

III

BAVLI TRACTATE SHEBUOT CHAPTER THREE

FOLIOS 19B-29B

3:1A-F

- A. Oaths are of two sorts, which yield four subdivisions [M. 1:1A]:
- B. (1) “I swear I shall eat,” and (2) “... I shall not eat,”
- C. (3) “... that I ate,” and (4) “... that I didn’t eat.”
- D. “[If one said], ‘I swear I won’t eat,’ and he ate anything [in any volume] whatsoever, he is liable,” the words of R. Aqiba.
- E. They said to R. Aqiba, “Where have we found that someone who eats anything in any negligible volume is liable, that this one should be deemed liable?”
- F. Said to them R. Aqiba, “And where have we found that one who merely speaks has to bring an offering?”
- I.1 A. [**“I swear I shall eat”**:] *does this formulation, “I shall eat,” bear the sense, “I shall eat in the future” [as a positive action]? But there is this contradictory formulation: “By an oath, I shall not eat with you!” “By an oath, if I shall eat with you,” “Not by an oath I shall not eat with you,”— he is bound by the oath [“prohibited”] [M. Ned. 2:2C-D].* [Silverstone: if he used any of these three forms of oath, he must not eat the other’s food. Hence, ‘I swear that I shall eat of yours’ implies that he takes an oath not to eat, but in our Mishnah it is taken as a positive oath.]
- B. *Said Abbaye, “In point of fact, the language cited means ‘I shall eat,’ just as we find before us. But here there is no conflict. Before us is a case in which people pressure the man to eat, and there they deal with a case in which people are not [20A] pressuring the man to eat. Our Mishnah-passage deals with a passage in which they are not pressuring him to eat, and the cited passage of the Mishnah in tractate Nedarim treats of a case in which they are pressuring him to eat. Now, when he says, ‘I swear I shall not eat, I shall not eat,’ his sense when he swears is only, ‘I swear I shall not eat.’”* [So when a man uses that language in response to pressure to eat, he may speak affirmatively but the meaning is only negative.]
- C. *R. Ashi said, “Repeat the other as, ‘By an oath, if I eat anything of yours.’”*
- D. *If so, then what’s the point [for “if” and “not” are indistinguishable]?*

- E. *What might have you otherwise have supposed? That the man stumbled when he spoke [intending to say that he would eat but instead saying that he wouldn't]? So we are informed that that is not the case.*

I.2. A. *Our rabbis have taught on Tannaite authority:*

- B. The language “utterance” [as at Num. 30: 7: the utterance of her lips] refers to an oath; the language “bind” [Num. 30: 3: “to bind his soul with a bond”] refers to an oath. What is the effect of using the language of “binding”? If you say that it has the standing of an oath, then one is liable [for violating it], but if you say that it is not an oath, he is not liable.
- C. “What is the effect of using the language of ‘binding’”?! But you have just said, “the language ‘find’ [Num. 30: 3: “to bind his soul with a bond”] refers to an oath”!
- D. *Said Abbaye, “This is the sense of the matter: ‘The language “utterance” [as at Num. 30: 7: the utterance of her lips] refers to an oath; the language of ‘bind’ is then tacked on to an oath. [Silverstone: if he says, “This loaf is bound for me,” it is not actually an oath, but it has the same force as if it were tacked on to an oath.] What is the effect of using the language of “binding”? If you say that what is tacked on to an oath is in the classification of a properly-stated oath, then one is liable [for violating it], but if you say that it is not, he is not liable.”*
- E. *And on what basis it alleged that the language “utterance” [as at Num. 30: 7: the utterance of her lips] refers to an oath?*
- F. *Since it is written, “If any one swear, uttering with his lips” (Num. 30: 7).*
- G. *But with reference to “binding” also, we find an equivalent usage: “Every bow and every oath that constitutes a binding statement” (Num. 30:14).*
- H. *Further, how do we know that the language of “binding” has the force of being tacked on to an oath?*
- I. *Since it is written, “or bound her soul by a binding statement with an oath” (Num. 30:11).*
- J. *But then “utterance” also should have the effect of being tacked on to an oath, for it is written, “Whatsoever it be that a man shall utter with an oath” (Lev. 5: 4).*
- K. *Rather, said Abbaye, “The fact that ‘utterance’ refers to an oath derives from the following:*
- L. *““And if she be married to a husband while her vows are upon her, or the utterance of her lips with which she has bound her soul’ (Num. 390: 7). Since there is no reference to an oath, with what did she bind herself? It was with the utterance.” [She is then bound by an utterance, so an utterance is classified as an oath (Silverstone)].*
- M. *Raba said, “In point of fact I shall tell you: what is tacked on to an oath is not classified as a properly stated oath. The sense of the Tannaite framer of the passage above is this: The language ‘utterance’ [as at Num. 30: 7: ‘the utterance of her lips’] refers to an oath; the language ‘bind’ [Num. 30: 3: ‘to bind his soul with a bond’] also refers to an oath. So what is bound when someone uses the language of ‘binding’? Scripture has tossed that language in between the reference to a vow and the one to an oath to indicate that if one expressed it in the form of a vow, it is classified as a vow, and if it is expressed in the form of an oath, it is*

classified as an oath. And exactly where did Scripture toss that language in between the reference to a vow and the one to an oath? ‘And if in her husband’s house she vowed or bound her soul by a bond with an oath’ (Num. 30:11) [thus we find the usages of vow, binding, and oath].”

- N. *And the two authorities are consistent with principles expressed elsewhere, for it has been stated as an Amoraic statement:*
- O. What is tacked on to an oath —
- P. Abbaye said, “It is equivalent to a properly expressed oath.”
- Q. Raba said, “It is not equivalent to a properly expressed oath.”
- R. *An objection was raised:* What is the definition of the binding statement that is set forth in the Torah? He who says, “Lo, incumbent on me is that I shall not eat meat or that I shall not drink wine as on the day that father died,” “...as on the day that So-and-so died,” “...as on the day that Gedaliah b. Ahikam was killed,” “...as on the day on which I saw Jerusalem in its ruins,” he is prohibited from eating meat or drinking wine. And in that connection said Samuel, “But that is the case only if on that day he had already taken an oath not to eat meat or drink wine.”
- S. *Now from Abbaye’s perspective there is no problem, for that is precisely in line with his view.* What is tacked on to a vow is classified as a vow, and what is tacked on to an oath is classified as an oath. **[20B]** *But from the perspective of Raba, surely there is a problem!*
- T. *Raba will say to you, “This is how to work it out:* ‘What is the definition of the binding statement that is set forth in the Torah? He who says, “Lo, incumbent on me is that I shall not eat meat or that I shall not drink wine as on the day that father died,” “...as on the day that So-and-so died,” “...as on the day that Gedaliah b. Ahikam was killed,” “...as on the day on which I saw Jerusalem in its ruins,” he is prohibited from eating meat or drinking wine. And in that connection said Samuel, “But that is the case only if on that day he had already taken an oath not to eat meat or drink wine.” *What is the basis in Scripture?* ‘If a man vow a vow unto the Lord’ (Num. 30: 3), meaning, only if he will take a vow in respect to a matter that is already subject to a vow” [that is, base the present vow on a standing one (Silverstone)].
- U. “Lo, incumbent on me is that I shall not eat meat or that I shall not drink wine as on the day that father died,” — *that’s obvious!*
- V. *It had to be specified because of the further clause, “...as on the day that Gedaliah b. Ahikam was killed.” For it might have entered your mind to think that, since eating meat and drinking wine on that day are forbidden even if he had not taken a specific vow, therefore the fact that he took such a vow does not impose a prohibition on him, so that in this case, his present vow does not rest on a prior one, and this is not a normal vow. So we are informed that it is based on a prior vow, and because he mentions this clause, he also mentions the other, even though the other is not required.*
- W. *And so too R. Yohanan concurs with this view held by Raba. For when Rabin came, he said R. Yohanan [said], “By an utterance I shall not eat what belongs to you,’ ‘by a binding statement I shall not eat what belongs to you,’ that statement is classified as an oath.”*

- I.3.** A. *When R. Dimi came he said R. Yohanan [said], “[If someone said,] ‘I swear that I shall eat,’ or ‘I swear I shall not eat,’ and violates the statement, it is a false oath. The admonition concerning it derives from this verse: ‘You shall not swear falsely by my name’(Lev. 19:12) [Silverstone: you shall not swear to do that which later, by transgressing, you falsify]. If one says, ‘I swear I have eaten,’ ‘I swear I have not eaten,’ and that was not the case, that is a vain oath, and it is subject to an admonition by the language, ‘You shall not take the name of the Lord your God in vain’ (Exo. 20: 7). Vows that use the formula, qonam, fall under the prohibition of ‘he shall not break his word’ (Num. 30: 3).”*
- B. *An objection was raised [to the distinctions among oaths and the like just now set forth]: Vain oaths and false oaths are one and the same. Now does this not mean, just as a vain oath is one that is formulated concerning what has happened in the past, so a false oath is one that is formulated in terms of something that has happened in the past, with the result that if one said, “I swear I have eaten” and “I swear I have not eaten,” in both instances he has taken a false oath?*
- C. *What ever can have led you to such a stupid argument! The one stands on its own, and the other stands on its own! And what is the meaning of, ... are one and the same? It is that they were expressed in a single act of speech. That is in line with what has been taught on Tannaite authority:*
- D. *“Remember the Sabbath day” (Exo. 20: 8) and “Keep the Sabbath day” (Deu. 5:12) were pronounced in a single act of speech, an act of speech that the mouth cannot express nor the ear take in.*
- E. *Well, there is no problem in that case, for they were pronounced in a single act of speech, in line with what R. Adda b. Ahbah said. For said R. Adda b. Ahbah, “On the basis of the law of the Torah, women are obligated to recite the sanctification of the Sabbath Day [over wine], for Scripture has said, ‘Remember the Sabbath day’ (Exo. 20: 8) and ‘Keep the Sabbath day’ (Deu. 5:12) Whoever is subject to the obligation to keep are subject to the obligation to remember [through the recitation of the sanctification of the Sabbath over wine], and since women are subject to the obligation of keeping the Sabbath, they are subject also to the obligation of remembering the Sabbath.”*
- F. *But in the present case, for what purpose is it maintained that the prohibitions against the vain oath and the false oath were pronounced in a single act of speech?*
- G. *It is to indicate that just as one is flogged on account of a vain oath, so he is flogged on account of a false oath [and that is how the two are the same].*
- H. *Where are you heading? [It is more likely that one flogs because of a false oath than a vain oath, so your formulation is upside down.] Rather, say, Just as one is flogged for a false oath, so he is flogged for a vain oath.*
- I. *That’s obvious! The one represents the violation of a negative commandment, and so does the other!*
- J. *What might you otherwise have thought? It would be in line with what R. Pappa said to Abbaye, “He will not hold him guiltless at all [Exo. 20:7, so that he will not be flogged at all”? **[21A]** So we are informed that he is flogged, just as Abbaye replied to him.*

- K. *And if you prefer, I shall state:* [Vain oaths and false oaths are one and the same means:] just as he presents an offering for taking a false oath, so he presents an offering on account of taking a vain oath. *And it is in accord with the position of R. Aqiba, who* imposes a liability on account of an oath taken concerning what has happened in the past as much as one concerning what will happen in the future.
- L. *An objection was raised:* What is the definition of a vain oath? It is taking an oath that is contrary to what is known to man. What is a false oath? It is taking an oath that is the opposite of the facts [e.g., “I have not eaten” when he had]. [Silverstone: hence a false oath is in the past tense, and Yohanan says it is in the future tense.]
- M. *Formulate it as,* “swearing and reversing” [swearing to do something in the future and not doing it].
- N. When Rabin came he said R. Jeremiah said R. Abbahu said R. Yohanan said, “...I have eaten,’ or, ‘I have not eaten,’ [in both cases, untrue statements] are classified as false oaths [contrary to the report of Dimi that these are classified as vain oaths], *in violation of the admonition,* ‘You shall not swear by my name falsely’ (Lev. 19:12). An oath in the language, ‘I swear I shall eat,’ ‘I swear I shall not eat,’ [which one then violated] represents the violation of ‘he shall not break his word’ (Num. 30: 3). So what is a vain oath? It is swearing to facts that are contrary to those that are known to man.”
- I.4.** A. *Said R. Pappa, “This statement of R. Abbahu was not expressed explicitly but was derived only by inference.”* [This is now spelled out.]
- B. For said R. Idi bar Abin said R. Amram said R. Isaac said R. Yohanan: **“R. Judah says in the name of R. Yosé the Galilean, ‘On account of every negative commandment in the Torah in which a positive deed is involved, people are flogged; on account of every case in which there is a negative commandment not involving a positive deed, people are not flogged, except for the cases of one who takes an oath but does not carry it out, one who effects an act of exchange for something that has been sanctified, and one who curses another person by using the divine name’”** [cf. T. **Mak. 4:1B-D**].”
- C. *How do we know* in the case of taking an oath that one is flogged even though he has not done a deed?
- D. Said R. Yohanan in the name of R. Simeon bar Yohai, “Said Scripture, ‘For the Lord will not hold him guiltless who takes his name in vain’ (Exo. 20: 7), which means that the court on high will not hold him guiltless, but the court down here will flog him and then hold him guiltless.”
- E. *Said R. Pappa to Abayye, “But perhaps this is the sense of the statement of Scripture: he will not be punished by the court down here at all?”*
- F. *He said to him, “If so, Scripture should have written, ‘...will not hold him guiltless,’ and then stop, matters would have been as you propose! Why add ‘the Lord’;? It is to indicate that the court on high will not hold him guiltless, but the court down here will flog him and then hold him guiltless.”*
- G. *We therefore have found a proof covering the vain oath, but what about the flogging of someone for taking a false oath?*

- H. *R. Yohanan in his own name said, “‘...in vain...’ is stated twice [at Exo. 20:7], and if it does not deal with a vain oath, then let it pertain to a false oath, so indicating that that too is subject to flogging.”*
- I. *R. Abbahu objected, “Now what can be an example of a false oath? Shall we say, if he said, ‘I will not eat’ and did eat [that is a false oath without a deed such as is subject to the proof at hand]? But there we have a concrete deed that the man has done. What if he said, ‘I will eat,’ and then did not eat? Would he be flogged? Has it not been stated, ‘By an oath! I shall eat this bread today’ and the day passed and he had not eaten it, — both R. Yohanan and R. Simeon b. Laqish say, ‘He is not flogged.’ R. Yohanan says, ‘He is not flogged, for it is a negative commandment that does not involve a concrete deed, and any negative commandment that does not involve a concrete deed does not bear the sanction of flogging.’ And R. Simeon b. Laqish said, ‘He is not flogged, because this is a matter of his having been given only a doubtful warning [since we do not know whether or not he has received a warning, for he has plenty of time through the day, and in the end he may not have been subject to a valid admonition at all].”*
- J. *Rather, said R. Abbahu, “Let the case of a false oath be one in which he says, ‘I have eaten,’ or ‘I have not eaten’ [with reference to what has happened in the past. Here there is no action involving in violating the oath.]”*

We have now proved our point, and the exposition continues in its own terms.

- K. *And what distinguishes the case of a man’s saying, “I have eaten,” or “I have not eaten” from one in which he says, “I shall eat” or “I shall not eat”?*
- L. *Said Raba, “The Torah has explicitly treated a false oath as comparable to a vain oath, so that just as a vain oath speaks of what has happened in the past, so a false oath refers to what has happened in the past.”*
- M. *An objection was raised by R. Jeremiah, [citing the following passage of the Mishnah:] “[He who states the language,] ‘By an oath! I will not eat this loaf of bread!’ By an oath! I will not eat it!’ and then ate it — one is liable only on a single count. And this is the rash oath, on account of the deliberate violation of which one is liable to a flogging, and on account of the inadvertent violation of which one is liable to an offering of variable value” [M. **Shabuot 3:7A-E**]. [R. Jeremiah continues,] “Now what is the language, ‘this is,’ meant to exclude? Is it not meant to exclude the usage, ‘I have eaten,’ or ‘I have not eaten,’ in which case one is not flogged?”*
- N. *No, the sense is as follows: “And this is the rash oath, on account of the deliberate violation of which one is liable to a flogging,” but when one says, ‘I have eaten,’ or ‘I have not eaten’ [with reference to what has happened in the past. Here there is no action involving in violating the oath], one brings no offering at all. And in accord with whom is this ruling? It is R. Ishmael, who has said, ‘One is liable to bring an offering for a rash oath only concerning what is going to happen in the future.”*
- O. *[But surely he must be flogged,] [21B] for note the next clause: “And this is the rash oath, on account of the deliberate violation of which one is liable to a flogging, and on account of the inadvertent violation of*

which one is exempt from bringing an offering. *And what is this is meant to exclude? Is it not to exclude the case of one's saying, "I have eaten," or "I have not eaten" — in which case one is not flogged?*

- P. *No, the sense is, "And this is the rash oath, on account of the deliberate violation of which one is liable to a flogging, and on account of the inadvertent violation of which one is exempt, but as to the case of one's saying, "I have eaten," or "I have not eaten" — one does bring an offering. And who is the authority of that position? It is R. Aqiba, who has said, "People may be required to bring an offering for an oath that has referred to what has happened in the past."*
- Q. *But lo, you have said that the first clause represents the opinion of R. Ishmael [who maintains that a sacrifice may be required only when the oath speaks of what will happen in the future]? Rather, since the second clause represents the position of R. Aqiba, the first clause also must represent his position, in which case, the first clause will not exclude from having to present an offering the case of one who says, "I have eaten," or "I have not eaten," but it will exclude from the requirement of flogging the case of one who says, "I will eat," or "I will not eat." But as to an offering, he is indeed liable.*
- R. *And what is the difference between these two usages?*
- S. *When one speaks of the future, it excludes something relating to the future ["I will eat," and he did not eat,] but where the language speaks of the future, will it exclude something relating to the past ["I have not eaten" "I have eaten"].*

II.1 A. "[If one said], 'I swear I won't eat,' and he ate anything [in any volume] whatsoever, he is liable," the words of R. Aqiba:

- B. *The question was raised: in the rest of the entire Torah does R. Aqiba concur with R. Simeon in imposing liability for a minute volume, as has been taught on Tannaite authority:*
- C. *R. Simeon says, "Eating any volume at all is sufficient to subject the offender to flogging. The specification of the volume of an olive's bulk concerned only the matter of [whether or not having done so inadvertently, one is liable to present] a sin-offering."*
- D. *As a matter of logic [Aqiba and sages] should disagree not only as to an oath but in all other prohibited matters, [since Aqiba concurs with Simeon's view]. The reason that the disagreement is expressed in particular in the present matter is to tell you how extreme a position is taken by rabbis, for even though one may say, since if he had explicitly specified a minimum quantity, he would have been liable for violating the oath for such a quantity, he should also be liable even if he has not explicitly stated it; so we are informed that, even so, they exempt him.*
- E. *Or perhaps in general [Aqiba] accords with the view of rabbis, but here, this is the operative consideration: since if he had explicitly specified a minimum quantity, he would have been liable for violating the oath for such a quantity, he should also be liable even if he has not explicitly stated it; so we are informed that, even so, they exempt him.*

- F. *Come and take note: They said to R. Aqiba, “Where have we found that someone who eats anything in any negligible volume is liable, that this one should be deemed liable?” But if that were so [that he concurs with Simeon elsewhere], he should answer them: “I concur in every matter in the Torah with the position of R. Simeon!”*
- G. *Well, as a matter of fact, he responded to rabbis within the framework of their own theory: “From my perspective, I take the position that R. Simeon does in every matter of the Torah. But from your perspective, you should at least concede to me the present case, since if he had explicitly specified a minimum quantity, he would have been liable for violating the oath for such a quantity, he should also be liable even if he has not explicitly stated it. And rabbis replied to him, “Nope.”*
- H. *Come and take note: R. Aqiba says, “Even if he dunked his bread into wine and there is in what is sopped up enough to join together to be in the volume of an olive’s bulk, he is liable” [M. Naz. 6:1E]. Now if you maintain that in general he concurs with the position of R. Simeon, then what need is there to invoke the consideration of “joining together” at all? And furthermore, we have learned in the Mishnah: “I swear that I won’t eat,” but he ate carrion and terefah meat, abominations and creeping things — he is liable. R. Simeon declares him exempt [M. 3:4D-E]. And we reflected on this matter: “Why is he liable, since the oath was already in place from Mount Sinai?” Rab, Samuel, and R. Yohanan all said, “It is because he has encompassed permitted things with forbidden things.” [Silverstone: if he had sworn, “I swear I shall not eat carrion,” this oath would not have taken effect in addition to the oath of Sinai, but he said, “I swear I shall not eat,” meaning, even permitted things, and since that oath does take effect on permitted things, it covers also prohibited ones, for this oath is more inclusive than the one taken at Sinai; and when the second oath is more inclusive than the first, it takes effect over the first; Simeon holds that even a more inclusive second oath cannot take effect on the first.] And R. Simeon b. Laqish said, “You find that he should be liable only if he expressly stated half of the legal volume, in accord with rabbis, or if his statement was left without further articulation, in accord with the position of R. Aqiba, who maintains that someone in an oath left unarticulated may prohibit even a minute quantity.” Now if you maintain that in general R. Aqiba accords with R. Simeon, then an oath covering even the smallest volume would be subject to the enduring oath taken at Mount Sinai. So does that not prove that in general he concurs with rabbis?*
- I. *Well, I suppose it really does.*

III.1 A. **They said to R. Aqiba, “Where have we found that someone who eats anything in any negligible volume is liable, that this one should be deemed liable:”**

- B. *So we don’t find such a case, don’t we? But what about an ant [which is less than the legal minimum, yet on account of which one is liable for a flogging]!*
- C. *A living creature is exceptional [since that is its normal bulk].*
- D. *What about what has been sanctified [for which one has to bring an offering for sacrilege even if he uses for a common purpose an amount less than an olive’s bulk]?*

- E. *But still it has to be of the value of a penny [and that defines a legal minimum, such as you claim does not pertain].*
- F. *What about the case of an oath that expressly defines a prohibited volume of less than the usual minimum?*
- G. *The case of an oath that expressly defines a prohibited volume of less than the usual minimum falls into the classification of a living creature [and there is no minimum].*
- H. *So what about dirt?*
- I. **[22A]** *In that case, you may settle the question that Raba raised: “I swear I shall not eat dust,” and he ate it — what is the minimum quantity on account of which one becomes liable? [If dirt were encompassed under the statement here, we could have settled Raba’s question, and since we did not invoke the case of dirt in that matter, it must follow that dirt does not come under consideration in this context.]*
- J. *So do you think you can settle the question by appeal to the measure of an olive’s bulk [that is, if you suppose there must be some legal minimum anyhow]?*
- K. *When we maintain that there must be a legal minimum, that has to do with something that is eaten.*
- L. *What about the case of vows taken with the language qonam?*
- M. *Vows taken with the language, qonam, also fall into the category of an oath that expressly articulates a given volume [Silverstone: because he does not mention the term eating, it is as if he had expressly prohibited even a minute quantity of it; it is only in oaths, where the term eating is mentioned, that the question arises of whether even a small amount is prohibited or only the legal minimum, because in general eating speaks of a minimum of the size of an olive].*

IV.1 A. Said to them R. Aqiba, “And where have we found that one who merely speaks has to bring an offering:”

- B. *So we don’t find such a case, don’t we? But what about one who blasphemes?*
- C. *We referred to someone who makes a statement that is binding so as to impose a prohibition, but this one makes a statement and thereby sins.*
- D. *Lo, there is the case of a Nazirite [who by a statement prohibits himself from drinking wine and presents an offering when the spell of Naziriteship has come to an end.*
- E. *We referred to one who has to present an offering by reason of violating a statement that he has made, while this one presents an offering to permit himself to drink wine again.*
- F. *Lo, there is the case of a statement designating something to be sanctified!*
- G. *We referred to one who imposes a prohibition upon himself [not upon an object], while the statement that this one has made imposes a prohibition upon everybody in the world.*
- H. *Lo, there is the case of vows that involve the language, qonam!*
- I. *He maintains that no sacrilege offering pertains to the breaking of such vows.*

IV.2. A. Said Raba, “The dispute between R. Aqiba and sages involves vows that are not spelled out. But in the case of vows that are fully articulated, all -parties concur that the minimum measure for violating the vow is any amount at all. *How come?*”

Because if one has stipulated a minimum quantity, it is classified as a vow covering a living creature [which is complete, however minute].”

- B. And said Raba, “The dispute involves the statement, ‘...I shall not eat,’ but if it was, ‘I shall not taste,’ all parties concur that the measure of tasting for which one is liable for violating the oath is any amount whatsoever.”
- C. *So what else is new!*
- D. *What might you otherwise have thought? That ‘tasting’ should be taken as a manner of speech [but really means eating]? So we are informed that that is not the case.*

IV.3. A. Said R. Pappa, “The dispute between R. Aqiba and sages involves oaths. But in the case of vows that involve the language of *qonam*, all parties concur that the minimum measure for violating the vow is any amount at all. *How come? In the case of qonam-vows, since one has not spoken about ‘eating,’ these are classified as vows that are fully articulated.*”

- B. *An objection was raised: Two qonam-vows join together [so that if one has taken a vow not to eat one loaf, and another vow not to eat another, and then eats a bit of each, the two bits combine to make up the requisite volume (Silverstone)], but two oaths do not join together. R. Meir says, “Qonam-vows are classified as oaths.” Now if you should suppose that one is liable for eating any minimum amount at all, then why make mention of the issue of joining together at all?*
- C. *We deal with a case in which the man said, “Eating from this will be qonam to me, eating from that will be qonam to me.”*
- D. *If so, why in the world should they join together? For if you go to this side, the minimum measure has not been met, and if you go to that side, the minimum measure has not been met!*
- E. *It is a case in which he said, “Eating from the two of them is qonam to me.” [“Eating” then is the key, and in each loaf he must eat the minimum volume.]*
- F. *In the matter of oaths, if he said, “By an oath, I shall not eat from the two of them,” why should they not join together? [=two qonam-vows join together, but two oaths do not join together]?*
- G. *Said R. Phineas, “Oaths are exceptional. Since they are distinguished, one from another, in the matter of sin offerings, they also do not join together in the present context.” [Silverstone: in the case of oaths, the two loaves are treated as distinct entities; if he said, “I swear I shall not eat of this one and of that one,” and ate he requisite volume of each in a single spell of unawareness, he presents two offerings, so they are counted as separate; they then do not combine if he ate less than an olive’s bulk of each. In the case of vows the two loaves are not treated as distinct.]*
- H. *If so, what about R. Meir says, “Qonam-vows are classified as oaths”? Now with reference to oaths, the reason is that they are distinguished, one from another, in the matter of sin offerings, they also do not join together in the present context. But as to qonam-vows, why not?*
- I. *Reverse the formulation: R. Meir says, “Oaths are classified as qonam-vows.” Then he does not concur with the formulation of R. Phineas.*

- J. *Rabina said, "When R. Pappa made his statement, It was with reference to a flogging. But when that other statement was set forth as a Tannaite formulation, it had to do with whether or not an offering was required. There we require that the minimum value should be the equivalent of what can be purchased for a penny."* [One is flogged for violating the statement in any minute amount, but brings an offering if his combined benefit from the two loaves was at least the worth of a penny.]
- K. *Is that to imply that rabbis maintain that there can be a consideration of sacrilege involved in violating a qonam-oath [when they hold that two vows combine for the minimum volume of sacrilege]? But has it not been taught on Tannaite authority:*
- L. "[If one has said,] 'This loaf of bread is sanctified,' and then ate it, whether it was he or his fellow, an act of sacrilege has thereby been committed. Therefore the loaf is subject to redemption. If he said, 'This loaf of bread is sanctified to me,' lo, he has committed sacrilege by eating it, while if his fellow has done so, he has not committed sacrilege. Therefore it is not subject to redemption [Silverstone: he has not dedicated the loaf to the Temple, but has merely vowed that it shall be prohibited to him like a Holy Thing, and there can be no redemption to permit what is prohibited]," the words of R. Meir.
- M. **[22B]** And sages say, "Neither he nor his fellow has committed sacrilege, since the consideration of sacrilege does not apply to things that have been subjected to qonam-vows."
- N. *Reverse the formulation:* "Neither he nor his fellow has committed sacrilege, since the consideration of sacrilege does not apply to things that have been subjected to qonam-vows," the words of R. Meir. And sages say, "If he said, 'This loaf of bread is sanctified to me,' lo, he has committed sacrilege by eating it, while if his fellow has done so, he has not committed sacrilege."
- O. *If so, then the language,* "R. Meir says, 'Qonam-vows are classified as oaths,'" *bears the implication that qonam-vow vows do not combine, but they do involve sacrilege. But has not R. Meir said, "Sacrilege does not pertain in any way to qonam-vows."*
- P. *When he made that statement, it was within the premise of our rabbis: "In my opinion, the consideration of sacrilege does not apply at all to qonam-vows. But from your perspective, you should in any event concede to me that qonam-vows are classified as oaths [so there is no combining to form minimum volumes]."*
- Q. *And sages?*
- R. *As to oaths, the operative consideration is the one that R. Phineas has stated, but that consideration does not pertain to qonam-vows.*
- IV.4.** A. Said Raba, "'By an oath, I shall not eat,' but he then ate dirt — he is exempt from culpability [since dirt is not subject to 'eating']."
- B. *Raba raised this question: "'By an oath, I shall not eat dirt,' what amount forms the minimum for incurring liability? Since he said, '...that I shall not eat...', his intention concerning an olive's bulk? Or perhaps, since this is not something that people eat, any amount at all would be at issue?"*
- C. *The question stands.*

IV.5. A. *Raba raised this question: “By an oath, I shall not eat grape pits,’ — what amount forms the minimum for incurring liability? Since pits can be eaten in a mixture with grapes, the intention pertains to an olive’s bulk? Or since on its own the pit is not eaten, the intention concerned no minimum at all?”*

B. *The question stands.*

IV.6. A. *R. Ashi raised this question: “A Nazirite who said, ‘By an oath, I shall not eat grape pits,’ — what amount forms the minimum for incurring liability? Since the volume that is prohibited by the Torah is an olive’s bulk in any event, then, when he took his oath, it pertains only to that volume that would otherwise have been permitted, so his intention concerned any minimum volume whatsoever [and even less than the Torah’s minimum]? Or, since he says, ‘I shall not eat,’ his intention concerned an olive’s bulk?”*

B. *Come and take note: “I swear that I won’t eat,” but he ate carrion and tereifah meat, abominations and creeping things — he is liable. R. Simeon declares him exempt. And we reflected on this matter in the following language: Why is he liable, since the oath was already in place from Mount Sinai? Rab, Samuel, and R. Yohanan all said, “It is because he has encompassed permitted things with forbidden things.” [Silverstone: if he had sworn, “I swear I shall not eat carrion,” this oath would not have taken effect in addition to the oath of Sinai, but he said, “I swear I shall not eat,” meaning, even permitted things, and since that oath does take effect on permitted things, it covers also prohibited ones, for this oath is more inclusive than the one taken at Sinai; and when the second oath is more inclusive than the first, it takes effect over the first; Simeon holds that even a more inclusive second oath cannot take effect on the first.] And R. Simeon b. Laqish said, “You find that he should be liable only if he expressly stated half of the legal volume, in accord with rabbis, or if his statement was left without further articulation, in accord with the position of R. Aqiba, who maintains that someone in an oath left unarticulated may prohibit even a minute quantity.” Now here we speak of carrion, which is subject to an oath that is in place from Mount Sinai, and that is parallel to the position of grape pits for a Nazirite. And the operative consideration is that he articulated the matter that less than the minimum volume imposes liability. But if he had not articulated that intention, his intention was for an olive’s bulk at a minimum.*

C. *That proves it.*

D. *In that case, you should be able also to settle the question concerning which Raba asked, namely, “By an oath, I shall not eat dirt,’ what amount forms the minimum for incurring liability?” You may settle the question that liability is incurred only if he eats an olive’s bulk, for carrion is classified as dirt, and yet if he eats less than an olive’s bulk, he is liable only if in his oath he has articulated precisely that intention, but if he has not articulated that intention, he meant that liability would be incurred only for eating what is usually thought of as eating, which is an olive’s bulk.*

E. *Not at all! Dirt is not edible, but carrion is edible, but it is [not accessible because it is] covered by a lion [it is rendered inaccessible by a prohibition of the Torah].*

I.1 begins with the clarification of the meaning of the wording of the Mishnah. No. 2 then complements our passage with a Tannaite formulation. No. 3 is tacked on to No. 2, but commences its own inquiry; it is then an appendix, joined for essentially rhetorical considerations. No. 4 then is an appendix to No. 3. II.1 brings the present statement in relationship to other pertinent ones. III.1 and IV.1 go over the allegation that there are no other cases of the cited class and show that we may adduce some pertinent ones. IV.2, 3 then clarify the range of dispute in the Mishnah. No. 4-5 is tacked on, part of the composite of Raba-statements on a given topic. No. 6 is an appendix to No. 4-5.

3:1G-H, 2-4

3:1G-H

- G. “I swear that I won’t eat,” and he ate and drank — he is liable on only one count.
- H. “I swear that I won’t eat and drink,” and he ate and drank — he is liable on two counts.

3:2

- A. “I swear I won’t eat,” —
- B. and he ate a piece of bread made of wheat, a piece of bread made of barley, and a piece of bread made of spelt, he is liable on one count only.
- C. “I swear that I won’t eat a piece of bread made of wheat, a piece of bread made of barley, and a piece of bread made of spelt,” and he ate —
- D. he is liable on each and every count.

3:3

- A. “I swear I won’t drink,” and he drank many different beverages —
- B. he is liable on one count only.
- C. “I swear that I won’t drink wine, oil, and honey,” and he drank —
- D. he is liable on each and every count.

3:4

- A. “I swear I won’t eat,” and he ate food which is not suitable for eating,
- B. or drank liquids which are not suitable for drinking —
- C. he is exempt.
- D. “I swear that I won’t eat,” but he ate carrion and terefah-meat, abominations and creeping things — he is liable.
- E. R. Simeon declares him exempt.
- F. [If] he said, “Qonam be benefit that I give to my wife, if I ate anything today”
- G. and he had eaten carrion, terefah-meat, abominations and creeping things —
- H. lo, his wife is prohibited [to give benefit to him].

- I.1 A.** [**"I swear that I won't eat," and he ate and drank — he is liable on only one count. "I swear that I won't eat and drink," and he ate and drank — he is liable on two counts:**]
- B. Said R. Hiyya bar Abin said Samuel, "[If he said,] 'By an oath, I shall not eat,' and he drank, he is liable [even though he referred to eating, not drinking]."
- C. [We now interrupt to identify the basis for Samuel's position, then proceed to contrary views:] *"If you wish, I may propose that at issue is the exegesis of a verse of Scripture, and if you wish, I shall propose that it is a point of reasoning."*
- D. *"If you wish I shall propose that it is a point of reasoning: for in general, someone may say to his fellow, 'Let's go taste something,' and then they go and eat and drink."*
- E. *"If you wish, I may propose that at issue is the exegesis of a verse of Scripture. Drinking falls into the category of eating, for said R. Simeon b. Laqish, 'How on the basis of Scripture do we know that drinking falls into the category of eating? As it is said, "And you shall eat before the Lord your God in the place which he shall choose for a dwelling place for his name, the tithe of your grain, your wine" (Deu. 14:23). [23A] Now wine of course is drunk, and yet Scripture says, 'you shall eat...'""*
- F. *But perhaps Scripture refers to elaiogaron [a sauce that contains wine which is a food, and so is eaten, not drunk, but perhaps drinking is in general not classified as an act of eating]?*
- G. *For said Rabbah bar Samuel, "Elaiogaron is juice of beet roots, oxygaron is juice of any other boiled vegetables."*
- H. *Rather, said R. Aha bar Jacob, "Proof that drinking falls into the category of eating derives from this verse: 'And you shall bestow the money for whatever your soul desires, for oxen or sheep or fine or strong drink...and you shall eat there' (Deu. 14:26). Now wine here certainly means wine, and yet it is written, 'and you shall eat there'!"*
- I. *But perhaps here too Scripture refers to elaiogaron!*
- J. *But "strong drink" is stated as well, something that can inebriate!*
- K. *Perhaps what is meant is Keilah-figs, for it has been taught on Tannaite authority:*
- L. *If one ate pressed figs from Keilah, or drank honey or milk, and went into the sanctuary and performed an act of divine service, he is flogged.*
- M. *Rather, derive the rule by verbal analogy established through the use of "strong drink" in the case of the Nazirite. Just as in that context, we find that "strong drink" means wine, so in the present context, strong drink means wine.*
- N. *Said Raba, "So too we have learned the matter as a Tannaite statement: **"I swear that I won't eat," and he ate and drank — he is liable on only one count.** Now if you maintain that drinking falls into the category of eating, then it is necessary for the Tannaite authority to formulate matters in this way, to indicate that he is liable on only a single count. But if you maintain that drinking is not classified as eating, then, if the man said, "By an oath, I swear I shall not eat," and he ate and did an act of work — would it be necessary for the Tannaite authority*

to let us know that he is liable on only a single count [since that would be obvious, and likewise here]!”

- O. Said to him Abbaye, “So what follows? That drinking is classified as eating? Then note the concluding part of the same clause of the Mishnah-paragraph: **“I swear that I won’t eat and drink,” and he ate and drank — he is liable on two counts.** But since he has said, “I shall not eat,” by your lights he is also prohibited to drink, and if he had said, ‘That I shall not drink,’ why in the world is he liable on that count? For if he had said, ‘I shall not drink’ two times, would he have been liable on two counts?”
- P. He said to him, “The sense is, ‘He first said, “I shall not drink,” and then he went and said, “I shall not eat.”’ For drinking is classified as eating, but eating is not classified under drinking. But if he had said, ‘I swear I shall not eat and I shall not drink,’ and he ate and drink, would he be liable on only a single count? If so, why does the framer of the passage specify in the opening clause at all, **“I swear that I won’t eat,” and he ate and drank — he is liable on only one count.** He could as well have formulated matters in this way: ‘I swear I shall not eat and I shall not drink,’ he is liable on only a single count; and all the more so, if he said, ‘I shall not eat’, he is liable on only one count.”
- Q. Well, in point of fact, matters are to remain as the Tannaite framer of the passage has set them forth. But the present case is exceptional. Since the man has said, “...I shall not eat,” and then gone and in addition said, “...I shall not drink,” he has made it explicit that in his mind, the “eating” of which he spoke is “eating alone” [not drinking].
- R. Said R. Ashi, “The formulation of the Mishnah also supports that view, for a careful reading yields this: **“I swear I won’t eat,” and he ate food which is not suitable for eating, or drank liquids which are not suitable for drinking — he is exempt.** Lo, if they were suitable, he would have been liable. But why should that be the case? Lo, the language that he used was, **“I swear I won’t eat”!** [Silverstone: this would prove that drinking is included under eating.]
- S. But perhaps he made both statements, namely, “I swear I won’t eat, I swear I won’t drink.”

II.1 A. “I swear I won’t eat,” — and he ate a piece of bread made of wheat, a piece of bread made of barley, and a piece of bread made of spelt, he is liable on one count only. “I swear that I won’t eat a piece of bread made of wheat, a piece of bread made of barley, and a piece of bread made of spelt,” and he ate — he is liable on each and every count:

- B. But perhaps his intention was to exempt himself from liability for eating the other kinds? [Silverstone: if he specifies the wheat, barley, and spelt bread, why should he be liable on each count? Perhaps he listed these kinds to eliminate all other kinds of bread, e.g., of oats, rye, or millet, which he does not list under his prohibition. If he had said his statement without particularizing, he would have been prohibited from all kinds, not just these. But in reality, his intention concerned only one thing not three.]
- C. Then he should have said, “I shall not eat wheat, barley, or spelt bread.”

- D. *But maybe he meant not eating bread of wheat, [but merely,] not chewing bread of barley or spelt?*
- E. *He should have said, "I shall not eat wheat bread, and of barley and spelt."*
- F. **[23B]** *Perhaps he meant bread made from a mixture of the flour of all three [but not bread made from the flour of each one separately]?*
- G. *Then he should have said, "I shall not eat bread of wheat, also of barley also of spelt." Why is the word bread repeated? It is meant to differentiate one from the other [so there are three distinct oaths, hence liability on three counts].*

III.1 A. "I swear I won't drink," and he drank many different beverages — he is liable on one count only. "I swear that I won't drink wine, oil, and honey," and he drank — he is liable on each and every count:

- B. *Well, I can understand that in the case of enumerating different kinds of bread, repeating the word bread, his is not necessary, imposes liability on each count, but in this case, in enumerating different kinds of liquid, with the consequence that he is liable for each count, what ought he to have said? Perhaps he wishes to exempt himself from a prohibition on all other liquids but the ones he has listed?*
- C. *Said R. Pappa, "Here we deal with a case in which before the man were the various liquids. For he should have said, 'I swear that I shall not drink these.'" [Not having said that but having enumerated each, he is liable on each count.]*
- D. *But maybe had he used that language, his sense would have been, "These particular flagons of liquid of various types I shall not drink, but others of the same class I shall drink?"*
- E. *Well, he could then have said, "By an oath! I shall not drink liquids like these."*
- F. *But maybe his meaning would still have been, "Liquids just like these I shall not drink, but in a volume less than what is here or more than what is here, I shall drink"?*
- G. *Then he could have said, "I swear I shall not drink liquids of these kinds."*
- H. *But then his meaning could have been, "These kinds I shall not drink, but these themselves I shall drink"!*
- I. *Say: "I shall not drink these and their species either."*

III.2. A. R. Aha b. R. Iqa said, "We deal with a case in which his fellow was pressuring him, saying, 'Come and drink with me some wine, oil, and honey.' He could have replied simply, 'By an oath, I'm not going to drink with you.' Why then add: 'wine, oil, and honey? It was to impose liability on each count."

III.3. A. There we have learned in the Mishnah: "Give me the grain, barley, and spelt, which I have in your hand" — "I swear you have nothing in my hand" — he is liable on only one count. "I swear that you have not got in my hand wheat, barley, or spelt" — he is liable for each and every count. R. Meir says, "Even if he had said, 'Wheat, barley, and spelt' [Exo. 9:31-32], he is liable on each and every count" [M. 5:3M-R]. And said R. Yohanan, "Even if there were only a penny's worth of all of them together, they combine" [to impose liability for an offering.] [Explaining the rule of the Mishnah and also this statement of Yohanan's,] there was a dispute in this matter between R. Aha and Rabina. One said, "For the particularizations, one is liable, but for the generalizations not,"

and the other says, “He also is liable for the generalizations.” [Silverstone: when he says, “I swear I have nothing of yours in my possession, wheat, barley, spelt,” the first part is a generalization, then there are three particularizations. When the Mishnah says he is liable on each count, is it three trespass offerings or four? Aha and Rabina differ, one says, three, the particularizations alone, not for the generalization, and the first part is not an additional youth, and Yohanan’s comment that they combine to the value of a penny refers to the prior statement in the Mishnah, “I swear there is nothing of yours in my possession,” without particularization; but where there are particulars, they do not combine. The other maintains that when the Mishnah states he is liable on each count, it means four; the generalization is also taken as an oath, and Yohanan refers to this too; for the first of the four oaths, the generalization, he is liable to bring an offering even if there is only the value of a penny in the wheat, barley, and spelt combined.] *Now with respect to our Mishnah’s rule, [“I swear that I won’t eat a piece of bread made of wheat, a piece of bread made of barley, and a piece of bread made of spelt,” and he ate — he is liable on each and every count], what is the law?* [Silverstone: will Aha and Rabina differ here too, one of them holding that the generalization is taken as a distinct oath, so there is liability on four counts?]

- B. *Said Raba, “But where is the parallel anyhow? In that case, one bears liability on the count of the generalization and also bears liability on the count of the particularizations, for lo, if he had taken an oath and then taken another, he would have been liable on two counts. But here, if you should imagine that the particularizations are encompassed by the generalization, then why in the world would someone be liable for the particularizations, since at the point at which he expresses them, he is already subject to the general oath [and a later oath does not take effect along with one already in place].”*

IV.1 A. “I swear I won’t eat,” and he ate food not suitable for eating, or drank liquids not suitable for drinking — he is exempt. “I swear that I won’t eat,” but he ate carrion and terefah meat, abominations and creeping things — he is liable:

- B. *Well, the formulation itself is contradictory. To begin with, you say, I swear I won’t eat,” and he ate food not suitable for eating, or drank liquids not suitable for drinking — he is exempt. And then you go and say, “I swear that I won’t eat,” but he ate carrion and terefah-meat, abominations and creeping things — he is liable! So how come in the first of the two clauses he is exempt from liability, while in the second he is liable?*
- C. *Well, that’s no contradiction at all! The first clause speaks of an oath that is not articulated [and hence speaks only of food that can be eaten, thus excluding carrion], while the second speaks of an oath that is articulated [so the man specifies these things].*

IV.2. A. [As to carrion and terefah-meat, abominations and creeping things,] in the case of an oath that is articulated, there still is a problem, namely, Why should he be liable? One is subject to a standing oath from Mount Sinai [so this new oath cannot take effect]!

- B. *Rab, Samuel, and R. Yohanan all said, “It is because he has encompassed permitted things with forbidden things. [Silverstone: if he had sworn, “I swear I*

shall not eat carrion,” this oath would not have taken effect in addition to the oath of Sinai, but he said, “I swear I shall not eat,” meaning, even permitted things, and since that oath does take effect on permitted things, it covers also prohibited ones, for this oath is more inclusive than the one taken at Sinai; and when the second oath is more inclusive than the first, it takes effect over the first; Simeon holds that even a more inclusive second oath cannot take effect on the first.]

- C. And R. Simeon b. Laqish said, “You find that he should be liable only if he expressly stated half of the legal volume, in accord with rabbis, or if his statement was left without further articulation, in accord with the position of R. Aqiba, who maintains that someone in an oath left unarticulated may prohibit even a minute quantity.”
- D. *Well, I can understand that R. Yohanan does not rule as R. Simeon b. Laqish does, for he wishes to interpret our Mishnah in accord with the positions of all parties [Aqiba and sages, concurring that the more inclusive oath takes effect with the less inclusive one (Silverstone)], but why does R. Simeon b. Laqish not concur with R. Yohanan?*
- E. *He will say to you, “When we maintain that the more inclusive prohibition takes effect over the less inclusive one, [24A] that is when the more inclusive prohibition applies on its own accord. But we do not invoke that rule in a case in which the prohibition is imposed by the man himself.” [Silverstone: If someone eats carrion on the Day of Atonement, he is liable to bring a sin offering for his inadvertent transgression of the Day of Atonement, though carrion was already prohibited; the reason is that the prohibition affecting the Day of Atonement is the more inclusive, since it encompasses food that is otherwise permitted. This more inclusive prohibition applies of its own accord, and therefore it is sufficiently powerful to take effect even over previously prohibited food. But if the more inclusive prohibition derives from an action or a word of the man himself, as in the case of an oath, then it cannot take effect where there is a prior prohibition. Simeon b. Laqish makes this distinction and cannot explain the rule in the way that Yohanan does.]*
- F. *Now there is no problem in understanding why, from the perspective of R. Simeon b. Laqish, R. Simeon declares one to be exempt, as has been taught on Tannaite authority: R. Simeon says, “Eating any volume at all is sufficient to subject the offender to flogging. The specification of the volume of an olive’s bulk concerned only the matter of [whether or not having done so inadvertently, one is liable to present] a sin-offering.” [Silverstone: Simeon holds that for a small quantity also, the man is subject to a prior oath, and consequently the oath cannot take effect over that small quantity.] But from the perspective of R. Yohanan, what can possibly be the operative consideration behind the position of R. Simeon, who declares the man exempt? [Silverstone: Yohanan explains that sages in the Mishnah impose liability because one says, “I swear I shall not eat properly killed meat and carrion,” why does Simeon exempt him?]*
- G. *Is his reason not simply because it is the more inclusive prohibition? Then R. Simeon is consistent in maintaining that the more inclusive prohibition will not take effect, for it has been taught on Tannaite authority: “R. Simeon says, ‘He who eats carrion on the Day of Atonement is exempt [since the prohibition of*

carrion took effect prior to the Day of Atonement, so the prohibition of eating on the Day of Atonement does not take effect].”

- H. [Silverstone explains that, to understand what follows, we recall that an offering of variable value is presented for violating an oath only when the oath is punishable even when it is reversed. According to Simeon b. Laqish, the oath in the Mishnah for which sages make the man liable is, “I swear I shall not eat a small portion of carrion.” This may be reversed, “I swear I shall eat a small portion of carrion.” He would be liable for violating such an oath, for he has not sworn to annul a commandment, since the Torah prohibits only eating an olive’s bulk or more. If he had sworn to eat an olive’s bulk of carrion, which would have been an oath to nullify a commandment, such an oath would have been null, and he would have been exempt.] *Now there is no problem from the perspective of R. Simeon b. Laqish in identifying a practical case that conforms to the theoretical conditions at hand, since we find a formulation of an oath that would be both negative and positive.* [As explained, “I swear I shall not eat a small portion of carrion.” This may be reversed, “I swear I shall eat a small portion of carrion.”] *But from the perspective of R. Yohanan, while we may well find a negative formulation of an oath that would pertain, how in the world would there be a positively-formulated oath?* [Sages would impose liability for saying, “I swear I shall not at properly killed meat and carrion.” The positive of this oath is not possible. If he says, “I swear I shall eat properly killed meat and carrion,” the oath cannot be carried out for carrion, since it is an oath to annul a commandment (Silverstone)].
- I. *The answer accords with what Raba said, for said Raba, “By an oath, I shall not eat,” but he then ate dirt — he is exempt from culpability [since dirt is not subject to ‘eating’].* [The oath is unarticulated. In the first case he is exempt, because he ate dirt, and in the second case he is liable because he ate carrion. The former is inedible, the latter, edible but prohibited. In the second case, Yohanan maintains, when he says, “I shall not eat,” he is liable if he eats carrion, because the oath is inclusive, including all foods, even permitted ones; and because it can take effect on what is permitted, it also takes effect on what is forbidden. The oath, not articulated, is subject to fulfillment, and it can be fulfilled by eating permitted food; therefore if he violates the oath, he is liable (Silverstone).]
- J. *Said R. Mari, “So too we have learned the rule [that carrion is classified as food that may be eaten, for it is edible, if prohibited (Silverstone)] in the Mishnah: [If] he said, “Qonam be benefit that I give to my wife, if I ate anything today” and he had eaten carrion, terefah-meat, abominations and creeping things — lo, his wife is prohibited [to give benefit to him].”*
- K. *But what is the parallel? In that case, since the man to begin with ate, and then took the oath, he treated the carrion [24B] as something of consequence [by his action showing that he regarded it as edible].* [Silverstone: but if he swore, “I shall not eat,” without further specifying carrion, and he ate carrion, he might not be liable for the oath, not having considered carrion within the oath].”
- IV.3.** A. *Said Raba, “What is the operative consideration behind the position of him who holds that a more inclusive prohibition takes effect over a prohibition that is already in place? It is because it may be compared to a prohibition that adds to the list more things than already are under the existing prohibition.* [Silverstone:

an inclusive prohibition does not add anything to the one already in place but includes more objects within it, e.g., carrion is prohibited; when the Day of Atonement comes, it adds to the prohibition not only carrion but food that was already permitted. The advent of the day of atonement does not make carrion prohibited except as food, but it then includes in the prohibition other foods besides carrion. So an augmentative prohibition adds to an already prohibited class of things, making the class more extensive than before.] *And he who exempts one does not take that position? It is because he takes the view that an augmentative prohibition pertains to only one piece, but not to two pieces.*" [Silverstone: An augmentative prohibition can take effect over one that is already in place because it extends the scope of the prohibition affecting this one piece. For example, sacrificial fat is permitted for the altar, but if it is left overnight, it is prohibited; this same piece of fat is now more extensively prohibited. Before, it was prohibited for human consumption; now the altar also may not consume it. But an inclusive prohibition does not add any prohibition to this one piece. It merely includes other pieces under its prohibition. Therefore he holds it does not take effect over a prohibition already in place.]

- B. *And said Raba, "He who holds that a more inclusive prohibition takes effect over a prohibition that is already in place will take the following position: if someone said, 'By an oath, I shall not eat figs,' and then said, 'By an oath I shall not eat figs or grapes,' since the oath takes effect on the grapes, [not prohibited by the first oath], the oath also takes effect on the figs."*
- C. *Yeah, so what else is new?*
- D. *Well, what might you have supposed? We maintain that the more inclusive prohibition takes effect over the less inclusive one, when the more inclusive prohibition applies on its own accord. But we do not invoke that rule in a case in which the prohibition is imposed by the man himself.* [Silverstone: If someone eats carrion on the Day of Atonement, he is liable to bring a sin offering for his inadvertent transgression of the Day of Atonement, though carrion was already prohibited; the reason is that the prohibition affecting the Day of Atonement is the more inclusive, since it encompasses food that is otherwise permitted. This more inclusive prohibition applies of its own accord, and therefore it is sufficiently powerful to take effect even over previously prohibited food. But if the more inclusive prohibition derives from an action or a word of the man himself, as in the case of an oath, then it cannot take effect where there is a prior prohibition.] *So we are informed that that is not the case.* [Even in this case, the prohibition takes effect.]
- E. **Objected Raba b. Rabbah on the basis of the following passage: There is he who carries out a single act of eating and is liable on its account for four sin offerings and one guilt offering: An unclean [lay] person who ate (1) forbidden fat, and it was (2) remnant, (3) of Holy Things, and (4) it was on the Day of Atonement. R. Meir says, "If it was the Sabbath and he took it out [from one domain to another] in his mouth, he is liable [for another sin offering]." They said to him, "They said to him, "That is not of the same sort [of transgression of which we have spoken heretofore since it is not caused by eating (A)]" [M. Ker. 3:4].**

- F. [This is then his objection:] *“But if what you say were true, then we should have a fifth case in any event, namely, if he said, ‘By an oath, I shall not eat dates and forbidden fat.’ Because the oath takes effect on dates, it will take effect also on forbidden fat [so there is a fifth count of liability].”*
- G. *The Tannaite framer of the passage has listed only prohibitions that apply automatically and on their own, but he does not tote up prohibitions that the man himself has imposed.*
- H. *Well, then, what about **of Holy Things**?*
- I. *At issue is a firstborn, which is holy not because of one’s designation of the beast for Holy Things, but is born holy.*
- J. *If you prefer, you may say that the Tannaite framer of the passage speaks only of things that are not subject to remission, but an oath, which is subject to remission, he does not list!*
- K. *Well, then, what about **of Holy Things**?*
- L. *As we said before, at issue is a firstborn, which is holy not because of one’s designation of the beast for Holy Things, but is born holy.*
- M. *If you wish, I shall propose that the Tannaite framer of the passage totes up only cases in which an offering of fixed value is to be presented, but where there is the requirement of an offering of variable value, he does not include such a case. [Violating oaths involves offerings of variable value.]*
- N. *But he speaks of **An unclean [lay] person who ate Holy Things!** And for that offense, an offering of variable value is required.*
- O. *The passage is framed in reference to a prince and in accord with the opinion of R. Eliezer, who maintains, “A prince presents a goat.”*
- P. *R. Ashi said, “The framer of the passage has listed only matters that involve some sort of legal minimum volume, but an oath, which may take effect on any volume, even less than some legal minimum, is not catalogued here.”*
- Q. *Yeah, well what about **Holy Things**?*
- R. *Lo, there we do have a legal minimum, namely, it must be worth at least a penny.*
- S. *And R. Ashi of Avirayya said R. Zira said, “When the framer of the passage made up the list, he referred specifically to items, the deliberate commission of which involved the sanction of extirpation, but things for which deliberate commission involves only the violation of a negative commandment he does not tote up.” [Willful violation of an oath is penalized by a flogging, but these are things that are listed are punishable by extirpation (Silverstone).]*
- T. *But lo, there is the matter of the guilt offering, in which case, for deliberate violation of the rule, one is guilty only for violating a negative commandment [that is, for a deliberate act of sacrilege, one is flogged].*
- U. **[25A]** *Reference is made to a sin offering [Silverstone: he mentions only those items for which extirpation is inflicted for deliberate transgression and therefore omits an oath, for which a flogging is inflicted; all these are sins for which a sin offering is brought for unwitting transgression; but he mentions the case of an offering for sacrilege, though for willful violation of the law only a flogging is inflicted].*

- V. *Rabina said, "What the Tannaite framer of the passage lists are items that pertain to food in particular, but an oath, which can apply to something that is not edible, is not included."*
- W. *Yeah, well what about **Holy Things**, and that could involve wood or stone!*
- X. *What he lists are things that involve something real and substantial, but an oath, which pertains also to something that is not real and substantial, for instance, "I shall sleep," "I shall not sleep," is not included on the list.*

I.1 raises an important exegetical question: is drinking classified as eating for purposes of assessing the violation of an oath or a vow. II.1 clarifies the language of the Mishnah. III.1 imposes on the reading of the Mishnah the same issues as operated at II.1. No. 2 continues the work of Mishnah-exegesis. No. 3 then brings two intersecting Mishnah-rules into relationship, the composition being subtle and yet necessary. IV.1 asks the obvious question. No. 2 builds on the foregoing. No. 3 forms an appendix to the foregoing; we have taken as a premise that a more inclusive prohibition takes effect over one already in effect, and now we explain the operative consideration. At D we see the point of contact with the foregoing.

3:5

- A. **It is all the same [whether the oath pertains to] things which belong to himself, things which belong to others, things which are of substance, and things which are not of substance.**
- B. **How so?**
- C. **[If] he said, "I swear that I shall give [this] to Mr. So-and-so," "... that I shall not give ... ," "... that I gave ... ," "... that I did not give ... ,"**
- D. **"... that I shall go to sleep," "... that I shall not go to sleep," "... that I slept," "... that I didn't sleep,"**
- E. **"... that I'll throw a stone into the sea," "... that I won't throw ... ," "... that I threw ... " "... that I didn't throw ... ,"**
- F. **R. Ishmael says, "He is liable only concerning what happens in the future [which he states in the form of an oath],**
- G. **"for it is said, 'To do evil or to do good' (Lev. 5: 4)."**
- H. **Said to him R. Aqiba, "If so, I know only about oaths which involve doing evil or doing good. How do we know that the rule concerning oaths involves statements which are not about doing evil or doing good?"**
- I. **He said to him, "From an extension supplied by Scripture."**
- J. **He said to him, "If Scripture has encompassed these matters, Scripture also has encompassed those matters [governing what has happened in the past]."**

I.1 A. *Our rabbis have taught on Tannaite authority:*

- B. **A more strict rule applies to vows than to oaths in one regard, and to oaths than to vows in another regard.**
- C. **The more strict rule that pertains to vows is that vows take effect when they concern a religious duty as much as when they concern what is subject to choice, which is not the case for oaths.**

D. The more strict rule with regard to oaths is that oaths take effect on something of no substance as much as on something of substance, which is not the case of vows [T. **Ned. 1:5A-F**].

II.1 A. How so? [If] he said, “I swear that I shall give [this] to Mr. So-and-so,” “... that I shall not give ...,” “... that I gave ...,” “... that I did not give ... :”

B. *What is the meaning of the formulation, shall give? If one should propose, “...charity to the poor,” lo, that obligation is subject to the standing oath of Mount Sinai, as it is said, “You shall surely give him” (Deu. 15:10). [An oath to carry out a religious duty is null and unenforceable.]*

C. Rather, it means, a gift to a rich man.

III.1 A. “... that I shall go to sleep,” “... that I shall not go to sleep,” “... that I slept,” “... that I didn’t sleep:”

B. *Can this be so? But has not R. Yohanan said, “He who says, ‘By an oath, I shall not sleep for three days,” is flogged and may go to sleep then and there”!*

C. *In that case, the man specified, “three days,” but this rule deals with a case in which he did not specify, “three days.”*

IV.1 A. “... that I’ll throw a stone into the sea,” “... that I won’t throw ...,” “... that I threw ...” “... that I didn’t throw ... :”

B. *It has been stated:*

C. “By an oath, I swear that so-and-so threw a stone into the sea...,” or, “...did not throw...,” —

D. Rab said, “He is liable.”

E. Samuel said, “He is exempt from all penalty.”

F. Rab said, “He is liable:” [in line with Lev. 5:4, “to do evil or to do good”] *the oath may be formulated both negatively and positively [not eat, eat].*

G. Samuel said, “He is exempt from all penalty:” *it has no standing in the future [and because the oath cannot apply in the future, since the man cannot force the other to throw the stone, it also imposes no liability when it is formulated in the past tense either].*

H. *May one propose that at issue between them is what is at stake in the debate between R. Ishmael and R. Aqiba, as we have learned in the Mishnah: R. Ishmael says, “He is liable only concerning what happens in the future [which he states in the form of an oath], for it is said, ‘To do evil or to do good’ (Lev. 5: 4).” Said to him R. Aqiba, “If so, I know only about oaths which involve doing evil or doing good. How do we know that the rule concerning oaths involves statements which are not about doing evil or doing good?” He said to him, “From an extension supplied by Scripture.” He said to him, “If Scripture has encompassed these matters, Scripture also has encompassed those matters [governing what has happened in the past].” Thus Rab would concur with R. Aqiba [that he is liable for an oath in the past as well], and Samuel would occur with R. Ishmael.*

I. *With regard to the position of R. Ishmael both parties have no argument. If concerning a matter that will come about in the future, R. Ishmael does not impose liability concerning one in the past, in a case which is not susceptible to*

fulfillment in the future [will the man throw a stone in the sea or not], he will certainly not hold him liable for what has happened in the past. Where they differ concerns only the position of R. Aqiba. Rab concurs with the position of R. Aqiba. Samuel said, “R. Aqiba imposes a liability in that case having to do with the past, because in a case involving the future, which can come about, R. Aqiba imposes liability for the past; but in a case in which it is not susceptible to fulfillment in the future, he does not impose liability for a statement having to do with the past.”

- J. *May one propose that at issue between them is what is at stake in the debate between [25B] R. Judah b. Batera and rabbis [that occurs below, at 27A]? For we have learned in the Mishnah: [If] he took an oath to nullify a commandment, but he did not nullify it, he is exempt [from penalty for violating the oath]. [And if he took an oath to] carry out [a commandment] and did not carry it out, he is exempt. It is logical that he should be liable, in accord with the words of R. Judah b. Betera. Said R. Judah b. Betera, “Now if concerning matters of free choice, about which one has not been subjected to an oath at Mount Sinai, lo, one is liable on that account [if he swore to do but did not do] — matters concerning a religious duty, about which one has been subjected to an oath at Mount Sinai — is it not logical that one should be liable on its account?” They said to him, “No. If you have stated the rule in regard to an oath concerning a matter of free choice, in which no is treated as no different from yes, will you say the same concerning an oath involving a religious duty, in which a no is assuredly not treated as no different from a yes! For if one has taken an oath to nullify [a religious duty] but did not nullify the religious duty, he is exempt.”*
- K. *May we then say that Rab made his ruling in accord with R. Judah b. Betera [the oath does not have to be applicable in both positive and negative forms, therefore it does not have to apply in both past and future forms (Silverstone)], and Samuel in accord with rabbis vis à vis R. Judah b. Betera [the oath has to apply both positively and negatively, also to both past and future, and if it does not apply in the future, it cannot apply in the past]?*
- L. *Well, as a matter of fact, on the position of R. Judah b. Betera there is no disagreement, for, if he does not require the possibility of framing the matter in the negative and positive terms, is he going to require that the oath apply to both future and past? They differ on the view of rabbis. Samuel concurs with rabbis, and Rab said, “The rabbis impose liability only if the oath is applicable in both negative and positive terms, since it is explicitly written, ‘to do evil or to do good,’ but as to the future and past, which derive merely from the amplification of the verse, they impose liability even if the oath is not applicable in both future and past.”*
- M. *Objected R. Hamnuna, “ [If] one said, ‘I did not eat today, and I did not put on phylacteries today,’ [and his friend said,] ‘I impose an oath on you [that that is so],’ and he said, ‘Amen,’ he is liable. [Silverstone: someone said to the other, ‘I want you to swear that you did not eat or did not put on tefillin,’ and the first replied, ‘Amen,’ but he had eaten or put on tefillin, he is liable for breaking the oath.] Now as to the matter of ‘I did not eat,’ that applies in the future, hence*

also to the past; but as to 'I did not put on tefillin,' how is this applicable in the future as 'I shall not put on tefillin'?"

- N. *He raised the question and he answered it: "The Mishnah is formulated in two distinct statements, namely, 'I did not eat' pertains to an offering, 'I did not put on tefillin' pertains to a flogging."* [For willfully uttering a false oath, he is not liable to an offering, but only to a flogging, if he unwittingly uttered a false oath of this kind, because it does not apply in the future (Silverstone)].
- O. *Objected Raba, "What is the definition of a vain oath? [If] one has taken an oath to differ from what is well known to people. If he said (1) concerning a pillar of stone that it is made of gold, [(2) concerning a man that he is a woman, (3) concerning a woman that she is a man — [if] one has taken an oath concerning something which is impossible — (1) "... if I did not see a camel flying in the air..." (2) "... if I did not see a snake as thick as the beam of an olive press ...," [if] he said to witnesses, "Come and bear witness of me," [and they said to him,] "We swear that we shall not bear witness for you;" [if] he took an oath to nullify a commandment — (1) not to build a sukkah, (2) not to take lulab and (3) not to put on phylacteries — this is a vain oath, on account of the deliberate making of which one is liable for flogging, and on account of the inadvertent making of which one is exempt from all punishment]. And in this connection said Ulla, 'And that is the rule if it [a pillar of stone] was already known to three men [that it was of stone, etc.]' So the operative consideration was that it was known that it was of stone, but if it were not known to be the fact, he would have been guilty of violating an rash oath [his oath now is not contrary to a fact that is widely known, and is therefore not a vain oath, the falsity of which is evident to everybody right away (Silverstone)]. But why should that be the case? It is not applicable in the future, e.g., 'I swear that it will be made of gold' [Silverstone: and therefore according to rabbis as read by Samuel, he should not be liable for it even in the past].*
- P. *He raised the question and he answered it: "If it is a well known fact, he violates the injunction against taking a vain oath, and if it is not known, he violates the injunction against taking a false oath."*

- IV.2.** A. Said Abbaye, "And Rab concedes in the case of one who says to his fellow, 'I swear that I know testimony concerning your case,' *but it turned out that he had none; the man is exempt, because the negative formulation does not pertain, namely, 'I have no testimony to offer in your case.'*"
- B. "If someone said, 'I don't know any testimony pertinent to your case,' or 'I did not know,' Rab and Samuel differ [he is liable because it is applicable positively and negatively; Samuel says he is exempt, because it is not applicable in the future, since the man cannot say, "I swear I shall know, or not know, testimony for your case," which is outside of his control (Silverstone)].
- C. "If someone said, 'I bore witness for you' or 'I did not bear witness,' in this too there is a dispute between them [since this does not pertain to the future, for the oath to bear witness is an oath to fulfill or violate a religious duty, and that oath is null].
- D. "Now from the perspective of Samuel, who has said that if an oath cannot pertain to the future, one is not liable for such an oath when formulated in terms of the

past, that is why the All-Merciful has removed the oath of testimony from the category of the rash oath [and treated it in its own terms at Lev. 5:1, because the oath of testimony applies only in the past, and yet liability is incurred, so it could not be derived from the rash oath, which, as said, does not impose liability for what has happened in the past in a case in which the oath does not apply to the future at all (Silverstone)]. But from the perspective of Rab, for what concrete purpose did the All-Merciful remove the oath of testimony from the category of the rash oath” [Silverstone: since according to Rab, he is liable for an oath even if it is not applicable in the future]?

- E. *Rabbis said before Abbayye, “It was so as to impose liability upon him for such an oath on two counts.” [Silverstone: if he is eligible as a witness and swore before a court that he did not know any testimony, he is liable for both the oath of testimony and the rash oath.]*
- F. *He said to them, “You cannot maintain that he is liable on two counts. For it has been taught to the contrary on Tannaite authority: “when he shall be guilty in one of these things” (Lev. 5: 5) — on one count you may hold him liable, but you may not hold him liable on two counts.”*
- G. *[Now, in a fresh initiative, we revert to the main point of Abbayye’s conundrum:] So from the perspective of Abbayye, then, for what concrete purpose did the All-Merciful remove the oath of testimony from the category of the rash oath?*
- H. *It is in accord with that which has been taught on Tannaite authority:*
- I. *In connection with other laws involving an offering of variable value [Lev. 5: 1ff.], “it being hidden from him” is used [which therefore speaks of a violation committed in error], but here, that language is not used, which indicates that he who utters a false oath of testimony is liable for an offering whether the transgression is willful or inadvertent [since he may well believe what he says is true, but turn out to have misrepresented the facts].*
- J. *Rabbis then said to Abbayye, “Might one then propose that if the act was deliberately, he is liable on one count, but if it was inadvertent, he is liable on two?”*
- K. *He said to them, “Isn’t that what I said just now? That is, “when he shall be guilty in one of these things” (Lev. 5: 5) — on one count you may hold him liable, but you may not hold him liable on two counts’! And if reference is made to a deliberate violation of the law, then, are the going to be two counts [and there is no need for Scripture’s limitation].”*
- L. *[Also answering the question, for what concrete purpose did the All-Merciful remove the oath of testimony from the category of the rash oath,] Raba said, “It is because it was a matter that was covered by a generalization, but it was singled out and is treated as the subject of a fresh statement, on which account we do not go beyond the limits of the anomalous feature [and compose an analogy of any kind to other cases].” [Silverstone: Raba maintains that it is not necessary to deduce from the phrase “in one of these things” that he is liable for only one offering; without this phrase we know it, for the oath of testimony was included in*

the rash oath, for it is also an utterance; but Scripture singled it out from this generalization in order to teach us that he is liable to bring an offering even for willful transgression; therefore since this is exceptional, we cannot make it more exceptional still by declaring him liable to bring offerings on two counts.]

- M. *Does it then follow that Abbaye holds that the rash oath remains in existence* [Silverstone, the oath of testimony is still an rash oath also, for he requires the limitation, “in one of these things,” to deduce that only one offering is brought; according to him, therefore, in a case where the oath of testimony would not apply, e.g., to an ineligible witness, he would be liable on account of the rash oath]. But did not Abbaye say, “And Rab concedes in the case of one who says to his fellow, ‘I swear that I know testimony concerning your case,’ *but it turned out that he had none; the man is exempt, because the negative formulation does not pertain, namely, ‘I have no testimony to offer in your case.’*”?
- N. *Abbaye retracted from that position.*
- O. *Or, if you prefer, I shall say, [26A] one of the statements was said by R. Pappa.* [One of the two statements that cannot be reconciled with the other is assigned to not Abbaye but R. Pappa.]

V.1 A. R. Ishmael says, “He is liable only concerning what happens in the future [which he states in the form of an oath], for it is said, To do evil or to do good (Lev. 5: 4).” Said to him R. Aqiba, “If so, I know only about oaths which involve doing evil or doing good. How do we know that the rule concerning oaths involves statements which are not about doing evil or doing good?” He said to him, “From an extension supplied by Scripture.” He said to him, “If Scripture has encompassed these matters, Scripture also has encompassed those matters [governing what has happened in the past]:”

- B. *Our rabbis have taught on Tannaite authority:*
- C. **“or when a person utters an oath to bad or good purpose:”**
- D. **I know that the matter [of oaths] pertains to actions that contain the power to do good or bad [e.g., eating or not eating], but how about matters that do not make a difference, either for the good or for the bad [for example, throwing a pebble into the sea or not throwing it]?**
- E. **Scripture says, “or if any one swear clearly with his lips” (Lev. 5: 4) [meaning, an oath of any type whatsoever].**
- F. **“I know only that the matter pertains to the future. How do I know that it concerns the past as well? “Scripture says, ‘whatever a man may utter in an oath,’” the words of R. Aqiba.**
- G. **R. Ishmael says, “‘to bad or good purpose,’ means, with reference to the future [one is liable, but not with reference to what has happened in the past].”**
- H. **Said to him R. Aqiba, “If so, I know only about oaths which involve doing evil or doing good. How do we know that the rule concerning oaths involves statements which are not about doing evil or doing good?”**
- I. **He said to him, “From an extension supplied by Scripture.”**

- J. He said to him, “If Scripture has encompassed these matters, Scripture also has encompassed those matters [governing what has happened in the past]” [M. Shebu. 3:5F-J] [Sifra LV:I.1.9-9].
- K. *So did R. Aqiba give R. Ishmael a good answer?*
- L. Said R. Yohanan, “R. Ishmael, who served as disciple R. Nehunia b. Haqqaneh, who expounded the entire Torah by the principle of ‘encompassing rule and particularization thereof,’ likewise expounds by the principle of ‘encompassing rule and particularization thereof.’ R. Aqiba, who served as disciple Nahum of Gimmzu, who interpreted the entire Torah by appeal to the principle of extension and limitation, also expounds by the principle of extension and limitation.”
- V.2.** A. *Now what would be an example of how R. Aqiba expounds by the principle of extension and limitation?*
- B. *It is as has been taught on Tannaite authority:*
- C. “‘Or if any one swear clearly with his lips’ — that serves to extend the rule to an unlimited variety of cases. ‘to do evil or to do good’ — this limits the prior clause. ‘...whatsoever it be that a man shall utter clearly with an oath’ — this once more extends the rule. So we have extension, limitation, and extension, thus intending to encompass everything.
- D. *So what is encompassed? Everything. And what is excluded? Only an oath that concerns the performance of a religious duty [which is not a valid oath and is therefore not enforceable].”*
- V.3.** A. *And what would be an example of how R. Ishmael expounds by the principle of ‘encompassing rule and particularization thereof’?*
- B. “‘Or if any one swear clearly with his lips’ — that forms a generalization. ‘to do evil or to do good’ — this constitutes a particularization of the prior clause. ‘...whatsoever it be that a man shall utter clearly with an oath’ — this once more generalizes. So we have an encompassing rule, a particularization thereof, and another encompassing statement. You may therefore include in the encompassing statement only those types of oaths that are analogous to the particularization. Just as the particularization clearly speaks of the future, so all oaths that speak of the future are subject to the law, *the second encompassing statement then taking account, under the rule, of even cases in which the considerations of doing evil or doing good do not apply [in the form of oaths] in the future. The particularization excludes even cases of doing evil or doing good in the form of oaths that deal with the past.*”
- C. *But how about the reverse?* [Silverstone: since the generalization tends to include, the particularization to exclude, let us include even oaths in the past that are similar to the particularization in that doing evil and doing good are applicable, and exclude even oaths in the future where doing evil and doing good are not applicable.]
- D. Said R. Isaac, “[We include oaths that are] analogous to ‘doing evil or doing good,’ where the prohibition is on the count of ‘he shall not break his word,’ [Silverstone: implying that he may keep his word if he wishes, which is possible only in an oath that refers to the future], thus excluding this oath, where the prohibition is not on the count of ‘he shall not break his word’ but on the count of

‘you shall not lie’ (Lev. 19:11).” [Silverstone: this implies that at the moment of utterance the oath must not be a lie; this can refer only to an oath in the past.]

- E. R. Isaac bar Abin said, “Said Scripture, ‘or if any one swear clearly with his lips,’ meaning, the oath must come prior to what is said, not the utterance prior to the oath [Silverstone: if the action to which the utterance refers has already preceded the swearing, that is, oath referring to the past, the oath is excluded]. Excluded therefore are oaths framed as ‘I ate’ or ‘I did not eat,’ in which the action has preceded the oath.”

V.4. A. *Our rabbis have taught on Tannaite authority:*

- B. “Whatsoever it be that a man shall utter clearly with an oath” (Lev. 5: 4) —
- C. **“whatever a man may utter in an oath:”**
- D. **this excludes one who is subject to constraint [and not one who is forced to take the oath. He is not liable if he violates the imposed oath.]**
- E. **“the fact has escaped him:”**
- F. **this excludes the case of one who deliberately takes a false oath.**
- G. **“the fact has escaped him:”**
- H. **The oath is what has escaped him.**
- I. **Or is it possible that what has escaped him is the facts of the matter [that is, he took an oath not to eat wheat bread and took a piece of bread thinking that it was of barley, but it was of wheat]?**
- J. **Scripture says, “an oath...and the fact has escaped him,”**
- K. **meaning, it is on account of the unwitting violation of the oath that he is liable, and he is not liable for the unwitting violation of the terms of the oath when the error has to do with the facts of the matter.**

V.5. A. The master has said, **“whatever a man may utter in an oath:” this excludes one who is subject to constraint [and not one who is forced to take the oath. He is not liable if he violates the imposed oath.]**

- B. *What would present us with an illustrative case?*
- C. *It would be like the case involving R. Kahana and R. Assi, who stood up after a session before Rab.*
- D. *One said, “I swear that this is what Rab said,” and the other said, “I swear that that is what Rab said.” When they came before Rab, he made his statement in accord with one of them, and the other would say to him, “So did I take a false oath?”*
- E. *And he would reply, “Your heart has fooled you” [you thought it was a valid statement, so it was a false oath under constraint].*

V.6. A. [Proceeding to another component of the cited Tannaite formulation:] **“the fact has escaped him:”**

- B. **The oath is what has escaped him.**
- C. **Or is it possible that what has escaped him is the facts of the matter [that is, he took an oath not to eat wheat bread and took a piece of bread thinking that it was of barley, but it was of wheat]?**
- D. **Scripture says, “an oath...and the fact has escaped him,”**

- E. **meaning, it is on account of the unwitting violation of the oath that he is liable, and he is not liable for the unwitting violation of the terms of the oath when the error has to do with the facts of the matter.**
- F. *They laughed when they heard this in the West. True enough, you can have unawareness of an oath without unawareness of the facts of the matter, for instance, "I swear I shall not eat wheat bread," when someone thought that in fact he had said, "I shall eat." Then the oath is what he forgot, but he remembered the facts of the matter. But how can you find a case in which one is not aware of the facts of the matter unless there is also unawareness of the oath?*
- G. *For instance, "I swear I shall not eat wheat bread," and he thought he said, "barley bread," in which case it is the oath that he has remembered, but the facts of the matter that he has forgotten.*
- H. *But since the man forgot the facts of the matter, it is in itself a mark of unawareness of the oath itself* [Silverstone: for the oath was, "I shall not eat wheat bread," and if he forgot the part about the "wheat bread," he has forgotten an integral part of the oath].
- I. *Rather, said R. Eleazar, "This and that really are one and the same thing."* [Silverstone: unawareness of the facts of the matter really is not possible without unawareness of the oath.]
- J. *Objected R. Joseph, "Then is it the fact that there is no such thing as a case in which one is not aware of the facts of the matter unless there is also unawareness of the oath? But it certainly is feasible, for instance: if one said, 'I swear I shall not eat wheat bread' and he stretched out his hand to the basket to take barley bread but wheat came up in his hand, and thinking that it was barley bread, he ate it. Now the oath is what he has remembered, but the facts of the matter are what he did not know."*
- K. *Said to him Abbaye, "But are you not going to impose on him liability for an offering on account of what he has in hand? That is on the count of unawareness of the oath anyhow!"* [Silverstone: he thought what he held in his hand was barley bread, and therefore he thought he had not taken the oath covering what he held in his hand; but in reality he had sworn not to eat it, for it was wheat bread; he was therefore unaware of the oath with reference to this loaf, hence it is unawareness of the oath.]
- L. *Another formulation of the same matter:*
- M. *Said Abbaye to R. Joseph, "But in the end he should present an offering on account of what he has in hand? That is on the count of unawareness of the oath anyhow!"*
- N. *And R. Joseph?*
- O. *He may say to you, "Since as a matter of fact, if he had known that it was wheat bread, he would certainly have dropped it, it is a case of unawareness of the facts of the matter."*
- V.7.** A. *Raba asked R. Nahman, "If the man is subject to unawareness of both [the oath and the facts of the matter], what is the law?"*
- B. *He said to him, "Lo, he is responsible for unawareness of the oath, and he is liable on that account."*

- C. *To the contrary, since he also is unaware of the facts of the matter, he should be exempt!*
- D. *Said R. Ashi, "Let us examine the case. If it is on account of the oath that the man drops the bread, lo, we deal with a case of unawareness of the oath, and he is liable. If it were on account of the facts of the matter that he dropped the bread, then we deal with a case of unawareness of the facts of the matter, and he is exempt."*
- E. *Said Rabina to R. Ashi, "But does he refrain on the count of the oath unless it is also on the count of the facts of the matter, and does he refrain because of the facts of the matter unless it is on the count of the oath? [Of course not!] So the distinction makes no difference."* [Silverstone: when he is reminded of one of the facts, the oath, the character of the bread, he will not eat the bread, because he remembers the other fact; if he did not remember the other fact, he would not refrain, for the fact that he had sworn not to eat wheat bread would not matter if the loaf were not wheat, and the fact that it is wheat would not matter if he had not sworn the oath not to eat it.]

- V.8.** A. *Raba asked R. Nahman, [26B] "[With reference to the formulation, "whatever a man may utter in an oath:" this excludes one who is subject to constraint and not one who is forced to take the oath. He is not liable if he violates the imposed oath,] for what sort of inadvertent transgression of an rash oath framed concerning the past would someone be liable? If the man knew [at the time of taking the oath] that he was swearing falsely, it is deliberate violation of the oath; if he did not, then, concerning the past, this is an inadvertent violation of the law of taking oaths!"*
- B. He said to him, "It would involve one who says, 'I know that this oath is binding, but I do not know whether or not one is liable to present an offering on that account.'" [Silverstone: although it is a willful transgression, it is counted as unwitting, because he did not know about liability to the offering.]
 - C. *In accord with what authority is that formulation of matters?*
 - D. *It is in accord with Munbaz [Monobases], who has said, "Action taken in inadvertent ignorance of liability to an offering is classified as inadvertence."*
 - E. *Well, you may even claim that that case conforms to the theory of rabbis, [who hold that action taken in inadvertent ignorance of liability to an offering is not classified as inadvertence]. Where rabbis differ from Munbaz, it is in respect to everything else in the Torah, where there is no innovation [Silverstone: normally when extirpation is inflicted for willful transgression, an offering is brought for unwitting transgression but it is an innovation in the Torah in the case of oaths to make him liable for an offering for unwitting transgression to be required, since for willful transgression the punishment is merely a flogging]. But here, where it really is an innovation, they would concur with him. For in the rest of the Torah we do not find that unwitting transgression of a negative commandment, for the deliberate transgression of which the penalty of extirpation is not incurred, should make one liable for an offering; we deduce that fact from the ruling concerning idolatry. But here, it does make him liable to an offering, so even the sages concur [that not knowing the liability is classified as unwitting].*

- V.9.** A. *Rabina asked Raba, “If someone took an oath not to eat a loaf of bread and endangered his life because of not being able to eat it, what is the law?”*
- B. *“Obviously, if he has endangered his life, you will of course permit him to eat it.”*
- C. *“Rather, if he was distressed and so ate it in unawareness of his being subject to his oath, what is the law?”*
- D. *He said to him, “It has been taught as a Tannaite statement: He who would retract if he knew [and would not deliberately violate the law] presents an offering for his unintentional transgression; he who would not retract if he knew does not bring an offering for his unintentional transgression.”*
- V.10.** A. Said Samuel, “If one has made a decision in his heart [to take an oath], [for the oath to take effect,] he must express it with his lips, for it is said, ‘to utter with the lips’ (Lev. 5: 4).”
- B. *An objection was raised: “**With his lips**” — but not in his mind.*
- C. **How do we know that one who merely contemplates taking an oath but does not actually express it should be liable?**
- D. **Scripture says, “Whatsoever it be that a man shall utterly clearly with an oath” [cf. Sifra LV:1.2]**
- E. *There is a contradiction in the body of the foregoing. You have said, “**With his lips**” — but not in his mind. And then you have gone on to say, **How do we know that one who merely contemplates taking an oath but does not actually express it should be liable!***
- F. *Said R. Sheshet, “There really is no contradiction here. This is the sense of the formulation: **With his lips** — but not if he decided in his mind to utter it with his lips but did not do so. **How do we know that one who merely contemplates taking an oath [but does not actually express it should be liable]? Scripture says, ‘Whatsoever it be that a man shall utterly clearly with an oath’!**”*
- G. *Then for Samuel, this passage presents a challenge.*
- H. *Said R. Sheshet, “This is how to smooth out the problem. Say it as follows: “**With his lips**” — and not if he decided in his heart to specify, ‘wheat bread’ and he said, ‘barley.’ If he decided in his heart to utter ‘wheat bread’ but he said simply ‘bread,’ how do we know that he is liable? Because it is said, “Whatsoever it be that a man shall utterly clearly with an oath.””*
- I. *An objection was raised: “That which has come out of your lips you shall observe and do” (Deu. 23:24). I know only that if one has expressed with his lips [that oath that he had in mind, he is liable if he violates it]. How do we know that that is so even if he only decided it in his heart? Scripture says, “All who were willing-hearted brought an offering of gold to the Lord” (Exo. 35:22). [That is, only having made up in the heart to present the donation, they still kept the promise. Why does Samuel say that the oath is valid only if it is spoken?]*
- J. *That case is exceptional, since it is written, “All who were willing-hearted.”*
- K. *Then deduce [from that one case, the proposition that merely thinking it in one’s heart should suffice to form a valid oath].*
- L. *The reason to the contrary is that offerings to the tabernacle and Holy Things represent two verses that coincide [and say the same thing], and in any case in*

which there are two verses that say the same thing, there is no possibility of deriving the rule covering them for any other cases [since it was necessary for Scripture to make the same point twice, specifically in these two cases].

- M. *Well, that poses no problems from the perspective of him who concurs that in any case in which there are two verses that say the same thing, there is no possibility of deriving the rule covering them for any other cases. But from the perspective of him who maintains that in any case in which there are two verses that say the same thing, there is every possibility of deriving the rule covering them for any other cases, what is to be said?*
- N. *The one speaks of unconsecrated matter, the others of Holy Things, and a rule for unconsecrated affairs is not to be derived from the rule that governs Holy Things.*

I.1 simply includes a Tannaite complement. II.1, III.1, IV.1 all serve for Mishnah-exegesis or amplify the sense of the language of the Mishnah. But IV.1 has the additional merit of drawing into juxtaposition a variety of Mishnah-paragraphs on the same problem. V.1 enriches the Mishnah's dispute with a Tannaite formulation of the same matter. Nos. 2, 3 fill in the gap left at No. 1. No. 4 then provides another Tannaite formulation for the amplification of the Mishnah's rule, once more in dialogue with Scripture. Nos. 5, 6+7, 8, with further refinements at No. 9, provide a talmud to No. 4. No. 10 goes on with other treatments of the same set of verses.

3:6

- A. [27A] [If] he took an oath to nullify a commandment, but he did not nullify it, he is exempt [from penalty for violating the oath].
- B. [And if he took an oath to] carry out [a commandment] and did not carry it out, he is exempt.
- C. It is logical that he should be liable, in accord with the words of R. Judah b. Betera.
- D. Said R. Judah b. Betera, "Now if concerning matters of free choice, about which one has not been subjected to an oath at Mount Sinai, lo, one is liable on that account [if he swore to do a deed but did not do it] —
- E. "matters concerning a religious duty, about which one has been subjected to an oath at Mount Sinai — is it not logical that one should be liable on its account?"
- F. They said to him, "No. If you have stated the rule in regard to an oath concerning a matter of free choice, in which a 'no' is treated as no different from a 'yes,' will you say the same concerning an oath involving a religious duty, in which a 'no' is assuredly not treated as no different from a 'yes'!"
- G. "For if one has taken an oath to nullify [a religious duty] but did not nullify the religious duty, he is exempt."

I.1 A. *Our rabbis have taught on Tannaite authority:*

- B. Might one suppose that one who takes an oath to transgress a religious duty [but did not do so], he should be liable [vs. the proposition of M. Shebu.

3:6G: If one has taken an oath to nullify a religious duty but did not do so, he is exempt]?

- C. Scripture says, “to bad or good purpose,”
- D. just as doing good must be an optional matter, so doing bad must be an optional matter,
- E. thus excluding taking an oath to violate a religious duty [which is not a choice that people have at all] [Sifra LV:I.5].
- F. Might one suppose that if he took an oath to carry out a religious duty but did not do so, that he should be liable?
- G. Scripture says, “to bad or good purpose,”
- H. just as doing good must be an optional matter, so doing bad must be an optional matter, thus excluding taking an oath to carry out a religious duty but not carrying out the oath; in that case, one is exempt.
- I. Is it possible then that one who takes an oath to do injury to himself should be exempt [from the provisions of this offering]?
- J. Scripture says, “to bad or good purpose,”
- K. just as the good purpose is an optional one, so the bad purpose is an optional one.
- L. Scripture says, “to bad or good purpose,”
- M. just as the good purpose is an optional one, so the bad purpose is an optional one.
- N. So I exclude one who takes an oath to do injury to others but did not do so, for he has not got the option to do so.
- O. Or might I then exclude from the provisions of the oath at hand the one who takes an oath to do good for others?
- P. When Scripture says, “or good purpose,” it encompasses even doing good for others [Sifra LV:I.5]

I.2. A. What would be the definition of doing evil to others?

B. “I shall hit So-and-so and break his head.”

I.3. A. *But on what basis do you assume that the cited verses refer to optional matters? Perhaps they refer to carrying out religious duties?*

B. *Don't imagine such a thing! For we require that the doing good be analogous to the doing evil, and the doing evil be analogous to the doing good, for the verse establishes a verbal analogy between doing evil and doing good. Just as doing good is never accomplished through the nullification of a religious duty, so the doing evil likewise is never accomplished through the nullification of a religious duty. And doing evil itself must be like doing good: just as doing evil is not accomplished through the fulfillment of a religious duty, so the doing good cannot refer to the fulfillment of a religious duty, so doing good is really doing evil [in which case, the verse obviously cannot refer to religious duties at all but only optional matters].*

C. *Then it is not possible to define even an optional matter!* [Silverstone: according to your reasoning the verse cannot refer to optional matters either, for we may say

that the verse likens doing evil to doing good; just as doing good means a complete good, so doing evil must have a beneficial result.]

- D. *Well, since the word “or” was required in order to encompass doing good for others, we deduce that the cited verses of Scripture refer to optional matters. For if you should imagine that they refer to matters concerning religious duties, we should never require the word “or” to include doing good for others, on the basis of the argument that, since doing evil to others is encompassed, doing good is certainly encompassed.* [So the purpose of “or” is to differentiate between the cited phrases.]
- E. *But then is the purpose of “or” is to differentiate between the cited phrases?* [Silverstone: to do evil or to do good; without the ‘or’ we might have assumed that he is liable only if he swears both to do evil and to do good. Since ‘or’ is necessary, it cannot be said to be superfluous in order to include doing good to others.]
- F. *It is not necessary to differentiate between them* [since the word and can serve as well to be disjunctive, hence the verse could have said “and” and meant “or” (Silverstone)].
- G. *That poses no problem from the perspective of R. Jonathan, but from the viewpoint of R. Josiah, what is there to be said? For it has been taught on Tannaite authority:*
- H. “For every one who curses his father and his mother shall surely be put to death’ (Lev. 20: 9).
- I. “I know that the rule covers only one who has cursed both his father and his mother. How do I know that the rule is the same if he cursed his father without his mother, or his mother without his father?
- J. “Scripture states, ‘His father and his mother he has cursed, his blood shall be upon him’ (Lev. 20: 9) — he has cursed his father, he has cursed his mother,” the words of R. Josiah.
- K. R. Jonathan says, “The opening part of the verse bears the implication either that he has cursed both of them simultaneously or that he has cursed one of them by himself, [27B] unless the Scripture explicitly states that it must be ‘together.’”
- L. *You may even say that the proof accords with the principle of R. Josiah. He concurs with R. Aqiba, who expounds the verse by appeal to the principle of extension and exclusion, so that, while if you say the verse refers only to optional matters, it may exclude a religious duty; but if you say it refers to religious duties, then what can it exclude?* [Silverstone: for on the principle of amplification and limitation, only one thing is excluded, and that which most logically should be excluded is swearing to annul a religious duty; swearing to carry out a religious duty is automatically excluded, because every oath must be susceptible of application both negatively and positively.]

II.1 A. Said R. Judah b. Betera, “Now if concerning matters of free choice, about which one has not been subjected to an oath at Mount Sinai, lo, one is liable on that account [if he swore to do but did not do] — matters concerning a religious duty, about which one has been subjected to an oath at Mount Sinai — is it not logical that one should be liable on its account?” They said to

him, “No. If you have stated the rule in regard to an oath concerning a matter of free choice, in which no is treated as no different from yes, will you say the same concerning an oath involving a religious duty, in which a no is assuredly not treated as no different from a yes! For if one has taken an oath to nullify [a religious duty] but did not nullify the religious duty, he is exempt:”

- B. *Rabbis gave R. Judah b. Betera a perfectly good answer!*
- C. *R. Judah b. Betera?*
- D. *He may say to you, “Isn’t there the case of doing good to others? Even though by definition that does not encompass doing evil to others, it still is included by the All-Merciful. Here too, in the case of carrying out a religious duty, even though that would not apply to violating a religious duty, it still may be included by the All-Merciful [as a valid vow].”*
- E. *And rabbis?*
- F. *“There [as to doing good to others] there is still the negative possibility, namely, ‘I shall not do good to others,’ but here there is no applicable negative, e.g., ‘I shall not carry out the religious duty.’”*

I.1 complements the Mishnah’s statement with a Tannaite scriptural exercise. Its talmud is at Nos. 2, 3. II.1 expand on the debate presented in the Mishnah-paragraph.

3:7

- A. **“I swear that I won’t eat this loaf of bread,” “I swear that I won’t eat it,” “I swear that I won’t eat it” —**
 - B. **and he ate it —**
 - C. **he is liable on only one count.**
 - D. **This is a rash oath (Lev. 5: 4).**
 - E. **On account of deliberately [taking a rash oath] one is liable to flogging, and on account of inadvertently [taking a rash oath] he is liable to bring an offering of variable value.**
 - F. **As to a vain oath, they are liable for deliberately [taking a vain oath] to flogging, and for inadvertently [doing so], they are exempt.**
- I.1** A. *Why does the Tannaite framer have to encompass in his formulation all these cases, namely, “I swear that I won’t eat this loaf of bread,” “I swear that I won’t eat it,” “I swear that I won’t eat it”?*
- B. *In this formulation he tells us: the operative consideration is that he said, “I swear I shall not eat,” and then said, “I swear I shall not eat it,” on which account he is liable on only a single count. But if he had said, “I swear I shall not eat it,” and then said, “I swear I shall not eat,” he is liable on two counts.*
 - C. *That is in line with Raba, for said Raba, ““I swear I shall not eat this bread,” once he has eaten an olive’s bulk of it, he is liable. ‘...that I shall not eat it...,’ he is liable only when he will have eaten the whole of it.”*
- II.1** A. [1] **“I swear that I won’t eat this loaf of bread,”** [2] **“I swear that I won’t eat it,”** [3] **“I swear that I won’t eat it” — and he ate it — he is liable on only one count:**

- B. [Clearly, the liability is only on account of the first loaf, so] *why does the Mishnah's framer find it necessary to list the third oath?* [Silverstone: from the fact that the second oath does not take effect on the first, we already know that the third does not take effect.]
- C. *In this way he informs us that there is no liability [to present an offering], but the oath remains so that if grounds for absolution of the first or second oath should be found, it does take effect.*
- D. *So what?*
- E. *For the purpose of which Raba spoke, for said Raba, "If he got remission for the first oath, the second takes effect in its stead."*

II.2. A. *May we say that the following supports the opinion of Raba:*

- B. **He who took two vows as a Nazirite, counted out the first, and designated animals for the required offerings, and then sought absolution from the first from a sage, to declare it not bounding for him — the second vow to be a Nazirite takes the place of the first** [cf. [T. [Nezirut 2:15](#)]. [He does not have to observe another thirty days; since the first is absolved, the thirty days already counted serve to fulfill the second vow, and the offering is used for the same purpose. Here too, in the case of the oath, when the first is absolved, the second takes its place, as Raba says (Silverstone)].
- C. *Come off it! There the second vow of Naziriteship at least is in being, so that, if he had finished counting out the days for the first, he would have had to commence counting out the days for the second, even if there had been no absolution. But in our case, would the second oath have had any substance at all if it were not for the remission gained for the first?*

II.3. A. Said Raba, "If one took an oath concerning not eating a loaf of bread and was eating it but left an olive's bulk of it, he can then seek remission from the vow. If he ate the whole of it, he cannot then seek remission of the vow."

- B. *Said R. Aha b. Raba to R. Ashi, "What sort of case is before us? If the man had said, 'I shall not eat...', then from the first olive's bulk that he ate, he has already violated the restriction of the oath, and if he did not say, 'I shall not eat it,' then what difference does the olive's bulk make anyhow? [28A] Even if any small amount of the loaf were to be left, he should be able to gain remission of the vow!" [Silverstone: as long as he has not eaten it all, he has not yet violated the oath and may get remission.]*
- C. *If you want, I shall say, he said, "I shall not eat," and if you want, I shall say that he said, "I shall not eat it."*
- D. *If you want, I shall say, he said, "I shall not eat:" and since the remission takes effect even for the last olive's bulk, remission serves just as well for the first.*
- E. *...and if you want, I shall say that he said, "I shall not eat it:" now if he left an olive's bulk, it suffices to permit remission, but if not, there is not enough left for the remission to matter.*
- F. **An objection was raised: He who took two vows as a Nazirite, counted out the first, and designated animals for the required offerings, and then sought absolution from the first from a sage, to declare it not bounding for him — the second vow to be a Nazirite takes the place of the first** [cf. [T. [Nezirut](#)

2:15]. [Silverstone: this shows that remission may be gained from the first vow even after it has been completely fulfilled. Why in the case of the oath should he not be able to obtain absolution even after he has completely eaten the oath?]

- G. *Here with what sort of case do we deal? It is one in which he has not completed his rite of atonement [for the vow and he has not yet completed the vow so may obtain remission].*
- H. *But has it not been taught on Tannaite authority: Even if he completed his rite of atonement, he still can find remission of the vow.*
- I. *[We deal with a case in which] he had not yet made the hair-offering and this statement represents the position of R. Eliezer, who maintains that the hair-offering is an indispensable part of the rite.*
- J. *But does not the Tannaite formulation include the reference, “Even if he shaved, he can still get the vow remitted”?*
- K. *Said R. Ashi, “Well, are you really throwing in the case of Nazirite-vows? There is no basis for comparison. What made the second vow not take effect? The first — which is now no more!” [Silverstone? he vowed two vows, counted thirty days, now asks absolution from the first Why assume that the thirty days that have been counted are for the first vow and that it has been completed, so absolution is not possible? Since the sage can uproot the first vow, the result is that the thirty days serve for the second vow, and the counting for the first vow never started, so that when absolution is asked for the first vow, it is still intact, and absolution may be granted; but in the case of an oath, if he has already eaten the loaf completely, he has violated the oath; how can he now obtain absolution?]*
- L. *Amemar said, “Even if he ate the whole of it, he may seek remission on account of the vow. If the oath was violated unwittingly, he still has not presented the offering that is required. If it was violated deliberately, he still has not received his flogging. But if he has already been bound to the flogging pole, he can no longer seek remission of the vow.”*
- M. *That is in line with what Samuel said, for said Samuel, “If they tied him to the post and he fled from the court, he is exempt.”*
- N. *But that really isn't so, for in that case, the man ran away, and here he didn't.*

II.4. A. Said Raba, “‘I swear I shall not eat this loaf if I eat that one,’ and he ate the first [the one subject to the oath] inadvertently but the second [subject to the stipulation] deliberately, he is exempt. [Silverstone: an oath that is conditional upon performing another act does not take effect at the moment it is uttered, but at the moment the first act is performed; if at that moment, he remembers the oath, it takes effect, but if he has forgotten the oath, it cannot. If he ate the conditional one unwittingly and the forbidden one willfully, remembering the oath, he is exempt from flogging, though he ate the prohibited one willfully, because at the moment of the first act, eating the conditional one, when the oath was due to take effect, he had forgotten it.] If he ate the first deliberately and the second inadvertently, he is liable. If he ate both of them inadvertently, he is exempt. [At the moment he ate the first loaf, whichever it was, he had forgotten the oath, and it cannot take effect (Silverstone)]. **[28B]** If he ate both of them deliberately, *then, if he first ate the one subject to the condition and then the one that was to begin*

with forbidden, he is liable [to a flogging, assuming he was admonished, “Do not eat this loaf, because you have sworn not to eat it if you eat the first and you have eaten the first” (Silverstone)]. *If he first ate the one that was to begin with forbidden and then the one subject to the condition, the ruling brings us to the dispute between R. Yohanan and R. Simeon b. Laqish [on whether or not a doubtful warning is classified as a valid warning]*. One who maintains that a doubtful warning is classified as a valid warning holds him liable. One who maintains that a doubtful warning is not classified as a valid warning maintains that he is free of all liability.

- B. “If he made the eating of the one conditional upon the other, in this wise, ‘I shall not eat this one if I eat that one; I shall not eat that one if I eat this one,’ [in which case both loaves are conditional and subject to a prohibition as well], then if he ate this one deliberately, knowing the oath concerning it but not mindful of the oath concerning the other, and he ate the other deliberately, knowing the oath concerning it but not mindful of the oath concerning the other, he is exempt. [Silverstone: when he ate the first one, he remembered that he had sworn not to eat it, if he ate the other; but he forgot that he had also sworn not to eat the other if he ate this one. When he ate the second, he remembered that he had sworn not to eat it if he ate the first, but forget he had also sworn not to eat the first if he ate this. He is exempt from flogging for eating the second loaf, which he has just eaten willfully, but at the time the oath has to take effect, at the moment of the first act, that is, eating the first loaf, he had forgotten that he had sworn not to eat the second loaf if he ate the first; the second oath, therefore, does not take effect, and he is exempt from flogging or an offering for the first, because, though he ate it willfully, it was permitted at the moment of eating, since he had not then yet eaten the second.]
- C. “If he ate this one inadvertently [forgetting the oath] concerning it, but mindful of the oath concerning the other, and ate the other inadvertently [having forgotten the oath] concerning it but mindful of the oath concerning the first, he is liable. [Silverstone: When he ate the first one, he forgot that he had sworn not to eat it if he ate the second, but he remembered that he had sworn not to eat the second if he ate this; and when he ate the second, he forgot that he had sworn not to eat it if he ate the first but remembered that he had sworn not to eat the first if he ate this. Now for the second loaf he has to present an offering, for the second oath took effect at the moment of the first act, that is, eating the first loaf, for at that moment he remembered that he had sworn not to eat the second loaf if he ate the first. When he ate the second loaf, though he forgot the oath, he is liable, for it is a simple case of unwitting transgression, eating the loaf, having forgotten the oath not to do so. But he is not liable to a flogging for the first loaf, because at the moment of the eating of the first loaf, this oath, not to eat the first if he ate the second, did not take effect, for he had forgotten it.]
- D. “If he ate both of the unwittingly, he is exempt [Silverstone: for at the moment of the first act, when the oaths are due to take effect, he had forgotten them]. If he ate both willfully, then for the second he is liable [Silverstone: to flogging, if there was a proper warning, which in this case is possible: “Do not eat this loaf for you have sworn not to eat it if you eat the first, and you have eaten the first”]. As to

the first, *the ruling depends on the upshot of the dispute between R. Yohanan and R. Simeon b. Laqish [since this warning is subject to doubt].*

- II.5.** A. Said R. Mari, “So too we have learned in the Mishnah [that in the case of a conditional oath, the person must remember the oath at the time he meets the condition (Silverstone)]: **Four [types of] vows did sages declare not binding: (1) Vows of incitement, (2) vows of exaggeration, (3) vows made in error, and (4) vows [broken] under constraint [M. Ned. 3:1A]. Vows made in error: “... if I ate,” or “... if I drank,” and he remembered that he ate or drank; “... if I eat,” or “... if I drink” and he forgot and ate and drank [M. Ned. 4:3D] — that oath is not binding. And in this connection it was taught: just as vows made in error are not binding, so oaths made in error are not binding.**”
- II.6.** A. Efa repeated the Tannaite rulings on the laws of oaths in the household of Rabbah. His brother Abimi met him and asked him the following question: “‘I swear I have not eaten, I swear I have not eaten,’ [but the man did eat] — what is the law?”
- B. He said to him, “He is liable on only one count.”
- C. He said to him, “Wrong! Lo, a false oath has come forth from his mouth” [Silverstone: only in the case of an oath about the future can you say that the second oath does not take effect because the first has already bound the person, and the second is now an oath to fulfil a commandment, which is, the first oath; but in the case of an oath governing what has happened in the past, which is false as soon as it is uttered, why should he not be liable for the second or any number of later oaths?]
- D. “‘I swear that I shall not eat nine [figs], I swear that I shall not eat ten’ — what is the law?”
- E. “He is liable on each count.”
- F. He said to him, “Wrong! If he won’t eat nine, he also won’t eat ten.” [Silverstone: the second oath is covered by the first and does not take effect.]
- G. “‘I swear that I shall not eat ten figs, I swear I shall not eat nine,’ and he ate ten — what is the law?”
- H. “He is liable on only a single count.”
- I. He said to him, “Wrong! While he won’t eat ten, lo, nine he would eat” [Silverstone: the first oath was only for ten, but he was permitted to eat nine; the second prohibited nine; when he ate nine, he violated the second oath; when he ate another one, he violated the first.]
- II.7.** A. Said Abbaye, “Sometimes you may find conditions under which Efa’s ruling would work [that if one swore about ten and then nine but ate ten, he should be liable on only a single count]. It would accord with what a master said that Rabbah said, ‘If someone said, “I swear that I will not eat figs and grapes [together on the same day],” and then he went and said, “I swear that I will not eat figs,” [29A] and he ate figs, designated an animal for his offering, and then he went and ate grapes by themselves, but only in half of the specified quantity covered by the first oath [Silverstone: as soon as he had set apart the offering for the figs, they can no longer combine with the grapes to make him liable for the first oath, so he

is not now violating the first oath by eating the grapes, for the oath was grapes and figs],’ *he is not then liable for half the specified quantity.*

- B. *“Here too, we would have a case in which he said, ‘I swear I shall not eat ten figs,’ and then he said, ‘I swear I shall not eat nine figs,’ and he ate nine, set apart the offering, and then ate the tenth, the tenth is only part of the quantity, and for part of the quantity he is not liable.”* [Silverstone: If he had not yet set apart the offering for the nine figs and had eaten the tenth, he would have been liable for the first oath also; but not that he has set apart the offering for the nine, they no longer combine; he is now eating only one fig and is not violating the first oath.]

I.1, II.1 explain the formulation of the language of the Mishnah. No 2 then forms a talmud to II.1. No. 3 then is tacked on, a further supplement to 1.E. No. 4 then continues the line of sayings assigned to the same authority. Nos. 5-7 form appendices to No. 4.

3:8-9

3:8

- A. **What is the definition of a vain oath?**
B. **[If] one has taken an oath to differ from what is well known to people.**
C. **If he said (1) concerning a pillar of stone that it is made of gold,**
D. **(2) concerning a man that he is a woman,**
E. **(3) concerning a woman that she is a man —**
F **[if] one has taken an oath concerning something which is impossible —**
G. **(1) “... if I did not see a camel flying in the air ...,”**
H. **(2) “... if I did not see a snake as thick as the beam of an olive press ... ,”**
I. **[if] he said to witnesses, “Come and bear witness of me,”**
J. **[and they said to him,] “We swear that we shall not bear witness for you,”**
K. **[if] he took an oath to nullify a commandment —**
L. **(1) not to build a sukkah, (2) not to take lulab and (3) not to put on phylacteries —**
M. **this is a vain oath,**
N. **on account of the deliberate making of which one is liable for flogging, and on account of the inadvertent making of which one is exempt [from all punishment].**

3:9

- A. **“I swear that I shall eat this loaf of bread,” “I swear that I shall not eat it,”**
—
B. **the first statement is a rash oath, and the second is a vain oath.**
C. **[If] he ate it, he has violated a vain oath.**
D. **[If] he did not eat it, he has violated a rash oath.**

- I.1** A. Said Ulla, “And that is the rule if it [**a pillar of stone**] was already known to three men [that it was of stone, etc.]”

II.1 A. [if] one has taken an oath concerning something which is impossible — (1) “... if I did not see a camel flying in the air ...,” (2) “... if I did not see a snake as thick as the beam of an olive press ... :”

- B. *He doesn't say, “I swear that I have seen”! What is the sense of, if I did not see?*
C. *Abbayye said, “Repeat it as, ‘I swear that I have seen....’”*
D. Raba said, “We deal with a case in which he said, ‘May all the produce in the world be forbidden to me, if I did not see a camel flying in the air.’”

II.2. A. *Said Rabina to R. Ashi, “But maybe this man saw a big bird and called it a camel, and when he took the oath, he was thinking of his own usage. And should you say, we follow the meaning of what he has said and not what he had in mind, has it not been taught on Tannaite authority: When they impose an oath on him, they say to him, ‘You should know that we do not impose this oath upon you in accord with what is in your mind but in the mind of the Omnipresent and of the court.’ What is the operative consideration? Is it not because we say, ‘perhaps he gave him chess pieces instead of money but calls them money, and when he takes the oath, he is taking the oath that he gave him chess pieces that he calls money, that is to say, fully in accord with what is in his mind [instead of the general usage and intent of the language].”*

B. *No, there the reason is because of Raba's cane. [Reference is made to a case that came before Raba. The debtor was ordered to take an oath and handed the creditor a cane to hold while he took the oath. He then said, “I swear I have given the money to the creditor.” The creditor broke the cane and money fell out to the amount of the debt. The debtor had put the coins in a hollow cane, so the oath was true, he had given the money to the creditor. To avoid such a thing, the court warns the debtor that the oath is in accord with what is on their mind, not his. So the warning is necessary not because the man may have a mental reservation, but because he may take a true oath with trickery. So in an oath we may well go according to what is said and not what is intended.]*

C. *Come and take note: And so we find that, when Moses imposed an oath on Israel, he said to them, “Know that it is not in accord with what is on your minds that I impose this oath upon you, but in accord with what is in the mind of the Omnipresent and in accord with what is on my mind. Now why should this be the case? Let him say to them, “Just carry out what God has decreed.” Is the operative consideration therefore not that they might have in mind an idol [rather than God]? [Silverstone: they might in their own minds interpret the word “God” by “idol,” and hence an oath would be in accord with the mind of the one who takes it, and Moses had to warn them.]*

D. *No, it is because an idol also can be classified as god, in line with this verse: “gods of silver or gods of gold you shall not make” (Exo. 20:20).*

E. *Let him say to them, then, “Carry out the Torah.”*

F. *But they might have had in mind only one Torah [rather than both of them].*

G. *Then let him say to them, “Carry out both of the Torahs.”*

H. *But they might have had in mind “the torah of the sin offering and the torah of the guilt offering.”*

I. *“Carry out the entirety of the whole Torah.”*

- J. *Then they might have supposed that meant only not to worship idols, for a master has said, "The sin of idolatry is so weighty that one who denies idolatry is as though he had confessed to the entirety of the whole Torah."*
- K. *Then let him say to them, "Carry out the commandment."*
- L. *That could have meant only one commandment.*
- M. *Then let him say to them, "Carry out commandments."*
- N. *That could have meant only two.*
- O. *Then let him say to them, "Carry out all of the commandments."*
- P. *That could have meant only the commandment of wearing show-fringes, for a master has said, "The religious duty of show fringes is equivalent to all of the other religious duties."*
- Q. *Then let him say to them, "Carry out all six hundred and thirteen commandments."*
- R. *And in accord with your reasoning, he would have to say to them, "Accord to what is on my mind." Why did he have to add, "in accord with what is in the mind of the Omnipresent"?*
- S. **[29B]** *So it was to indicate that there would never be a remission to the oath that they were taking.*

III.1 A. "... if I did not see a snake as thick as the beam of an olive press ... :"

- B. *But is such a thing not possible? Lo, in the time of King Shapur there was one that swallowed thirteen hides stuffed with straw.*
- C. *Said Samuel, "He meant, striped [as to the stripings on the snake, which are like those of a beam of wood]."*
- D. *But they all are striped.*
- E. *He meant striped on his back.*

IV.1 A. "I swear that I shall eat this loaf of bread," "I swear that I shall not eat it, — the first statement is a rash oath, and the second is a vain oath:

- B. *So for a rash oath he is liable, but for a vain oath not? But the oath was taken in vain!*
- C. *Said R. Jeremiah, "Repeat it as: also for the rash oath." [Silverstone: if he did not eat it, he violates the rash oath also, in addition to the vain oath.]*

I.1 provides a minor clarification as to the facts of the matter. II.1 provides a clarification as well. Then No. 2 raises a very fundamental question about assessing the status of private meanings. III.1, IV.1 follow the program that has guided treatment of I.1 and II.1.

3:10-11

3:10

- A. **[The law governing] a rash oath applies (1) to men and women, (2) to those who are not related and to those who are related, (3) to those who are suitable [to bear witness] and to those who are invalid [to bear witness],**
- B. **(4) before a court and not before a court.**
- C. **(5) [But it must be stated] by a man out of his own mouth.**

- D. And they are liable for deliberately taking such an oath to flogging, and for inadvertently taking such an oath to an offering of variable value.

3:11

- A. [The law governing] a vain oath applies (1) to men and women, (2) to those who are not related and to those who are related, (3) to those who are suitable [to bear witness] and to those who are not suitable [to bear witness],
- B. (4) before a court and not before a court.
- C. (5) [But it must be stated] by a man out of his own mouth.
- D. And they are liable for deliberately taking such an oath to flogging, and for inadvertently taking such an oath, one is exempt [from all punishment].
- E. All the same are this oath and that oath:
- F. he who was subjected to an oath by others is liable.
- G. How so?
- H. [If] one said, "I did not eat today, and I did not put on phylacteries today,"
- I. [and his friend said,] "I impose an oath on you [that that is so],"
- J. and he said, "Amen,"
- K. he is liable.

- I.1** A. [and he said, "Amen," he is liable:] Said Samuel, "Whoever replies, 'Amen,' after an oath is as though he had personally expressed the oath [and is liable for it], as it is written, 'And the woman shall say, "Amen, amen"' (Num. 5:22)."
- B. Said R. Pappa in the name of Raba, "The same fact is to be derived by a close reading of a passage of the Mishnah and a further Tannaite formulation.
- C. *"For it is taught in the Mishnah: [The law governing] an oath of testimony (Lev. 5: 1) applies (1) to men and not to women, (2) to those who are not related and not to those who are related, (3) to those who are suitable [to bear witness] and not to those who are not suitable [to bear witness], and it applies only to those who are suitable to bear witness, before a court and not before a court, [and it must be stated] by a man out of his own mouth. "[If it was imposed] out of the mouths of others, they are liable only when they will have denied [their knowledge in court],"* the words of R. Meir. *And it has been taught in a further Tannaite formulation:* what is the character of an oath of testimony? He said to witnesses, "Come and testify in my behalf." They replied, "We swear that we have no testimony that concerns you," or, "We know no testimony for you," and he said, "I adjure you," and they said, "Amen," whether this was before a court or not before the court, "whether this was from their own statement or from the statement of others, since they have denied knowing testimony, they are liable," the words of R. Meir.
- D. *Now the two formulations obviously contradict one another.* [Meir holds that if other people impose the oath, the liability is only if the oath is taken in court, but the other passage has him say that even if adjured by others, they are liable even if the oath was not taken before a court (Silverstone)]. *Does it not follow that we must conclude that in the one case, he responded, "Amen," and in the other [the Mishnah's], he did not respond, "Amen."*
- E. *That is decisive proof.*

- F. *Said Rabina in the name of Raba, "Our Mishnah-paragraph likewise makes the same point, for it states: [The law governing] a rash oath applies (1) to men and women, (2) to those who are not related and to those who are related, (3) to those who are suitable [to bear witness] and to those who are invalid [to bear witness], (4) before a court and not before a court. (5) [But it must be stated] by a man out of his own mouth. So it is in particular if he uttered it with his own mouth that he is liable, but not if it was from the mouth of others. And yet it further states, All the same are this oath and that oath: he who was subjected to an oath by others is liable. So the clauses surely contradict one another! Does this not then mean that [the last clause] refers to a case in which he said, "Amen," and the earlier one, where he did not?*
- F. *Then what does Samuel tell us [“Whoever replies, ‘Amen,’ after an oath is as though he had personally expressed the oath/”]*
- G. *What he teaches us is how to read our Mishnah-paragraph and draw the proper conclusion. [Silverstone: the Mishnah indicates that liability if adjured by others is incurred only if one said “amen,” and we should not think that the first clause, in stating that the oath must be uttered by himself, does not thereby exclude adjuration by others, but mentions it merely because it is more usual for the oath to be uttered by himself; the last clause, stating that adjuration by others makes him liable if he responds Amen does not imply that if he does not respond Amen he is not liable, but merely because this is the ordinary way to respond to an oath. Samuel holds that the Mishnah makes this distinction in adjuration by others between the case where amen is said and the case where not.]*

I.1 explains the indicated language of the Mishnah.