

Introduction to Tractate Nedarim

The Scripture addresses the taking of vows in Num. 30: 1-16. Most of the passage presents the enforcement or abrogation of vows made by a daughter while in her father's house or subsequently of a wife in her husband's house. The essential ruling is that a person is not to break his word but to keep "all that proceeds out of his mouth." Honorable folk do not vow at all.

- I. The language of vows
 - A. Euphemisms
 - B. Language of no effect
 - C. Language of limited effect
- II. The binding effects of vows
 - A. Vows not to derive benefit
 - B. Vows not to eat certain food
 - C. Vows not to use certain objects
 - D. The temporal limitation in vows
- III. The absolution of vows
 - A. Grounds for the absolution of vows
 - B. The annulment of the vows of a daughter
 - C. The annulment of the vows of a wife
 - D. The husband's power to annul the wife's vows: special rules
 - E. Vows of a woman that are not subject to abrogation

Scripture treats the matter as principally one involving women—wives and daughters—while the Talmud presents it as a sex-neutral matter, treating vows made by men and women alike. The presentation of the law in *Nedarim* starts with the definition of a vow and then proceeds to consider the effects of a vow upon what a person may or may not do, most frequently with respect to what they eat. It concludes with a detailed look at how, on diverse grounds or pretexts, one may gain absolution from a vow and release its binding character.

The law begins by considering the language used in vows that is "null," or without consequence. Euphemisms are null because they contradict reality. Language that refers to idols or idolatry, by virtue of their unreality, is not effective. Language used without adequate reflection, e.g., vows of incitement, on the one hand, and vows of exaggeration, on the other, are null because the vow does not follow from much thought. Moreover, the intention behind the language of such vows is inappropriate. Vows of incitement, e.g., to purchase an object at a given price, embody inappropriate intentionality; they are only meant to influence the other. Vows made in error, like acts of consecration made in error, do not reflect the intention of the speaker, and so are null. Obviously vows broken under constraint are null. Along these same lines, one may intentionally take a false vow to save

life or limb or to deceive the thief and the tax-collector (who was regarded as one and the same).

Vows are remitted or lose effect when the conditions specified in them have been realized or proven null. They also are remitted when the purpose of the vow is shown to have been spurious, e.g., “Did you not speak only to do me honor? But this [not taking your wheat and wine for my children] is what I deem to be honorable!” Further, vows cannot in the end take effect so as to bring about the violation of existing obligations or contracts. A vow against what is written in the Torah is null; one that violates the marriage contract is ineffective; one that requires dishonoring parents is null. Vows that contradict the facts explicitly invoked in making them are null. The point is obvious: language takes effect only when the facts and intentions embodied in the language are valid.