage the household's affairs. For example, in a case where one of these people said to one of the people whose property he or she manages: What is your claim against me? If the other replied: It is simply my wish that you take an oath to me that you have not taken anything of mine, the former is liable to take that oath.

¹⁵ Once the partners or the sharecroppers have divided the common property, each taking his share, then one side may not require an oath of the other absent a definite claim. But if an oath was imposed upon him due to some other situation, that oath can be extended to impose upon him any other oath, i.e., it can be extended to apply to any other of their disputes. The mishna adds: And the Sabbatical Year abrogates the obligation to take an oath about a debt, just like it abrogates a debt.

¹⁶ GEMARA: The mishna teaches: All those who take an oath that is legislated by the Torah take an oath and do not pay. The Gemara asks: From where do we derive that oaths mandated by Torah law serve only to exempt one from payment? We derive it from the fact that the verse states: "The oath of the Lord shall be between them both, to see whether he has not put his hand on his neighbor's goods; and its owner shall accept it, and he shall not make restitution" (Exodus 22:10). According to the verse, with regard to he who would otherwise need to pay, it is on him that the obligation to take the oath is imposed.

¹⁷ § The mishna teaches: And these litigants take an oath and receive possession of the disputed funds or property, and it lists a hired worker in that category. The Gemara asks: What is different about a hired worker that the Sages instituted for him that he take an oath and receive his wages? Rav Yehuda said that Shmuel said: Great halakhot were taught here. The Gemara asks: Halakhot? Are these oaths actually halakhot transmitted to Moses from Sinai, as is usually indicated by the use of the term halakhot? They are instituted by rabbinic law. Rather, say: Great ordinances were taught here.

¹⁸ The Gemara asks: Since these ordinances are called great, can one conclude by inference that there are also minor ordinances? Are there rabbinic ordinances that are less important?

¹⁹ Rather, Rav Nahman says that Shmuel says: Permanent ordinances were taught here; the Sages uprooted the oath from the employer and imposed it upon the hired worker due to the fact that his wages are his livelihood. The Gemara asks: Due to the need to protect the hired worker's livelihood, do we penalize the employer by leaving him vulnerable to a dishonest worker? The Gemara answers: The employer himself is amenable to the hired worker taking an oath and collecting his wages, so that laborers will accept employment from him. If the workers are not protected in this manner, they will be wary of accepting work.

²⁰ The Gemara asks: On the contrary, isn't it preferable for the hired worker that in the case of a dispute between them the employer takes the oath and is released from payment? He would agree to this arrangement in order to create conditions in which the employer will readily hire him. If employers are exposed to the risk of being cheated by dishonest workers, they will be wary of hiring. The Gemara answers: The employer perforce hires workers, since he needs the work done. The Gemara asks: Doesn't the hired worker also perforce accept employment, since he needs it for his livelihood? Rather, the reason the worker takes the oath is that the employer is distracted with managing his laborers, so it is reasonable to assume that he forgot to pay.

²¹ The Gemara raises a difficulty: But if it is presumed that the employer forgot to pay, let him give the wages to the worker without the worker taking an oath.

²² The Gemara explains: The oath was instituted to alleviate the concerns of the employer, to ensure him that he is not being cheated. And why did the Sages not institute that the employer should give the worker his wages in the presence of witnesses so that it could readily be established whether he was paid? The Gemara answers: Finding witnesses whenever he pays wages would be a burdensome matter for him. And why did the Sages not institute that the employer should give him his wages at the outset, when he hires him, so there would be no need for an oath? The Gemara answers: They both want the work to be done on credit, i.e., before the wages are paid, as sometimes the employer has no money ready when he hires a worker, and the worker also prefers receiving his money at the end of the day.

²³ If so, then even with regard to the amount fixed as payment, the employer is apt to be forgetful. Why, then, is it taught in a baraita: If the craftsman says: You fixed two coins as my payment and the other, the employer, says: I fixed only one coin as your payment, the halakha is that the burden of proof rests upon the claimant? The craftsman must bring witnesses to collect the additional sum; an oath is not sufficient. Why is it not assumed that the employer is distracted, and the craftsman would be allowed to take an oath and collect the amount he claims? The Gemara answers: With regard to the fixing of wages, he certainly remembers.

²⁴ The Gemara asks: If so, then even if the time the wages were due had passed, the worker should be able to prove that he has not been paid by taking an oath. Why, then, is it taught in a baraita that if the established time for paying wages had passed, i.e., the night after the work was performed, and the employer had not given the worker his wages, he no longer can take an oath and receive his wages, but rather must bring witnesses to prove that he was not yet paid.

²⁵ The Gemara answers: There is a presumption that the employer will not violate the prohibition against delaying payment of wages (see Leviticus 19:13) and will have paid the worker by the

deadline. The Gemara asks: But didn't you say that the employer is distracted with his laborers and is apt to forget to pay? The Gemara responds: This statement, that he is presumed to be distracted, applies only before the time arrives that he incurs liability for delaying payment of wages. When the time that he incurs liability arrives, he takes it upon himself to remember to pay.

²⁶ The Gemara asks: Is the hired worker suspected of demanding his wages twice and violating the prohibition against robbery (see Leviticus 19:13)? The Gemara answers: With regard to the employer there are two presumptions supporting his claim that the wages were paid: One is that the employer will not violate the prohibition of delaying payment of wages, and one is that a hired worker will not defer requesting his wages. Therefore, if he is requesting his wages after the deadline, he probably already received them, and he no longer can prove his claim with only an oath.

²⁷ § Rav Naḥman says that Shmuel says: The Sages taught that a worker takes an oath and receives his wages only when the employer hired him in the presence of witnesses. But if he hired him not in the presence of witnesses, then since he could have made a more advantageous claim [miggo] and said to him: I never hired you, he can instead say to him: I hired you but already gave you your wages, and that claim is accepted by the court. There is a principle in halakha that one is deemed credible when he makes a less advantageous claim than he could have made. Rabbi Yitzḥak said to Rav Naḥman: That is correct; and so said Rabbi Yoḥanan.

²⁸ The Gemara asks: Can one infer from the fact that Rabbi Yitzḥak said that it was specifically Rabbi Yoḥanan who says this, that Reish Lakish, who often engaged in disputes with Rabbi Yoḥanan, disagrees with him, even though Rabbi Yitzḥak did not report that he does? Some say that Reish Lakish was drinking at the time that Rabbi Yoḥanan made his statement and therefore was silent, and some say that he was waiting for him to complete his statement and therefore was silent. It remains unclear whether he disagreed.

²⁹ It was also stated that Rav Menashya bar Zevid says that Rav says: The Sages taught that a worker takes an oath and receives his wages only when the employer hired him in the presence of witnesses. But if he hired him not in the presence of witnesses, since he could have said to him: I never hired you, he can instead say to him: I hired you but already gave you your wages, and that claim is accepted by the court.

³⁰ § Rami bar Ḥama said: How excellent is this halakha. Rava said to him: What is its excellence? If the halakha is so, how can you ever find an instance of the oath of the bailees concerning a deposit that the Merciful One imposed? Since the bailee could say to the owner: These events never occurred, i.e., I never accepted a deposit from you, he can say to him: The deposit was lost by accident. He will not need to take an oath to support his claim, since he would have been deemed credible without taking an oath if he had denied accepting the deposit at all.

³¹ Rami Bar Ḥama answered: The oath of the bailees is still relevant where the owner deposited the item with him in the presence of witnesses. Rava retorts: Even then, since he could say to him: I already returned it to you, and his claim would be accepted without his taking an oath, he can say to him: The deposit was lost by accident, and his claim will be accepted without his taking an oath.

³² Rami bar Ḥama answered: The oath of the bailees is still relevant where the owner deposited the item with him, with a document given as a receipt. Possession of the receipt serves as evidence that the bailee has not returned the deposit.

³³ The Gemara comments: By inference from their statements, one may conclude that both Rava and Rami bar Hama hold that if one deposits an item with another person in the presence of witnesses, he does not need to return it to him in the presence of witnesses, and his claim that he returned it without witnesses is accepted. But if one deposits an item with another person with a document given as a receipt, he needs to return it to him in the presence of witnesses, who can testify that it was returned.

³⁴ § Rami bar Hama would cite this verse about Rav Sheshet: “And David laid up these words in his heart” (I Samuel 21:13), as Rav Sheshet took it upon himself to find sources that would support or contradict the statements of Rav and Shmuel. As it is recounted that Rav Sheshet encountered Rabba bar Shmuel and said to him: Does the Master teach any halakhot about a hired worker? Rabba bar Shmuel said to him: Yes, I teach this baraita (Tosefta 6:1): A hired worker within his time for receiving wages takes an oath and receives payment. How so? This applies in a case when the worker said to the employer: You hired me but did not give me my wages, and the other, the employer, says: I hired you and gave you your wages. But if the hired worker said to him: You fixed two coins as my payment, and the other, the employer, says: I fixed only one coin as your payment, the burden of proof rests upon the claimant, who must provide witnesses to testify that the wage was the greater sum.

³⁵ Rav Sheshet suggested: Since the latter clause addresses a case in which proof, witness testimony, is required, the first clause must address a case in which proof is not required. This contradicts the statements of Rav and Shmuel above that the worker may take an oath and receive payment only when he has witnesses that this person hired him.

³⁶ Rav Naḥman bar Yitzḥak said:

³⁷ Both the first clause and the latter clause address cases in which proof is required, as even in the first clause the worker must have witnesses testifying that he was actually hired. The baraita does not mention it because it teaches only with regard to proof that requires the employer to pay, but it does not teach with regard to proof that makes it possible for the worker to take an oath and receive payment.

³⁸ § Rabbi Yirmeya bar Abba said: After Rav’s death the Sages sent the following message to Shmuel from the study hall of Rav: Our teacher, instruct us with regard to the case where the craftsman says: You fixed two coins as my payment; and the other, the employer, says: I fixed only one coin as your payment. Who takes an oath? Shmuel told them: In that case, the employer shall take an oath to support his claim and the craftsman shall lose the difference. With regard to the fixing of wages, people certainly remember. The Sages instituted the oath taken by the worker where he claims he has not been paid in a situation where it is reasonable to presume that the employer is distracted and apt to forget.

³⁹ The Gemara asks: Is that so? But doesn’t Rabba bar Shmuel teach in a baraita: If there is a dispute with regard to the sum fixed as wages, the burden of proof rests upon the claimant, i.e., the craftsman, and if he does not bring proof, his claim is dismissed. The Gemara clarifies the difficulty: Why? Have the employer take an oath, and only then shall the craftsman lose the difference, in accordance with Shmuel’s ruling. Rav Naḥman said: Shmuel teaches the baraita disjunctively: Either the craftsman brings proof and receives the amount he claims, or the employer takes an oath, and the craftsman loses the difference.

⁴⁰ The Gemara raises an objection to Shmuel's ruling from a baraita: With regard to one who gives his cloak to a craftsman for mending, and then the craftsman says: You fixed two dinars as my payment, and that one, the owner, says: I fixed only one dinar as your payment, then so long as it is so that the cloak is in the possession of the craftsman, it is incumbent upon the owner to bring proof that the fee was one dinar. If the craftsman gave the cloak back to him, then there are two scenarios: If the claim is lodged in its proper time, i.e., on the day of the cloak's return, then the craftsman takes an oath and receives the two dinars. But if its proper time passed, then the burden of proof rests upon the claimant, and the craftsman would need to bring proof that the fee was two dinars.

⁴¹ The Gemara states the objection: In any event, the baraita states that if the claim is lodged in its proper time, the craftsman takes an oath and receives his payment. According to Shmuel's ruling why should this be so? The employer should take an oath, and the craftsman should lose the difference.

⁴² Rav Naḥman bar Yitzḥak said in response: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Yehuda, who says: Any time that the basic obligation to take an oath is directed at the employer, as in this case, as he admits to part of the claim, the Sages instituted that the obligation to take the oath is transferred, and the hired worker takes an oath and receives his payment. But according to the opinion of the Rabbis, the employer takes an oath and is exempted, as Shmuel ruled.

⁴³ The Gemara asks: To which statement of Rabbi Yehuda is Rav Naḥman bar Yitzḥak referring? If we say he is referring to the opinion of Rabbi Yehuda in the mishna (44b), how can that be? There, he is being stringent, and restricts the cases where the worker takes an oath and receives payment, more so than the Rabbis, as we learned in the mishna: Rabbi Yehuda says: The worker does not take an oath and receive payment without any other proof unless there is partial admission on the part of the employer with regard to payment of the wages.

⁴⁴ Rather, he is referring to the opinion of Rabbi Yehuda in a baraita; as it is taught: A hired worker, as long as the time allotted for him to receive his wages has not passed, takes an oath and receives payment of his claim, and if not, i.e., the time has passed, he does not take an oath and receive payment. And Rabbi Yehuda said: When does the worker take such an oath? It is in a situation when he said to his employer: Give me my wages of fifty silver dinars, which are still in your possession. And the employer says: You have already received a golden dinar, equal to twenty-five silver dinars, from them. Alternatively, the worker said to him: You fixed two coins as my payment; and the other, the employer, says: I fixed only one coin as your payment.

⁴⁵ The baraita continues: But if the employer said to him: I never hired you, or he said to him: I hired you but gave you your wages, the burden of proof rests upon the claimant, i.e., the worker. Rabbi Yehuda rules that it is only when they disagree about the amount of the wages owed to the worker that the worker takes an oath and is paid his claim by his employer.

⁴⁶ Rav Sheisha, son of Rav Idi, objects to this: But is this baraita, which says that the craftsman can take an oath about the sum fixed as the price, the opinion of only Rabbi Yehuda, and not that of the Rabbis? Now, where Rabbi Yehuda is stringent and restricts the opportunities of the worker to take an oath and receive payment in the mishna, the Rabbis are lenient, granting the worker the right to take an oath as proof that he has not been paid, then in a case where Rabbi Yehuda is lenient in the dispute described in the baraita concerning the amount fixed as wages, granting the worker the right

to take an oath as proof of his claim, would the Rabbis be stringent with regard to the worker and grant the employer the right to take an oath and be exempt?

⁴⁷ The Gemara wonders: Rather, what can be said, that the baraita is in accordance with the opinion of the Rabbis? But if so, then with regard to that baraita that Rabba bar Shmuel teaches, that in a dispute about the sum fixed for the craftsman's wages the burden of proof rests upon the claimant, whose opinion is it? It is not the opinion of Rabbi Yehuda, and not that of the Rabbis. According to Rabbi Yehuda the craftsman takes an oath to prove his claim about the wage, and according to the Rabbis, it is the employer who must take an oath to exempt himself from paying the higher wage.

⁴⁸ Rather, Rava said that they disagree about this: Rabbi Yehuda holds that only in the case of an oath mandated by Torah law did the Sages institute an ordinance for the benefit of the hired worker that he can take an oath to support his claim. When the employer's claim contains an admission to part of the claim of the worker, the employer is required by Torah law to take an oath to support his claim. But with regard to an oath mandated by rabbinic law, such as where the employer denies owing any money, where according to Shmuel he still must take an oath, the original oath is already an ordinance, and we do not institute an ordinance to adjust an already-instituted ordinance.

⁴⁹ And the Rabbis hold that with regard to an oath mandated by rabbinic law, we also institute an ordinance for the benefit of the hired worker; but with regard to a dispute about the amount fixed as wages, they maintain that the employer will remember the amount, and therefore he takes the oath and is exempt, as Shmuel ruled. According to Rabbi Yehuda, the worker takes the oath in that case, as the employer admits to part of the claim, and the Sages transferred the oath to the worker as the means by which he can prove his claim. Rav Sheisha's objection is therefore not valid. The difference between Rabbi Yehuda and the Rabbis is not that Rabbi Yehuda is more stringent; rather, it relates to the circumstances under which they see fit to have the worker take the oath.

⁵⁰ § The mishna teaches: How does the halakha of the worker taking an oath and receiving payment apply to one who was robbed? The case is where witnesses testified about the defendant that he entered the claimant's house to seize collateral from him without the authority to do so. The claimant said: You took items that belong to me; and the defendant said: I did not take them. The claimant takes an oath and receives payment of his claim. The Gemara challenges: Perhaps he did not seize anything as collateral from him? The witnesses testify only to the fact that he entered the house for that purpose. Doesn't Rav Nahman say: With regard to one who takes an ax in his hand and says: I will go and chop down so-and-so's palm tree, and the palm tree is found chopped down and tossed on the ground, we do not say that he chopped it down, but rather we search for evidence?

⁵¹ Evidently, a person is prone to bluster without acting on his threat. Here, also, it could be that he was blustering about seizing collateral, but did not act on it. The Gemara answers: Say that the case in the mishna is where the witnesses testify that he entered the house and seized collateral from him. The Gemara asks: If so, let us ask the witnesses and see what items he seized as collateral from him, and there will be no need for an oath. Rabba bar bar Ḥana said that Rabbi Yoḥanan said: This is a case where one claims that the defendant took items that can be carried beneath his garments, and the witnesses could not see what they were.

⁵² § Rav Yehuda says, concerning a similar topic: If witnesses saw a person who entered another's house, concealed items beneath his garments, and left,

⁵³ and then that person says: They were purchased and that is why they are in my possession, he is not deemed credible. And we said this only with regard to items taken from a homeowner who is not apt to sell his items; but with regard to a homeowner who is apt to sell his items, the one taking the items is deemed credible. And even with regard to a homeowner who is not apt to sell his items, we said that the one carrying the items is not deemed credible only with regard to items that are not typically concealed; but with regard to items that are typically concealed, he is deemed credible.

⁵⁴ And even with regard to items that are not typically concealed, we said that he is not deemed credible only with regard to a person who is not generally secretive, but with regard to a person who is generally secretive, that is his manner, i.e., he would be likely to conceal items beneath his clothing, and he is deemed credible. And we said this only when this one, the homeowner, says: The items are borrowed, and that one who took the items, says: They are purchased, but in a case where the homeowner claims that the items are stolen, it is not in his power to have his accusation accepted, as we do not presume a person to be a thief.

⁵⁵ Furthermore, we said that the one who claims he purchased the items is not deemed credible only with regard to items that are typically lent or rented, where the homeowner's claim that they must now be returned is more reasonable; but for items that are not typically lent or rented, the person who took them is deemed credible. As Rav Huna bar Avin sent a ruling to the Sages: With regard to items that are typically lent or rented that someone took and said: They were purchased and that is why they are in my possession, he is not deemed credible. This is like that incident where Rava ruled to expropriate fabric scissors and a book of aggada from orphans whose father had taken them, as they were items that are typically lent or rented.

⁵⁶ The oath of one who was robbed can be taken by others as well. Rava says: Even a watchman at the house can take the oath, and even the wife of the watchman can take the oath. Rav Pappa asks: With regard to the employer's regular hired worker or his regular harvester, who are not appointed to safeguard the employer's property, what is the halakha? The Gemara responds: The question shall stand unresolved.

⁵⁷ Rav Yeimar said to Rav Ashi: If one states a claim against another that he left his house with a silver cup and is liable to return it, what is the halakha? Rav Ashi replied: We see if the owner of the house is an affluent person, or if he is a trustworthy person with whom people deposit their valuables, as those are people who would typically have a silver cup. If the homeowner is in these categories he takes an oath and receives payment of his claim; but if he is not, he does not receive the benefit of taking an oath in order to prove his claim.

⁵⁸ § The mishna teaches: How does this halakha apply to one who was injured? If witnesses testified about the injured person that he entered into the domain of the defendant whole, but left injured, the injured party may take an oath and receive compensation. Rav Yehuda says that Shmuel says: The Sages taught that he needs to take an oath in order to receive compensation only if he was injured in a place where he is able to injure himself, but if he was injured in a place where he is unable to injure himself, he receives compensation without taking an oath.

⁵⁹ The Gemara challenges: And let us be concerned that perhaps he scraped against a wall and caused the injury himself. The Gemara explains: Rabbi Ḥiyya teaches that the mishna is referring to a case where, for example, he has a bite on his back or on his elbows, which must have been caused by someone else. The Gemara challenges: And perhaps a different person did it to him, and not the

defendant. The Gemara explains: This is a case where there is no other person with him besides the defendant.

⁶⁰ § The mishna teaches: How does this halakha apply to one whose opposing litigant is suspect with regard to the taking of an oath and therefore is not permitted to take the oath? One is suspected if he had been found to have taken a false oath, whether it was an oath of testimony or an oath on a deposit, which are prescribed by Torah law, or even an oath taken in vain. The Gemara asks: For what reason does the mishna emphasize: Even an oath taken in vain?

⁶¹ The Gemara explains: The mishna is speaking utilizing the style of: It is not necessary. It is not necessary to state that one who is suspected of falsifying these oaths is disqualified from taking oaths, as they entail the denial of a monetary claim, i.e., due to the false oath someone incurs financial loss, but it is necessary to state that even that oath, an oath taken in vain, which involves merely the repudiation of one's verbal commitment, nevertheless grants one the status of a person who is not credible and who is disqualified from taking oaths.

⁶² The Gemara suggests: And let the tanna also teach that falsifying an oath on an utterance, which is also an oath without monetary consequences, disqualifies one from taking oaths. The Gemara responds: When the tanna teaches which types of false oaths disqualify a person, it includes only oaths with regard to which when one takes the oath, he is at that time falsely taking the oath. But with regard to an oath on an utterance, such as an oath that he will eat a specific fruit that day, where it can be said that he took the oath with true intention and intended to eat that fruit, but ultimately failed to do so, the tanna does not teach, as one who does not fulfill such an oath retains his credibility to take oaths, since he did not consciously lie.

⁶³ The Gemara raises a difficulty: It works out well to make this distinction for one who is liable for an oath on an utterance like: I will eat, or: I will not eat, where it is possible that he was not lying when he took the oath. But with regard to oaths about the past like: I ate, or: I did not eat, what can be said, since he certainly took a false oath? The Gemara answers: Teach the mishna, i.e., understand it to mean: An oath taken in vain

⁶⁴ and any oath that is similar to it, i.e., that is clearly a falsehood, disqualifies one from further oath taking.

⁶⁵ § The mishna teaches: If one of the litigants was a dice player, or one who lends with interest, or among those who fly pigeons, or among the vendors of produce that grew during the Sabbatical Year, then the litigant opposing him takes an oath and receives payment of his claim. The Gemara asks: Why do I need these additional examples of a person who is suspect with regard to oath taking? The Gemara explains: The mishna first teaches examples of people who are disqualified by Torah law, and then teaches examples of those who are disqualified by rabbinic law.

⁶⁶ § The mishna teaches: If both litigants were suspect, the oath returned to its place; this is the statement of Rabbi Yosei. Rabbi Meir says: Since neither can take an oath, they divide the disputed amount. Rava said to Rav Naḥman: How is it actually taught? What is Rabbi Yosei's opinion and what is Rabbi Meir's opinion? Rav Naḥman said to him: I do not know. Rava asked him: What is the halakha? Rav Naḥman said to him: I do not know.

⁶⁷ It was stated that Rav Yosef bar Minyumi says that Rav Naḥman says that Rabbi Yosei says: They divide the disputed amount. And similarly, Rav Zevid bar Oshaya teaches that Rabbi Yosei says:

They divide the disputed amount. The Gemara records a slightly different version of this tradition: There are those who say that Rav Zevid teaches that Rabbi Oshaya says that Rabbi Yosei says: They divide the disputed amount. Rav Yosef bar Minyumi said that Rav Nahman ruled in an actual case that the litigants divide the disputed amount.

⁶⁸ § Rabbi Yosei rules in the mishna that in a case where both sides are suspect and cannot take an oath, the oath returned to its place. The Gemara asks: To where did it return? What is meant by the oath returning to its place? Rabbi Ami said that our Sages in Babylonia say: The oath returned to Sinai, where God administered an oath to the Jewish people that they would keep the mitzvot of the Torah, including the prohibition against robbery. The litigant who is robbing the other will be punished by God, not the court. Our Sages in Eretz Yisrael said: The oath returned to the one who was initially liable to take it, i.e., the defendant, and since he is disqualified from taking an oath, he must pay.

⁶⁹ Rav Pappa said that the term: Our Sages in Babylonia, refers to Rav and Shmuel; and the term: Our Sages in Eretz Yisrael, refers to Rabbi Abba. The fact that the term: Our Sages in Babylonia, refers to Rav and Shmuel is as we learned in the mishna (45a): And likewise, orphans may collect a loan with a promissory note inherited from their father only by taking an oath; and we discussed it (see 48a), asking: From whom do they collect a debt by taking an oath? If we say that they collect this way from the borrower, i.e., those who borrowed from their fathers, that would not make sense. Their father would take payment with the promissory note without taking an oath, and they collect only by means of taking an oath? Don't orphans have privileged status? Rather, this is what the mishna is saying: And even orphans do not collect with their father's promissory note from the borrower's orphans, except by means of taking an oath.

⁷⁰ Rav Pappa continues: And Rav and Shmuel both say that the Sages taught that the lender's orphans need to take an oath in order to be paid by the borrower's orphans only when the lender died during the lifetime of the borrower, and the lender's children had an opportunity to collect directly from the borrower without taking an oath. But if the borrower died during the lifetime of the lender, the lender has already become liable to take an oath to the children of the borrower, since one can collect from orphans only by means of an oath, and a person cannot bequeath an oath, i.e., a debt that requires the taking of an oath in order to be collected, to his children, and no payment is made. The lender's children cannot take the oath that their father would have taken, that the promissory note has not been paid. The only oath they can take is that their father never told them that it had been paid, and that is insufficient once the father became liable to take an oath. From here it is clear that Rav and Shmuel hold that when no oath can be taken, the oath returns to Sinai, and the court takes no action.

⁷¹ The fact that the term: Our Sages in Eretz Yisrael, refers to Rabbi Abba is as the following story illustrates. As there was a certain man who snatched a piece of cast metal from another. The one from whom it was taken came before Rav Ami while Rabbi Abba was sitting before him, and he brought one witness who testified that the other man did, in fact, snatch it from him. The one who snatched it said to him: Yes, it is true that I snatched it, but I merely snatched that which was mine.

⁷² Rabbi Ami said: How should judges rule in this case? If they were to say to the one who snatched the metal: Go pay for it, that would not be the correct ruling, because there are not two witnesses who saw him snatch it, and the court does not force payment based on the testimony of one witness.

If they were to accept his claim and exempt him entirely, that would not be the correct ruling, because there is one witness who testified against him. If they were to say to him: Go take an oath, which is the usual response to counter the testimony of one witness, once he said that he did in fact snatch it, and there is no proof that it is his, he is like a robber, and the court does not allow a robber to take an oath.

⁷³ Rabbi Abba said to him: He is one who is liable to take an oath who is unable to take an oath, and anyone who is liable to take an oath who is unable to take an oath is liable to pay. This illustrates that Rabbi Abba holds that the oath returns to its place, i.e., to the defendant, who is disqualified from taking oaths, and that consequently he must pay.

⁷⁴ Rava said: It stands to reason that the halakha is in accordance with the opinion of Rabbi Abba; as Rabbi Ami teaches this baraita: The verse states that “the oath of the Lord shall be between them both” (Exodus 22:10), but not between their heirs. What are the circumstances in which one would be liable to take an oath, but his heirs would be exempt?

⁷⁵ If we say that it is where the lender’s son said to the borrower’s son: One hundred dinars that belonged to my father were in the possession of your father, as a loan, and you must repay me, and the borrower’s son said to him: He had a debt of fifty, and the other fifty he did not have to pay him, i.e., he did not owe it, that is difficult. Under these circumstances, what does it matter to me if it is he, the borrower’s heir, or his father, the original borrower? Since the son is admitting that he owes part of the money and denying the rest with certainty, he is liable to take an oath, just like his father would have been.

⁷⁶ Rather, is it not that the lender’s son said to the borrower’s son: One hundred dinars that were my father’s were left in the possession of your father, and you must repay me, and the borrower’s son said to him: Concerning fifty dinars, I know that my father owed them, but I do not know anything about the other fifty dinars.

⁷⁷ Rabba continues: Granted, if you say that his father, in a case like this, would be liable to take an oath, due to his partial admission, then the verse was necessary to exempt the heirs from taking the oath. But if you say that in a case like this, his father is also exempt from taking an oath, why do I need a verse about exempting the heirs? Evidently, an oath reverts to one who is liable to take it, and when he cannot take that oath he must pay the claim against him.

⁷⁸ The Gemara asks: And as for Rav and Shmuel, who hold that one who cannot take an oath does not have to pay, and therefore there is no difference between the heirs and the father, what do they derive from this verse: “The oath of the Lord shall be between them both” (Exodus 22:10)?

⁷⁹ The Gemara answers: It is necessary for that which is taught in a baraita: Shimon ben Tarfon says: The verse: “The oath of the Lord shall be between them both,” teaches that when one litigant imposes an oath on the other, and he takes a false oath, the oath applies to them both, i.e., they are both held responsible for the desecration of God’s name.

⁸⁰ Since this Sage was mentioned, the Gemara cites some of his other statements. Shimon ben Tarfon says: With regard to the prohibition of following after an adulterer, i.e., providing him with assistance in carrying out adultery, from where is it derived? The verse states: “You shall not commit adultery [lo tinaf]” (Exodus 20:13). If the verse is vocalized slightly differently, it may be read: You shall not cause adultery [lo tanif].

⁸¹ Commenting on the verse describing the response of the Jewish people to the spies' slander of Eretz Yisrael: "And you murmured [vatteragenu] in your tents and said: Because the Lord hated us, He has brought us forth out of the land of Egypt, to deliver us into the hand of the Amorites, to destroy us" (Deuteronomy 1:27), Shimon ben Tarfon says: "Teragenu" is interpreted as though it is composed of two Hebrew expressions: You explored [tatem] the land, and: You disparaged [ginnitem] it, in the tent of the Omnipresent.

⁸² With regard to the verse: "As far as the great river, the river Euphrates" (Deuteronomy 1:7), Shimon ben Tarfon says: Although it is not the largest river, the Euphrates is called great in accordance with the adage: Draw close to the one anointed with oil and become anointed as well. Because the Euphrates is close to Eretz Yisrael, it is called great. The school of Rabbi Yishmael taught a similar idea: The servant of a king is like a king.

⁸³ § The mishna teaches that the storekeeper relying on his ledger takes an oath and receives payment. If an employer tells a storekeeper to pay his laborers, and the storekeeper claims he paid them, while the laborers claim that they did not receive payment, both the storekeeper and the laborers take oaths and receive payment from the employer. It is taught in a baraita: Rabbi Yehuda HaNasi said: Why is there the bother with this oath, that it is imposed upon both of them? Rabbi Ḥiyya said to him: We learn in the mishna (see 45a) that both of them take an oath and receive payment of their claims from the employer.

⁸⁴ The Gemara asks: Did Rabbi Yehuda HaNasi accept from him that this is the halakha, or did he not accept it from him? Come and hear as it is taught in a baraita: Rabbi Yehuda HaNasi says: The laborers take an oath to the storekeeper that he had not paid them. And if it is so that Rabbi Yehuda HaNasi accepted Rabbi Ḥiyya's ruling, then Rabbi Yehuda HaNasi should have instead said that the laborers take an oath to the employer.

⁸⁵ Rava said: Do not conclude that Rabbi Yehuda HaNasi did not accept Rabbi Ḥiyya's ruling. Rather, interpret his statement as follows: The laborers take an oath to the employer in the presence of the storekeeper, so that they will feel ashamed to lie with him present, since he knows whether or not he paid them.

⁸⁶ § It was stated about a similar topic that if there were two sets of witnesses who contradict one another, and it is clear that one set must be testifying falsely, Rav Huna says: This set can come by itself and testify about other cases, and that set can come by itself and testify. Neither set of witnesses is disqualified for future testimony, since there is no way of knowing which was lying. Rav Ḥisda said: Why do I need to become involved with lying witnesses? Since each set of witnesses is possibly untrustworthy, both sets are disqualified.

⁸⁷ The Gemara cites the circumstances relevant to this dispute. If, after contradicting each other, the two sets of witnesses testified about circumstances involving two distinct lenders, and two distinct borrowers, and therefore two separate promissory notes, each one signed by a different set of witnesses, this sort of scenario is the subject of their dispute. According to Rav Huna both promissory notes are valid, and according to Rav Ḥisda neither is valid. In the case of a single lender, and a single borrower, and two promissory notes, with each signed by a different one of the sets of witnesses, the holder of the promissory note is at a disadvantage and can collect only the lower sum. One of the promissory notes is necessarily not valid, as it is signed by witnesses who testified falsely.

⁸⁸ In the case of two lenders, and a single borrower, and two promissory notes, this is the same as the mishna, where two claimants who contradict each other come to collect payment from a single person who must pay them both, as the evidence for both claims has a presumption of validity. In the case of two borrowers, and a single lender, and two promissory notes, what is the halakha? Can each of the borrowers claim that the promissory note supporting the claim against him is not valid, as it could have been signed by the untrustworthy set of witnesses; or does each of them have to pay unless he can prove that the promissory note against him was signed by the unfit set of witnesses? The Gemara states: The question shall stand unresolved.

⁸⁹ Rav Huna bar Yehuda raises an objection from a baraita:

⁹⁰ If one witness who came to testify about the new moon says that he saw it two oxgoads high above the horizon, and the other one says it was three oxgoads high, their testimony is valid, as a discrepancy of this type is reasonable. But if one says that he saw the moon three oxgoads above the horizon, and the other one says it was five, their testimony is voided. But despite this, they are not disqualified as witnesses, and either of them may join in another testimony.

⁹¹ What, is it not teaching that they each can join with another witness for testimony about monetary matters, even though each of them is suspected of giving false testimony? This contradicts Rav Ḥisda's opinion. Rava said, explaining how Rav Ḥisda understands this baraita: He, one of the contradictory witnesses, and another witness may combine for another testimony about the new moon, as in doing so, they become two witnesses against one testifying differently; and the statement of one witness has no standing in a place where it is contradicted by two witnesses.

⁹² § The mishna teaches: If one said to a storekeeper: Give me produce valued at a dinar, and he gave him the produce, and subsequently the storekeeper and the customer dispute whether the customer ever paid the storekeeper, the mishna rules that the customer takes an oath that he paid. It is taught in a baraita: Rabbi Yehuda says: When does the customer take this oath? He takes it when the produce is collected and situated in front of them, and the two of them are quarreling about it. But if the customer has it bundled in his basket on his back, the burden of proof rests upon the claimant, i.e., the storekeeper.

⁹³ The mishna continues with a similar case: If one said to a money changer: Give me small coins valued at a dinar, and he gave him the coins, and subsequently they dispute whether the customer gave the money changer the dinar, the customer takes an oath that he paid already. The Gemara notes: It is necessary to teach both the case involving the storekeeper and the case involving the money changer, as had it taught us only this first case, one might say that only in that case do the Rabbis say that the customer may take an oath to avoid payment, because produce is prone to spoiling, and since it spoils storekeepers do not retain it but give it to the customer immediately. But with regard to money, which does not spoil, say that they concede to Rabbi Yehuda that a money changer does not give coins to the customer until he has received payment, and the customer does not need to take an oath.

⁹⁴ And had the ruling been stated only about that case involving the money changer, one might say that only in that case does Rabbi Yehuda say that the customer need not take an oath to avoid payment, but in this case, involving the storekeeper, say he concedes to the Rabbis. Therefore it is necessary to teach this dispute for both cases.

⁹⁵ § The mishna teaches (see 45a): Just like other cases where the Sages said that one takes an oath and receives payment, the mishna teaches: A woman who vitiates her marriage contract, etc. And likewise, orphans may not collect with a promissory note inherited from their father except by taking an oath. The Gemara asks: From whom do they collect a debt by taking an oath? If we say that they collect this way from the borrower, i.e., those who borrowed from their father, that would not make sense. Their father would take payment with the promissory note without taking an oath, and they collect only by means of taking an oath? Don't orphans have privileged status? Rather, this is what the mishna is saying: And even orphans do not collect with their father's promissory note from the borrower's orphans except by means of an oath.

⁹⁶ Rav and Shmuel both say that the Sages taught that the lender's orphans need to take an oath in order to be paid by the borrower's orphans only when the lender died during the lifetime of the borrower, and the lender's children had an opportunity to collect directly from the borrower without taking an oath. But if the borrower died during the lifetime of the lender, the lender has already become liable to take an oath to the children of the borrower, since one can collect from orphans only by means of an oath, and a person cannot bequeath an oath, i.e., a debt that requires the taking of an oath in order to be collected, to his children, and no payment is made. The lender's children cannot take the oath that their father would have taken, that the promissory note has not been paid. The only oath they can take is that their father never told them that it had been paid, and that is insufficient once the father became liable to take an oath.

⁹⁷ The Sages sent a question to Rabbi Elazar in Eretz Yisrael: What is the nature of this oath to the orphans of the borrower that it has the capacity to prevent the lender's children from collecting their father's debt? Rabbi Elazar sent a reply to them: That is not the correct ruling; rather, the heirs take the heirs' oath, that they have no knowledge that this promissory note was paid, and collect payment of their claim. They sent the same question again to Eretz Yisrael in the days of Rabbi Ami. He said: They continue to send this question to this extent? If we had found a different explanation, wouldn't we have sent it to them? Nevertheless, Rabbi Ami said: Since this question came to us, let us say something about it.

⁹⁸ If the litigants stood trial and then the lender died before taking an oath, the lender has already become liable to take an oath to the children of the borrower in accordance with the court's ruling, and a person cannot bequeath an oath to his children, in accordance with the opinion of Rav and Shmuel. If the litigants did not yet stand trial, and the lender died, the lender's heirs take the heirs' oath, and collect payment of their claim, as Rabbi Elazar said.

⁹⁹ Rav Naḥman objects to this: Is that to say that it is the court that renders the lender liable to take an oath? At the moment the borrower died, the lender was liable to take an oath to the children of the borrower.

¹⁰⁰ Rather, Rav Naḥman said: If the ruling of Rav and Shmuel is accepted, it is accepted; and if it is not accepted, it is not. The Gemara asks: Evidently, Rav Naḥman is uncertain whether the ruling of Rav and Shmuel is accepted. But didn't Rav Yosef bar Minyumi say that Rav Naḥman ruled in an actual case against Rav and Shmuel, ruling that where both litigants are suspect about oaths they divide the disputed amount? The Gemara answers: Rav Naḥman stated his uncertainty with regard to the ruling of Rav and Shmuel, who rule in accordance with the statement of Rabbi Meir that the oath

returns to its place, but he himself does not hold accordingly, but rather rules in accordance with the statement of Rabbi Yosei, who says that they divide the claim.

¹⁰¹ Rav Oshaya raises an objection from a mishna (Ketubot 104a): If a widow died without having received payment of her marriage contract, her heirs, e.g., sons from a previous marriage, may invoke her marriage contract in order to demand payment of it for up to twenty-five years later. Her heirs, who are orphans, can take an oath and collect their claim, even though they are collecting from other orphans, in contradiction to the ruling of Rav and Shmuel. The Gemara answers: Here we are dealing with a situation where the widow took an oath but died before she could collect the payment. When her heirs come to collect, an oath is no longer required.

¹⁰² The Gemara suggests: Come and hear a mishna (Ketubot 90a): In a case where he married his first wife and she died, and by the terms of the marriage contract, her sons inherit the sum promised in her marriage contract after the husband dies, if he subsequently married his second wife, and then he died, the second wife and her heirs take precedence over the heirs of the first wife, in collecting payment of her marriage contract. The heirs of the second wife can collect the marriage contract by taking an oath to the heirs of the first wife, stating that they have no knowledge of their mother having received her marriage contract, even though this is an oath bequeathed to them by their mother. This mishna therefore contradicts the ruling of Rav and Shmuel. The Gemara answers: This does not contradict their ruling, because they understand it to also be a situation where the second wife took an oath but died before she collected the payment.

¹⁰³ The Gemara suggests: Come and hear another mishna (Ketubot 86b): If a husband stipulated that when his wife collects payment of her marriage contract he will not impose an oath on her or on her heirs or representatives, he may not impose an oath, but his heirs can administer an oath to her, to her heirs, and to those who come on her authority as representatives. Her heirs take an oath to collect from the husband's heirs, though they are all orphans. This is contrary to the ruling of Rav and Shmuel, and here it is clear that the wife did not take an oath before she died.

¹⁰⁴ Rav Shemaya said: The mishna is in accordance with Rav and Shmuel's ruling because it teaches the administration of an oath disjunctively. The heirs can administer an oath to her when she is receiving payment of her marriage contract as a widow, or they can administer an oath to her heirs when she is a divorcée who died after the divorce and before her husband died. Since she died first, her heirs were not bequeathed an oath to her husband's heirs.

¹⁰⁵ Rav Natan bar Hoshaya raises an objection from a baraita: Sometimes the power of the son is greater than the power of the father,

¹⁰⁶ as the son can collect both by taking an oath and without taking an oath, while the father can collect only by taking an oath. What are the circumstances in which this occurs? It is when the borrower died during the life of the lender. The father who is the lender can collect from the borrower's heirs only if he takes an oath.

¹⁰⁷ And it is taught: As the son can collect both by taking an oath and without taking an oath. He collects by taking an oath when he takes the heirs' oath, that he has no knowledge that his father's debt was paid, and he collects without taking an oath in accordance with the opinion of Rabban Shimon ben Gamliel in the mishna, that when there are witnesses that the father said at the time of his death that a certain promissory note had not been paid, the son collects the debt without taking an

oath. In any case, absent testimony to that effect, the father bequeaths the oath to his children and the son can collect by taking an oath, contrary to the ruling of Rav and Shmuel.

¹⁰⁸ Rav Yosef said in response: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Beit Shammai, who say that a debt recorded in a promissory note that stands to be collected is considered as if it is already collected. Therefore, the father is considered to be already in possession of the loan and bequeaths it to his son. Even though the Sages instituted that the son take an oath to the heirs of the borrower, this is not a case of the son inheriting an oath.

¹⁰⁹ § It is related that Rav Naḥman arrived in the city of Sura. Rav Ḥisda and Rabba bar Rav Huna came to see him. They said to him: Let our Master come, and together we will overturn that ruling of Rav and Shmuel. Rav Naḥman said to them: Did I exert myself and come all these parasangs to uproot that ruling of Rav and Shmuel? Rather, let us not extend their ruling by applying it to other situations outside the specific context of when the borrower died during the lifetime of the lender. The Gemara offers an example: This is like what Rav Pappa says: If a creditor vitiates his promissory note, by acknowledging that he has received partial payment and thereby rendering himself liable to take an oath in order to receive the rest, and then he dies, his heirs take the heirs' oath and collect from the debtor.

¹¹⁰ The Gemara relates: There was a certain debtor who died and left a guarantor of his debt, and the orphans of the creditor came to collect from the guarantor. Rav Pappa thought to say: This, too, is a case to which one should not extend Rav and Shmuel's ruling, as they said only that orphans do not inherit an oath to collect from other orphans, and this should not apply to collecting from a guarantor. Rav Huna, son of Rav Yehoshua, said to Rav Pappa: Is that to say that the guarantor will not pursue the orphans and collect from them? Ultimately, collecting from the guarantor is tantamount to collecting from the orphans, and no distinction should be made.

¹¹¹ The Gemara relates: There was a certain creditor who died and left a brother as his heir, who wanted to collect from the orphans of the debtor. Rami bar Ḥama thought to say that this, too, is a case to which one should not extend Rav and Shmuel's ruling, since Rav and Shmuel ruled that one does not bequeath an oath to one's children, and they did not mention a case where the heir is a brother. Rava said to him: What difference does it make to me if the oath taken by the heir is: My father did not inform me that this debt has been paid, and what difference does it make to me if the oath taken is: My brother did not inform me?

¹¹² Rav Ḥama says: Now that the halakha was not stated either in accordance with the opinion of Rav and Shmuel or in accordance with the opinion of Rabbi Elazar, a judge who rules in accordance with the opinion of Rav and Shmuel has ruled, and his ruling is accepted, and a judge who rules in accordance with the opinion of Rabbi Elazar has ruled, and his ruling is accepted.

¹¹³ Rav Pappa says: When that promissory note of orphans comes before our court, we do not tear it up, but we also do not collect the debt with it. We do not collect the debt with it, since perhaps we should hold in accordance with the opinion of Rav and Shmuel that orphans cannot collect debts in a case where their father was required to take an oath to collect, as they cannot take the appropriate oath; but we do not tear it up, since a judge who rules in accordance with the opinion of Rabbi Elazar has ruled.

¹¹⁴ The Gemara relates: There was a certain judge who ruled in accordance with the opinion of Rabbi Elazar. There was a Torah scholar in his city. He said to the judge: I will bring a letter from the West,

Eretz Yisrael, stating that the halakha is not in accordance with the opinion of Rabbi Elazar. The judge said to him: When you bring such a letter, I will consider it, but for now I stand by my ruling. That Torah scholar came before Rav Ḥama, and Rav Ḥama said to him: A judge who rules in accordance with the opinion of Rabbi Elazar has ruled, and his ruling cannot be voided.

¹¹⁵ § The mishna teaches: And these people are sometimes required to take an oath that they do not owe anything even when there is no explicit claim against them: Partners, sharecroppers, stewards, a woman who does business from home, where she manages the property of orphans, and the member of the household appointed to manage the household's affairs. The Gemara asks: Is that to say that we are dealing with fools who take an oath even though no claim has been brought against them? The Gemara explains: This is what the mishna is saying: And these people take an oath without it being in response to a definite claim but only to an uncertain claim, i.e., the claimant cannot know with certainty that he is owed money: Partners, sharecroppers, and the others listed in the mishna.

¹¹⁶ The Sages taught in a baraita (Tosefta, Ketubot 9:3): With regard to the member of the household whom they mentioned in the mishna, this is not referring to one who enters and exits the house on foot as a family friend, but rather to one who engages laborers, and dismisses laborers, gathers produce, and sends out produce in managing the household.

¹¹⁷ The Gemara asks: And what is different about these people listed in the mishna, e.g., partners, such that they are liable to take an oath in response to an uncertain claim? It is because they tend to grant themselves permission to take for themselves from the property for which they are responsible, using as an excuse the effort they invest in their duties.

¹¹⁸ Rav Yosef bar Minyumi said that Rav Naḥman said: One takes an oath in response to an uncertain claim only when there is a claim between them worth at least two silver ma'a.

¹¹⁹ The Gemara asks: In accordance with whose opinion is this ruling? Is it in accordance with that of Shmuel? Shmuel holds that one becomes liable to take an oath after admitting to part of a claim when the value of the entire claim is at least two silver ma'a. Rav holds that the portion one denies he owes must be at least two ma'a (see 39b). But didn't Rabbi Ḥiyya teach a baraita in support of Rav? The Gemara answers: Say that Rav Naḥman means that the value of the denial of a claim is at least two silver ma'a, in accordance with the opinion of Rav.

¹²⁰ § The mishna teaches: Once the partners or the sharecroppers have divided the common property, and each has taken his share, then one side may not require an oath of the other absent a definite claim. A question was raised before the Sages: What is the halakha about extending an oath to an additional situation, in a case where the original oath is by rabbinic law?

¹²¹ The Gemara suggests: Come and hear a baraita: If one borrowed from another on the eve of, i.e., before, the Sabbatical Year, and upon the conclusion of the Sabbatical Year became his partner or sharecropper, the lender may not extend the partner's or sharecropper's oath to an oath about the loan. The Gemara infers: The reason he may not extend the oath is that he borrowed from him on the eve of the Sabbatical Year, so that the Sabbatical Year came and abrogated the loan, rendering the oath irrelevant. Therefore, if he borrowed during the other years of the seven-year Sabbatical cycle, an oath may be extended from the partner's oath or sharecropper's oath, which are rabbinic ordinances, to an oath about the loan.

¹²² The Gemara rejects that inference: Do not say: Therefore, if he borrowed during the other years of the Sabbatical cycle, an oath may be extended. Rather, say that one should infer from the baraita that if he became his partner or sharecropper on the eve of the Sabbatical Year, and upon the conclusion of the Sabbatical Year he borrowed from him and incurred an oath by Torah law, that oath may be extended.

¹²³ The Gemara asks: Isn't that taught explicitly in a baraita? It teaches: If he became his partner or sharecropper on the eve of the Sabbatical Year, and upon the conclusion of the Sabbatical Year he borrowed from him, the oath may be extended. Therefore, the initial inference must be correct. Conclude from it that an oath incurred by rabbinic law may be extended. The Gemara affirms: Conclude from it that this is so.

¹²⁴ Rav Huna says:

¹²⁵ Any oath, including one incurred by rabbinic law, may be extended to render the person who takes it liable to take an additional oath, except for the oath of a hired worker, which may not be extended, since the hired worker's oath was instituted only to alleviate the concerns of the employer. Rav Ḥisda says: For everyone, the Sages are not lenient, in that they extend any oath they incur to impose upon them additional oaths, except for a hired worker, for whom they are lenient. The Gemara asks: What is the difference between the rulings of Rav Huna and Rav Ḥisda? The Gemara answers: There is a practical difference between them as to whether the court initiates extending an oath for him, i.e., even when the other litigant has not suggested it, the court extends the original oath to include an oath about other claims.

¹²⁶ § The mishna teaches: The Sabbatical Year abrogates the obligation to take an oath about a debt, just like it abrogates a debt. The Gemara asks: From where is this matter derived? Rav Giddel says that Rav says: It is derived from the fact that the verse states: "And this is the matter [devar] of the release: Every creditor shall release that which he has lent to his neighbor; he shall not exact it of his neighbor and his brother, because the Lord's release has been proclaimed" (Deuteronomy 15:2). Since the word *devar* also means statement, this teaches that the Sabbatical Year releases, i.e., abrogates, even a statement, i.e., an oath.

Chapter 8

¹ MISHNA: There are four types of bailees, to whom different halakhot apply. They are as follows: An unpaid bailee, who receives no compensation for safeguarding the item in his care; and a borrower, who receives an item on loan for his own use without paying a rental fee; a paid bailee, who is paid a salary for safeguarding the deposited item; and a renter, i.e., one who pays a fee for the use of an item or animal.

² In the event that one of these bailees is unable to return the deposited item to its owner, the halakha with regard to liability is dependent upon what happened to the item, and upon the type of bailee: An unpaid bailee takes an oath attesting to the fact that he was not negligent with the care of the item and is then exempt from liability for everything, meaning for all types of damage, whether the item was lost, stolen, damaged, or if the animal died. Conversely, a borrower does not have the option of

taking an oath, and pays for everything, whether the item was stolen, lost, damaged, or the animal died, even if it was by unavoidable accident.

³ The halakhot of a paid bailee and a renter are the same: They take an oath concerning an injured animal, and concerning a captured one, and concerning a dead animal, attesting to the fact that these mishaps were not caused by negligence, but rather by unavoidable accident, and then are exempt from liability. But they must pay if the deposit cannot be returned due to loss or theft, even if these were not caused by negligence.

⁴ The mishna clarifies: If the owner of an ox said to an unpaid bailee: Where is my ox? And the unpaid bailee said to him: It died, but the truth was that it was injured or captured or stolen or lost; or if the bailee responded: It was injured, but the truth was that it died or was captured or stolen or lost; or if he responded: It was captured, but the truth was that it died or was injured or stolen or lost; or if he responded: It was stolen, but the truth was that it died or was injured or captured or lost; or if he responded: It was lost, but the truth was that it died or was injured or captured or stolen, in any of the above cases, if the owner of the ox then said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, he is exempt from bringing a guilt-offering, despite the fact that he took a false oath. The reason is that his false oath did not render him exempt from liability to pay.

⁵ If the owner says to an unpaid bailee: Where is my ox? And the unpaid bailee said to him: I do not know what you are talking about, but the truth was that it died or was injured or captured or stolen or lost, and the owner said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, he is exempt from bringing a guilt-offering, since he would not have been liable to pay in any of these cases.

⁶ But if the owner said to the unpaid bailee: Where is my ox? And the unpaid bailee said to him: It is lost, and the owner said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, and then witnesses testify that the bailee consumed it, he pays the owner the principal, since he took the ox for himself. But if there were no witnesses, but after he took the oath he admitted of his own accord that he stole the ox and took a false oath, then he pays the owner the principal and the additional one-fifth payment, and he brings a guilt-offering to achieve atonement, as in any other case where one takes a false oath with regard to a deposit.

⁷ Similarly, if the owner said to the unpaid bailee: Where is my ox? And the unpaid bailee said to him: It was stolen, and the owner said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, and then witnesses testify that the bailee stole it, he pays double the principal. If he admitted of his own accord that he stole it, then he is exempt from double payment for theft, but pays the principal and the additional one-fifth payment, and brings a guilt-offering to achieve atonement.

⁸ If the owner of an ox said to someone in the marketplace, i.e., a stranger who was not a bailee: Where is my ox that you stole? And the accused says: I did not steal it, and then witnesses testify that the accused did steal it, he pays the double payment. If he slaughtered or sold it, he pays the fourfold or fivefold payment. If the accused saw witnesses that were approaching to testify against him, and at that point he said: I admit that I stole the animal but I did not slaughter or sell it, he pays only the principal.

⁹ If the owner said to a borrower: Where is my ox? And the borrower said to him:

¹⁰ It died, but the truth was that it was injured or captured or stolen or lost; or if he responded: It was injured, but the truth was that it died or was captured or stolen or lost; or if he responded: It was captured, but the truth was that it died or was injured or stolen or lost; or if he responded: It was stolen, but the truth was that it died or was injured or captured or lost; or if he responded: It was lost, but the truth was that it died or was injured or captured or stolen, in any of the above cases, if the owner of the ox said: I administer an oath to you concerning your claim, and the borrower said: Amen, he is exempt from bringing an offering for his false oath, since the oath did not render him exempt from liability to pay. He would have been liable to pay in any case.

¹¹ But if the owner said to the borrower: Where is my ox? And the borrower said to him: I do not know what you are talking about, but the truth was that it died or was injured or captured or stolen or lost, and the owner said: I administer an oath to you concerning your claim, and the borrower said: Amen, the borrower is liable to bring a guilt-offering, as he took an oath that would render him exempt from liability to pay.

¹² If an owner said to a paid bailee or a renter: Where is my ox? And the latter said to him: It died, but the truth was that it was injured or captured; or if he said: It was injured, but the truth was that it died or was captured; or if he said: It was captured, but the truth was that it died or was injured; or if he said: It was stolen, but the truth was that it was lost; or if he said: It was lost, but the truth was that it was stolen, and the owner said: I administer an oath to you concerning your claim, and he said: Amen, the paid bailee or renter is exempt from bringing a guilt-offering.

¹³ If the paid bailee or renter said: It died or was injured or captured, but the truth was that it was stolen or lost, and the owner said: I administer an oath to you concerning your claim, and he said: Amen, the paid bailee or renter is liable to bring a guilt-offering. If the paid bailee or renter said: It was lost or stolen, but the truth was that it died or was injured or captured, and the owner said: I administer an oath to you concerning your claim, and he said: Amen, he is exempt from bringing a guilt-offering.

¹⁴ This is the principle: Anyone who changes from one claim of liability to another claim of liability or from one claim of exemption to another claim of exemption or from a claim of exemption to a claim of liability is exempt from bringing a guilt-offering. If he changes from a claim of liability to a claim of exemption, he is liable. This is the principle: Anyone who takes an oath to be lenient with himself is liable; if he takes an oath to be stringent with himself, he is exempt.

¹⁵ GEMARA: The Gemara asks: Who is the tanna who taught that there are four types of bailees? Rav Naḥman said that Rabba bar Avuh said: It is Rabbi Meir. Rava said to Rav Naḥman: And is there a tanna who does not accept that there are four types of bailees, as the question and your answer indicate? Rav Naḥman said to him: This is what I am saying to you: Who is the tanna who says that a renter has the same halakhic status as a paid bailee? With regard to this question, Rav Naḥman said that Rabba bar Avuh said: It is Rabbi Meir.

¹⁶ The Gemara challenges: But we have heard that Rabbi Meir said the opposite, as it is taught in a baraita: How does a renter pay? Rabbi Meir says: He pays like an unpaid bailee. Rabbi Yehuda says: He pays like a paid bailee. The Gemara explains: Rabba bar Avuh taught this baraita while reversing the opinions, stating that Rabbi Meir is of the opinion that a renter is like a paid bailee; therefore, he said that the mishna is in accordance with the opinion of Rabbi Meir.

¹⁷ The Gemara asks: Are these in fact four types of bailees? There are actually only three, as the halakhot relating to a paid bailee and a renter are identical. Rav Nahman bar Yitzhak said: There are indeed four types of bailees with regard to the manner in which they accepted the deposit, but only three halakhot that apply to them.

¹⁸ § The following cases were stated in the mishna: If the owner of an ox said to an unpaid bailee: Where is my ox; or if the owner of an ox said to someone in the marketplace: Where is my ox that you stole; or if he said to a bailee: Where is my ox, and the other person said to him: I do not know what you are talking about. With regard to all of these situations referred to in the mishna, Rav says: All of them are exempt from bringing a guilt-offering for falsely taking an oath of the bailees, but they are liable to bring a sin-offering for falsely taking an oath on an utterance. And Shmuel says: They are exempt from bringing a sin-offering for falsely taking an oath on an utterance as well.

¹⁹ With regard to what principle do they disagree? Shmuel holds that he is exempt from bringing an offering because there is no possibility of taking that oath with regard to an event that may occur in the future, i.e., that the deposited animal will die or be stolen or be lost, and Shmuel holds that one is not liable for taking an oath on an utterance in the case of any oath that one cannot take with reference to the future. And Rav holds that there is an obligation to bring a sin-offering because it is possible to take both a negative oath and a positive one. One of the conditions necessary in order for one to incur liability for an oath on an utterance is that the oath can be formulated as both a negative and a positive statement. This oath meets that criterion as one can formulate the oath in the negative, e.g., the deposit was not stolen, as well as in the positive, e.g., it was stolen.

²⁰ The Gemara challenges: But they already disputed this question on another occasion (see 25a), as it was stated: With regard to one who says: On my oath so-and-so threw a stone into the sea, or: On my oath he did not throw it, Rav says: If it was later discovered that his statement was false, he is liable to bring an offering for his oath. And Shmuel says: He is exempt. Rav says that he is liable, as the oath can be positive or negative. And Shmuel says he is exempt because this oath cannot be stated with regard to the future, since he cannot control what so-and-so does.

²¹ The Gemara explains: It was necessary to state the dispute in the case of a bailee as well, as if they would teach it to us only in the case where one took an oath that so-and-so threw a stone, it may have been understood that it is only in this case that Rav says that the person taking the oath is exempt, since he is taking a false oath of his own accord, but in the case in the mishna here, where it is the court that is administering the oath to him, say that Rav concedes to Shmuel that he is exempt, in accordance with the statement of Rabbi Ami. As Rabbi Ami says: In the case of any oath that is administered by the judges, one is not liable to bring a sin-offering for falsely taking an oath on an utterance.

²² And conversely, if the dispute had been stated only in this case, i.e., the case of the bailee to whom the court administers the oath, one might have said: It is in this case that Shmuel says that he is exempt, in accordance with Rabbi Ami's statement, but in a case where one took an oath that so-and-so threw a stone, say that Shmuel concedes to Rav that he is liable. Therefore, it is necessary for the dispute to be stated in both cases.

²³ Having mentioned Rabbi Ami's ruling, the Gemara discusses the matter itself: Rabbi Ami says: In the case of any oath that is administered by the judges, one is not liable for falsely taking an oath on an utterance, as it is stated in the verse: "Or if [ki] anyone swears clearly with his lips to do evil or to

do good, whatever it is that a man shall utter clearly with an oath, and it is hidden from him...and the priest shall make atonement for him concerning his sin” (Leviticus 5:4–6). Only if one takes the oath of his own accord is he liable, as the verse can be understood in accordance with the statement of Reish Lakish. As Reish Lakish says: The term *ki* has four distinct meanings: If, perhaps, rather, and as. According to Rabbi Ami, its meaning in the above verse is: If, indicating that only if one takes the oath of his own accord is he liable.

²⁴ Rabbi Elazar says: All of them, i.e., all those listed in the mishna as exempt, are exempt from bringing a guilt-offering for taking an oath of the bailees, but they are liable to bring a sin-offering for taking an oath on an utterance, except for a borrower who says: I do not know what you are talking about, and a paid bailee or a renter who claims that the deposit was stolen or lost. In these cases, the bailee is liable for taking an oath of the bailees, as he denied a monetary claim, meaning that he wanted to render himself exempt from liability to pay. This halakha is in accordance with the opinion of Rav. This chapter explained that a bailee who makes a false claim and takes an oath to that effect is not always liable for falsely taking an oath of the bailees. The principle with regard to this matter was stated at the end of the mishna: Any bailee who makes a false claim that would in any case not render him exempt from liability to pay, and takes an oath to that effect, is not liable for falsely taking an oath of the bailees.