

BABYLONIAN TALMUD  
ARAKHIN  
CHAPTER FIVE

FOLIOS 19A-24A

5:1

- A. He who says, “My weight is incumbent on me [as a pledge to the sanctuary]” pays his weight —
- B. if [he said], “Silver,” [then he pays] in silver;
- C. if [he said], “Gold,” [then he pays] in gold.
- D. It once happened that the mother of Yirmatyah said, “The weight of my daughter is incumbent on me.” And she went up to Jerusalem, and weighed her [Yirmatyah], and paid her weight in gold.
- E. [He who says], “The weight of my hand is incumbent on me [as a pledge to the sanctuary]” —
- F. R. Judah says, “He fills up a jar and pokes it [his hand] in up to the elbow. And he weights out the meat of an ass, with the sinews and bones. And he puts it [the ass-meat] into it [the jar] until it [the jar] is filled [to the brim as the water rises].”
- G. Said R. Yosé, “And how is it possible to treat as equivalent one kind of flesh and another, and one kind of bones and another? But:
- H. “They estimate how much the hand is likely to weigh.”
- I.1.** A. *What is the meaning of, If he said, “Silver,” then he pays in silver, if he said, “Gold,” then he pays in gold [M. 5:1B-C]?*
- B. Said R. Judah, “If the man stated explicitly, ‘silver,’ then he pays silver, if he explicitly specified, ‘gold,’ then he pays in gold.”
- C. *That is self-evident!*
- D. *Lo, what it informs us is that the reason [one pays as specified] is that the man has made an explicit statement to that effect.*
- E. *But, if he had not made an explicit statement, he can ransom himself [paying off his obligation] in anything at all.*

- F. *That accords with Rahbah's view, for Rabbah said, "In a place in which people sell pitch by weight, one may redeem himself even with pitch.*
- G. *That too is self-evident.*
- H. *No, indeed it is necessary to make that point explicit, for there are places in which people weigh pitch, and there are places in which they sell it by measure.*
- I. *What, then, might a person have held? Since it is not the case that all parties normally measure it, it may not serve. Thus we are informed that the opposite is the case.*
- J. *Said R. Pappa, "In a place in which people sell onions by weight, one may pay off his pledge even through onions."*
- K. *That is self-evident!*
- L. *No, it is necessary to make the point explicit, for when people weigh onions [for sale], the seller may toss in two or three more [and thus, he does not in fact sell them by weight].*
- M. *What might one have claimed? On that account, the onions fall out of the classification of what is sold by weight. Thus we are informed [that that is not the case].*

## **II.1 A. It once happened that the mother of Yirmatyah... [M. 6:1D:]**

- B. *[Since the story makes clear that the mother did not specify she would pay in gold, yet she paid in gold,] does the inclusion of the precedent serve to contradict [the foregoing rule, that it is only when one specifies he will pay in gold that one pays in gold]?*
- C. *[No, that is not the case.] The formulation of the Mishnah-rule lacks a necessary clause, and this is how it should be repeated: "And if it is an important person, even though he has not made it explicit that [he will pay in silver or gold,] we rule that [he must pay] in accord with his standing.*
- D. *[Then we introduce the precedent, as follows:] **It once happened that the mother of Yirmatyah said, "The weight of my daughter is incumbent on me." And she went up to Jerusalem and weighed her and paid her weight in gold [M. 5:1D].***

- ## **II.2. A. Said Rab Judah, "He who says, 'My stature is incumbent on me' must give a staff that cannot be bent [but is of thick metal].**
- B. *"...the length of my stature is incumbent on me' gives a staff which can be bent [and is not necessarily thick metal, but thin and of less value]."*
  - C. *They objected [by citing T. **Arakh. 3:1**]: "[He who says,] 'My stature is incumbent on me,' [or] 'My full stature is incumbent on me' [in either case] pays over a staff that cannot be bent."* [Accordingly, the distinction Judah has proposed is not validated in the formulation of the passage at hand.]
  - D. *[Judah] has stated matters in accord with the principle of R. Aqiba, who interprets [meanings imputed by the use of] superfluous words [in the formulation of a passage].*
  - E. *For we have learned on Tannaite authority: **[He who sells a house has not sold] either the cistern or the winepress, even though he wrote in the deed, "[the property's] depth and height."***

- F. “And the seller has to purchase from the buyer a right of way,” the words of R. Aqiba.
- G. And sages say, “He does not have to do so.”
- H. And R. Aqiba concedes that, when the seller said to him, “Except for these,” he does not have to buy himself a right of way [cf. M. B.B. 4:9E-I].
- I. *Thus since the man did not have to say a thing but did make the statement at hand, it serves to add an additional matter to the transaction.*
- J. *Here too, since the man did not have to say anything at all, but he did make the [qualifying] statement at hand, it serves to add an additional matter.* [Jung, p. 113, n. 1: “Full” is a superfluous phrase, stature implies the full height. Hence the additional suggestion: It is only as to the full height that I assume obligation, but as to thickness, that may be as slender as possible.]

**II.3.** A. *The following question was raised:*

- B. [If one said, “My stand” **[19B]**, what is the meaning of that statement?
- C. [If he said,] “My thickness,” what is the meaning of that statement?
- D. [If he said,] “My sitting,” “My thickness,” “My circumference,” what is the meaning of those statements?
- E. *The questions stand, [there being no answer]. [All of these formulations prove ambiguous and may bear a number of meanings.]*

**III.1** A. “The weight of my hand is incumbent on me” [M. 5:1E]:

- B. *Our rabbis have repeated [the following verse] on Tannaite authority* [given in T.’s version, with slight differences from Bavli’s]:
- B. [He who says], “The weight of my hand is incumbent on me” gives [the equivalent of the weight] up to the elbow [M. Ar. 5:1E].
- C. [He who says], “The weight of my foot is incumbent on me” gives [the equivalent of the weight] up to the ankle.
- D. How does he carry out [the measure]?
- E. Rabbi Judah says, “He brings a jar full of water and puts his hand in it up to the elbow. He puts in his foot up to the ankle.
- F. “And he brings ass-meat, sinews and bones. He weighs it out and puts into it [the water] meat equivalent in volume to his meat and bones equivalent in volume to his bones. [The amount of water displaced indicates that the meat equals the weight of his hand or foot.] [M. Ar. 5:1F].
- G. “Even though there is no proof for such a procedure, there is an allusion to it: ‘Whose flesh is the flesh of asses’ (Eze. 23:20).”
- H. Said to him R. Yosé, “How is it possible to treat as equivalent one kind of flesh and another, and one kind of bones and another? [M. Ar. 5:1G].
- I. Said to him R. Judah, “They make a rough estimate of it.
- J. Said to him R. Yosé, “While they are making a rough estimate of it, let them make a rough estimate of the hand — how much it weighs, and of the foot — how much it weighs!” [M. Ar. 5:1G-H]. [T. Ar. 3:2].

**III.2.** A. Up to the elbow [of the foregoing]:

- B. *Now the following objection was raised:*

- C. The washing for purposes of sanctification of hands and feet in the sanctuary is to be up to the joint [of the palm or foot, not all the way up to the elbow].
- D. *That indeed is the rule supplied by the Torah.* But as to vows you follow the normal usage of ordinary people [who make vows, interpreting what they are likely to mean by the language they use].
- E. *And is it the case that, in accord with the rule of the Torah,* one needs to wash only up to the joint [because this is what people mean when they refer to a hand]?
- F. *And lo, in regard to the placing of phylacteries, concerning which it is written in Scripture, “Your hand” (Exo. 13: 9), it has been taught on Tannaite authority by the house of Manasseh, ““Your hand” means [the phylactery is placed] on the biceps muscle.”*
- G. *In the language of the Torah it indeed involves the whole of the biceps muscle. But in matters of vows, one follows the usage of ordinary people.*
- H. *And as to the matter of the washing for purposes of sanctification of the hands and feet in the sanctuary, it is a practical law that has been handed on.*

### **III.3. A. The foot up to the knee [of the foregoing]:**

- B. *The following objection was raised: “Feet” (Exo. 23:14) excludes people with wooden legs. [That is, in connection with making a pilgrimage, the use of the word, “feet,” indicates that people with artificial feet are not required to make the pilgrimage. Thus, in context, the foot does not stretch up to the knee, but includes only the foot up to the ankle.]*
- C. In matters involving vows, interpret what people say in terms of the ordinary usage.
- D. *And so far as the law of the Torah is concerned, does the term foot exclude people with wooden legs [Jung]?*
- E. *Now, lo, with respect to the rite of removing the shoe [in connection with freeing a deceased childless brother-in-law’s wife from having to marry a surviving brother in line with Deu. 25: 5-10], it is written, “From his foot” (Deu. 25: 9), on which it has been taught on Tannaite authority, If she removed the shoe from the knee and below, her act of removing the shoe is valid. [Hence do we have a case in which, when the Torah uses the word, “foot,” it means the leg from the knee and downward.]*
- F. *That case is different, for the language of Scripture is, “From off his foot,” [which then encompasses a larger part of the leg than would normally be the case].*
- G. *If that is so, then if the woman unstrapped the sandal even above the knee, it should be a valid act of removing the shoe.*
- H. Scripture states, “From upon...,” and not “From over above the upper part....”
  - I. *Said R. Papa, “From the foregoing discussion it is to be inferred that the istawira [the ankle] down to the ground [Jung: “The entire length of the foot from the ankle.”] For if you think that it is treated as divided into two parts, then the istawira should be above the foot, and the thigh should be “over above the foot.”*
  - J. *R. Ashi said, “You may even maintain the view that it is divided into two parts. But whatever is horizontal with the foot [including the anatomical part called the istawira] falls into the category of the foot.”*

The point of M. 5:1A-C + D requires no comment. Since, D, the mother was rich, it was assumed she meant gold. E-H's problem is how to estimate the weight of the hand, in line with A-C. Judah proposes to figure out the volume and to weigh out an equivalent volume of ass-meat. Yosé's objection is valid, but his solution is not impressive. The Talmud follows a kind of classic program in complementing and then expanding the range of discourse of the Mishnah-paragraph. First we have a careful exposition of the meaning of the formulation given in the Mishnah, units I-II. We proceed, unit III, to introduce a complementary proposition relevant to the principle of the Mishnah, itself subjected to expansion. It would be difficult to imagine a more thorough confrontation with the Mishnah-passage at hand.

## 5:2A-B

- A. [He who says], "The price of my hand is incumbent on me" — they make an estimate of him: how much is he worth with a hand, and how much is he worth without a hand?
- B. This rule is more strict in connection with vows than in connection with Valuations.
- I.1 A. [they make an estimate of him: how much is he worth with a hand, and how much is he worth without a hand:] *How do we make an estimate of his value?*
- B. Said Raba, "They make an estimate of his value in the manner in which one makes an estimate for purposes of assessing damages [in personal injury cases. The man then is viewed as a slave on the block, assessed as to his value with, and without, a hand.]"
- C. *Said to him Abayye, "Are the two cases parallel? There [in the case of assessing damages to be paid for injuries], the man [has been injured and so] is diminished in value, while here he is in good shape [since at issue is only assessing the value of a healthy man's hand]."*
- D. [In answer to the question at A] Abayye said, "They make an estimate of how much a person is willing to pay for a slave who performs work with one hand only, as against one who works with both hands."
- E. With one hand? *What is the sense, that the other is cut off? Then this is the same [case to which you objected just now at B, that is, where the estimates do not deal with parallel situations at all.]*
- F. Rather, we deal with an estimate of the value of a slave who is sold when] one hand is written over to his original master [and not available for service to the purchaser, who gets work only with one hand. Then we have a slave in good shape, just as in the present case, and so a meaningful estimate can be reached.]
- I.2. A. *Raba raised the following question: "[If a court] made an estimate of a man for purposes of compensation for personal injury, and the man said, 'My value is incumbent on me [for the Temple],' what is the law?*
- B. *"Do we rule, lo, the man already has been assessed once [and that assessment remains valid]?"*
- C. *"Or is it the case that an estimate of one's value made by a court of ten [such as is required for Valuations] is different from an estimate of value reached by a court of three [such as assesses damages for personal injury]?"*

- D. *“If, further, you conclude that the case of an assessment reached by a court of ten is different from an assessment reached by a court of three, [then we deal with a further case, namely:] [If] the man said, ‘My value is incumbent on me,’ and they estimated him [and assigned a figure owing to the Temple], and he went and said again, ‘My value is incumbent on me,’ what is the law?”*
- E. *“Here, on the one side, we most certainly have a case in which a court of ten has conducted the assessment.*
- F. *“Or perhaps the man has increased in value in the interval [so a new assessment is called for]?”*
- G. *“[If, further, the man] said, ‘My value is incumbent on me,’ and [the court] did not make an assessment of his value, and then he went again and said, ‘My value is incumbent on me,’ what is the law?”*
- H. *“Here most certainly [20A] we assess the man’s value one time only.*
- I. *“Or perhaps, since the man took the vows one after another in two successive acts, do we also conduct two successive assessments of his value?”*
- J. *“And if, further, you should determine to rule that, since the man took the vows one after another in two successive acts, we also conduct two successive assessments of his value, [then what is done if the following occurred]?”*
- K. *“If the man said, ‘Two assessments of my value are incumbent on me,’ what is the law?”*
- L. *“Here the man most certainly has taken a vow [two times] simultaneously, so we assess him [for both vows] simultaneously.*
- M. *“Or perhaps, since the man spoke of ‘two [assessments],’ it is as if he had said [his vows] in sequence, one after the other.*
- N. *“And if you find reason to rule that, since the man spoke of ‘two [assessments],’ it is as if he had said [his vows] in sequence, one after the other, [then what is done if the following occurred]?”*
- O. *“If [a court] assessed his value quite en passant [and not with a vow in mind], what is the law?”*
- P. *“Do we rule, lo, it is an assessment made en passant, and it stands? Or perhaps do we require the explicit intention to conduct an assessment [for a particular purpose]?”*
- Q. *One may solve one [of the stated questions] from that which we have learned:*
- R. **[He who said], “My worth is incumbent on me,” and who died — the heirs do not pay off the vow, for corpses have no worth [M. 5:2F-G].**
- S. *Now if you wish to maintain the view that, in the case of an assessment conducted en passant [on its own and quite tangentially], we have a valid assessment, lo, in this instance the man’s assessment stands. [How so?] Is there such a thing as a person who is not worth at least four zuz [when alive]? [So the answer to the question at hand is negative.]*
- T. *[No, that is not necessarily so. Why not?] One who has been assessed in value has been assessed [in some way or another] but one who has said, “My worth is incumbent on me,” has not yet been assessed at all.*

Unit I clarifies the role of M. 5:2A by explaining how the estimate required by the Mishnah's law is reached. I.2 presents a sequence of successive questions, bearing no relationship at all to M. 5:2A-B. Had the unit occurred after M. 5:2F-G, it would make more sense. Perhaps, when the Talmud was printed not broken up by Mishnah-paragraphs, the item fit in better. But the following Mishnah-passage begins with a standard genre, namely, an extended complement taken out of the Tosefta. It would not have been likely for the Talmud's treatment of what is to come to begin with unit I.2 in preference to the sort of material with which it in fact commences.

### 5:2C-5:4

- C. More strict is the rule in connection with Valuations than in connection with vows.**
- D. How so?**
- E. He who says, "My Valuation is incumbent on me" and then dies — the heirs must pay [the Valuation].**
- F. [He who says], "My worth is incumbent on me" and then dies — the heirs do not pay [the vow].**
- G. For corpses have no price [worth].**
- H. [He who says], "The Valuation of my hand, or the Valuation of my foot is incumbent on me" has not said a thing.**
- I. [He who says], "The Valuation of my head," or "the Valuation of my liver is incumbent on me" pays the Valuation of his whole person.**
- J. This is the general principle: [If he refers to] something on which life depends, he pays the Valuation of his whole person. — M. 5:2**
- A. [He who says], "Half of my Valuation is incumbent on me" pays half his Valuation.**
- B. [He who says], "The Valuation of half of me is incumbent on me" pays the whole of his Valuation.**
- C. [He who says], "Half of my price is incumbent on me" pays half of his price.**
- D. [He who says], "The price of half of me is incumbent on me" pays the whole of his price.**
- E. This is the general principle: [If he refers to] something on which life depends, he pays the Valuation of his whole person. — M. 5:3**
- A. He who says, "The Valuation of so-and-so is incumbent on me" —**
- B. [If] the one who makes the vow and the one concerning whom the vow is made die —**
- C. the heirs [of the former] pay the pledge.**
- D. [If he said], "The price of so-and-so is incumbent on me" [and] the one who makes the vow dies, the heirs must pay the vow.**
- E. [If] the one concerning whom the vow is made dies, the heirs do not have to pay.**
- F. For corpses have no price [value]. — M. 5:4**



- I.1** A. *Our rabbis have taught:* A strict rule applies to vows [to pay the value price] which does not apply to Valuations, and to Valuations which does not apply to [vows to pay] the price.
- B. [For vows to pay] the price apply to man and beast, to live and slaughtered [beasts], to whole ones and to limbs,
- C. And they apply without regard to ability to pay,
- D. which is not the case for Valuations [T. Ar. 3:5].
- E. A more strict rule applies to Valuations: how so?
- F. For Valuations are subject to a fixed sum deriving from the Torah,
- G. which is not the case of [vows to pay] the price.
- H. He who says, “The Valuation of so-and-so is incumbent on me,” and who dies, is liable [through his estate to pay the pledged Valuation] [M. Ar. 5:4A-C].
- I. [He who says], “The price of this beast is incumbent on me” and who dies is liable.
- J. [He who says], “The price of this beast is incumbent on me,” and the beast dies — the one who vows is liable.
- I.2.** A. If one said, “My Valuation is incumbent on me,” and he died, his heirs [estate] must pay the pledge [I H, above].
- B. *Does that statement imply that a loan made orally [not secured by a bond] is to be collected from the heirs? [That is ordinarily viewed as moot and not settled.]*
- C. *The present case is to be distinguished from an ordinary one [of an orally-secured loan], for in fact [what is owing] is in the status of a loan that accords with what is written in the Torah.*
- D. *May we then infer that a loan in accord with what is written in the Torah is in the status of a loan that is written up in a bond?*
- E. *With what sort of matter do we deal? It is a case in which one has gone to court [to make sure the payment is exacted].*
- F. *Then along these same lines, in the case of him who said, “My value is incumbent on me,” if he has gone to court, why should the heirs not pay [contrary to M. 5:2F]?*
- G. [If one has said,] “My value is incumbent on me,” he has not yet been subjected to an assessment [as to his value], while if he has said, “My Valuation is incumbent on me,” in no way has he not yet been subjected to an assessment [since the Torah has dictated his exact value for purposes of Valuations].
- II.1** A. He who says, “The Valuation of my hand or the Valuation of my foot is incumbent on me” [has not said a thing] [M. 5:2H]:
- B. Said R. Giddal said Rab, “But he still must pay its value.”
- C. *But lo, the passage of the Mishnah is formulated as, He has not said a thing, [so why should he have to pay]?*
- D. *So far as the rabbis [who form the majority in the matter] are concerned, he has said nothing. But in the view of R. Meir, he has to pay the value [of the limb, since, as we recall, Meir maintains that people do not utter thoughts purposelessly,*



and so it was the man's intent to declare liability for such a gift, even though, in strict law, there is no such liability].

- E. *Lo, this very matter has been stated once before, for R. Giddal said Rab said, "He who says, 'The Valuation of this utensil [which, of course, is not subject to Valuation at all] is incumbent on me' must pay the value of the utensil."*
- F. *[Why should the same point be made yet a second time]? What might you have said? In that other case [about the utensil] the ruling is that a person must pay because he knows that a Valuation does not pertain to a utensil. The donor therefore deliberately made the declaration [using the language of Valuations but] intending to pay the actual market worth [of the object].*
- G. *But in the present case, there was a genuine error, for the donor imagined that, just as there is the possibility of making a pledge of Valuation for one's head or liver [M. 5:2I], so there also is the possibility of declaring a vow of Valuation for the hands or feet. [That is why the donor made the statements at hand, but he was in error, and, in any event,] never made a declaration covering the market worth [of the hands or feet. Such a declaration never was in mind].*
- H. *Accordingly, we are informed that that is not the case.*

**III.1 A. [He who says,] "The Valuation of my head," or "the Valuation of my liver is incumbent on me" pays the Valuation of his whole person [M. 5:2I]:**

- B. *What is the scriptural basis for that rule? "[The Valuation of] souls" (Lev. 27: 2) is what the All-Merciful has said, [covering what sustains the person's life].*

**IV.1 A. This is the general principle: If he refers to something on which life depends, he pays the Valuation of his whole person [M. 5:2J].**

- B. *What does the augmentative language [of the general principle] serve to encompass?*
- C. *It includes [a statement referring to any part of the body] from the knee upwards.*

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

- B. **[He who says,] "Half of my Valuation is incumbent on me" pays half his Valuation [M. 5:3A].**
- C. **R. Yosé b. R. Judah says, "He is flogged and furthermore pays his entire Valuation" [T. Ar. 3:3D].**
- D. *Why is there a flogging?*
- E. *Said R. Papa, "[It is not that he is actually flogged, but he is] penalized and pays [as an indemnity] a complete Valuation."*
- F. *What is the reasoning for such a view?*
- G. *It is a matter of a supererogatory decree [that one must pay a full Valuation for using the language, "a half-Valuation,]" on account of the consequences of using the language, "The Valuation of half of me" [is incumbent, in which case the man pays the whole of his Valuation (M. 5:3B)], on account of the language's encompassing a matter on which life depends."*

**V.1 A. He who says, "Half of my Valuation is incumbent on me" pays half his valuation. He who says, "The Valuation of half of me is incumbent on me" pays the whole of his Valuation [M. 5:3A-B].**

- B. *What is the scriptural basis for this rule?*

C. “[The Valuation of] souls” (Lev. 27: 2) *is what is written*.

**VI.1 A. This is the general principle: If he refers to something on which life depends, etc. [M. 5:2J]:**

B. [The augmentative language] serves to encompass [a statement referring to any part of the body] from the knee upwards.

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

B. He who pledges a half-Valuation —

C. R. Meir says, “He pays the market-value [of the person concerning whom one has made that pledge].”

D. And sages say, “He has said nothing at all.”

E. *Raba fell ill. Abayye and rabbis came to visit him and went into session [by his bedside] and engaged in discourse:*

F. *[They observed,] “Now there is no problem with the view of R. Meir, for he maintains the principle that a person does not use language purposelessly.*

G. “He therefore sees no difference between [an obligation to pay] the whole [value of the body or half]. [Since the life depends upon half of the body its value is equivalent to the value of the whole.]

H. “*But in the view of rabbis, what theory can be at hand? If they maintain that a person does use language purposelessly, then even the whole of the Valuation one should not have to pay.*

I. “If they maintain that a person does not use language purposelessly *then [he ought to pay even where at issue is a vow of] half of the valuation.*”

J. *Said Raba to them, “Rabbis in the present instance accord with the principle of R. Meir. But they also concur with the principle of R. Simeon.*

K. “*They indeed accord with the principle of R. Meir, maintaining that a person does not use language purposelessly.*

L. “*They accord with the principle of R. Simeon who has said that [the man is exempt because] the man has not made a voluntary donation in the way in which people usually make pledges. It is usual to make a pledge of a full, but not a half [donation, and hence in this case rabbis hold the man has not made an effective pledge at all.]”*

**VII.1 A. He who says, “The Valuation of so-and-so is incumbent on me” — if the one who makes the vow and the one concerning whom the vow is made die, the heirs [of the former] pay the pledge [M. 5:4A-C].**

B. *What are the circumstances at hand?*

C. *[If we theorize] that the [person subject to Valuation] has already stood in court, then that is the same as [the case above, II]. [So why repeat the rule?]*

D. *It was necessary to present matters so as to lay out the concluding rule: If one said, “The price of so-and-so is incumbent on me” and the one who makes the vow dies, the heirs must pay the vow [M. 5:4D].*

E. **[20B]** What might you have said [to reach a contrary conclusion]?

F. *Since the man had not yet been assigned a specific value [prior to his death], the property [of the one who took the vow] has not yet been encumbered [so that, if he dies, his estate does not have to pay off the claim of the Temple].*

- G. *Accordingly, we are informed [that that is not the case. Why not?]*
- H. *Since he stood before the court, his property indeed has been encumbered, but as to the specification of the exact estimate of value, that is merely a post facto statement [of an obligation already automatically incurred].*

We turn to a pledge of the price of the hand. The differing rules for pledges of Valuations as against those for vows of price are covered at M. 5:2E-J, M. 5:3, M. 5:4 (+ M. 5: 5). The main point is that in the case of a Valuation, we have a fixed amount, which, once pledged, must be paid. In the case of a vow — e.g., the pledge of one's price or value — the result is variable. E-F + G are clear as stated. The Valuation has a fixed definition and must be paid. But the price of the man depends upon the situation at the point at which the estimate is to be made, G. H of course contrasts to A, since someone can pledge the price of his hand, but not the Valuation of his hand. It is difficult, however, to claim that in the beginning were A, H, which then were separated and augmented. In fact, H goes together with I, and both are explained at J. If the man pledges the Valuation of his head, he has spoken of something essential to his life, therefore pays his whole Valuation. But there is no such thing as a Valuation of the hand. M. 5:3 goes over the ground of M. 5:2H-J. A person can pledge half his Valuation. But if he pledges the Valuation of half of himself, he must pay the whole, in line with M. 5:3E. Now the same rule applies to vows of one's price. The framer of the Talmud presents a systematic exegesis of important clauses of the Mishnah.

### 5:5

- A. [He who says], "This ox is a burnt-offering," "This house is qorban,"
- B. [if] the ox died or the house fell down,
- C. is not liable to pay.
- D. [If he said], "[The price of] this ox is incumbent on me for a burnt-offering," or "[the price of] this house is incumbent on me as qorban,"
- E. [if] the ox died or the house fell down,
- F. he is liable to pay.
- I.1** A. [If he said, "The price of this ox is incumbent on me for a burnt-offering," or "the price of this house is incumbent on me as qorban," if the ox died or the house fell down, he is liable to pay:] Said R. Hiyya bar Rab, "[The rule] applies only if the man said, 'The price of this ox is incumbent on me for a burnt-offering,' but if he had said merely, 'This ox is incumbent on me for a burnt-offering,' since the man has made explicit reference to this [ox] as owing for a burnt-offering, [if] the ox died, the man is not liable to make it up,
- B. "for he had indicated merely that it was incumbent on him to offer up that [particular ox]."
- C. People objected [by citing the following passage of Tosefta:]
- D. [He who says], "This ox is a burnt-offering" — the ox is deemed a burnt-offering. And it is subject to the laws of sacrilege. And they are not responsible for [replacing] it [if it should be lost] [if it dies or is stolen] [M. 5:5A-C].

- E. [He who says], “This ox is incumbent on me as a burnt-offering” — the ox is deemed a burnt-offering. And it is subject to the laws of sacrilege. And they are responsible for [replacing] it [if it should be lost] [M. 5:5D-F] [T. Ar. 3:11].
- F. [He who says, “The price of this ox is deemed a burnt offering — the ox is deemed a secular beast and is not subject to the laws of sacrilege. And they are not responsible for replacing it if it should be lost] [T. Ar. 3:12]
- G. *[We note that, in the latter case, the man has used the language, incumbent on me. Now the question is raised:] Is this statement any more authoritative than that of the Mishnah at hand? For, in the case of the Mishnah, I have interpreted the law to speak of a case in which the man has said, “The price [of the ox...]. Here likewise, we assume that the man has said, “The price...” Yet, since the concluding clause [at F] makes it explicit that the man has spoken of the value of the ox, it should follow that the beginning clauses [D-E] do not speak of a case in which he has used the language, “The value...”*
- H. *For in the concluding clause, we note that the Tannaite authority repeats the language: The price of the ox is a burnt-offering, in which case the [corpus of the] ox remains unconsecrated [in itself], so the laws of sacrilege do not apply to it. If it should die or be stolen, the man is not liable to make it up. But he is liable to make up the price of the ox [and that he must pay over to the Temple].*
- I. *[Dealing with the supposed contradiction, we reply:] Both the first and the second clauses speak of a case in which the man has said, “The value...”*
- J. *In the former case, however, the man indicated that he intended [by his statement] to consecrate the ox as to its value [so the corpus of the ox itself is subject to the pledge].*
- K. *In the latter case, by contrast, it was the man’s intent to indicate that, when proceeds of the ox come to hand, they will be consecrated [in which case the corpus of the ox itself is not consecrated].*
- L. *Then lo, [that latter statement contradicts the principle that] a person cannot consecrate something which has not come into existence [and the funds are not yet in hand]!*
- M. *Said Rab Judah said Rab, “In accord with whose principle is the matter formulated? It accords with the view of R. Meir.*
- N. *“For he has said, ‘A person does indeed consecrate something which has not yet come into existence.’”*
- O. *There are those who state the matter as follows:*
- P. *Said R. Pappa to Abayye, and some say that it was Rami bar Hama who said it to R. Hisda, “In accord with whose view does the matter rule? It is in accord with R. Meir, who has said, ‘A person does indeed consecrate something which has not yet come into existence.’”*
- Q. *He said, “And who else might it be! [It is obvious that that famous principle is associated in particular with Meir’s name.]”*
- R. *There are those who assign the [entire debate about the principle at hand to a different topic entirely, as] follows:*

- S. **He who rents a house to his fellow, and the house was smitten with a plague [such as is described at Lev. 14], even though the house was certified [as afflicted] by a priest, may say to him, “Lo, there is yours before you.”**
- T. **If the house was torn down [as part of the purification-process], he is liable to make it up to him [by supplying another] house.**
- U. **If [21A] [the owner] consecrated the house, the one who lives in the house pays the rent to the Temple [cf. T. B.M. 8:30A-E, with some variations].**
- V. **If the man consecrated the house, the one who lives in the house** — *how under these conditions can one have consecrated the house at all [since he is not living in it]? “When a man shall consecrate his house” (Lev. 27:14) is what Scripture has said!*
- W. Just as “his house” falls entirely within his domain, so whatever remains with his domain [is subject to consecration, excluding a case in which the man does not control the property, as is the case here, where he has rented it out].
- X. *This is the intent of the cited language:* If the one who rents the house consecrates it, then the one who lives in the house pays the rent to the sanctuary.
- Y. *What sort of case is possible, in which the one who rents the house consecrates it? How could he live in the house? [If he did so,] he would, after all, be subject to violating the laws of sacrilege!*
- Z. *Furthermore, how is it the case that “he pays the rent to the sanctuary”? Since the man has committed sacrilege, the fee for the rent is regarded [by definition] as unconsecrated [for that is the automatic result of the act of sacrilege!]*
- AA. *[We deal with a case in which] the man has said, “When the rent for the house comes to hand, it will be consecrated.”*
- BB. But lo, a person cannot consecrate something which has not yet come into existence [and the funds are not yet in hand]!
- CC. *Said Rab Judah said Rab, “In accord with whose principle is the matter formulated? It accords with the view of R. Meir.*
- DD. *“For he has said, ‘A person does indeed consecrate something which has not yet come into existence.”“*
- EE. *There are those who state the matter as follows:*
- FF. *Said R. Pappa to Abayye, and some say that it was Rami bar Hama who said it to R. Hisda, “In accord with whose view does the matter rule? It is in accord with R. Meir, who has said, ‘A person does indeed consecrate something which has not yet come into existence.”“*
- GG. *He said, “And who else might it be!”*

If the man specifies a particular ox, then he is liable only to hand over that ox. If he specifies the value of the ox, then he has to pay that value, whatever happens to the ox. Once the Talmud cites the passage of the Tosefta at hand, the real issue is how someone can consecrate what does not yet exist. Then we identify the framer of the passage(s) at hand with Meir’s principle. I do not see how anyone is interested in the Mishnah-paragraph, and it is clear that the entire discussion takes off from the introduction of the Tosefta’s statement. So, in this case, the Talmud has been framed to serve the Tosefta.

- A. Those who owe Valuations [to the Temple] — they exact pledges from them.
- B. Those who owe sin-sufferings or guilt-offerings — they do not exact pledges from them.
- C. Those who owe burnt-offerings or peace-offerings — they exact pledges from them.
- D. Even though he does not make atonement [that is, atonement is not effected for him] unless he acts of his own will, as it is said, At his good will (Lev. 1: 3), [nonetheless], they compel him until he says, “I will it.”
- E. And so do you rule in the case of writs of divorce for women:
- F. They compel him until he says, “I will it.”

- I.1 A. [Those who owe sin-sufferings or guilt-offerings — they do not exact pledges from them:] Said R. Pappa, “There are occasions on which they exact pledges from those who owe sin-offerings, but do not exact pledges from those who owe burnt-offerings.
- B. “They exact pledges from those who owe sin-offerings in the case of the sin-offering of the Nazirite.
- C. *“For since a master has said, ‘If [a Nazirite, completing his purification rite,] shaved off his hair on the occasion of the offering of any one of the three required offerings [Num. 6:14],’ he has carried out his obligation properly, and if the blood of one of the offerings has been tossed onto the altar on his account, the Nazirite is permitted to drink wine and to contract corpse-uncleanness [his spell as a Nazirite having ended properly].”*
- D. *“[If he happened to have brought the required burnt-offering or peace-offering first, instead of the sin-offering, and] neglected it and did not bring it, [he would have no motive to do so, and on that account the Temple officials exact a pledge for what is owing].”*
- E. “[But] those who owe burnt-offerings are not required to put up a pledge. That is the case, in particular, for the burnt-offering brought by a woman who has given birth [in line with the requirement of Lev. 12]. *Why so? Because Scripture listed it first [at Lev. 12: 6: burnt-offering, then sin-offering].”*
- F. But has not Raba said, “It was only as to reciting the text that Scripture gave preference [to the burnt-offering, but it need not be brought first. Hence the thesis offered at E is not sustained.]
- G. Rather, [a pledge is not exacted from] one who owes the burnt-offering brought in purification by one afflicted with the skin-disease [described at Lev. 13].
- H. *For it has been taught on Tannaite authority (at T. Nazir 4: 8): R. Ishmael, son of R. Judah b. Beroqah, says, “Just as the sin-offering and guilt-offering [brought in the purification-rite] are essential [and omission disqualifies the process], so the burnt-offering is essential [and since that is the case, the person securing purification is not likely to omit it.” [So this exemplifies A.]*

- II.1 A. Even though he does not make atonement unless he acts of his own will... [M. 5:6D]:
- B. *Our rabbis have taught on Tannaite authority:*



- C. “He shall offer it” (Lev. 1: 3) — that statement teaches that [the officials] compel [the beneficiary of the sacrifice (called, the sacrificer) to perform it].
- D. Is it possible to suppose that it may be even by force?
- E. Scripture says, “At his good will” (Lev. 1: 3).
- F. How so?
- G. **They compel him until he says, “I will it” [M. 5:6F].**

- II.2.** A. Samuel said, “A burnt-offering requires concurrence [of the person in whose behalf it is offered], as it is said, ‘At his good will’ (Lev. 1: 3).”
- B. *Of what does Samuel thereby inform us? We have learned in Tannaite teaching: Even though he does not make atonement unless he acts of his own will, as it is said, “At his goodwill”?*
  - C. *To the contrary, [what he has said] is indeed necessary, to deal, specifically, with a case in which one’s fellow set aside [a beast for the burnt-offering to be brought] by the person himself.*
  - D. *What might one have ruled? Where we require the person’s own knowledge and consent, it is in the case of [a beast that belongs to] himself, but in the case of a beast provided by his fellow, [we do not impose the same condition.]*
  - E. *Accordingly we are informed that there are occasions on which one is not willing to effect atonement through something that does not belong to himself [and so he too must consent to what the fellow has done in designating a beast in his own behalf].*
  - F. *The following objection was raised: [If someone said,] “The sin-offering and the guilt-offering owing by Mr. So-and-so are incumbent on me” —*
  - G. **[21B]** *if this was with the knowledge and consent [of the beneficiary, the latter has] carried out his obligation.*
  - H. *But if it was not with the knowledge and consent of the beneficiary, he has not carried out his obligation.*
  - I. *[If he said,] “The burnt-offering owing by Mr. So-and-so or the peace-offerings owing by Mr. So-and-so are incumbent on me,” whether or not this was with the knowledge and consent of the other party, the beneficiary has carried out his obligation. [This contradicts the thesis imputed to Samuel by D-E, for there is no such distinction among types of offerings.]*
  - J. *Samuel may reply to you, Where the present teaching applies is to the time of the actual achieving of atonement [the sacrifice itself], for [the beneficiary of the rite] already has given his agreement [to the entire procedure], at the time of the designation of the animal for that purpose.*
  - K. *But the occasion to which what I have stated applies is the time of the actual designation of the beast [which must be done with the knowledge and consent of the beneficiary of the rite].*
    - L. *[What Samuel has said then] differs from the view of Ulla.*
    - M. *For Ulla has said, “[Sages] made no distinction between the sin-offering and burnt-offering, except that at the time of the designation of an animal as sin-offering, the beneficiary must give his knowledge and consent, while*



at the time of the designation of a burnt-offering, the beneficiary of the burnt-offering need not give his knowledge and consent.

- N. “But as to what is done on the occasion of the actual atonement rite [when the beast is sacrificed and the blood sprinkled], for both sorts of offering, if it was with the knowledge and consent of the beneficiary, he has carried out his obligation, and if it was not with the knowledge and consent of the beneficiary, he has not carried out his obligation.
- O. *An objection was raised [to what both Ulla and Samuel have said], [If someone said,] “The sin-offering, guilt-offering, burnt offering, and peace-offerings of Mr. So-and-so are incumbent on me,” — if this was with the beneficiary’s knowledge and consent, he has fulfilled his obligation.*
- P. If it was not with his knowledge and consent, he has not fulfilled his obligation. [Samuel has maintained that there are occasions in which, even without the beneficiary’s knowledge and consent, he has carried out his obligation. Ulla’s distinctions too are ignored.]
- Q. *Samuel interprets the teaching to speak of the occasion on which the beasts are designated for use, while Ulla interprets it to speak of the occasion on which the actual rite of atonement is carried out.*
- R. *Said R. Pappa, “The two teachings on Tannaite authority [first, if one undertook to pay for someone else’s burnt-offering and peace offering, the beneficiary has carried out his obligation whether or not he knew it; and, second, in every instance the beneficiary’s knowledge and consent are required if he is to gain the benefit of a sacrifice] do not contradict one another.*
- S. *“The one speaks of the occasion on which atonement is achieved, the other of the occasion on which the beast is designated for its purpose.*
- T. *“The Amoraic masters at hand also do not differ from one another. Samuel interprets the first of the two teachings to speak of the occasion on which atonement is accomplished and the second to speak of the occasion on which the beast is designated, and Ulla interprets matters in exactly the opposite way.”*
- U. *Then the Amoraim obviously do differ.*
- V. *That statement is self-evident!*
- W. *What might you have said? When Samuel spoke of the time at which the beast was designated, knowledge and consent are required, meaning that also at the time at which the beast was designated, that is the case [but it most certainly is the case for the time at which atonement is effected], [and he would be alleged to maintain that view] even though the first of the two teachings would contradict him.*
- X. *Thus we are informed that that is not the case. [Samuel most certainly does not require agreement at the time of atonement.]*

**III.1 A. And so do you rule in the case of writs of divorce for women: They compel, etc. [M. 5:6E-F]:**

- B. *Said R. Sheshet, "If someone makes an announcement at the time of the issuing of a writ of divorce [that he does not concur in what is done in his name], that protest is valid."*
- C. *That statement is self-evident.*
- D. *No, indeed, it was necessary to make it. For we take up the case in which he was made to agree and then did agree.*
- E. *What might you have ruled? That in his later concurrence [his earlier protest] was nullified.*
- F. *Thus we are informed that that is not the case.*
- G. *If, after all, it were the case, the teaching should be repeated in this language: [He is coerced] until he gives [the writ of divorce].*

**IV.1** A. *What is the force of the language: Until he says... [M. 5:6F]?*

- B. *It means, until he explicitly nullifies the protest [that he originally made].*

The point of M. 5:6A-B is that, in the latter case, a person will surely want to expiate his sin and bring the necessary offerings, so we do not exact a surety. But in the matter of merely fulfilling a pledge (A), a person may be less zealous, so he must lay down a surety that he will pay the Valuation. C carries the matter forward, with its augmentation at D (+E-F). Burnt-offerings and peace-offerings fall into the category of A, since people may be slothful about bringing them. D then raises the question of forcing someone to bring an offering. The man does not carry out his obligation to bring a burnt-offering or a peace-offering if he is forced to do so against his will, so, D explains, there is a procedure to compel him to want to do so. The Talmud does a fine job of explaining and then expanding upon the details of the Mishnah. Unit I presents in a rather subtle way the reason behind the law at hand. Unit II complements M. 5:6D, as indicated. This serves as an introduction to the protracted and thorough discussion of unit III. Here we have the Babylonian Talmud at its best. Unit IV clarifies M. 5:6E-F with a secondary detail.