

I.

BAVLI NEDARIM CHAPTER ONE

FOLIOS 2A-13B

1:1A-F

- A. [2A] All euphemisms [substitutes for language used to express] (1) vows are equivalent to vows, and [all euphemisms] for (2) bans (herem) are equivalent to bans, and [all euphemisms] for (3) oaths are equivalent to oaths, and [all euphemisms] for (4) Nazirite vows are equivalent to Nazirite vows.
- B. He who says to his fellow [euphemisms such as], (1) “I am forbidden by vow from you,” (2) “I am separated from you,” (3) “I am distanced from you,”
- C. “if I eat your [food] ,” [or] “if I taste your [food],”
- D. is bound [by such a vow].
- E. [He who says,] “I am excommunicated from you” –
- F. R. Aqiba in this case did incline to impose a stringent ruling.

- I.1**
- A. [2B] All euphemisms for [language used to express] (1) vows are equivalent to vows:
 - B. *How come the other clauses [referring to bans, oaths, and vows] are not articulated in Mishnah-tractate Nazir, while the presentation of Mishnah-tractate Nedarim covers them all?*
 - C. *It is because rules on oaths and vows are written together [in the Written Torah, at Num. 30: 3: “If someone vow a vow to the Lord or swear an oath”],*

so, therefore, the Tannaite formulation covers them both, and, since that is the case, the Tannaite formulation covers all of them.

- D. *If that is the operative consideration, then why not make mention of oaths immediately after vows!*
- E. *Since the Tannaite formulation made reference to vows, which involve the prohibition of something for use by the person who takes the vow, he goes in to refer to bans, which likewise involve the prohibition of something to the person who utters the formula. But oaths are excluded from the classification of vows, since oaths bind the person to abstain from something [a vow: “This shall be forbidden to me,” so the prohibition falls on the thing; an oath: “I swear to abstain from a thing,” the prohibition falling upon the person who takes the oath (Freedman)].*

- I.2**
- A. *While the Mishnah paragraph opens with reference to euphemisms of vows, **All euphemisms [substitutes for language used to express] (1) vows are equivalent to vows,** it then proceeds to spell out the laws of abbreviations of vows: **He who says to his fellow [euphemisms such as], (1) “I am forbidden by vow from you.”** But, moreover, he has not said that abbreviations [are binding]!*
 - B. *The passage is flawed, and this is how it should be set forth: **All euphemisms for [language used to express] (1) vows** as well as abbreviations of vows **are equivalent to vows.***
 - C. *While, then, why not explain euphemisms first of all?*
 - D. *The topic from which the basic formulation concludes is the one that is explained first of all [and then the framer circles back and addresses the other, as in the following case,] which we have learned in the Mishnah:*
 - E. **With what do they kindle [the Sabbath light] and with what do they not kindle [it]? They do not kindle with (1) cedar fiber, (2) uncarded flax, (3) raw silk, (4) wick of bast, (5) wick of the desert, (6) or seaweed; or with (1) pitch, (2) wax, (3) castor oil, (4) oil [given to a priest as heave-offering which had become unclean and must therefore be] burned, (5) [grease from] the fat tail, or (6) tallow [M. [Shab. 2:1A-C](#)].**
 - F. **With what do they cover [up food to keep it hot], and with what do they not cover up [food to keep it hot]? They do not cover with (1) peat, (2) compost, (3) salt, (4) lime, or (5) sand, whether wet or dry or with (6) straw, (7) grape skins, (8) flocking [rags], or (9) grass, when wet. But they do cover up [food to keep it hot] with them when they are dry. They**

cover up [food to keep it hot] with (1) cloth, (2) produce, (3) the wings of a dove, (4) carpenters' sawdust, and (5) soft hackled flax [M. **Shab. 4:1A-H**].

- G. With what does a woman go out, and with what does she not go out? A woman should not go out with (1) woolen ribbons, (2) flaxen ribbons, or (3) with bands around her head... [M. **Shab. 6:1A-C**].
- H. *So is it the fact that the opening clause of a composite statement is never explained first of all? And have we not learned in the Mishnah [numerous contrary usages, such as these:]*
- I. There are those who inherit and bequeath, there are those who inherit but do not bequeath, bequeath but do not inherit, do not inherit and do not bequeath. These inherit and bequeath... [M. **B.B. 8:1A-B**].
- J. There are women permitted to their husbands and prohibited to their levirs, permitted to their levirs and prohibited to their husbands, permitted to these and to those, and prohibited to these and to those. These are women permitted to their husbands and prohibited to their levirs... [M. **Yeb. 9:1A-D**].
- K. There are [meal-offerings which] require oil and frankincense, oil but not frankincense, frankincense but not oil, neither oil nor frankincense. And these are they which require oil and frankincense... [M. **Men. 5:3A-B**].
- L. There are those [offerings] which require bringing near but do not require waving, waving but not bringing near, waving and bringing near, neither waving nor bringing near. These [are offerings] which require waving but do not require bringing near [M. **Men. 5:5A-B**].
- M. There is a firstborn in respect to inheritance, who is not a firstborn in respect to the priest, a firstborn in respect to the priest who is not a firstborn in respect to inheritance, a firstborn in respect to inheritance and in respect to the priest, and there is one who is not a firstborn either in respect to inheritance or in respect to the priest. Who is he who is a firstborn in respect to inheritance and not a firstborn as to the priest... [M. **Bekh. 8:1A-D**].
- N. *In these instances, since the opening clause has a lot of cases, it is explained first.*
- O. *Yeah, well, in the matter of,* With what does a beast [Exo. 20:10] go out [on the Sabbath], and with what does it not go out? (1) A camel goes out with its curb, (2) a female camel with its nose ring, (3) a Libyan ass with

its bridle, (4) and a horse with its chain. And all beasts which wear a chain go out with a chain and are led by a chain, and they sprinkle on the [chains if they become unclean] and immerse them in place [without removing them] [M. Shab. 5:1], *the opening clause doesn't have a lot of cases, and yet it is explained first, A camel goes out with its curb!*

- P. **[3A]** *Rather, the matter really does not lend itself to a precise rule. There are cases in which the opening clause of a generalization is spelled out first, and there are cases in which the closing clause of a generalization is spelled out first.*
- Q. *If you prefer, however, I shall say, when it comes to abbreviations, they are explained first because the rule that they are valid derives not from an explicit scriptural statement but only from exegesis of Scripture.*
- R. *So let them be stated first in the opening generalization as well?*
- S. *The framer of the passage commences his list with a reference to euphemisms, the validity of which is set forth in the Torah, and then he spells out cases of abbreviated language, which come to him by means of an exegesis of Scripture.*
- T. *That explanation poses no problems to him who maintains that euphemisms are just the foreign language counterparts of the word qorban, but from the perspective of him who maintains that these represent language that sages themselves have invented for use in taking an oath, what is to be said?*
- U. *Are abbreviations explicitly referred to in the Tannaite formulation at all? Weren't you required to posit that we have a flawed text? Then if you can invent a better wording, so can I, and here is how it should be set forth: All abbreviations for vows have the validity of vows, **and all euphemisms for vows have the validity of vows.** These are abbreviations: **He who says to his fellow [euphemisms such as], (1) "I am forbidden by vow from you."** And [M. 1:2:] **these are euphemisms: He who says to his fellow, "Qonam," "Qonah," "Qonas" – lo, these are euphemisms for the Qorban [a vow to bring a sacrifice, and are valid].***

I.3 A. *And where in Scripture is there a reference to abbreviations?*

- B. *"When either a man or a woman shall take a vow, vowing to separate themselves to Nazirite vow, a vow of a Nazirite" (Num. 6: 2) – and it has been taught on Tannaite authority: the duplicated language, "to Nazirite vow, a vow of a Nazirite" covers euphemisms and*

abbreviations of Nazirite vows, treating them all as equivalent to a properly formulated Nazirite vow.

C. So I know only that that is the case for Nazirite vows. How do I know that the same applies to ordinary vows?

D. Scripture states, “When either a man or a woman shall separate themselves to Nazirite vow, a vow of a Nazirite” (Num. 6: 2) – ordinary vows are treated as comparable to Nazirite vows, and Nazirite vows are treated as comparable to ordinary vows. Just as in the case of Nazirite vows, the Torah has treated abbreviations of Nazirite vows as equivalent to Nazirite vows, so in the case of vows, the Torah has treated abbreviations of ordinary vows as equivalent to ordinary vows. And just as in the case of vows, one who violates them is obligated under the commandments, “He shall not break his word” (Num. 30: 3) and “you shall not delay to pay it” (Deu. 23:22), so in the case of Nazirite vows the law is the same. And just as in the case of ordinary vows, the father may annul those of the daughter and the husband those of the wife, so in the case of Nazirite vows, the law is the same.

I.4 A. *Then how are Nazirite vows differentiated? Is it only because of the duplicated language cited above, to Nazirite vow, a vow of a Nazirite (Num. 6: 2)? But then there is duplicated language with reference to vows, namely, shall take a vow, vowing! So what need do I have for the verbal analogy just now spelled out?*

B. *If Scripture only used the language, shall take a vow, vowing, as it said, to Nazirite vow, a vow of a Nazirite, then matters would have been as you propose. And then the verbal analogy that has been drawn would be needless. But Scripture utilizes ordinary language [and the language that is used is simply commonplace speech, namely, shall vow a vow. [No exegetical implications are to be drawn from such a routine formulation.]*

C. *Well, that explanation poses no problems to him who maintains, Scripture utilizes ordinary language, but from the perspective of him who does not hold the position, Scripture utilizes ordinary language, how does he interpret the formulation, shall vow a vow?*

D. *He interprets it to mean that abbreviations of vows are to be treated as equivalent to vows, and then Nazirite vows are to be compared to vows; with regard to the duplicated language, to Nazirite vow, a vow of a Nazirite, he interprets it [3B] to teach that one Nazirite vow may take effect upon another that is already in effect. [Freedman: If one who is already a Nazirite takes a Nazirite vow, it is binding and commences when the first ends.]*

E. *And from the perspective of him who maintains that, Scripture utilizes ordinary language, and who further holds that Nazirite vows are to be compared to vows, whence does he demonstrate that one Nazirite vow may take effect upon another that is already in effect? For if he concurs that one Nazirite vow may not take effect upon another that is already in effect, there is no problem, but if he holds, one Nazirite vow may take effect upon another that is already in effect, how does he know it?*

F. *Scripture could as well say, to take a vow [in the simple form]. Why say, to impose a vow [in the causative]? It is so that you may infer both conclusions from the same language.*

G. *In the West they say, “One Tannaite authority derives the validity of abbreviations of vows from the use of the language, ‘to vow a vow,’ and another derives the same matter from the clause, ‘he shall do according to all that comes out of his mouth’ (Num. 30: 3).”*

I.5 A. The master has said [I.3D], “And just as in the case of vows, one who violates them is obligated under the commandments, ‘He shall not break his word’” (Num. 30: 3) and ‘you shall not delay to pay it’ (Deu. 23:22), so in the case of Nazirite vows the law is the same”:

B. *Now there is no problem understanding the case of ordinary vows, to which “He shall not break his word” (Num. 30: 3) applies, since such a thing is possible, for instance, if someone says, “I vow to eat this bread,” and doesn’t eat it; so he violated the commandment, “He*

shall not break his word” (Num. 30: 3). *But how in the case of Nazirite vows does the verse apply, “you shall not delay to pay it” (Deu. 23:22)? Once the man says, “Lo, I am a Nazirite,” he is in fact a Nazirite. Then, if he ate grapes, he is liable on the count of, “nor eat moist grapes or dried” (Num. 6: 3), and if he drinks wine, he is liable on the count of, “he shall drink no vinegar of wine or vinegar of strong drink, neither shall he drink any liquor of grapes” (Num. 6: 3).*

C. *Said Raba, “He is liable on account of violating two commandments [both the commandment against drinking wine and also ‘you shall not delay’].”*

D. *Well, how would you find a case in reference to the Nazirite vow in which “you shall not delay to pay it” (Deu. 23:22) pertains? As soon as he says, “Lo, I am a Nazirite,” he is in fact a Nazirite. Then, if he ate grapes, he is liable on the count of, “nor eat moist grapes or dried” (Num. 6: 3), and if he drinks wine, he is liable on the count of, “he shall drink no vinegar of wine or vinegar of strong drink, neither shall he drink any liquor of grapes” (Num. 6: 3).*

E. *It would apply quite nicely if someone said, “Well, when I want to, I’ll be a Nazirite.”*

F. *Well, if he says, “When I want to...,” then the consideration does not apply, “you shall not delay to pay it” (Deu. 23:22)!*

G. *Said Raba, “It would involve a case in which he said, ‘I shall not take my leave of the world until I have become a Nazir,’ for, from that moment, he is a Nazirite [in the sense that he is wise to undertake the vow, lest he die without doing it].”*

H. *That would be parallel to this case: “Lo, here is your writ of divorce, effective one hour before my death” – she is forbidden forthwith to eat priestly rations. Therefore we invoke the principle, any moment he is likely to do. Here too, he is a Nazirite right off*

the bat, for we invoke the principle, now he's going to die.

I. [4A] R. Aha bar Jacob said, "It could involve a case in which he took the Nazirite vow while standing in a cemetery." [The vow is operative only when he leaves the cemetery, but he has to do so immediately.]

J. *That solution is entirely in line with the position of him who has said that under such circumstances the Nazirite vow does not take effect forthwith, but from the perspective of him who maintains that it takes effect forthwith, can there ever be a situation in which the consideration, "you shall not delay to pay it" (Deu. 23:22) could ever pertain? And furthermore, didn't Mar b. Ashi say, "The vow takes effect forthwith, and there is a difference of opinion only as to whether or not there is a flogging"?*

K. *The consideration, "you shall not delay to pay it" (Deu. 23:22), may be violated since there is a postponement in any event of a Naziriteship observed in a condition of cultic cleanness.*

L. Said R. Ashi, "Since that is the case, a Nazirite who deliberately contracted uncleanness violates, "you shall not delay to pay it" (Deu. 23:22) *so far as this pertains to a Naziriteship observed in a condition of cleanness.*"

M. R. Aha b. R. Iqa said, "He may violate 'you shall not delay to pay it' (Deu. 23:22) so far as making the hair-offering [at the end of the Naziriteship, Num. 6: 9]."

N. *Now that would certainly accord with the view of him who says, the hair-offering is an essential part of the fulfillment of the vow, but even from the perspective of him who says, the hair-offering is an essential part of the fulfillment of the vow, nonetheless, he still has not carried out the religious duty of the hair-offering.*

O. Mar Zutra b. R. Mari said, "He violates the count of 'you shall not delay to pay it' (Deu. 23:22) so far as his animal-offerings are concerned."

P. *Does that consideration derive from this verse? Doesn't it derive from the following: "...for the Lord your God will surely require it of you" (Deu. 23:22) – this speaks of sin-offerings and sacrilege-offerings [the former including the offerings of the Nazirite]. [Freedman: For what purpose then is the application of the verse, "you shall not delay" to the Nazirite?]*

Q. *[Had the matter derived solely from there,] what might you otherwise have supposed? That [the Nazirite's offerings] are an innovation that the Torah has dictated in the case of a Nazirite [such that they are not to be included in other generalizations but stand on their own; hence the rule governing those offerings is set forth in its own verse, as indicated].*

R. *Well, then, what is the innovative aspect of the matter?*

S. *Should I say that a vow to present a sin-offering made in behalf of a Nazirite by one who is not a Nazirite is invalid? But presenting a sin-offering for eating forbidden fat [such as is the usual occasion for presenting such an offering] cannot be imposed by a vow as an obligation [Freedman: a vow to present a sin-offering, which is normally due for eating forbidden fat, is not binding, if the one who took the vow is not the one who is liable to present it], and nonetheless one violates "you shall not delay to pay it" (Deu. 23:22).*

T. *Rather, what is the innovative aspect of the matter? It might have entered your mind to suppose that, since, if he said, "Lo, I am a Nazirite only with regard to grape pits," he should be a Nazirite in all aspects, then I might suppose that he would not under those circumstances violate "you shall not delay to pay it" (Deu. 23:22). So we are informed that that is not so. [By the coupling of the Nazirite vow with other vows in the same sentence, we are shown that that is not the case (Freedman).]*

U. *Well, then, that poses no problem to him who maintains that a vow of Naziriteship in respect to grape*

pits makes one a Nazirite in every respect. *But to R. Simeon, who has said, "One is a Nazirite only if he takes the Nazirite vow in all regards," what is to be said? And furthermore, this is an innovation in the direction of stringency* [Freedman: how then would we think that the injunction does not apply, so that it is more lenient]!

V. *The innovation is that it might have entered your mind to suppose that [4B] since if he shaves his head [and makes a hair-offering] for one sacrifice of the three, he carries out his obligation* [Freedman: a Nazirite at the end of the vow brings three sacrifices, but if he shaves and brings only one of them, the prohibitions, such as drinking wine, are lifted, that is a unique law in the direction of leniency], *he should not be subject to the consideration, "you shall not delay to pay it" (Deu. 23:22). So we are informed that that is not the case.*

W. *If you prefer, I shall say: what is the innovation? It is that [the sin-offering] is not subject to a vow. And as to the question that you raised with respect to the sin-offering presented for eating forbidden fat, while the sin-offering for forbidden fat comes to effect atonement, for what does the sin-offering presented by a Nazir serve? But how is the sin-offering of a woman after childbirth, which does not effect atonement, subject to the consideration, "you shall not delay to pay it" (Deu. 23:22)?*

X. It may be one that will permit her to eat sacrifices [Freedman: for example, the Passover sacrifice, and thus "you shall not delay to pay it" (Deu. 23:22) does apply].

I.6

A. The master has said, "And just as in the case of ordinary vows, the father may annul those of the daughter and the husband those of the wife, so in the case of Nazirite vows, the law is the same":

B. *For what reason do I need an analogy based on verbal intersections along these lines, when it can come*

on the basis of general congruence between Nazirite vows and all other vows?

C. But maybe it is in particular vows that he can annul, because these are not subject to a temporal limit, but as to Nazirite vows, which are subject to a temporal limit – an otherwise unspecified Nazirite vow lasting, as it does, for thirty days – I might have said that that is not the case. So we are informed that the rule is otherwise.

- II.1** A. **He who says to his fellow [euphemisms such as], “I am forbidden by vow from you,” “I am separated from you,” “I am distanced from you,” “if I eat your [food],” [or] “if I taste your [food],” is bound by such a vow]:**
- B. Said Samuel, “And in all cases, he must use the language, ‘in respect to anything that I might eat of yours or taste of yours.’”
- C. *An objection was raised: “I am forbidden by vow from you,” “I am separated from you,” “I am distanced from you” – lo, this one is bound [by such a vow].* [The initial formulation lacks the formula Samuel says is required.] ...[or] **“if I taste your [food],” is bound [by such a vow] – lo, this one is bound [by such a vow].**
- D. *This is the sense of the formulation:* Under what circumstances? In a case in which he says, “In respect to anything that I might eat or taste of yours.”
- E. *But lo, the opposite has been stated on Tannaite authority:*
- F. “...that I may eat of yours, that I may taste of yours” – he is bound by the oath. “...I am forbidden by vow from you,” “I am separated from you,” “I am distanced from you” – lo, this one is bound by the oath.
- G. *This is how the Tannaite formulation is to be read:* And that is so if he has already stated, “I am forbidden by vow from you.”
- H. *So then this formulation is the same as the prior one! And, anyhow, why repeat the language twice, “lo, he is bound...”?*
- I. Rather, said Samuel, “*The operative language is that he has said, ‘...that I may eat of yours, that I may taste of yours,’ in which case, he is forbidden to derive benefit from the other, but the other is permitted to derive benefit from him.* **[5A]** *But if the only formula he used was, ‘I am forbidden by vow from you,’ both parties are forbidden.*”
- J. *That is in line with what R. Yosé b. R. Hanina said, “[If he said,] ‘I am forbidden by vow from you,’ both parties are forbidden.”*

- K. *We have learned in the Mishnah: [If one said to his fellow,] “Lo, I am herem unto you,” the one against whom the vow is made is prohibited [from using what belongs to the other, who made the vow] [M. 5:4]. But the one who takes the vow is not forbidden [despite Samuel’s claim that explicit language is required to spell out the vow in terms of food]!*
- L. *The rule refers to a case in which he spelled out explicitly, “But you are not herem to me.”*
- M. *But doesn’t the passage continue, [If he said,] “Lo, you are herem unto me, the one who takes the vow is prohibited [from benefitting from the other] – but not the one against whom the oath is taken!*
- N. *It is a case in which he spells out explicitly, “But you are not herem to me.”*
- O. *Then if there is no articulation of matters, what is the rule? Both of them are forbidden? Then, since the final clause states as its Tannaite rule, [If he said,] “Lo, I am unto you and you are unto me [herem],” both of them are prohibited, the rule is that only in that case both are forbidden, but, in general, he is forbidden, while the other party is permitted [in contradiction to the position of Yosé b. R. Hanina].*
- P. *Rather, this is the way in which the statement of R. Yosé b. R. Hanina is to be set forth: “[If he said,] ‘I am forbidden by vow from you,’ both parties are forbidden. If he said, I am forbidden from you by a vow,’ he is forbidden, but the other is permitted.”*
- Q. *But lo, our Mishnah paragraph states as its Tannaite formulation, **from you**, and yet Samuel interprets our Mishnah paragraph to mean, “And in all cases, he must use the language, ‘in respect to anything that I might eat of yours or taste of yours.’” Only then he alone is forbidden, while the other is permitted. But in the case of use of the language, “I am forbidden by a vow from you,” both are forbidden?!*
- R. *Rather, to begin with, that which is assigned to Samuel was formulated in this language: “The operative consideration is that he said, ‘in respect to anything that I might eat of yours or taste of yours.’ In that case, he is forbidden only in regard to eating. But if all he said was, “I am forbidden by a vow from you,” then he is forbidden even to derive any benefit from the other.*
- S. *If so, then Samuel ought to have phrased matters in this language: “If he said only, ‘in respect to anything that I might eat of yours or taste of yours,’ he is forbidden only in regard to eating.”*

- T. Rather, this is how the matter was stated: “The operative consideration is that he said, ‘in respect to anything that I might eat of yours or taste of yours,’ in which case, he is forbidden. But if he said, ‘I am forbidden by a vow,’ *there is no implication of a prohibition of any sort. How come?* The language, ‘I am forbidden by a vow from you’ *means, ‘I am not going to speak to you.’* ‘I am separated from you by a vow’ *means, ‘I am not going to do any business with you’;* ‘I am removed from you’ *means, ‘I am not going to stand within four cubits of you.’*”

II.2 A. [5B] *May one then propose that Samuel takes the view, “Unexplicit abbreviations [such as the language that is used and then spelled out, for example, ‘I am forbidden by a vow from you’ means, ‘I am not going to speak to you’; ‘I am separated from you by a vow’ means, ‘I am not going to do any business with you’; ‘I am removed from you’ means, ‘I am not going to stand within four cubits of you’] are null [and take effect only if they are made explicit]”?*

B. *Yup. Samuel interprets the Mishnah in accord with the position of R. Judah, who takes the view that unexplicit abbreviations are null, as we have learned in the Mishnah: The text of the writ of divorce [is as follows]: “Lo, you are permitted to any man.” R. Judah says, “[in Aramaic]: Let this be from me your writ of divorce, letter of dismissal, and deed of liberation, that you may marry anyone you want” [M. Git. 9:3A-C]. [Judah insists that the prior formula takes effect only if it is fully spelled out.]*

C. *What required Samuel to interpret the Mishnah in such a way that it conforms to the position of R. Judah? He could as well interpret it to accord with rabbis [who form the authoritative majority] of the same passage, who take the view that unexplicit abbreviations are entirely valid.*

D. *Said Raba, “The Mishnah paragraph before us poses a problem to him. Why use the language, if I eat your [food],” [or] “if I taste your [food]? Why not just say, in respect to anything I may eat or taste...? This proves that we require abbreviations that are explicit [with explanatory language].”*

- II.3** A. *It was stated:*
B. *as to unexplicit abbreviations –*
C. *Abbaye said, “They are valid.”*

D. Raba said, “They are not valid.”

E. *Said Raba, “R. Idi explained the matter to me along these lines: ‘said Scripture, “When either a man or a woman shall explicitly vow a vow of a Nazirite, to separate themselves unto the Lord” (Num. 6: 2) – this compares unexplicit abbreviations of Nazirite vows to Nazirite vows. Just as Nazirite vows must be made explicit, as the verse says, so unexplicit abbreviations must be made explicit.”’*

F. *May we propose that [Abbayye and Raba] differ on what is at issue in the dispute between R. Judah and rabbis, as we have learned in the Mishnah: **The text of the writ of divorce [is as follows]: “Lo, you are permitted to any man.” R. Judah says, “[in Aramaic]: Let this be from me your writ of divorce, letter of dismissal, and deed of liberation, that you may marry anyone you want” [M. Git. 9:3A-C]**? Then Abbayye’s ruling accords with the position of rabbis, and Raba, R. Judah?*

G. *Abbayye will say to you, “Well, I rule even in accord with the position of R. Judah. R. Judah takes the position that he does, namely, we require that the abbreviations be fully explicated, only with respect to a writ of divorce, in which case we have the requirement of an act of ‘cutting off,’ and that is absent unless made explicit. But do you know that he imposes that requirement in any other matter whatsoever?”*

H. *And Raba may say, “I make my ruling even within the position of rabbis. Rabbis take the position that they do, that we do not require that the abbreviation be made explicit, only in respect to a writ of divorce, for, [6A] after all, no one is going to divorce the wife of a third party! But as to other matters, have you heard rabbis take such a view?”*

I. *An objection was raised: “Lo, that is to me...,” or “Lo, this is to me” – he is forbidden, because that language is an abbreviation for, “lo, that is as qorban to me.” So the operative consideration is that the person has used the language, “unto me,” but if he didn’t say, “unto me,” that would not be the case – a refutation of the position of Abbayye!*

J. *Abbayye may say to you, “The operative reason for his being forbidden is that he used the language, Lo, that is to me..., but if he*

had said, 'lo, this..., ' but did not say, '...is to me,' then the sense of his statement is, lo, it is classified as ownerless property'; 'lo, this is classified as charity.'"

K. *Yeah, but isn't the specific challenge, because that constitutes an abbreviation for the language, "lo, that is as qorban to me"?*

L. *Rather, say: Because he said "to me," he is forbidden but the other is permitted; but if he said, "behold, that is..., " both are forbidden, because the meaning of his language is intended as, "behold, that is consecrated..."*

M. *An objection was raised: "Lo, this is a sin-offering, lo, this is a guilt-offering" – even though the man is liable to present a sin-offering or a guilt-offering, he has said nothing. "Lo, this is the animal for my sin-offering, lo, this is the animal for my guilt-offering" – if he was obligated for such, his statement is confirmed [T. Tem. 3:12A-C] – a refutation of the position of Abbaye!*

N. *Abbaye may say to you, "Who is the authority behind that formulation? It is none other than R. Judah."*

O. *Well, then, isn't it Abbaye himself who has said, "Well, I rule even in accord with the position of R. Judah"?!*

P. *Big deal – so he changed his mind.*

Q. *Then shall we say that Raba's position accords only with R. Judah's [since Abbaye concurs only with rabbis (Freedman)]?*

R. *Raba will say to you, "I make my ruling even within the position of rabbis. Rabbis take the position that they do, that we do not require that the abbreviation be made explicit, only in respect to a writ of divorce, for, after all, no one is going to divorce the wife of a third party! But as to other matters, we do require that abbreviations be fully explicated."*

II.4 A. **[6B]** R. Pappa asked the question: "Is an unexplicit abbreviation valid in the case of a betrothal, or is that not the case?"

B. *How can we imagine such a case? Should we say that he said to a woman, "Lo, you are betrothed to me," and said to her girlfriend, "You too"? It is obvious that what we have is a perfectly valid act of betrothal. But it must involve a case in which he said to a woman, "Lo, you are betrothed to me," and*

he said to her girlfriend, “and you.” *Do we invoke the argument that, “and you” means “you too,” so that the betrothal takes effect also for her girlfriend? Or perhaps the meaning of, “and you,” is, “and you be the witness,” so she is not betrothed?*

C. *Well, is R. Pappa really in doubt about such a matter? But lo, since he said to Abbayye, “Does Samuel take the position that unexplicit abbreviations are valid?” it must follow that so far as R. Pappa is concerned, abbreviations are valid when it comes to betrothals!*

D. *R. Pappa’s question derives from what Samuel formulated as his reasoned opinion [that is, Samuel held abbreviations to be valid, on which basis Pappa asked about the specific issue before us].*

II.5 A. *R. Pappa asked the question: “Is an unexplicit abbreviation valid in the case of designating the corner of the field to be left to the poor, or is an unexplicit abbreviation not valid in the case of designating the corner of the field to be left to the poor?”*

B. *How can we imagine such a case? Should we say that he said, “Let this furrow be the corner of the field, and this one too,” that is a fully valid declaration concerning the corner of the field. So it must involve a case in which he said, “...and this,” but didn’t say, “too.” What then is the upshot? Since he referred to the field, the whole of it would be so designated?*

C. *Well, as a matter of fact, yes, and so it has been taught on Tannaite authority: How on the basis of Scripture do we know that, if one wanted to designate the whole of his field as the corner of the field to be left to the poor, he has every right to do so? As it is said, “And when you reap the harvest of your land, you shall not wholly reap the corner of the field” (Lev. 19: 9).*

D. *Well, do we invoke the argument, since the corner of the field is treated as analogous to holy offerings, just as abbreviations that are not explicated are valid in the case of holy offerings, so they are valid in the case of the corner of the field? Or perhaps the analogy is valid only in respect to the commandment, “You shall not delay”?*

E. *Well, where is the analogy set forth? It is in line with that which has been taught on Tannaite authority: [7A] “When you shall vow a vow to the Lord your God, you shall not delay to pay it, for the Lord will surely require it of you” (Deu. 23:22) – this refers to gleanings, forgotten sheaves, and the corner of the field. [Freedman: While “[he] will surely require it” refers to sacrifices, hence they are treated as comparable.]*

II.6 A. Are abbreviations valid in the case of pledges of charity or are abbreviations not valid in the case of pledges of charity?

B. *How can we imagine such a case? Should we say that he said, “Let this penny be for charity, and that too,” that is a perfectly valid designation of the latter for charity. Rather, he said, “this...,” but he didn’t say, “too.” So what is the rule? “This...,” also serves as a declaration of charity, or perhaps, “this” means only, “for my private use,” in general, and it was a statement that is incomplete? Do we say that, since a designation of a gift to charity is treated as comparable to offerings, “That which is gone out of your lips you shall keep and perform, even a freewill-offering according as you have vowed to the Lord your God, which you have promised with your mouth” refers to charity, therefore just as abbreviations are valid for sacrifices, so they are with regard to declarations of charity? Or perhaps the analogy is valid only in respect to the commandment, “You shall not delay”?*

II.7 A. Are abbreviations valid in the case of declarations that property is ownerless or are abbreviations not valid in the case of declarations that property is ownerless?

B. *Well, that’s no different from the case of charity!*

C. *The formulation of the question is within the form, “well, if you should conclude...,” thus: if you should conclude that abbreviations are valid for declarations of charity, in that there is no comparability that is merely partial, then in the case of declarations that property is ownerless, do we maintain that they are no different from declarations of charity? Or perhaps we regard declarations of charity as exceptional, in that funds*

designated for charity are suitable only for the poor, but what is declared ownerless is for both poor and rich?

II.8 A. *Rabina raised this question: “Are abbreviations effective in regard to an outhouse [where it is forbidden to say prayers or study the Torah] or not?”*

B. *How can we imagine such a case? Should we say that he said, “Let this house serve as an outhouse, and that too,” the other surely is an outhouse! Rather, it must involve a case in which he said, “that...,” but didn’t say, “too.” What is the rule? When he said, “that,” the sense was, “and also that will be an outhouse,” or perhaps, what is the meaning of “and that”? It is for use in general that he made that statement?*

C. *Does it then follow that it is self-evident to Rabina that the designation of a building to serve as an outhouse is valid? Lo, Rabina raised that very question, “If one has designated a building as an outhouse, what is the law? If one has designated a building as a bathhouse, what is the law? Does the designation take effect, or does the designation not take effect?”*

D. *When Rabina laid out the present question, he did it in the supposition that the prior issue was settled, thus, is designation effective or not? And if you say that it is effective, then, Are abbreviations effective in regard to an outhouse [where it is forbidden to say prayers or study the Torah] or not?*

E. *So that’s a question.*

III.1 A. **[He who says,] “I am excommunicated from you” – R. Aqiba in this case did incline to impose a stringent ruling:**

B. Said Abbaye, “But R. Aqiba concedes that, in regard to a flogging, he is not flogged, *for otherwise, the Mishnah should say, ‘in this case did R. Aqiba impose a stringent ruling.’*”

C. Said R. Papa, “If the language used was, ‘I am isolated from you,’ all concur that he is forbidden. If he said, ‘I am accursed from you,’ all agree that he is permitted. **[7B]** What is subject to dispute? It is the language, “I am excommunicated from you.” R. Aqiba holds that this is tantamount to ‘isolated,’ and rabbis, ‘accursed.’”

- D. *And they differ from R. Hisda, for someone said, "I am accursed in respect to the property of the son of R. Jeremiah bar Abba." He came to R. Hisda. He said to him, "Nobody pays any attention to this statement of R. Aqiba." Therefore he maintains that they differ in regard to use of the language, "I am accursed."*

III.2 A. Said R. Ila said Rab, "If sages excommunicated someone in his presence, the ban can be released only in his presence; if it was in his absence, it can be released either in his presence or his absence."

- B. Said R. Hanin said Rab, "[If sages] have excommunicated a person in his presence, they release the excommunication only in his presence. If they did so in his absence, they release the ban of excommunication whether in his presence or in his absence."

- C. Said R. Hanin said Rab, "He who hears the pronouncement of the Divine Name by another has to declare him excommunicated. And if he did not so so, he himself should be subject to excommunication."

- D. "For wherever God's name is frequently invoked [in profane settings], there poverty is commonplace, and poverty is no better than death, as it is said, 'and the Lord said to Moses in Midian, Go, return to Egypt, for all the men are dead who sought your life' (Exo. 4:19). [They were specifically Abiram and Dathan, and were alive at the time of Korah's rebellion; but they had lost their money and are regarded as corpses.]

E. *"And it has been taught on Tannaite authority: In any place in which sages cast their eyes in disapproval is either death or poverty."*

III.3 A. *Said R. Abba, "I was standing before R. Huna. He heard a woman gratuitously make mention of the name of God. He declared her excommunicated but immediately released her in her very presence."*

B. *That incident proves three points: first, he who hears the pronouncement of the Divine Name by another has to declare him excommunicated; second, [if sages] have excommunicated a person in his presence, they release the excommunication only in his presence; third, no span of time must intervene between an act of excommunication and its remission."*

III.4 A. Said R. Giddal said Rab, "A disciple of a sage may excommunicate himself and release himself."

- B. *Yeah, so what else is new?!*
- C. *What might you otherwise have supposed? A prisoner cannot release himself from prison? So we are informed that that is not true.*
 - D. *What would be an instance?*
 - E. *Mar Zutra the Pious, when a neophyte rabbi became liable to excommunication, first of all would excommunicate himself, and then he would excommunicate the other. When he went home, he first released himself, then he released the other.*

Composite of Sayings by R. Giddal-Rab on the General Theme of Personal Acts of Piety

- III.5** A. [8A] Said R. Giddal said Rab, “How on the basis of Scripture do we know that people may take an oath that they will carry out a religious duty? ‘I have sworn, and I will perform it, that I will keep my religious judgments’ (Psa. 119:106).”
 - B. But is Israel not subject to an oath that endures from Mount Sinai?
 - C. *Rather, this is the intent: one may urge himself on.*
- III.6** A. And said R. Giddal said Rab, “He who says, ‘I shall get up in the morning and repeat this chapter of the Mishnah, [or] repeat this tractate’ has taken a mighty vow to the God of Israel.”
 - B. But is Israel not subject to an oath that endures from Mount Sinai, and one oath does not take effect when a prior oath is in place?
 - C. *Rather, is the intent: that one may urge himself on? That is what R. Giddal’s prior statement has already said!*
 - D. *What this tells us is this: since, if the man wants, he may exempt himself from the requirement of reciting the Shema morning and evening, on account of that fact, this oath does take effect on him even when a prior oath is in place.*
- III.7** A. Said R. Giddal said Rab, “He who says to another, ‘Let’s get up in the morning and repeat this chapter of the Mishnah, [or] repeat this tractate’ – it is the duty of the one who makes that statement to get up early: ‘and he said to me, arise, go forth to the plain, and there I will talk with you; then I arose and went forth to the plain, and behold, the glory of the Lord stood there’ (Eze. 3:22-23).” [Freedman: The Lord having instructed him to go forth had preceded him.]

Reversion to the Exposition Commencing at III:2.

- III.8** A. Said R. Joseph, "If in a dream [sages] declared him excommunicated, he requires ten men to release the ban."
- B. *But that is so only if they were people who repeated law. But if they were people who had repeated law but had not taught it to others, that is not the case [and they cannot release the ban]. If people who had repeated law were not available, then those who had only learned it but not repeated it for others will suffice. And if even these are not at hand, then let him go and sit at the crossroads and greet ten men, until he has found ten men who have learned law.*
- III.9** A. Said Rabina to R. Ashi, "If someone knew [from a dream] that someone had excommunicated him, can the person of whom he dreamt release the ban?"
- B. He said to him, "But maybe they appointed that other person [from Heaven] to excommunicate him but not to release the ban."
- C. Said R. Aha to R. Ashi, "If in a dream he saw that they excommunicated him but also released him, what is the law?"
- D. He said to him, "Just as it is not possible to have wheat without straw, **[8B]** so it is not possible to have dreams without little nonsense."
- III.10** A. *Rabina's wife was subject to a vow. He came before R. Ashi, saying to him, "What is the rule on a husband's serving as an agent to express his wife's regret as to having taken a vow?"*
- B. *He said to him, "If he can assemble the required court, he may do so, if not, not."* [Freedman: Having troubled to assemble the three sages, he may want to get the thing done and so may exceed his wife's instructions as to the basis for her absolution from the vow.]
- C. *That story yields three conclusions: First, a husband's serves as an agent to express his wife's regret as to having taken a vow; second, it is not permitted to release a vow in the place where his master is located; third, if the required sages are assembled, it is all right.*
- D. *But as to a ban of excommunication, even in the place in which one's master is located, even a qualified individual may release such a ban.*
- III.11** A. Said R. Simeon bar Zebid said R. Isaac bar Tabela said R. Hiyya the Tall of the household of R. Aha said R. Zira said R. Eleazar said R. Hanina said R. Meyassa in the name of R. Judah bar Ilai, "What is the meaning of the verse of Scripture, 'But to you who fear my name shall the sun of righteousness arise

with healing in its wings' (Mal. 3:20)? This refers to people who fear gratuitously to express the Name of Heaven."

III.12 A. "The sun of righteousness arise with healing in its wings":

B. *Said Abbayye, "This indicates that the sun's rays heal."*

C. *This view differs from that of R. Simeon b. Laqish, who said, "In the world to come, there is no Gehenna, but rather, the Holy One, blessed be He, brings the sun out of its sheathe and he heats the wicked but heals the righteous through it. The wicked are brought to judgment by it, as it is said, 'But to you who fear my name shall the sun of righteousness arise with healing in its wings' (Mal. 3:20). And not only so, but they shall revel in: 'And you shall go forth and gambol as calves of the stall' (Mal. 3:20). The wicked are brought to judgment by it: 'For behold, the days come, it burns as a furnace, and all the proud and all who do wicked things shall be stubble, and the day that comes shall set them ablaze, says the Lord of hosts, that it shall leave them neither root nor branch' (Mal. 3:19). 'it shall leave them neither root' – in this world; 'nor branch' – in the world to come."*

1:1G-I

G. [9A] [He who says], "As the vows of the evil folk..., " has made a binding vow in the case of a Nazir, or in the case of [bringing] an offering, or in the case of an oath.

H. [He who says,] "As the vows of the suitable folk" has said nothing whatsoever.

I. "As their [suitable folks'] freewill-offerings" ...he has made a binding vow in the case of a Nazir or in the case of [bringing] an offering.

I.1 A. [He who says, "As the vows of the evil folk..., " has made a binding vow in the case of a Nazir, or in the case of bringing an offering, or in the case of an oath:] *but maybe the intent was to say, "Like the vows that the wicked take I am not taking a vow"?*

B. Said Samuel, "The passage refers to one who says, 'Lo, like the vows of the wicked, lo, incumbent on me is a vow,' or, 'I take upon myself,' or, 'I am forbidden from it,' meaning, 'behold I am a Nazirite'; or 'I take on myself the obligation to present a sacrifice.'"

C. [As to the Nazirite:] if he said, "I am forbidden by an oath to derive any benefit from it, behold I am a Nazir," *maybe he meant, "Behold, I am to fast"?*

- D. Said Samuel, “It refers to a case in which a Nazirite was passing in front of him [Freedman: so he meant, ‘such as he’].”
- E. If he used the language, “I am forbidden by an oath to derive benefit from it”:
- F. *Maybe he meant, “that I shall eat of it”?*
- G. Said Raba, “It is a case in which he said, ‘I am forbidden from it, not to eat of it.’”
- H. *If so, what’s the point?*
- I. *What might you otherwise have said? This person has not actually expressed the language of an oath? So we are informed that that is not the case [for he has taken a valid oath or vow].*

- II.1**
- A. **[He who says,] “As the vows of the suitable folk” has said nothing whatsoever. “As their [suitable folks’] freewill-offerings” ...he has made a binding vow in the case of a Nazir or in the case of [bringing] an offering:**
 - B. *Who is the Tannaite authority who distinguishes between a vow and a pledge of a freewill-offering? Might one say it is not in accord with R. Meir or with R. Judah? For it has been taught on Tannaite authority: “‘It is better not to vow than take a vow and not pay’ (Qoh. 5: 4) – best of all is not taking a vow at all,” the words of R. Meir. R. Judah says, “Best of all is to vow and carry out the vow.” [Thus neither authority distinguishes between a vow and a freewill-offering.]*
 - C. *You may even say that it is R. Meir who draws that distinction. When [9B] R. Meir made his statement, it was with reference to a vow, but he did not make reference at all to a freewill-offering!*
 - D. *But lo, the Mishnah states explicitly: “As their [suitable folks’] freewill-offerings” ...he has made a binding vow in the case of a Nazir or in the case of [bringing] an offering!*
 - E. *Repeat the passage in this manner: He has made a binding vow for a freewill-offering in respect to a Nazirite and a sacrifice.*

- II.2**
- A. *Then what differentiates the case of the one who takes a vow [“As the vows of the suitable folk”], that he is not subject to the same rule?*
 - B. *He may stumble [and not carry out the vow].*
 - C. *So in regard to one who vows a freewill-offering, won’t he face the possibility also of stumbling?*

D. *It is like Hillel the Elder, for it has been taught on Tannaite authority:* They said concerning Hillel the Elder that during all his lifetime no one ever committed sacrilege through an animal designated in advance as a burnt-offering. He would bring the animal as yet unconsecrated to the Temple courtyard and there he would declare it to be sanctified for the stated purpose and put his hands on it and then slaughter it.

E. *Well, that solves the problem in regard to a freewill-offering in the classification of ordinary sacrifices, but what about the freewill-offering presented in the context of the Nazirite vow?* [Freedman: since the possibility of violating one of the laws of the Nazirite may also form a stumbling block].

F. *The operative theory is that of Simeon the Righteous, for it has been taught on Tannaite authority:*

G. **Said Simeon the Righteous, “Only once in my lifetime have I eaten a guilt-offering presented by a Nazirite who had become unclean. Once a Nazirite came to me from the south, and I saw that he had beautiful eyes, a handsome face, and thick curly locks. I said to him, ‘My son, how come you vowed to destroy this lovely hair of yours [in a Nazirite’s hair-offering]?’”**

H. **“He said to me, ‘I was a shepherd in my village. I came to draw water from a well, saw my reflection in the water, and my evil impulse rushed upon me and tried to drive me out of this world [by making me sin, with pride]. I said to it, “Evil one! You oughtn’t to have taken pride in something that does not belong to you, something that is going to turn into dust, worms, and corruption. Lo, I take upon myself the obligation to shave you off for the sake of Heaven.”’”**

I. **“Forthwith I got up and kissed him on the head, saying, ‘My son, may there be many Nazirites of such pure motive as you in Israel. You are the person to whom Scripture referred when it said, “When either a man or a woman shall separate themselves to vow a vow of a Nazirite, to separate themselves to the Lord” (Num. 6: 2)’” [T. [Naz. 4:7](#)].**

J. *Objected R. Mani, “And what differentiates the guilt-offering of an unclean Nazirite, that he never ate meat from one? It is because it is*

presented on account of sin. But then he should not have eaten meat from any guilt-offering, since all of them are presented on account of sin!"

K. *Said to him R. Jonah, "This is the operative consideration: It is when people are in a state of discombobulation that they take Nazirite vows, but then, when they contract uncleanness, and [having to start all over again] the days of their Nazirite vows become many, that they regret their vows, in which case, they turn out to bring unconsecrated beasts [animals they have consecrated to carry out a vow that is in fact null, hence, unconsecrated animals] to the Temple courtyard."*

L. *Well, if that's the case, then the same consideration applies also to a Nazirite who has not contracted uncleanness!*

M. *A Nazirite who has not contracted uncleanness is not subject to the same consideration, because he has made a careful estimate of himself that he can take the vow [and carry it out].*

II.3 A. *But if you prefer, [10A] you may even maintain that R. Judah makes the distinction at hand. When R. Judah made his statement, it was with reference to a freewill-offering, but he made no such statement with regard to a vow.*

B. *But the Tannaite formulation is, "Best of all is to vow and carry out the vow"!*

C. *Repeat it as, pledge a freewill-offering and carry it out.*

II.4 A. *Then what differentiates the case of the one who takes a vow ["**As the vows of the suitable folk**"], that he is not subject to the same rule?*

B. *He may stumble [and not carry out the vow].*

C. *So in regard to one who vows a freewill-offering, won't he face the possibility also of stumbling?*

D. *R. Judah is consistent with views expressed elsewhere, for he said, "A person may bring his lamb to the Temple court, there consecrate it and lay hands on it, and then slaughter it."*

E. *Well, that solves the problem in regard to a freewill-offering in the classification of ordinary sacrifices, but what about the freewill-offering presented in the context of the Nazirite vow?*

F. *R. Judah is consistent with views expressed elsewhere, for it has been taught on Tannaite authority: R. Judah says, “The pious men of old would lust after bringing a sin-offering, for the Holy One, blessed be He, would never bring about a stumbling block through them. What did they do? They went and vowed to present the freewill-offering of a Nazirite to the Omnipresent, so that there should also be incurred the obligation to present a sin-offering to the Omnipresent.”*

G. Rabbi Simeon says, “He did not take the vow of the Nazirite. But someone who wanted to present a burnt-offering would vow such a freewill-offering and present peace-offerings, or he would vow a freewill-offering and present a thank-offering, together with its four varieties of bread-offering, and make the presentation. But they did not take a freewill-offering in respect to the Nazirite vow, so that they should not be called ‘sinners,’ in line with the verse: ‘and he shall make atonement for him, because he sinned against the soul’ (Num. 6:11)” [T. **Ned. 1:1H-L**].

II.5 A. Said Abbaye, “Simeon the Righteous, R. Simeon, and R. Eleazar Haqqappar – all of them concur that the Nazirite is a sinner.

B. *“Simeon the Righteous and R. Simeon as we have just now said.*

C. *“R. Eleazar Haqqappar, in line with the following, which has been taught on Tannaite authority: said R. Eleazar Haqqappar of the household of Rabbi, “What is the meaning of the verse, ‘and make an atonement for him, for he has sinned regarding the soul’ (Num. 6:11)? Now against what soul has this one sinned? But he has caused himself pain by abstaining from wine. And does this not yield an argument a fortiori: if this one, who has caused himself pain only by abstaining from wine, is called a sinner, he who causes himself pain by abstaining from anything at all [that is a gift of God] all the more so!”*

D. Hence: whoever sits in a fast is called a sinner.

E. *But this verse refers to an unclean Nazirite!*

F. *That is because he repeated his sin.*

1:2

- A. He who says to his fellow, “Qonam,” “Qonah,” “Qonas” – lo, these are euphemisms for the Qorban [a vow to bring a sacrifice, and are valid].
- B. [He who says to his fellow,] “Hereq,” “Herekh,” “Heref,” lo, these are euphemisms for a herem [ban].
- C. [He who says to his fellow,] “Naziq,” “Naziah,” “Paziah” – lo, these are euphemisms for Nazirite vows.
- D. [He who says,] “Shebutah,” “Shequqah,”
- E. [or if he] vowed [with the word] “Mohi,”
- F. lo, these are euphemisms for “shebuah” [oath].

I.1

- A. *It has been stated:*
- B. As to euphemisms –
- C. R. Yohanan said, “These represent foreign words.”
- D. R. Simeon b. Laqish said, “This is language that sages have invented for use in taking vows. And so Scripture says, ‘in the month which he had devised in his heart’ (1Ki. 12:33).”

I.2

- A. *How come rabbis made up euphemisms for vows [such as Qonam]?*
- B. *It is to avoid using the Hebrew word for offering, which is qorban.*
- C. *So why avoid saying qorban anyhow?*
- D. *Someone might then say, “An offering to the Lord.”*
- E. *So why avoid saying “An offering to the Lord”?*
- F. *He might end up saying, “for the Lord” without saying “an offering,” in which case, he would end up gratuitously expressing the Name of Heaven.*

G. *That is in line with what we have learned on Tannaite authority: Said R. Simeon, [10B] “How on the basis of Scripture do we know that a person should not say, ‘For the Lord, a burnt-offering,’ ‘for the Lord, a meal-offering,’ ‘for the Lord, peace-offerings,’ but rather he should say, ‘A burnt-offering for the Lord,’ ‘a meal-offering for the Lord,’ ‘peace-offerings for the Lord’? Scripture says, ‘an offering [of a given classification] for the Lord.’ [The word order then is to be following, such and such a classification of offering applies to the beast at hand, then, ‘for the Lord.’] And lo, this yields an argument a fortiori: If in the case of*

one who is going to undertake an act of sanctification of a beast, the Torah has said, ‘the name of Heaven should not be treated as profane in connection with the offering,’ [but rather, the offering has to be named first, only then the name of Heaven is invoked], how much the more so [are to be condemned] those who make mention of the name of Heaven for any null purpose whatsoever!” [Sifra Vayyiqra Dibura Denedabah Parashah 2 III:IV.1].

I.3 A. *May we say that at hand is a conflict among Tannaite rulings, namely: the House of Shammai say, “Euphemisms of euphemisms are binding.” And the House of Hillel say, “Euphemisms of euphemisms do not bind” [T. Naz. 1:1A-B]. Is this not what is at issue between them, that the party that maintains euphemisms of euphemisms are binding takes the position that these represent foreign words. And the party that maintains euphemisms of euphemisms do not bind conceives that this is language that sages have invented for use in taking vows?*

B. *Not at all. All parties take the view that these represent foreign words, but the House of Shammai hold that gentiles make use of this language too, and the House of Hillel take the position that they don’t. Or, if you prefer, I shall say simply that the House of Shammai hold that we make a precautionary decree covering euphemisms for euphemisms on account of the effect of euphemisms themselves, and the House of Hillel say we do not make a precautionary decree covering euphemisms for euphemisms on account of the effect of euphemisms themselves.*

I.4 A. *What exactly are euphemisms of euphemisms?*
B. R. Joseph formulated this Tannaite statement: “Meqanamana, meqanehana, meqanesana.”
C. *What are euphemisms of herem vows?*
D. *Mafashaah repeated as a Tannaite statement: “Haraqim, harakim, harafim.”*
E. *What are euphemisms of Nazirite vows?*
F. R. Joseph formulated this Tannaite statement: “Mehazaqana, menazahana, mephana.”

- I.5** A. *The question was raised: What about the language, mephazna, mithazana, mitaazana?*
 B. *Said Rabina to R. Ashi, “What about the language, qinema? Is it the same as qonam? Or is it a reference to qineman besem [sweet cinnamon (Exo. 30:23)]?”*
 C. *Said R. Aha b. R. Hiyya to R. Ashi, “What about qinah? Does it mean a fowl’s nest [qinah]? or is it the equivalent of Qonam?”*
 D. *These questions stand.*

- I.6** A. *What exactly are euphemisms of oaths?*
 B. *Shebuel, shebuthiel, Shequqeel.*
 C. *But Shebuel can mean, Shebuel son of Gershon.*
 D. *Rather: Shebubel, Shebutiel, Shequqel – what is the standing of those sounds?*
 E. *Said Samuel, “If one said, ‘ahibeta,’ he has said nothing; ‘ashqiqua,’ he has said nothing; ‘qarinesha,’ he has said nothing.”*

- II.1** A. **[or if he] vowed [with the word] “Mohi” – lo, these are euphemisms for “shebuah” [oath]:**
 B. *It has been taught on Tannaite authority:*
 C. **Rabban Simeon b. Gamaliel says, “He who says, ‘by Mohi,’ has said nothing; ‘by Momta that Mohi said’ – lo, these are euphemisms for “shebuah” [oath]” [T. 1:2E].**

1:3

- A. **He who says, “Not-unconsecrated produce shall I not eat with you,” “Not-valid [food],” and, “Not-pure,” “[Not]-clean [for the altar],” or “Unclean,” or “Remnant,” or “Refuse” –**
 B. **is bound.**
 C. **[If he said, “May it be to me] like the lamb [of the daily whole-offering],” “...like the [temple] sheds,” “...like the wood,” “...like the fire,” “...like the altar,” “...like the sanctuary,” “...like Jerusalem” –**
 D. **[if] he vowed by the name of one of any of the utensils used for the altar,**
 E. **even though he has not used the word qorban –**
 F. **lo, this one has vowed [in as binding a way as if he had vowed] by qorban.**

G. R. Judah says, “He who says, ‘Jerusalem,’ has said nothing.”

- I.1** A. **[11A] [Not-unconsecrated produce:]** *They offered the theory, “What is the meaning of Not-unconsecrated? If it means, not-unconsecrated, then it should be an offering [to which he has made reference, in using the double negative]!”*
- B. *So in that case, who is the authority behind our Mishnah paragraph? It cannot be R. Meir, for he does not take the position that out of a “no,” you hear a “yes.” For we have learned in the Mishnah: R. Meir says, “Any condition which is not stated as is the condition of the sons of Gad and the sons of Reuben [that is, in both negative and positive formulations], is no condition, since it says, ‘And Moses said to them, If the children of Gad and the children of Reuben will pass over’ (Num. 32:29). And it is written, ‘And if they will not pass over armed’ (Num. 32:20)” [M. Qid. 3:4A-B].*
- C. *Then it must stand for the view of R. Judah.*
- D. *Well, then, look at the conclusion: R. Judah says, “He who says, ‘Jerusalem,’ has said nothing”! Now, since the concluding clause makes explicit reference to the position of R. Judah, it must follow that the opening clause cannot represent his opinion as well.*
- E. *Not at all, the entire passage speaks for R. Judah, and this is the sense of the Tannaite formulation: for R. Judah says, “He who says, ‘Jerusalem,’ has said nothing.”*
- F. *So then, from R. Meir’s position, if someone said, “like Jerusalem,” has he imposed upon himself a binding vow? And has it not been taught on Tannaite authority, R. Judah says, “He who says, ‘Jerusalem,’ has said nothing, unless he vows by what is offered in Jerusalem”?*
- G. *The entire passage speaks for R. Judah, and what we have are two Tannaite formulations in respect to the opinion of R. Judah.*

I.2 A. **[11B]** *It has been taught on Tannaite authority:*

- B. *“...be unconsecrated food,” or “be the unconsecrated food,” or “be like unconsecrated food,” be what I might eat of yours” or “be what I might not eat of yours” – he is not bound by such a statement. If he said, “That which I may not eat of yours be not-unconsecrated food,” he is not bound by such a statement.*

- C. *Now in accord with whose theory is such a statement? You would suppose it is in accord with R. Meir, for he maintains that out of a “no,” you hear a “yes.” But then note the concluding clause: “Not unconsecrated food be that which I do not eat of yours” – he is permitted. And note what we have learned in the Mishnah: [If he says,] “For a qorban shall be what I eat with you,” R. Meir declares him bound [M. 1:4I-J]! And what struck us as a problem is, does not R. Meir reject the position, out of a “no,” you hear a “yes”? And said R. Abba, “He is treated as though he had said, ‘Let your food be for an offering, therefore I will not eat of your food.’” So here too, it is as though he said, “Let your food be for an offering, therefore I will not eat of your food.”*
- D. *The Tannaite authority responsible for the passage concurs with R. Meir in one point and differs from him in another. The Tannaite authority responsible for the passage concurs with R. Meir in one point, namely, he does not take the position that out of a “no,” you hear a “yes.” And differs from him in another, namely, in respect to the use of the language, “for an offering.”*
- E. *R. Ashi said, “In the one case, he said, ‘for unconsecrated food,’ in the other, ‘for the unconsecrated food,’ which can mean, ‘let it not be unconsecrated food but like an offering.’”*

- II.1** A. **“[Not]-clean [for the altar],” or “Unclean,” or “Remnant,” or “Refuse” is bound:**
- B. *R. Ammi bar Hama raised the question: “If he said, ‘Lo, it is unto me like meat of a peace-offering after the sprinkling of the blood’ what is the rule?”*
 - C. *If he used such language, that is language that refers to what is permitted that he has used for his vow!*
 - D. *Rather: If for example there was lying before him meat of a peace-offering and also food that was permitted lay alongside, and he said, “Let this be like this,” what is the upshot? Has he taken a vow concerning its original state, when it was forbidden, or in accord with its present state, when it is permitted?*
 - E. *Said Raba, “Come and take note: or ‘Remnant,’ or ‘Refuse’ – he is bound. [12A] Lo, the status of Remnant and Refuse comes about only after the sprinkling of the blood.” [Freedman: A sacrifice is forbidden because at some time it was consecrated by a vow. With the sprinkling of the blood it loses its forbidden character, until it becomes left over, when it resumes it. But a direct reference to left over itself is inadmissible in a vow, because leftover meat of*

offerings is divinely forbidden and not the result of a vow; hence the reference must have been to the condition of the meat before the sprinkling of the blood.]

- F. Said to him R. Huna b. R. Nathan, "It makes reference to the left-over of a burnt-offering" [Freedman: the meat of which is not permitted even after the sprinkling of the blood, so that proves nothing].
- G. *He said to him, "If so, the Tannaite formulation should be: 'The meat of a burnt-offering.'"*
- H. *The formulation follows the pattern, "It goes without saying," thus: it is not necessary to say that reference to the meat of a burnt-offering is forbidden, because lo, he has made reference in his vow to an offering, but in regard to leftover and refuse meat it was necessary to make the matter explicit, for you might have supposed that he made reference to what is forbidden in regard to leftover or refuse, so that we have a reference to what is inherently forbidden and therefore he would not be prohibited; so we are informed that that is not the case.*
- I. *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." Now how are we to imagine such a case? Is it not a case that he took that position on a Sunday, on which day his father died; and though there are many permitted Sundays, still, the Tannaite rule is that he is forbidden; and that proves that it was that original Sunday to which he made reference?*
- J. *The statement attributed to Samuel is framed in this way: Said Samuel, "And that is the case only in which he was subject to a vow from that day without interruption [every Sunday to the present vow]."*
- K. *Said Rabina, "Come and take note: If he said, 'like the dough-offering of Aaron,' or 'like his priestly rations,' he is not bound by such a statement. Then, if he said, as the heave-offering of loaves of a thanksgiving-offering, he would be bound by such an oath. But, yet, [12B] the heave-offering of the loaves presented with a thanksgiving-offering is forbidden only after the blood has been sprinkled!"*

- L. *State it in this language:* But if he said, “as the heave-offering of the sheqel chamber,” he is forbidden. But if he said, “as the heave-offering taken from the loaves of bread presented with a thanksgiving-offering, *what is the rule?* He is permitted.
- M. *Well, then, the Tannaite formulation should be:* As the heave-offering taken from the loaves of bread presented with a thanksgiving-offering – and all then more so if he said, “as the heave-offering of the sheqel chamber,” he is forbidden.
- N. *This is the sense of the formulation: The use of the language,* as the heave-offering taken from the loaves of bread presented with a thanksgiving-offering *is tantamount to saying,* like his heave-offering.
- O. *If you prefer, I shall say, the reference to* as the heave-offering taken from the loaves of bread presented with a thanksgiving-offering *pertains to the loaves prior to the sprinkling of the blood of the offering, that is, if it was taken up during the kneading of the dough, for* said R. Tobi bar Qisma said Samuel, “Cakes for the thank-offering that one baked as four [instead of forty] serve to carry out one’s obligation.”
- P. But isn’t it written, “Forty” [four species, ten of each]?
- Q. That is simply a description of the proper manner of carrying out the religious duty.
- R. *But heave-offering has to be taken up from the whole lot, one from each of the ten. And should you propose one loaf covers it all, we have learned in the Mishnah, “one” – that he should not take [two loaves] from one offering [and none at all] for its fellow [that is, he should take one loaf of each kind] [M. Men. 8:2J]. Rather, he separates it during kneading, taking one part of the leaven, one of the unleavened cakes, one of the unleavened wafer, and one of the fried cakes, and here that is the same rule.*

- II.2** A. *May we say that what is at issue is subject to debate among Tannaite authorities:*
- B. If someone said, “Lo, this is to me as a firstling” –
 - C. R. Jacob declares the oath binding.
 - D. R. Judah releases it.
 - E. *Now how can we understand this situation? If it is before the sprinkling of the blood of the firstling, at which point the meat is forbidden, what can possibly explain the position of him who releases the vow? And if it is prior, then what*

can possibly explain the position of him who declares it binding? So is it not [13A] a situation in which the meat of the firstling lay before him, and the other meat lay at its side, and he said, “This be like this,” and that would then yield the dispute among Tannaite authorities parallel to the one before us here?

- F. *Not at all. All parties concur that it is before the sprinkling of the blood of the firstling, at which point the meat is forbidden, what can possibly explain the position of him who releases the vow? Scripture has said, “If a man vow a vow” (Num. 30: 3) – a vow is binding only if one vows by something by which one vows, excluding the matter of a firstling, which is something that is already forbidden.*
- G. *And he who has declared the vow binding?*
- H. *Said Scripture, “...to the Lord...,” to encompass even something that is already forbidden.*
- I. *And as to someone who maintains that it is not a binding vow, how is he to interpreted the language, “...to the Lord...”?*
- J. *He requires it to cover the case of someone who vows by referring to a sin-offering or a guilt-offering.*
- K. *Well, then, how come you extend the law to the sin-offering and the guilt-offering but remove from the law the reference to a firstling?*
- L. *I extend the law to cover the sin-offering and the guilt-offering, for these are things that can be covered by a vow in general, but I eliminate the matter of the firstling, because that is sanctified from its mother’s womb [and is not subject to an oath to that effect].*
- M. *And one who declares a vow by the firstling to be forbidden?*
- N. *It, too, is covered by a vow, for it has been taught on Tannaite authority:*
- O. *In the name of Rabbi they have said, “How do we know that one to whom a firstling has been born in his flock has the religious duty of making a formal act of consecration [of that same firstling]? ‘You will sanctify the male’ (Deu. 15:19).”*
- P. *And as to one who declares the vow not binding?*
- Q. *Well, if he did not sanctify it, isn’t it sanctified anyhow? [Of course it is!]*

III.1 A. **[If he said, “May it be to me] like the lamb [of the daily whole-offering],” “...like the [temple] sheds”:**

- B. *A Tannaite statement:* If he said, “a lamb, for a lamb, as a lamb; sheds, for sheds, as sheds, wood, for wood, as wood; fire, for fire, as fire; the altar, for the altar, as the altar; the Temple, for the Temple, as the Temple; Jerusalem, for Jerusalem, as Jerusalem” – in all cases adding, “be anything that I eat with you,” he is bound; “be anything that I don’t eat with you,” he is permitted [T. **Ned. 1:3A-D**].

C. *Now what Tannaite authority has let us know that there is no point of differentiation among the language usages, a lamb, for a lamb, as a lamb? It is R. Meir [by contrast to Judah: He who says, ‘Jerusalem,’ has said nothing]. So then notice what is going to come: “be anything that I don’t eat with you,” he is permitted. But we have learned in the Mishnah: [If he says,] “For a qorban shall be what I eat with you,” R. Meir declares him bound [M. **1:4I-J**]. And R. Abba said in that connection, “He is treated as though he had said, ‘for an offering will it be, therefore I shall not eat with you.’”*

D. *There is no contradiction, in the one case he said, “not for a lamb,” in the other, “not-for a lamb.”*

1:4A-H

- A. He who says, “An offering [be what I eat with you],” “A whole-offering [be what I eat with you],” “A meal-offering [be what I eat with you],” “A sin-offering [be what I eat with you],” “A thank-offering [be what I eat with you],” “Peace-offering be what I eat with you” –
- B. he is bound [= prohibited from eating with the other party].
- C. R. Judah permits [declares him not bound].
- D. [If he says, “May what I eat of yours be] the qorban,” “Like the qorban [be what I eat with you],”
- E. “[By] a qorban [do I vow] be what I eat with you,”
- F. he is bound.
- G. [If he says,] “For a qorban shall be what I eat with you,”
- H. R. Meir declares him bound.

- I.1** A. [If he says, “May what I eat of yours be the qorban,” “Like the qorban [be what I eat with you],” “By a qorban do I vow be what I eat with you”:] *Since the Mishnah paragraph uses the language, “the qorban, as qorban, a qorban be what I eat of yours,” the unattributed rule accords with*

the principle of R. Meir, who finds no distinctions among the formulations, “a sheep” or “the sheep.”

- B. *If it is R. Meir, then as to the Tannaite formulation, “**May what I eat of yours be] the qorban,**” has it not been taught on Tannaite authority: sages concede to R. Judah in the case of him who says, “Oh, qorban,” or “oh, burnt-offering,” or “oh, meal-offering,” or “oh, sin-offering,” “...what I will eat of yours be this,” that he is not bound by such a statement, because he merely vowed by the life of the qorban [T. Ned. 1:2M-N]? [The meaning is, he was swearing by the life of the offering that he would eat.] [Freedman: Why not assume the same in our Mishnah?]*
- C. **[13B]** *No problem! In this case, he said, “Oh! [an] offering,” in that case he said, “oh-offering.” [In the one case, the opening sound, ha, is a separate word, an interjection expressing an affirmative oath, I will eat, in the other, it is a definite article, thus, “What I might eat of yours be an offering,” and therefore he is forbidden (Freedman).] How come [in the latter rule he is not bound negatively by the oath]? What he said referred to “the life of the offering.”*
- D. *Here the passages states, [If he says,] “**For a qorban shall be what I eat with you,**” R. Meir declares him bound. But isn’t it the fact that R. Meir does not maintain that out of a negative statement one derives a positive one as well!*
- E. Said R. Abba, “It is treated as tantamount to saying, ‘for an offering may it be classified, therefore I won’t eat of what belongs to you.’”

1:4I

- I. **He who says to his fellow, “Qonam be my mouth which speaks with you,” or “My hand which works with you,” or “My foot which walks with you,” is bound,**

- I.1** A. *By way of contradiction: A more strict rule applies to vows than to oaths in one regard, and to oaths than to vows in another regard. 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. 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]. [The reference here, then, to talking, working, or walking, is to what is not substantial, so the vow should not be valid, but here it is.]*

- B. Said R. Judah, “The Mishnah refers to a case in which he said, ‘Let my mouth be forbidden in regard to talking,’ my hands in regard to their working,’ ‘my feet in regard to their walking.’ *That interpretation is yielded by a close reading of the very language of the Mishnah paragraph before us, which frames matters as, **my mouth which speaks with you**, and not as, ...that I speak with you.*”