

The Soncino Babylonian Talmud



NEDARIM

Book I

Folios 2a-45a

CHAPTERS I-IV

TRANSLATED INTO ENGLISH WITH NOTES

BY

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INTRODUCTION

Nedarim, 'Vows' is generally regarded as the third Tractate of Nashim, 'Women',¹ though the order of the Tractates is not uniform in all editions. The first nine chapters have no particular connection with women, yet the tractate is included in this Order on account of the last two chapters, which treat of the husband's power to annul the vows of his wife and the father's power to annul those of his daughter. According to Maimonides in the Introduction to his commentary on the Mishnah, this Tractate immediately follows Kethuboth because once a woman has entered under the huppah (bridal canopy) and the provisions of the ketubah (marriage settlement) are operative, her husband has the right to annul her vows.

The making of vows would appear to have been a frequent practice in ancient life. People voluntarily denied themselves permitted pleasures, though the Rabbis frowned upon unnecessary asceticism, holding it a sin to abstain from legitimate enjoyment. Again, to express anger or resentment, vows were made whereby one forbade himself to benefit from the object of his displeasure, or forbade the latter to benefit from him. It may be remarked in this connection that the Rabbis disapproved of the whole practice of vowing, so much so that one might rightly speak of the vows of the wicked, but not of the vows of the righteous (Mishnah, 9a). And in making vows of abstinence people, as a rule, did not say, 'I vow that So-and-so shall be forbidden to me,' for a definite technique of vowing had in course of time been evolved. Generally speaking, they related their vow to the Temple Service, as the religious centre of their lives, and would declare, 'Let So-and-so be to me as a *Korban*, sacrifice,' which meant that it was to be prohibited. Yet there was a tendency to avoid the actual use of the word *Korban*, and similar sounding substitutes

were employed instead. The first two chapters deal with this technique of vowing: which formulas were valid ([chapter 1](#)) and which were not ([chapter 2](#)).

The [third chapter](#) treats of vows which for certain reasons were not recognised as vows at all, but merely as rhetorical means of emphasizing one's determination, such as vows taken in business transactions to enhance or depress the value of merchandise. An excursus at the end of the chapter gives definitions of the persons to be understood by particular terms, as when e.g., one vows not to benefit from land-dwellers, seafarers, the children of Noah, the seed of Abraham, etc. In this connection a definition of 'circumcised' is given, and this is made the opportunity for a digression on the vital importance of circumcision in Judaism. These definitions may be regarded as a fitting introduction to the subject-matter of [chapter 4](#) which is to define the scope of vows, such as the extent to which one is forbidden when he is under a vow not to eat aught of his neighbor. and when he is under a vow not to benefit from his neighbor.

[Chapter 5](#) deals with partners in property who subject one another to vows, and how their partnership rights are thereby affected. It is characteristic of the high place kindness and pity hold in Judaism that the chapter proceeds to discuss how one who may not confer benefit upon his neighbor as a result of a vow may nevertheless help him in distress. Some of the expedients permitted may appear to be and are in fact mere evasions; but they correspond to the finer instincts of the true ethical values of religion.

Chapters [6](#) and [7](#) contain a further series of definitions. But whereas the excursus at the end of [chapter 3](#) treats of definitions of persons, we have here definitions of common terms used in vowing, e.g., what is understood when one vows to abstain from boiled food, food prepared in a pot, roast, milk, various fruits, vegetables, house, etc. In

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the [following chapter](#) time-definitions form the main subject: what is meant by day, month, year, etc., when one sets these as limits to his vow, and how they are affected by the intercalation of the month or the year.

The frequency and possibly light-hearted spirit with which vows were made, only to be regretted later in calmer moments, made it necessary to provide for their remission, when this was desired. Nevertheless, absolution could not be granted at one's mere request, but some grounds for regret had to be found. For it was presumed that had these grounds been present to the mind of the vower at the time, he would have refrained from vowing. This presumption sufficed to render it a vow made in error and thereby warrant its nullification. The [ninth chapter](#) deals with the grounds upon which absolution may be granted.

As has already been stated, it is to the [10th](#) and [11th](#) chapters that this Tractate owes its inclusion in the present Order. The former deals with the persons who can annul a woman's vows, viz., her father and her husband, and under what conditions. Finally the [last chapter](#) discusses which vows a husband can annul. It may be observed that though a woman's vows were thus subject to annulment by her father or husband (in the latter case only where they affected him), neither had the power to impose vows upon her, such as was recognised in some ancient non-Jewish legal systems.

The text, particularly in the halachic portion, is in some disorder, far more so than is the case of other Tractates of the Talmud. A great number of readings differing from those of the cur. edd. are preserved in the standard commentaries of Rashi, Ran, Ashen and Tosafoth. These variants are not merely linguistic, but in many cases materially affect the thread of the discussion. Naturally, interpretation is affected too, and the necessary changes consequent upon the changes in the text have been indicated in the

notes.

There is very little *Aggada* in this Tractate. The most noteworthy passages and *Aggadic* sayings are those dealing with the great importance of circumcision; the emphasis that learning must be free; the enumeration of the things created before the Creation of the world; the importance of sick visiting; the story of R. Akiba's rise from a poor shepherd to a great teacher in Israel, bound up, in true romantic fashion, with a tender love-story; the warning against selfish motives in study — 'he who makes use of the crown of the law is uprooted from the world'; and the exhortation: 'Take heed of the sons of the poor, for from them cometh Torah' — a democratic assertion fitting for a cultural and religious system which always strives to assess a man's worth not by his material wealth and possessions but by the higher standard of piety and knowledge.

H. FREEDMAN

Footnotes

1. V. [Sotah 2a](#)

The Indices of this Tractate have been compiled by Judah J. Slotki, M. A.

PREFATORY NOTE BY THE EDITOR

The Editor desires to state that the translation of the several Tractates, and the notes thereon, are the work of the individual contributors and that he has not attempted to secure general uniformity in style or mode of rendering. He has, nevertheless, revised and supplemented, at his own discretion, their interpretation and elucidation of the original text, and has himself added the notes in square brackets containing alternative explanations and matter of historical and geographical interest.

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CHAPTER I

MISHNAH. ALL THE SUBSTITUTES FOR [THE FORMULAS OF] VOWS HAVE THE VALIDITY OF VOWS.¹ THOSE FOR HARAMIM ARE LIKE HARAMIM,² THOSE FOR OATHS ARE LIKE OATHS, AND THOSE FOR NEZIROTH ARE LIKE NEZIROTH.³ IF ONE SAYS TO HIS NEIGHBOR, 'I AM DEBARRED FROM YOU BY A VOW, [OR] I AM SEPARATED FROM YOU,' [OR] 'I AM REMOVED FROM YOU, IN RESPECT OF AUGHT⁴ THAT I MIGHT EAT OF YOURS OR THAT I MIGHT TASTE OF YOURS,' HE IS PROHIBITED. IF HE SAYS: I AM BANNED TO YOU,' THEN R. AKIBA WAS INCLINED TO GIVE A STRINGENT RULING.⁵

1. The principal form of a vow to abstain from anything is: 'This shall be to me as a Korban (Heb. sacrifice); Korban was sometimes substituted by Konam or Konas.
2. Herem (plural Haramim): a vow dedicating something to the Temple or the priests.
3. Neziroth: the vow of a Nazirite. A Nazirite had to abstain from grapes and intoxicating liquors and refrain from cutting his hair and defiling himself through the dead.
4. [Reading [H], *Var. lec.* [H] 'for I will eat naught of yours'.]
5. I.e., declared the vow binding. [According to Maimonides, provided he adds: 'for I will eat naught of yours'. Tosaf., however, (*infra* 7a) holds that the phrase by itself implies a vow to abstain from aught belonging to the other person.]

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GEMARA. ALL THE SUBSTITUTES FOR [THE FORMULAS OF] VOWS HAVE THE VALIDITY OF VOWS: Why other clauses¹ not stated in [the Mishnah of] *Nazir*,² whilst [our Mishnah of] Nedarim includes them all? — Because oaths and Vows are written side by side [in the Bible]³ they are both stated, and since the two are mentioned, the others are stated also. Then let OATHS be taught immediately after VOWS? — Because he states vows in which the article is forbidden to the person, he follows it up with HARAMIM,

where likewise the article is forbidden to the person. OATHS, however, are excluded [from the category of vows], since oaths bind the person to abstain from a thing;⁴ [hence they cannot immediately follow vows].

The Mishnah commences with substitutes: ALL THE SUBSTITUTES FOR [THE FORMULAS OF] VOWS, etc., yet proceeds to explain the laws of abbreviations of VOWS: IF ONE SAYS TO HIS NEIGHBOR: I AM DEBARRED FROM YOU BY A VOW ... WITH HIS VOW;⁵ moreover, [the Tanna] has altogether omitted to state that abbreviations [are binding]? — [The Tanna does] speak of them, but our text is defective,⁶ and this is what was really meant: ALL SUBSTITUTES and abbreviations OF VOWS HAVE THE VALIDITY OF VOWS. Then let substitutes be first explained? — The clause to which [the Tanna] has last referred is generally first explained, as we have learned: Wherewith may [the Sabbath lights] be kindled, and wherewith may they not be kindled? They may not be kindled, etc.⁷ Wherein may food be put away [to be kept hot for the Sabbath], and wherein may it not be put away? It may not be put away [etc.].⁸ Wherewith may a woman go out (from her house on the Sabbath), and wherewith may she not go out? She may not go out from, etc.⁹ [Is it then a universal rule] that the first clause is never explained first? But we have learnt: Some relations inherit from and transmit [their estate] to others; some inherit but do not transmit. Now, these relations inherit from and transmit to each other, etc.¹⁰ Some women are permitted to their husbands but forbidden to their husbands' brothers;¹¹ others are the reverse. Now, these are permitted to their husbands but forbidden to their husbands' brothers, etc.¹² Some meal offerings require oil and frankincense, others require oil but no frankincense. Now, these require both oil and frankincense, etc.¹³ Some mealofferings must be taken [by the priest to the south-west corner of the altar], but do not need waving;¹⁴ others are the reverse. Now, these must be taken to the altar, etc.¹⁵ Some are treated as first-borns in respect of inheritance¹⁶ but not in respect of the priest;¹⁷

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others are treated as first-borns in respect of the priest but not in respect of inheritance. Now who is regarded as a first-born in respect of inheritance but not in respect of the priest, etc.?¹⁸ — In these examples [the first clause is explained first] because it contains numerous instances [to which its law applies]. But, 'Wherewith may a beast go out on the Sabbath, and wherewith may it not go out?' where [the first clause does] not contain numerous instances, yet it is explained [first], viz., a camel may go out, etc.?

1. Viz., HARAMIM, OATHS, AND VOWS.
2. The tractate *Nazir* commences likewise: All substitutes for the Nazirite vow are binding.
3. Num. XXX, 3: If a man vow a vow unto the Lord, or swear an oath.
4. A vow is thus taken: 'This shall be forbidden tonic,' the prohibition falling upon the thing. An oath, however, is thus taken: 'I swear to abstain from a certain thing,' the prohibition falling upon the person.
5. Since the principal way of making a vow is to declare a thing to be as *Korban*, the omission of such a declaration renders the vow merely an abbreviation or suggestion (lit., 'a handle') of a vow, V. *Nazir* (Sonc. ed.) p. 2.
6. This may mean either that there is actually a lacuna in the text, words having fallen out, or that though it is correct in itself something has to be supplied to complete the sense; v. Weiss, Dor. III, p. 6. n. 14. The former is the most probable here.
7. Shab. 20b.
8. Ibid. 47b.
9. Ibid. 57a. — In all these examples the second clause is first discussed.
10. B.B. 108a.
11. In Levirate marriage, v. Deut. XXV, 5 seq.
12. Yeb. 84a.
13. Men. 59a.
14. A ceremony in which the priest put his hands under those of the person bringing the offering and waved them to and fro in front of the altar.
15. Ibid. 60a
16. I.e., they receive a double share of their patrimony; v. Deut. XXI, 17.
17. They do not need redemption: v. Ex. XIII, 23.
18. Bek. 46a. In all these examples the first clause is discussed first.

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Hence there is no fixed rule: sometimes the first clause is explained first, at others the last clause is first explained. Alternatively:

abbreviations are explained first, because they [sc. their validity] are deduced by exegesis.¹ Then let these be stated first? He [the Tanna] commences indeed with substitutes, since these are Scriptural,² and proceeds to explain abbreviations, which are inferred by interpretation only.³ This harmonises with the view that substitutes are merely the foreign equivalents [of the word *Korban*].⁴ But what can be said on the view that they are forms expressly invented by the Sages for the purpose of making vows?⁵ — Now, are abbreviations mentioned at all; were you not compelled to assume a defective text? Then indeed place abbreviations first. Thus: All abbreviations of VOWS have the validity of VOWS, and ALL SUBSTITUTES FOR VOWS HAVE THE VALIDITY OF VOWS. These are the abbreviations: IF ONE SAYS TO HIS NEIGHBOR ... And these are the substitutes: *Konam*, *Konas*, *Konah*.⁶

Now, where are abbreviations written? — When either a man or a woman shall separate themselves to vow a vow [lindor neder] of a Nazirite [*Nazir Le-hazzir*];⁷ and it has been taught: *Nazir Le-hazzir* is to render substitutes and abbreviations of *Neziroth* as *Neziroth*.⁸ From this I may infer only the law of *Neziroth*; whence do we know that it applies to other vows too? This is taught by the verse: When either a man or a woman shall separate themselves to vow a vow of a Nazirite to the Lord:⁹ here ordinary vows are compared to *Neziroth* and vice versa.¹⁰ Just as in *Neziroth* abbreviations are equally binding, so in the case of other vows; and just as in other vows, he who does not fulfil them violates the injunctions: He shall not break his word,¹¹ and Thou shalt not delay to pay it,¹² so in *Neziroth*. And just as in other vows, the father can annul those of his daughter and the husband those of his wife, so with *Neziroth*.

Wherein does *Neziroth* differ? Because it is written *Nazir lehazzir*! But [in the case of] vows too it is written, lindor neder;¹³ then what need is there of analogy? — If the text were neder lindor just as '*Nazir Le-hazzir*', it would be as you say, and the analogy would be

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unnecessary,' since however, 'lindor neder' is written, the Torah spoke in the language of men.¹⁴ This agrees with the view that the Torah spoke in the language of men; but he who maintains that the Torah did not speak in the language of men,¹⁵ to what purpose does he put this 'lindor neder'? — He interprets it to deduce that abbreviations of vows are as VOWS, and then Neziroth is compared to vows; and as to 'Nazir Le-hazzir' he interprets it as teaching

1. But not explicitly stated in the Bible.
2. I.e., their validity is explicitly stated in the Bible.
3. When stating the law in general terms there is a preference for that which is best known; hence, substitutes, being explicitly taught, are first mentioned. But when going into details, the Tanna prefers to deal first with the lesser known.
4. Hence their validity may be regarded as explicitly stated in the Bible, since it obviously does not matter in which language a vow is taken.
5. V. *infra*, 10a.
6. V. *infra* 9a.
7. Num. VI. 2.
8. Sc. equally binding.
9. Ibid.
10. Since they are coupled together. This method of exegesis is known as hekkesh.
11. Ibid. XXX, 3.
12. Deut. XXIII, 22.
13. Lit., 'to vow a vow — likewise a pleonastic form.
14. The point is this: The usual grammatical form is for the verb to precede its cognate object. Hence, when this order is reversed, as in *Nazir le-hazzir*, one may directly infer something from the unusual order. When it is observed, however, nothing can be inferred.
15. So that every pleonasm, even if in accordance with the general idiom, gives an additional teaching.

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that one Nazirite vow falls upon another.¹ Then he who maintains that the Torah spoke in the language of men, and interprets 'Nazir le-hazzir' as teaching the validity of abbreviations of Neziroth, whence does he learn that a Nazirite vow can fall upon another? If he agrees with the view that a Nazirite vow does not fall upon another, it is

well; but if he agrees with the view that it does, whence does he know it? — Let Scripture say, li-zor [the kal form]; why 'le-hazzir' [the causative]? That you may infer both from it.² In the West³ it was said: One Tanna deduces [the validity of] abbreviations from 'lindor neder'; whilst another deduces it from [the 'phrase], he shall do according to all that proceedeth out of his mouth.⁴

The Master said: 'And just as in other vows, he who does not fulfil them violates the injunctions, he shall not break his wad, and thou shalt not delay to pay it, so in Neziroth.' Now, as for 'he shall not break his word' as applying to [ordinary] vows, it is well: it is possible e.g., if one says, 'I vow to eat this loaf', and does not eat it; he violates the injunction, 'he shall not break his word'. But how is, 'he shall not break [his word],' possible in the case of Neziroth.? For, as soon as one says, 'Behold, I am a Nazir' he is one; if he eats [grapes], he is liable for, nor eat moist drapes or dried;⁵ if he drinks [wine], he violates, he ... shall drink no vinegar of wine, or vinegar of strong drink, neither shall he drink any liquor of grapes.⁶ — Raba answered: It is to transgress two [injunctions].⁷ How is 'thou shalt not delay to pay it,' referring to Neziroth, conceivable? [For] as soon as one says 'Behold, I am a Nazir', he is one; if he eats [grapes], he transgresses, 'neither' shall he ... eat moist grapes or dried?' — When one says: 'when I wish, I will be a Nazir'.⁸ But if he says, 'when I wish', the injunction 'thou shalt not delay' does not apply?² — Said Raba: E.g., if he says, 'I must not depart this world before having been a *Nazir*,' for he becomes a *Nazir* from that moment.¹⁰ For this is similar to one who says to his wife: 'Here is your divorce, [to take effect] one hour before my death,' where she is immediately forbidden to eat *Terumah*.¹¹ Thus we see that we fear¹² that he may die at any moment: so here¹³ too, he becomes a *Nazir* immediately, for we say, Perchance he will die now.

1. A Nazirite vow for an unspecified period means for thirty days. If one who is already a *Nazir* takes a Nazirite vow, it is binding, and becomes operative when the first ends. Thus he

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translates: a *Nazir* can take a vow le-hazir, to become a *Nazir* after his present vow terminates, v. *infra* isa.

2. The heavier form le-hazzir implies intensity, therefore it is interpreted as meaning something additional to what might be inferred from the kal li-zor, which itself being pleonastic allows us to infer something not explicit in the verse.
3. I.e., the Palestinian academies.
4. Num. XXX, 3: this embraces every form in which a vow can be made.
5. Ibid. VI, 3.
6. Ibid. [It is assumed that the injunction 'he shall not break his word' can apply only to a case where the vow is nullified by his action, e.g., where he vows to eat and he does not eat, but not where he, for instance, vows not to eat and he does eat, where the vow has not been nullified but transgressed: and similarly in the case of a *Nazir*.]
7. [Raba extends the scope of the injunction to include cases where the oath is transgressed: and thus by drinking wine he transgresses 'he shall it drink', in addition to 'he shall not break his word'.]
8. If he postpones becoming a *Nazir*, he violates, 'thou shalt not delay etc'.
9. Since there is no vow until he so desires.
10. Not actually, but in the sense that he must assume his Naziriteship without delay lest he dies the next moment.
11. V. [Glos.](#)
12. Lit., 'we say'.
13. In the case of a Nazirite.

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R. Aha b. Jacob said: E.g., if one takes a Nazirite vow whilst in a cemetery.¹ This agrees with the view that the Naziriteship is not immediately binding. But on the view that it is immediately valid, is then, 'he shall not delay,' applicable?² Moreover, Mar, son of R. Ashi, said: The vow is immediately valid, and they differ³ only on the question of flagellation? — Nevertheless he violates, 'thou shalt not delay,' because the [ritually] clean Naziriteship is delayed. R. Ashi said: Since this is so, [it follows that] if a *Nazir* intentionally defiles himself, he transgresses thou shalt not delay in respect to [the recommencement of] the clean Naziriteship.

R. Aha, the son of R. Ika, said: He⁴ might transgress 'that shalt not delay' in respect to

shaving.⁵ Now, this goes without saying according to the view that shaving is indispensable,⁶ but even on the view that the shaving is not a bar [to the sacrifices], nevertheless he does not observe the precept of shaving. Mar Zutra the son of R. Mari said: He might violate 'Thou shalt not delay' in respect to his sacrifices. Is this deduced from here; surely, it is rather inferred from elsewhere: [When thou shalt vow a vow unto the Lord, thou shalt not slack to pay it, for the Lord thy God] will surely require it of thee:⁷ this refers to sin-offerings and trespass-offerings?⁸ — I might say that the Torah set up an anomaly⁹ in the case of *Nazir*.¹⁰ What is the anomaly? Shall we say, the fact that a vow to bring the sin-offering of a *Nazir*¹¹ is invalid: but a sin-offering for Heleb¹² cannot be made obligatory by a vow,¹³ yet one transgresses, 'thou shalt not delay'? But the anomaly is this: I might have thought, since even if one says, 'I will be a *Nazir* only with respect to the kernels of grapes,'¹⁴ he is a *Nazir* in all respects. I would think that he does not violate, 'Thou shalt not delay'; therefore we are told [otherwise].¹⁵ Now, this is well according to the opinion that a vow of Naziriteship in respect of the kernels of grapes makes one a *Nazir* in all respects; but on the view of R. Simeon, viz., that one is not a *Nazir* unless he separates himself from all, what can be said? Moreover, this is an anomaly in the direction of greater stringency?¹⁶ — But the anomaly is this: I might have thought, since

1. A *Nazir* may not defile himself through the dead. Consequently the vow does not become immediately operative, but he must not delay to leave the cemetery so that it shall become binding.
2. Surely not, for he is an actual *Nazir*, subject to all the provisions of a *Nazir*.
3. Sc. R. Johanan and Resh Lakish, in *Nazir* 16b.
4. The Nazirite.
5. After the completion of his Naziriteship: v. Num. VI, 9, and thus violate the injunction 'thou shalt not delay'.
6. Lit., 'hinders' — the offering of the sacrifices on the completion of Naziriteship, hence delay in shaving involves a delay in sacrifices.
7. Deut. XXIII, 22.
8. And this would cover the case of a Nazirite. For what purpose then the application of the verse 'thou shalt not delay' to the Nazirite?

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9. Lit., 'a novelty' — as such it cannot be included in other general laws, as it is a principle of exegesis that an anomaly stands in a class by itself.
10. Which includes a Nazir's sacrifices.
11. By one who is not Nazirite.
12. Forbidden fat.
13. A vow to bring a sin-offering which is normally due for eating Heleb is not binding if the vower is not actually liable.
14. V. Num. VI, 4.
15. By the coupling of the Nazirite vow with other vows in the same sentence.
16. How then would we think that the injunction does not apply, so that it is more lenient

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if he shaves himself for one [sacrifice] of the three, he fulfils his duty.¹ therefore he should not be subject to, 'Thou shalt not delay'; hence we are told [that it is not so]. An alternative answer is this: the anomaly is that it cannot be vowed; but as to your difficulty of the sin-offering for Heleb,² — the sin-offering for Heleb comes for atonement,³ but for what does the sin-offering of anal come?⁴ But the sin-offering of a woman who gave birth,⁵ which does not come for an atonement, yet one violates, 'thou shalt not delay' on account thereof? — That permits her to eat of sacrifices.⁶

The Master said: 'And just as in other vows, the father can annul those of his daughter and the husband those of his wife, so in the case of Neziroth, the father can annul the Neziroth of his daughter and the husband that of his wife'. But what need is there of analogy; let us infer it from VOWS by general similarity?⁷ — Perhaps he can annul only in the case of other vows, because their duration is unlimited; but with respect to Neziroth, the duration of which is limited — for an unspecified vow of Neziroth is for thirty days, — I might say that it is not so.⁸ Hence we are informed [otherwise].⁹

IF ONE SAYS TO HIS NEIGHBOR, I AM DEBARRED FROM YOU BY A VOW', etc. Samuel said: In all these instances he must say, 'in respect of aught that I might eat of yours or that I might taste of yours'. An objection is

raised: [If one says to his neighbor], 'I am debarred from you by a vow,' [or] 'I am separated from you.' [or] 'I am removed from you', he is forbidden [to derive any benefit from him]. [If he says,] 'That which I might eat or taste of yours' [shall be to me prohibited], he is forbidden!¹⁰ — This is what is taught: When is this? If he adds 'in respect of aught that I might eat or taste of yours.' But the reverse was taught: [If one says to his neighbor,] 'That which I might eat or taste of yours' [shall be prohibited to me], he is forbidden; 'I am debarred from you by a vow', [or] 'I am separated from you', [or] 'I am removed from you,' he is [likewise] forbidden! — Read thus: Providing that he had first said, 'I am debarred from you, etc.'¹¹ If so, it is identical with the first [Baraita]?¹² Moreover, why teach further, 'he is forbidden' twice?¹³ — But this is what Samuel really said: Because he said, 'in respect of aught that I might eat of yours or that I might taste of yours', the maker of the vow alone is forbidden while his neighbor is permitted;¹⁴

1. A *Nazir* at the termination of his vow is bound to bring three sacrifices, viz., a burnt-offering, a sin-offering, and a peace-offering. Yet if he shaves and brings only one, the prohibitions of a *Nazir*, such as the drinking of wine, etc., are lifted. This is a unique law, and in the direction of greater leniency.
2. *Supra* p. 7, n. 10.
3. Hence one violates the injunction by delaying to make atonement.
4. Though technically a sin-offering, it is, in fact, merely part of a larger vow. Hence it is an anomaly that it cannot be vowed separately.
5. V. Lev. XII, 6ff.
6. Which may be an obligation. e.g., the eating of the Passover sacrifice. Hence 'thou shalt not delay' is applicable.
7. Since Naziriteship is a form of vow. [H] Lit., 'as we find concerning', a method of hermeneutics whereby an analogy is drawn from one case for one single similar case, as distinct from hekkesh (*supra* p. 4, n. 6) where the analogy is based on the close connection of the two subjects in one and the same context.]
8. Since the vow will automatically lapse.
9. By the analogy.
10. The first clause proves that the vow is valid without the addition.
11. According to this rendering, the bracketed 'shall be prohibited to me' must be deleted.

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12. Why then is the order reversed? This difficulty arises in any case. But if each clause is independent, it can be answered that the second Baraitha intentionally reverses the clauses, so as to make their independence obvious, since the interpretation 'providing that he had first said' is forced; whilst in the first Baraitha the assumption that the second clause is an addition to the first is quite feasible.
13. Seeing that the whole refers to one vow.
14. To benefit from him.

Nedarim 5a

but if he merely says, 'I am debarred from you by a vow,' both are forbidden. Just as R. Jose son of R. Hanina said: [If one says to his neighbor] 'I am debarred from you by a vow,' both are forbidden.

We learnt: [If one says to his neighbor,] 'Behold! I am Herem¹ to you,' the muddar² is forbidden.³ But the maddir² is not [forbidden]?⁴ — E.g., if he explicitly states, 'but you are not [Herem] to me'. [But does it not continue,] 'You are Herem to me', the maddir is forbidden, [implying,] but not the muddar? — E.g., if he explicitly states, 'but you are not [Herem] to me.' But what if it is not explicit: both are forbidden? But since the final clause teaches, 'I am [Herem] to you and you are [Herem] to me,' both are forbidden, it is only in that case that both are forbidden, but in general he is forbidden while his neighbor is permitted?⁵ But this is how R. Jose son of R. Hanina's [dictum] was stated: [If one says to his neighbor,] 'I am under a vow in respect of you,' both are forbidden; 'I am debarred from you by a vow,' he is forbidden but his neighbor is permitted. But our Mishnah teaches, 'FROM YOU, yet our Mishnah was explained according to Samuel that in all cases he must say, 'in respect of aught that I might eat of yours or that I might taste of yours' — only then is he [alone] forbidden while his neighbor is permitted, but in the case of, 'I am debarred from you by a vow,' both are forbidden? But this is what was originally stated in Samuel's name: It is only because he said, 'in respect of aught that I might eat of yours or that I might taste of yours,' that he is forbidden only in respect of eating. But [if he only said,] 'I am

debarred from you by a vow,' he is forbidden even benefit. If so, let Samuel state thus: But if he did not say, 'In respect of aught that I might eat of yours or that I might taste of yours,' even benefit is forbidden to him?⁶ But this is what was stated: Only if he says, in respect of aught that I might eat of yours or that I might taste of yours', is he forbidden; but if he [merely] says, 'I am debarred from you by a vow,' it does not imply a prohibition at all. What is the reason? 'I am debarred from you,' [implies] 'I am not to speak to you; 'I am separated from you' [implies] 'I all, to do no business with you'; 'I am removed from you' implies, 'I am not to stand within four cubits of you'.

1. V. [Glos.](#)
2. Muddar is the object of the vow; maddir is the man who makes the vow.
3. *Infra* 47b.
4. This contradicts Samuel's dictum that without the addition the incidence of the vow is reciprocal.
5. Which contradicts R. Jose b. R. Hanina.
6. So the text as amended by BaH.

Nedarim 5b

Shall we say Samuel holds the opinion that inexplicit abbreviations are not abbreviations?¹ — Yes. Samuel makes the Mishnah agree with R. Judah, who maintained: Inexplicit abbreviations are not abbreviations. For we learnt: The essential part of a Get² is, 'Behold, thou art free unto all men'. R Judah said: [To this must be added] 'and this [document] shall be unto thee from me a deed of dismissal and a document of release.'³ Now, what forced Samuel to thus interpret the Mishnah, so as to make it agree with R. Judah: let him, make it agree with the Rabbis, that even inexplicit abbreviations [are binding]?⁴ Said Raba: The Mishnah presents a difficulty to him: Why state, IN RESPECT OF AUGHT THAT I MIGHT EAT OF YOURS OR THAT I MIGHT TASTE OF YOURS, let him teach, IN RESPECT OF AUGHT THAT I MIGHT EAT OR THAT I MIGHT TASTE [and no more]? This proves that we require explicit abbreviations.

NEDORIM – 2a-45a

It was stated: Inexplicit abbreviations — Abaye maintained: They are [valid] abbreviations; while Raba said: They are not [valid] abbreviations. Raba said: R. Idi explained the matter to me. Scripture says, [When either a man or a woman shall] explicitly law a vow of a Nazirite, to separate themselves unto the Lord: abbreviations of Neziroth are compared to Neziroth: just as Neziroth must be explicit in meaning, so must their abbreviations be too.

Are we to say that they differ in the dispute of R. Judah and the Rabbis? For we learnt: The essential part of a Get is the words, 'Behold, thou art free unto all men.' R. Judah said: [To this must be added,] 'and this [document] shall be unto thee from me a deed of dismissal and a document of discharge and a letter of release': [Thus] Abaye rules as the Rabbis, and Raba as R. Judah? — [No.] Abaye may assert: My opinion agrees even with R. Judah's. Only in divorce does R. Judah insist that abbreviations shall be explicit, because 'cutting off'⁵ is necessary, and this is lacking;⁶ but do you know him to require it elsewhere too? Whilst Raba can maintain, My view agrees even with that of the Rabbis. Only in the case of divorce do they say that explicit abbreviations are not essential,

1. I.e., invalid. For the above forms are such, and Samuel maintains that they impose no prohibition at all without the explanatory clauses.
2. V. [Glos.](#)
3. Otherwise it is not clear that the divorce is to be effected by the Get. Thus he holds that inexplicit abbreviations are invalid.
4. [For unless Samuel had cogent reasons to make the Mishnah agree only with R. Judah, he himself would not have accepted the view of R. Judah in preference to that of the majority of Rabbis (Ran).]
5. [Referring to Deut. XXIV, 3: 'And he shall write unto her a writ of cutting off' (so literally).]
6. If the abbreviation is inexplicit the severance is not complete.

Nedarim 6a

because no man divorces his neighbor's wife;¹ but do you know then, [to rule thus] elsewhere?²

An objection is raised: [If one says,] 'That is to me,' [or] 'this is to me,' he is forbidden,³ because it is an abbreviation of ['that is as a] Korban [to me].'⁴ Thus, the reason is that he said, 'unto me,' but if he did not say, 'unto me,' it is not so:⁵ this refutes Abaye? — Abaye replies thus: It is only because he said, 'to me,' that he is forbidden; but if he [merely] said, 'behold, that is,' without adding 'to me' he might have meant, 'behold, that is Hefker,'⁶ or 'that is for charity.'⁷ But is it not stated, 'because it is an abbreviation of, "a Korban?"'⁸ — But answer thus: Because he said, 'to me,' he [alone] is forbidden, but his neighbor is permitted; but if he said, 'behold, that is,' both are forbidden, because he may have meant,⁹ 'behold that is Hekdesh.'¹⁰

An objection is raised: [If one says,] 'Behold, this [animal] is a sin-offering,' 'this is a trespass-offering,' though he is liable to a sin-offering or a trespass-offering, his words are of no effect. [But if he says,] 'Behold, this animal is my sin-offering,' or 'my trespass-offering,' his declaration is effectual if he was liable. Now, this is a refutation of Abaye!¹¹ — Abaye answers: This agrees with R. Judah.¹² But Abaye said, My ruling agrees even with R. Judah?¹² — Abaye retracted. Are we to say [then] that Raba's ruling agrees [only] with R. Judah's?¹³ — No. Raba may maintain: My view agrees even with that of the Rabbis. Only in the case of divorce do they say that explicit abbreviations are not essential, because no man divorces his neighbor's wife; but elsewhere explicit abbreviations are required.

1. I.e., even if the wording is inexplicit, the whole transaction makes its meaning perfectly clear. [This argument makes it evident that the point at issue between R. Judah and the Rabbis is mainly concerning the phrase [from me', the Rabbis being of the opinion that since no man divorces his neighbor's wife, it is clear that the Get comes 'from him' (Ran); v. Git. 85b.]

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2. Elsewhere they may agree that inexplicit allusions are invalid.
3. To benefit from it.
4. So Rashi and Asheri. [Alternatively: Because it is an abbreviation valid for a Korban (an offering), and therefore also valid in case of a vow.]
5. Because it is an inexplicit abbreviation.
6. Ownerless property. V. [Glos.](#)
7. Hence it is not an abbreviation of a vow at all.
8. [This is difficult. The meaning apparently is that the reason that it is an abbreviation valid for a Korban, (v. n. 2) ought to apply also to the declaration 'that is' by itself, since such a declaration too is valid for a Korban; v. Ran.]
9. [Where the object vowed was not fit for sacrifice; v. n. 6.]
10. Sanctified property. V. [Glos.](#)
11. Since in the first clause the abbreviation is invalid because it is inexplicit.
12. V. *supra* 5b.
13. Since Abaye's view agrees only with that of the Rabbis.

Nedarim 6b

R. Papa enquired: Are abbreviations valid in the case of *Kiddushin*,¹ or not? Now, how does this problem arise? Shall we say thus: If one said to a woman, 'Behold, thou art betrothed unto me, and said to her companion, 'and thou too,' it is obvious that this is actual *Kiddushin*?² — But e.g., If one said to a woman, 'Behold, thou art betrothed unto me,' and then to her companion, 'and thou'. Do we assume that he meant 'and thou too,' and so the second is betrothed;³ or perhaps he said to her companion, 'and do thou witness it', and so she is not betrothed?

But is R. Papa really in doubt? But since he said to Abaye. Does Samuel hold that inexplicit abbreviations are valid?⁴ it follows that he [R. Papa] holds that abbreviations are valid in the case of *Kiddushin*? — R. Papa's question to Abaye was based on Samuel's opinion.⁵

R. Papa enquired: Are abbreviations binding in respect of *Pe'ah*⁶ or not? What are the circumstances? Shall we say that one said, 'Let this furrow be *Pe'ah*. and this one too' — that is a complete [declaration of] *Pe'ah*? — His problem arises, e.g., if he [merely] said, 'and this,' without adding 'too'.⁷ (Hence it follows

that if one says, 'Let the entire field be *Pe'ah*', it is so?⁸ — Yes. And it was taught likewise: Whence do we know that if one wishes to render his whole field *Pe'ah*, he can do so? From the verse, [And when ye reap the harvest of thy land, thou shalt not wholly reap] the corner of the field.)⁹ — Do we say, Since it [sc. *Pe'ah*] is compared to sacrifices, just as abbreviations are binding in the case of sacrifices, so in the case of *Pe'ah* too; or perhaps, the analogy holds good only in respect of [the injunction,] than shalt not delay?¹⁰ Now, where is the analogy found? — For it was taught:

1. Betrothals. V. [Glos.](#)
2. Not an abbreviation.
3. Lit., 'Kiddushin takes hold on her companion'.
4. In reference to *Kiddushin*, v. Kid. 5b.
5. Recognising that Samuel held abbreviations to be valid in the case of *Kiddushin*.
6. *Pe'ah*-the corner of the field, which was left for the poor. v. Lev. XIX, 9.
7. [Asheri seems to have read: Did he then mean 'and this too is for *Pe'ah*' or 'and this is for personal expenses'.]
8. The presumption is that R. Papa's problem arises only if the first furrow alone contained the necessary minimum, for otherwise the second would certainly be *Pe'ah*; therefore the second furrow is in addition to the requisite minimum, and becomes *Pe'ah*, if abbreviations are binding. But if more than the minimum can be *Pe'ah*, it follows that even the whole field can be *Pe'ah*.
9. And not 'the corner in thy field'. Lev. XIX, 9.
10. I.e., if *Pe'ah* is not given within the fixed period, this injunction is violated.

Nedarim 7a

[When thou shalt vow a vow unto the Lord thy God, thou shalt not delay to pay it, for the Lord will surely require it] of thee:¹ this refers to gleanings, forgotten sheaves, and *Pe'ah*.²

Are abbreviations binding in the case of charity or not? How does this arise? Shall we say, that one said, 'This *zuz*³ is for charity, and this one too,' that is a complete [declaration of] charity! — But, e.g., If one said, '[And] this,' omitting 'too'. What then: did he mean, 'and this too is for charity,' or, 'and this is for my personal expenditure,' his statement being

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incomplete?⁴ Do we say, Since this is likened to sacrifices, as it is written' [That which is gone out of thy lips thou shalt keep and perform; even a free-will offering according as thou hast vowed unto the Lord thy God, which thou hast promised] with thy mouth, which refers to charity:⁵ hence, just as abbreviations are valid for sacrifices, so with charity; or possibly the comparison is in respect of 'Thou shalt not delay' only?

Are abbreviations valid in respect of Hefker or not? But that is charity?⁶ — This problem is based on a presupposition:⁷ Should you rule, abbreviations are valid in the case of charity, because there is no analogy by halves,⁸ [what of] Hefker?⁹ Do we say: Hefker is charity; or possibly charity differs, charity being for the poor only, whilst Hefker is both for the rich and the poor?

Rabina propounded: Are abbreviations effective in respect of a privy or not?² How does this arise? Shall we say, that he declared, 'Let this place be for a privy, and this one too,' then obviously it is one? — But e.g., if he declared, 'and this,' omitting 'too'. What then? Does '[and] this' mean 'and this too shall be a privy,' or perhaps, what is meant by 'and this'? In respect of general use? Now, this proves that it is certain to Rabina that designation is valid for a privy. But Rabina propounded: What if one designates a place for a privy' or for baths; is designation effective or not?¹⁰ — Rabina propounded this problem on an assumption. [Thus:] Is designation effective or not, should you answer, Designation is effective, are abbreviations valid or not?¹¹ This question remains.

I AM BANNED TO YOU,', etc. Abaye said: R. Akiba admits in respect to lashes, that he is not flagellated;¹² for otherwise, let [the Mishnah] state, R. Akiba gave a stringent ruling.¹³ R. Papa said: With respect to, 'I am isolated [nedinah] from you,' all agree that he is forbidden; 'I am accursed [Meshamatna] from you,' all agree that he is permitted. Wherein do they differ?

1. Deut. XXIII, 22.
2. Whilst he will surely require it refers to sacrifices, *supra* 4a. Hence they are assimilated to each other, being coupled in the same verse. The Hebrew for of thee is [H] which can be rendered 'of that which is with thee', the reference being to the gleanings, etc., which are to be left for those that are 'with dice', i.e., the poor. Ex. XXII, 24.
3. *Zuz*, a silver coin, one fourth of a *Shekel*.
4. This alternative may apply to the query on *Pe'ah* too: i.e., did he mean, 'and this furrow too', or, 'and this furrow be for my personal use?' V. p. 13, n. 7.
5. This is deduced from the verse: the promise of charity is gone out of my mouth (Isa. S>V, 23, so translated here), where a promise by mouth refers to charity.
6. Renunciation of one's property is the equivalent of giving it to charity. Thus the problem has already been stated.
7. Lit., 'he sabb, "if you should say".'
8. I.e., it cannot be confined to certain aspects only.
9. A place so appointed may not be used for reciting prayers, even before it was used as a privy.
10. In the sense that this place may not be used henceforth for reciting prayers.
11. In all the foregoing problems on *Kiddushin*, *Pe'ah*, charity, etc., the abbreviations, though apparently not clear in meaning, since alternatives are given, are regarded as explicit, since the alternatives are, in every case, of a remote character, and the question then arises whether abbreviations, though explicit enough, are effective in these cases, v. Ran. 6b, s.v. [H].
12. If he breaks the vow.
13. 'WAS INCLINED' shows that he entertained some doubt, and would therefore not inflict the penalty of lashes.

Nedarim 7b

In the case of, 'I am banned to you,' R. Akiba maintaining that it is the equivalent of 'isolated' [nedinah], whilst the Rabbis hold that it means accursed' [meshamatna]. Now, this conflicts with R. Hisda's view. For a certain man, who declared, 'I am accursed in respect of the property of the son of R. Jeremiah b. Abba' went before R. Hisda. Said he to him, 'None pay regard to this [ruling] of R. Akiba'. [Thus] he holds that they differ in respect to 'I am accursed' [meshamatna].

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R. Elai said in the name of Rab. If [a Rabbi] places a person under a ban in his presence, the ban can be revoked only in his presence; if in his absence, it can be revoked both in his presence and in his absence. R. Hanin said in Rab's name. One who hears his neighbor utter God's name in vain¹ must place him under a ban; otherwise he himself must be under a ban,² because the unnecessary utterance of the Divine Name always leads to poverty, and poverty leads to death, as it is written, [And the Lord said unto Moses in Midian, Go, return unto Egypt]. For all the men are dead [which sought thy life];³ and it was taught: Wherever the Sages cast their eyes [in disapproval] death or poverty has resulted.

R. Abba said: I was standing in the presence of R. Huna, when he heard a woman utter God's name in vain. Thereupon he banned her, but immediately lifted the ban in her presence. This proves three things: [i] He who hears his neighbor utter the Divine Name unnecessarily must excommunicate him; [ii] If [a Rabbi] bans a person in his presence, the ban must be lifted in his presence too. [iii] No time need elapse between the imposition and the lifting of a ban.⁴

R. Giddal said in Rab's name: A scholar may utter a ban against himself, and lift it himself. But is this not obvious? — I would think that a prisoner cannot free himself from prison; hence we are taught otherwise. Now, how can such a thing occur? — As in the case of Mar Zutra the Pious:⁵ when a disciple incurred a ban,⁶ [Mar Zutra] first excommunicated himself and then the disciple.⁷ On arriving home, he lifted the ban from himself and then from the disciple.

R. Giddal also said in Rab's name:

1. Lit., the mentioning of the Name from his neighbor's mouth.
2. [I.e., deserves to be placed under a ban, (Ran).]
3. Ex. IV, 19. It is stated *infra* 64b that the reference is to Dathan and Abiram, who in fact were alive at Korah's rebellion, but had become poverty-stricken. Four are regarded as dead: a poor man, a leper, a blind person, and one who has no children. They were not blind, for it is

written, wilt thou put out the eyes of these men? (Num. XVI, 14). Again, they were not lepers, for we find that they had not been excluded from the congregation: in the midst of all Israel (Deut. XI, 6). Even if they had been childless, they still could have been a source of danger to Moses before Pharaoh. Hence when God assured Moses that the danger was past, He meant that they were now poor and without influence (Ran).

4. Hence, the ban may be merely a nominal punishment. V. J.E. art. Anathema. The term used here is Niddui, and though it is stated there (p. 560, 2) that Niddui is for seven days (M.K. 16a, 17b), it is evident from this passage that there was a formal ban too of no particular duration.
5. Heb. *hasida*, (*hasid*). In Rabbinic literature the term is a title of respect denoting the type of an ideal Jew; (cf. Ta'an. 8a; Tem. 15b).
6. [Here the term used is *shamta*, 'desolation', 'curse'. According to Rashi, 'Shamta' is a less severe form of ban than 'Niddui'; Maimonides, *Yad*, Talmud Torah, VII, 2, equates them. Nahmanides, *Mishpat ha-Herem*, considers *shamta* to be a general term for the more severe form of excommunication, the *Herem*, and the less severe, the *Niddui*.
7. This was done to safeguard the honor of his disciple.

Nedarim 8a

Whence do we know that an oath may be taken to fulfil a precept? From the verse, I have sworn, and I will perform it, that I will keep thy righteous judgments.¹ But is he not under a perpetual oath from Mount Sinai?² — But what [R. Giddal] teaches us is that one may stimulate himself.³ R. Giddal also said in Rab's name: He who says, 'I will rise early to study this chapter or this tractate,' has vowed a great vow to the God of Israel. But he is under a perpetual oath from Mount Sinai, and an oath cannot fall upon another?⁴ Then [again] if he informs us that a person may thus stimulate himself, it is identical with R. Giddal's first [statement]? — This is what R. Giddal teaches: The oath is binding, since one can free [i.e., acquit] himself by the reading of the *Shema*' morning or evening.⁵ R. Giddal said in Rab's name: If one says to his neighbor, 'Let us rise early and study this chapter,' it is his [the former's] duty to rise early, as it is written, And he said unto me, arise, go forth

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into the plain, and there I will talk with thee. Then I arose and went forth into the plain, and behold, the glory of the Lord stood there.⁶

R. Joseph said: If one was placed under a ban in a dream, ten persons are necessary for lifting the ban.⁷ They must have studied *Halachah*;⁸ I but if they had only learnt [Mishnah],⁹ they cannot lift the ban; but if such as have studied *Halachah* are unavailable, then even those who have only learnt Mishnah, but had not studied [*Halachah*] will do. But if even such are unavailable, let him go and sit at the crossroads, and extend greetings¹⁰ to ten men, until he finds ten men who have studied *Halachah*.¹¹ Rabina asked R. Ashi: If he knew [in his dream] the person who placed him under a ban, can this person lift the ban? — He answered: He might have been appointed [God's] messenger to ban him, but not to revoke it. R. Aha asked R. Ashi: What if one was both banned and readmitted¹² in his dream? — Said he to him: Just as grain is impossible without straw,¹³

1. Ps. CXIX, 106.
2. Every Jew is regarded as having sworn at Sinai to observe God's precepts.
3. By an oath, to do what he is in any case bound to do.
4. I.e., an oath is not valid when referring to that which is already subject to an oath.
5. The passage commencing: Hear O Israel, etc. (Deut. VI, 4 seq.). There is a definite obligation to study day and night, which is derived either from Deut. VI, 7 (and thou shalt teach them, etc.) or from Josh. I, 8 (This book of the law shall not depart out of thy mouth). But it is stated in Men. 95b that the obligation is fulfilled by the reading of the *Shema*' morning and evening.
6. Ezek. III, 22, 23. The Lord, having instructed him to go forth, had preceded him.
7. Dreams were widely held to have a positive significance; indeed, as almost partaking of the nature of prophecy. As we see here, a definite quality of reality was ascribed to them. V. J.E. s.v. 'Dreams'.
8. Heb., *hilketha*, v. next note.
9. So Rashi and Ran on the basis of our text. Mishnah is the law in broad outline, which characterises the whole of our present Mishnah, as compiled by R. Judah I. *Hilketha* (*Halachah*) (law, rule) would appear to connote here the

Talmudic discussion thereon, i.e., the Amoraic development of the Mishnah. For *tanu* ([H]), referring to Amoraic teaching instead of Tannaite. cf. Kaplan, *Redaction of the Talmud*, pp. 209 seq. Ran, Asheri, and Tosaf, offer another interpretation, based on a slightly different reading: They must have taught law, but not merely learnt it (themselves).

10. Lit., 'give peace' — the usual form of a Jewish greeting.
11. Tosaf.: the greetings of ten men at the crossroads will remove his grief; but ten scholars are necessary for the removal of the ban.
12. Lit., 'it was loosened for him'.
13. Cf. Jer. XXIII, 28.

Nedarim 8b

so is there no dream without meaningless matter.¹

Rabina's wife was under a vow; he then came before R. Ashi, asking. Can the husband become an agent for his wife's regret?² — He replied: If they [the three scholars] are ready assembled, he can do so: but not otherwise.³ Three things may be inferred from this incident: [i] A husband can become an agent for his wife's regret. [ii] It is not seemly⁴ for a scholar to revoke a vow in his teacher's town.⁵ [iii] If they [the necessary scholars] are already assembled, it is well. But a scholar may lift a ban even in the vicinity of his master, and even a single ordained scholar⁶ may lift a ban.

R. Simeon b. Zebid said in the name of R. Isaac b. Tabla, in the name of R. Hiyya Areka of the school of R. Aha, in the name of R. Zera in the name of R. Eleazar in the name of R. Hanania in the name of R. Mi'asha on the authority of R. Judah b. Il'ai: What is the meaning of, But unto you that fear my name shall the sun of righteousness arise with healing in its wings?⁷ — This refers to those people who fear to utter the Divine name in vain.⁸ 'The sin of righteousness with healing in its wings': Said Abaye, This proves that the motes dancing in the sun's rays have healing power. Now, he differs from R. Simeon b. Lakish, who said: There is no Gehinnom⁹ in the world to come,¹⁰ but the Holy One, blessed be He, will draw forth the sun from its sheath: the righteous shall be healed, and the wicked

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shall be judged and punished thereby. As it is written, But unto you that fear my name shall the sun of righteousness arise with healing in its wings.¹¹ Moreover, they shall be rejuvenated by it, as it is written, And ye shall go forth and grow up as calves of the stall.¹² But the wicked shall be punished thereby, as it is written, Behold, the day cometh that shall burn as an oven, and all the proud, yea, and all that do wickedly, shall be stubble; and the day that cometh shall burn them up, saith the Lord of Hosts, that it shall leave them neither root nor branch.¹³

1. I.e., the ban is not lifted.
2. So as to have the vow cancelled. On regret (Haratah). v. *infra* 21b, a.l.
3. Because having troubled to assemble three scholars, he may be anxious that his trouble should not be unrewarded and so exceed his wife's instructions as to the grounds on which she desired absolution.
4. This is the reading of Ran. Cur. edd. (quoted by Rashi too): a scholar is not permitted.
5. Since Rabina, himself a Rabbi, did not act in the town of R. Ashi, his teacher.
6. Mumhe, v. [Glos.](#)
7. Mal. III. 20.
8. The name of God represents the Divine nature and the relation of God to His people. As such it was understood as the equivalent of the Divine Presence, hence the awe with which it was surrounded, cf. Kid. 71a, Sanh. 99a.
9. Gehinnom (Gehenna) as an equivalent of hell, purgatory, takes its name from the place where children were once sacrificed to Moloch, viz., ge ben Hinnom, the valley of the son of Hinnom, to the south of Jerusalem (Josh. XV, 8; 11 Kings XXIII, 10; Jer. VII, 32-32; XIX, 6. 13-14).
10. ['Olam ha-ba. Here, as it is clear from the context, the reference is to the Messianic days.]
11. Thus, unlike Abaye, he applies the verse to the future world.
12. Mal. III, 20.
13. Mal. III, 19.

Nedarim 9a

MISHNAH. [IF ONE SAYS] 'AS THE VOWS OF THE WICKED, HE HAS VOWED IN RESPECT OF NEZIROTH, A SACRIFICE, AND AN OATH.'¹ [IF HE SAYS:] 'AS THE VOWS OF THE RIGHTEOUS,' HIS WORDS ARE OF NO EFFECT. [BUT IF HE SAID,] 'AS THEIR FREEWILL-OFFERINGS,' HE HAS VOWED IN

RESPECT OF A NAZIRITE VOW AND A SACRIFICE.¹

GEMARA. But perhaps he meant thus: 'I do not vow as the vows of the wicked?' — Samuel answered: The Mishnah refers to one who said, 'As the vows of the wicked behold I am,' [or] '[I take] upon myself,' [or] '[I am debarred] from it': [which means,] 'Behold, I am a *Nazir*,' [or] 'I take upon myself [the obligation] to offer a sacrifice,' [or] 'I [am debarred] by an oath [to derive any benefit] therefrom. Behold, I am a Nazir': but perhaps he meant, 'Behold, lam to fast'? — Said Samuel: That is if a *Nazir* was passing in front of him.² 'I am [debarred] by an oath [to derive any benefit] therefrom.' But perhaps [hemennu] [from or of it] means 'that I am to eat of it'? — Said Raba: It means that he said, '[I am debarred] from it not to eat it.' If so, why state it?³ — I would argue, But he has not explicitly taken an oath!⁴ Hence we are informed [otherwise].⁵

[IF HE SAYS], 'AS THE VOWS OF THE RIGHTEOUS,' etc. Which Tanna recognises a distinction between a vow and a freewill offering:⁶ shall we say, neither R. Meir nor R. Judah? For it was taught: Better it is that thou shouldst not vow, than that thou shouldst vow and not pay.⁷ Better than both is not to vow at all: thus said R. Meir. R. Judah said: Better than both is to vow and repay.⁸ — You may even say that it is R. Meir:

1. I.e., his vow is valid in respect of these. This will be explained in the Gemara.
2. So he meant, 'such as he'.
3. Since it is obvious.
4. Hence it is not an oath.
5. [The meaning of the Mishnah would be accordingly: If a Nazirite is passing by and a man noticing him says, 'Behold, I am as he who makes the vows of the wicked', (meaning the Nazirite, who in a sense is regarded as a sinner; v. *infra* 10a); or if a man with a beast before him says, 'I take upon myself as the vows of the wicked', or, with a loaf of bread before him, says, 'From it as the vows of the wicked', he becomes respectively a Nazirite; Is obliged to bring a sacrifice; and is forbidden to eat of the loaf, each utterance being treated as an abbreviation of a vow (Ran).]

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6. In making a vow to offer a sacrifice, one says, 'Behold, I will bring a sacrifice'; since he may forget to do so, it is considered wrong to make a vow. But a freewill donation is declared thus: 'Behold, this animal is for a sacrifice'. Since the animal has already been put aside for the purpose, there is no fear of forgetfulness.
7. Eccl. V, 4.
8. Thus neither draw a distinction between a vow and a freewill-offering.

Nedarim 9b

R. Meir spoke only of a vow, but not of a freewill-offering. But the Mishnah states: **AS THEIR FREEWILL-OFFERINGS, HE HAS VOWED IN RESPECT OF NAZIR AND A SACRIFICE?**¹ — Learn: HE HAS made a freewill-offering **IN RESPECT OF NAZIR AND A SACRIFICE**. Now, wherein does a vower differ, that he is not [approved]: because he may thereby come to a stumbling-block?² But a freewill-offering too can become a stumbling-block?³ — [He does as] Hillel the Elder.⁴ For it was taught: It was said of Hillel the Elder that no man ever trespassed through his burnt-offering;⁵ he would bring it as Hullin⁶ to the Temple court, then sanctify it, and put his hand upon it⁷ and slaughter it. That is well in respect of a freewill-offering of sacrifices; but what can be said of a freewill-offering of Neziroth?⁸ — It is as Simeon the Just.⁹ For it was taught: Simeon the Just said: Only once in my life have I eaten of the trespass-offering brought by a defiled tear. On one occasion a *Nazir* came from the South country, and I saw that he had beautiful eyes, was of handsome appearance, and with thick locks of hair symmetrically arranged. Said I to him: 'My son, what [reason] didst thou see to destroy this beautiful hair of thine?'¹⁰ He replied: 'I was a shepherd for my father in my town. [Once] I went to draw water from a well, gazed upon my reflection in the water, whereupon my evil desires rushed upon me and sought to drive me from the world [through sin]. But I said unto it [my lust]: "Wretch! why dost thou vaunt thyself in a world that is not thine, with one who is destined to become worms and dust?"¹¹ I swear¹² that I will shave thee off [his beautiful hair] for the sake of Heaven.'" I immediately

arose and kissed his head, saying: 'My son, may there be many Nazirites such as thou in Israel! Of thee saith the Holy Writ, When either a man or a woman shall separate themselves to vow a vow of a Nazirite, to separate themselves unto the Lord.'¹³

R. Mani demurred: Wherein does the trespass-offering of an unclean Nazirite differ, that he did not eat [thereof]: because it comes on account of sin? Then he should not have partaken [of] all trespass-offerings, since they come on account of sin? Said R. Jonah to him, This is the reason: When they regret [their evil deeds], they become Nazirites, but when they become defiled, and the period of Neziroth is lengthened,¹⁴ they regret their vow, and thus Hullin is brought to the Temple court.¹⁵ If so, it is the same even with an undefiled *Nazir* too?¹⁶ — A clean *Nazir* is not so, for he [previously] estimates his will-power, [and decides] that he can vow.

Alternatively:

1. Rashi: this implies that it is stated as a vow. Asheri: the use of both terms together, **FREEWILL-OFFERINGS** and **HE HAS VOWED** proves that the Tanna of our Mishnah recognises no difference between them.
2. By forgetting to fulfil his vow.
3. Because when an animal has been dedicated, it may not be put to any use; in a momentary forgetfulness, however, one may use it.
4. 'Elder' (Heb. *zaken*) does not necessarily refer to age, but was a title of scholarship; cf. Kid. 32b; Yoma 28b; J.M.K. III, beginning of 81c.
5. By putting it to secular use after dedication.
6. Non-holy, v. [Glos.](#)
7. Lev. I, 4: And he shall put his hand upon the lead of the burnt-offering.
8. Since the possibility of violating one of the laws of Neziroth constitutes a stumblingblock.
9. So the text as emended by Ran. — One who takes the vow of a Nazirite in such circumstances as those related by Simeon the Just need not fear a stumbling-block. Scholars differ whether he is identical with Simeon I (310-291 or 300-270 B.C.E.) or Simeon II (219-199 B.C.E.). v. Ab. (Sonc. ed.) p. 2, n. 1.
10. V. Num. VI, 18.
11. Meaning himself. In thus apostrophising his lust he did not ascribe any persona], independent identity to it, as is evident from the context.
12. Lit., 'by the service' (of the Temple).

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13. Num. VI, 2. A Nazirite vow made for such reasons may be regarded as the vow of the righteous. Simeon the Just's refusal to partake of these sacrifices must be regarded as a protest against the growing ascetic practice of taking vows to be a Nazirite, — usually a sign of unhappy times; Weiss, Dor, I, 85, v. *Nazir* (Sonc. ed.) p. 13.
14. Since they must recommence their Neziroth; v' Num. VI, 12.
15. Actually, of course, the animal would be consecrated; but it is as though it were Hullin, since their Neziroth, on account of which the sacrifice is brought, was not whole-hearted.
16. He may regret the vow before the expiration of his term.

Nedarim 10a

You may even say that it [the Mishnah] agrees with R. Judah, for R. Judah said this¹ only of a freewill-offering, but not of a vow. But he teaches: Better than both is to vow and repay? — Learn: To make a freewill-offering and repay. Now, why is a vow objectional: because one may come thereby to a stumbling-block.² [Does not] the same apply to a free-will offering whereby too he may come to a stumbling-block? — R. Judah conforms to his other view, viz., that a person may bring his lamb to the Temple-court, consecrate and lay [hands] upon it, and slaughter it.³ This answer suffices for a freewill-offering of a sacrifice; but what can be said of a free-will offering of Neziroth? — R. Judah follows his view [there too]. For it was taught: R. Judah said: The early hasidim⁴ were eager to bring a sin-offering, because the Holy One, blessed be He, never caused them to stumble. What did they do? They arose and made a free-will vow of Neziroth to the Omnipresent, so as to be liable to a sin-offering to the Omnipresent.⁵ R. Simeon said: They did not vow Neziroth. But he who wished to bring a burnt-offering donated it freely, and brought it; if a peace-offering, he donated it freely and brought it; or if a thanks-offering and the four kinds of loaves,⁶ donated it freely and brought it. But they did not take Neziroth upon themselves, so as not to be designated sinners, as it is written, And [the priest] shall make atonement for him, for that he sinned against a soul.⁷

Abaye said: Simeon the Just, R. Simeon, and R. Eleazar hakappar, are all of the same opinion, viz., that a *Nazir* is a sinner. Simeon the Just and R. Simeon, as we have stated. R. Eleazar ha-Kappar Berabbi,⁸ as it was taught: And he shall make atonement for him, for that he sinned against a soul. Against which 'soul' then has he sinned? But it is because he afflicted himself through abstention from wine. Now, does not this afford an argument from the minor to the major? If one, who afflicted himself only in respect of wine, is called a sinner: how much more so one who ascetically refrains from everything. Hence, one who fasts is called a sinner. But this verse refers to an unclean *Nazir*?⁹ — That is because he doubly sinned.¹⁰

MISHNAH. ONE WHO SAYS, 'KONAM,' 'KONAH,' OR 'KONAS,'¹¹ THESE ARE THE SUBSTITUTES FOR KORBAN.¹² 'HEREK,' 'HEREK,' [OR] 'HEREF,' THESE ARE SUBSTITUTES FOR HEREM.¹³ 'NAZIK,' 'NAZIAH,' 'PAZIAH,' THESE ARE SUBSTITUTES FOR NEZIROTH;¹⁴ 'SHEBUTHAH,' 'SHEKUKAH,' OR ONE WHO VOWS BY MOHI,¹⁵ THESE ARE SUBSTITUTES FOR SHEBU'AH.¹⁶

GEMARA. It was stated: Substitutes: R. Johanan said: They are foreign equivalents [of the Hebrew]; R. Simeon b. Lakish said: They are forms devised by the Sages for the purpose of making vows; (and thus it is written, *in the month which he had devised of his own heart*).¹⁷ And why did the Rabbis institute substitutes? — That one should not say *Korban*. Then let him say, *Korban*? — Lest he say *Korban La-adonai* [a sacrifice to the Lord]. And why not say *Korban La-adonai*? — Lest one say *La-adonai* without *Korban*, and thus utter the Divine Name in vain.¹⁸ And it was taught: R. Simeon said:

1. That it is better to vow and repay.
2. V. p. 21, nn. 1 & 6.
3. It cannot become a stumbling-block, because it is Hullin practically until it is killed.
4. Hasid, Pl. hasidim; lit., 'pious ones'. The hasidim referred to here are definitely not the Essenes (Weiss, Dor, I, P' 110). [Buchler, Types.

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p. 78, makes these early hasidim contemporaries of Shammai and Hillel.]

5. V. Num. VI, 14.
6. A thanks-offering was accompanied by forty loaves of bread, divided into four different kinds.
7. Num. VI, 11.
8. [Or, Berebi, designation by which Bar Kappara is known to distinguish him from his father who bore the same name, v. *Nazir*, (Sonc. ed.) p. 64, n. 1.]
9. How then can one deduce that a *Nazir* in general is a sinner?
10. The verse shows that a double sin is referred to, because 'for that he sinned' alone would have sufficed; 'against a soul' is superfluous, and teaches that he is a sinner in two respects: (i) by becoming a *Nazir* at all; (ii) by defiling his Neziroth (Ran). — The whole passage shows the Jewish opposition to asceticism, for Judaism rejects the doctrine of the wickedness of this life and the inherent corruption of the body, which is the basis of asceticism. Whilst the community as a whole fasted in times of trouble (cf. Esth. IV, 16; Ta'an. 10a, 15a), and certain Rabbis too were addicted to it (e.g. R. Ze'ira, B.M. 85a), yet individual fasting was discouraged, as here; v. Maim. Yad, De'oth, III, 1; VI, 1; Lazarus, Ethics of Judaism, §§ 246-256.
11. [Its derivation is probably from *kenum*, 'self', 'person', and then the object in an elliptical sentence, 'I pledge (myself) my person with So-and-so (that I will not do this or that)', v. Cooke, North Semitic Inscriptions, p. 34. This is a substitute for *Korban* vow, in which he declares 'this may be forbidden to me as is a sacrifice'. No satisfactory explanation has been given so far for the other terms, which seem to be corruptions of *Konam*.]
12. Heb. for sacrifice.
13. Ban.
14. The vow of a *Nazir*: 'Behold, I will be a *Nazir*'. These words may be substituted for *Nazir*.
15. This is explained in the Gemara. [The Mishnayoth text reads 'BY MOTHA', an abbreviation of *Momatha*, the Aramaic equivalent of *Shebu'ah*.]
16. Heb. for oath.
17. I Kings XII, 33, referring to the unauthorised festival instituted by Jeroboam in the eighth instead of the seventh month. [The Heb. for 'devised', [H], is the same as used by R. Johanan in his definition. The bracketed words appear to be a copyist's gloss that has crept into the text. They do not occur in MS.M.]
18. This machinery for vows, regulating the manner in which they were to be made, points to the practice as being very prevalent. V. Weiss, Dor, I, 85.

Nedarim 10b

Whence do we know that one must not say, 'Unto the Lord a burnt-offering,' 'unto the Lord a meal-offering,' 'unto the Lord a thanks-offering,' or 'unto the Lord a peace-offering'?¹ Because it is written, [If any man of you bring] an offering to the Lord.² And from the minor we may deduce the major: If concerning one who intended uttering the Divine Name only in connection with a sacrifice, the Torah taught, an offering to the Lord;³ how much more [care must one take against its deliberate utterance] in vain!

Shall we say that this [conflict] is dependent on Tannaim? For it was taught: Beth Shammai maintain: Substitutes of substitutes are binding; whilst Beth Hillel Say: They are not.⁴ Surely, the ruling that secondary substitutes are valid is based on the view that substitutes are foreign equivalents;⁵ whilst he who says that they are invalid holds that they are forms devised by the Sages?⁶ — No. All agree that substitutes are foreign words; but Beth Shammai hold that Gentiles speak in these [terms] too,⁷ whilst Beth Hillel hold that they do not speak in these [terms]. Alternatively Beth Shammai hold: Secondary substitutes [are declared valid] as a precautionary measure on account of substitutes themselves;⁸ but Beth Hillel maintain: We do not enact a precautionary measure for secondary substitutes on account of the substitutes themselves.

What forms do double modifications of vows take? — R. Joseph recited: *Mekanamana*, *Mekanehana*, *Mekanesana*. What are the secondary substitutes of *Herem*? — *Mafash'ah* taught: *Harakim*, *Harakim*, *Harafim*. Secondary substitutes of *Neziroth*? — R. Joseph learnt: *Mehazakana*, *Menazahana*, *Mephana*.⁹ The scholars inquired: What of *Mipahazna*, *Mithhazana*, *Mith'azana*?¹⁰ *Rabina* asked R. *Ashi*: What of *kinema*: does it mean *Konam*,¹¹ or perhaps, *Kinemon Besem* [sweet cinnamon]?¹² R. *Aha*, the son of R. *Hiyya*, asked R. *Ashi*: What of *Kinah*: does it

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mean a fowl's sty,¹³ or Konam? These remain questions.¹⁴

What are secondary substitutes of oaths? — Shebuel, Shebuthiel, Shekukeel. But Shebuel may simply mean Shebhuel the son of Gershon? But say thus: Shebubiel, Shebuthiel Shekukeel.¹⁵ Samuel said: If one says Ashbithah, he says nothing; Ashkikah, he says nothing; Karinsha, he says nothing.¹⁶

OR ONE WHO VOWS BY MOHI, THESE ARE SUBSTITUTES [FOR SHEBU'A]. It was taught: R. Simeon b. Gamaliel said: One who says 'by Mohi' [Moses]¹⁷ says nothing; 'by Momtha which Mohi said,'¹⁸ these are substitutes for an oath.

MISHNAH. IF ONE SAYS [TO HIS NEIGHBOR], 'THAT WHICH I MIGHT EAT OF YOURS BE NOT¹⁹ HULLIN,²⁰ 'BE NOT KASHER,²¹ 'BE NOT PURE,' 'BE CLEAN OR UNCLEAR,²² 'BE NOTHAR,²³ OR PIGGUL,²⁴ HE IS FORBIDDEN.²⁵ AS THE LAMB,²⁶ AS THE TEMPLE SHEDS OF CATTLE OR WOOD,²⁷ 'AS THE WOOD' [ON THE ALTAR], AS THE FIRE [ON THE ALTAR],²⁸ 'AS THE ALTAR,' 'AS THE TEMPLE, AS JERUSALEM;' [OR] IF ONE VOWED BY REFERENCE TO THE ALTAR UTENSILS,²⁹ THOUGH HE DID NOT MENTION KORBAN, IT IS AS THOUGH HE HAD VOWED BY KORBAN.³⁰ R. JUDAH SAID: HE WHO SAYS JERUSALEM³¹ HAS SAID NOTHING.

1. In this order, the Divine Name preceding.
2. Lev. I, 1; thus the offering must precede.
3. But not the reverse, lest one utter the Name in vain.
4. Lit., 'they are permitted'.
5. Hence, the first modifications are correct foreign words, the substitutes thereof are corrupt, but also used, and hence valid for oaths.
6. Hence secondary substitutes, not having been assigned by the Sages to that purpose, are invalid.
7. Sc. secondary substitutes; hence they are valid.
8. Which would otherwise be treated as invalid by the masses.
9. [Read Menazakna ... mepazahna, each of which consists of the three consonantal letters of the substitutes with prefix and suffix; v. Strashun].

10. [Strashun reads: Mepahazna, menahazna, menakazna, the last consonantal letters of the substitutes being transposed. This receives support from MS.M.]. Are they binding or not?
11. Hence it is valid.
12. Ex. XXX, 23; i.e., it is not a vow-form at all.
13. I.e., the fem. of [H] (kin), a bird's nest.
14. In all these doubtful forms the question arises when they were actually used to express vows, the question being whether they imply vows or something else — notwithstanding the intention of their user.
15. [H] 'What is the law' in cur. edd. is to be deleted; BaH.
16. These forms are ineffective for expressing oaths.
17. ['By Moses', was one of the common forms of asseveration, cf. Bez. 38b; Shab. 101b. V. Chajes, Notes.]
18. By the oath which Moses uttered. [The allusion is to Ex. II, 21, where [H] is rendered, 'Moses swore'. (Ran).]
19. The Hebrew is La-hullin, here regarded as meaning: not Hullin. V. also p. 28, n. 8.
20. V. [Glos.](#)
21. Lit., 'fit', ritually permitted for consumption.
22. So cur. edd. Asheri explains: be as sacrifices, to which the laws of cleanliness and uncleanness apply — i.e., forbidden. Rashi's text reads simply: be not clean, be unclean, etc.
23. Lit., 'left over'. The flesh of an offering which remains over after the period in which it must be eaten, v. Ex. XXIX, 34, and Lev., VII, 17.
24. Lit., 'abomination'. The flesh of an animal sacrificed with the deliberate intention of eating it after the permitted period; it is then forbidden even within the period, v. Lev. VII, 18.
25. To eat aught of his neighbor.
26. I.e., the lamb of the daily sacrifice.
27. The alternative is implied by the use of the plural in the Mishnah (Tosaf.).
28. [So T.J. Others: Fire-offerings, cf. Lev. XXI. 6. (V. Asheri and Tosaf.)]
29. I.e., your food be as the altar utensils unto me, hence, forbidden.
30. V. Mishnah 20a.
31. Without as i.e., 'Your food be Jerusalem to me'.

Nedarim 11a

GEMARA. The scholars presumed. What does la-Hullin mean: Let it not be as Hullin, [implying] but as a sacrifice. Who is the authority of our Mishnah? If R. Meir: but he does not hold that the positive may be inferred from the negative?¹ For we learnt, R. Meir said: Every stipulation which is not like the

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stipulation of the children of Gad and Reuben is invalid.² Hence it must be R. Judah.³ Then consider the conclusion: R. JUDAH SAID: HE WHO SAYS JERUSALEM HAS SAID NOTHING. Now, since the conclusion is R. Judah, the former clause is not R. Judah?⁴ — The whole Mishnah gives R. Judah's ruling, but this is what is stated: for R. JUDAH SAID: HE WHO SAYS JERUSALEM HAS SAID NOTHING.⁵

But if one says, 'as Jerusalem,' is he forbidden according to R. Judah? But it was taught: R. Judah said: He who says, 'as Jerusalem,' has said nothing, unless he vows by what is sacrificed in Jerusalem! — It is all R. Judah, and two Tannaim, conflict as to his views.⁶

1. To render it legally binding. Thus, if one says, 'let it not be as Hullin', we may not infer that he meant, 'but let it be as a Korban', and so declare it forbidden.
2. Num. XXXII, 20-23; 29-30, q.v. We see there that Moses stipulated what was to happen in each case, and did not rely on one clause only, from which the reverse might be deduced, v. Kid. 61a.
3. That the positive is inferred from the negative, and is then legally binding.
4. Since it is specifically pointed out that the second clause is R. Judah.
5. For that reason 'as' is specified in all the previous expressions.
6. The Tanna of the Mishnah holding R. Judah's view to be that 'as Jerusalem' is a binding form, and the Tanna of the Baraitha that it is not.

Nedarim 11b

It was taught: [If one says,] 'That which I might eat of yours,' or 'that which I might not eat of yours, be Hullin,' or, 'be the Hullin,' or, 'be as Hullin,' he is permitted.¹ [If he says,] 'That which I might eat of yours be not Hullin,' he is forbidden;² 'that which I might not eat of yours be not Hullin,' he is permitted. Now with whom does the first clause agree? With R. Meir, viz., who does not hold that the positive may be inferred from the negative.³ Then consider the latter clause: 'That which I might not eat of yours be not Hullin,' he is permitted. But we learnt: [If one says,] 'That which I might not eat of yours be not for

Korban': R. Meir forbids [him]. Now we raised the difficulty: but he does not rule that the positive may be inferred from the negative?⁴ And R. Abba replied: It is as though he said, 'Let it [i.e., your food] be for the Korban, therefore I will not eat of yours.'⁵ Then here too' perhaps, he meant, 'Let it not be Hullin; therefore I may not eat of yours'? — This Tanna agrees with R. Meir on one point, but disagrees with him on another. He agrees with him on one point. that the positive may not be inferred from the negative; but disagrees with him on another, [viz.,] on [the interpretation of] La-korban. R. Ashi said: In the one case he said Le-hullin;⁶ in the other⁷ he said, 'La-hullin', which might mean, 'let it not be Hullin,⁸ but as a Korban'.

BE CLEAN OR UNCLEAR, 'AS NOTHAR,' 'AS PIGGUL, HE IS FORBIDDEN. Rami b. Hama asked: What if one said: 'This be unto me as the flesh of a peace-offering after the sprinkling of the blood'? But if he vowed thus, he related [his vow] to what is permissible?⁹ — But (the question arises thus): E.g., if there lay flesh of a peace-offering before him and permitted food lay beside it' and he said, 'This be like this'. What then: did he relate it to its original state,¹⁰ or to its present [permitted] condition? — Raba answered: Come and hear: [We learnt:] IF ONE SAYS ... AS NOTHAR, [OR] AS PIGGUL, [HE IS FORBIDDEN].

1. To eat or benefit from his neighbor.
2. Rashi. Ran is inclined to delete the clause, since, as the Talmud shows, this Baraitha is taught according to R. Meir, who holds that the positive may not be inferred from the negative.
3. Hence, when he says, 'That which I might not eat of yours be Hullin', we may not infer that that which he might eat should not be Hullin, and so prohibited.
4. The hypothesis being that he is forbidden on account of this inference.
5. The Hebrew form is la-Korban: in popular speech la 'to the' may be a hurried utterance of la' 'not'; therefore on the first assumption what he said was: 'shall not be a Korban'; in the answer the preposition is given its normal meaning, viz., shall be for the Korban.
6. Meaning as (or, for) Hullin. [This can by no means be taken to denote 'not', and since R. Meir does not infer the positive from the negative, he does not consider it a vow.]

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7. The case interpreted by R. Abba.
8. [So Ran. curr. edd. la-Hullin, 'not Hullin'].
9. His words imply no prohibition.
10. Before the sprinkling of the blood, when it was forbidden.

Nedarim 12a

Now, Nothar and Piggul¹ are [possible only] after the sprinkling of the blood! — 2 R. Huna the son of R. Nathan said to him, This refers to Nothar of a burnt-offering.³ Said he to him, If so, let him [the Tanna] teach: As the flesh of the burnt-offering?⁴ — He proceeds to a climax.⁵ [Thus:] It is unnecessary [to teach that if one relates his vow to] the flesh of a burnt-offering, that he is forbidden, since he referred it to a sacrifice. But it is necessary for him [to teach the case of] Nothar and Piggul of a burnt-offering. For I would think that he referred it to the prohibitions of Nothar and Piggul, so that it counts as a reference to what is inherently forbidden, and he is not prohibited;⁶ hence he informs us [otherwise].

An objection is raised: Which is the bond mentioned in the Torah?⁷ If one says, 'Behold! I am not to eat meat or drink wine, as on the day that my father or teacher died,' [or] 'as on the day when Gedaliah the son of Ahikam was slain,'⁸ [or] 'as on the day that I saw Jerusalem in ruins.' Now Samuel commented thereon: Providing that he was under a vow in respect to that very day.⁹ What does this mean? Surely that e.g., he stood thus on a Sunday, on which day his father had died, and though there were many permitted Sundays, it is taught that he is forbidden; this proves that the original [Sunday] is referred to.¹⁰ — Samuel's dictum was thus stated: Samuel said, Providing that he was under a vow uninterruptedly since that day.¹¹

Rabina said, Come and hear: [If one says, 'This be unto me] as Aaron's dough¹² or as his Terumah', he is permitted.¹³ Hence, [if he vowed,] 'as the *Terumah* of the loaves of the thanksgiving-offering,'¹⁴ he would be forbidden.¹⁵

1. Some delete Piggul, since at no time was it permitted. If retained in the text, it is so because Nothar and Piggul are generally coupled; but Raba's deductions are from Nothar only.
2. The proof is this. A sacrifice is forbidden because at some time it was consecrated by a vow. With the sprinkling of its blood it loses its forbidden character until it becomes Nothar, when it resumes it. But a direct reference to Nothar itself is inadmissible in a vow, because Nothar is Divinely forbidden, and not the result of a vow (v. text, and p. 30, n. 2). Hence the reference must have been to the condition of the flesh before the sprinkling of the blood.
3. The flesh of which is not permitted even after the sprinkling of the blood: hence it proves nothing.
4. Without reference to Nothar at all.
5. Lit., he states, 'it is unnecessary'.
6. When a man imposes a prohibition by referring one thing to another, the latter must be also artificially forbidden, e.g., a sacrifice, which was originally permitted, and then forbidden through consecration. But if it is Divinely forbidden, without the agency of man, the vow is invalid. Thus, if one says, 'This be to me as the flesh of the swine', it is not forbidden. Now, the prohibition of Piggul and Nothar are Divine: therefore, If the reference was in point of that particular prohibition, the vow would be invalid.
7. Num. XXX, 3: If a man vow a vow unto the Lord, or swear an oath to bind his soul with a bond, he shall not break his word.
8. After the destruction of the first Temple by Nebuchadnezzar in 586 B.C.E. and the deportation of the nobles and the upper classes to Babylon, Gedaliah the son of Ahikam was appointed governor of the small community that was left. As a result of a conspiracy he was slain on the second day of Tishri. Jer. XL-XLI.
9. The assumed meaning is: he had vowed on the day of his father's death, or had once vowed not to eat meat on the day that Gedaliah the son of Ahikam was slain, and now he vowed a second time, 'I am not to eat meat, etc. as on the day when I am forbidden by my previous vow, thus the second vow was related to an interdict which was itself the result of a vow (Ran.).
10. I.e., the first Sunday distinguished by his former vow.
11. I.e., he had been under a vow every Sunday until this present vow. Hence nothing can be proved. v. Shebu. (Sonc. ed.) p. 105.
12. Num. XV, 20-21. Ye shall offer up a cake of the first of your dough for an heave offering. This, and *Terumah* (v. [Glos.](#)) belonged to Aaron, i.e., the priest, and was prohibited to a star (I.e., a non-priest).

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13. To benefit therefrom. The vow is invalid, because the dough and the *Terumah*, not being prohibited to all, are regarded as Divinely forbidden: v. p. 30, n. 2.
14. V. Lev. VII, 22ff. Of the forty loaves brought (p. 32, n. 1) one out of each set of ten was *Terumah*, and belonged to the priest.
15. Because the prohibition of those is evidently due to a vow.

Nedarim 12b

But the *Terumah* of the thanksgiving loaves is [forbidden] only after the sprinkling of the blood!¹ — [No.] Infer thus: [If he vows,] 'as the *Terumah* of the *Shekel*-chamber,'² he is forbidden. But what if [he said,] 'as the *Terumah* of the thanksgiving loaves,' he is permitted? Then let him [the Tanna] state the *Terumah* of the thanksgiving loaves, then how much more so 'his *Terumah*.'³ — He teaches us this: The *Terumah* of the thanksgiving loaves is 'his *Terumah*.'⁴ Alternatively, the *Terumah* of the thanksgiving loaves may also mean before the sprinkling of the blood,⁵ e.g., if it was separated during the kneading [of the dough].⁶ Even as R. Tobi b. Kisna said in Samuel's name: If the thanksgiving loaves are baked as four loaves [instead of forty], it suffices. But does not the Writ state forty?⁷ — As a meritorious deed. But *Terumah* has to be taken therefrom?⁸ And should you answer that one loaf is taken for all, — but we learnt: [And of it he shall offer] one out of each oblation:⁹ 'one' teaches that *Terumah* is not to be taken from one oblation for another?¹⁰ And should you say that a piece is taken from each, — but we learnt: 'One' teaches that a piece is not to be taken? But it must be that 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 cake;¹¹ [so here too].

Shall we say that this is dependent on Tannaim? [For it was taught: If one says,] 'This be unto me as a firstling,'¹² R. Jacob forbids it, while R. Jose permits it. Now, how is this meant? If we say, before the sprinkling of the blood:¹³ what is the reason of him who permits it? If after, on what grounds does the other forbid it? But it surely [means]

1. This itself is disputed. The view of R. Eliezer b. Simon is adopted here. Since, by deduction, this vow is binding, we evidently regard the reference as being to the present state.
2. This refers to a special fund kept in the Temple for various purposes. mainly congregational sacrifices; Shek. III, 2: IV, 1. — This is the deduction to be made, not the previous one.
3. If a vow referring to the *Terumah* of the loaves of a thanks-offering is invalid, though in their origin their own prohibition is due to a vow, how much more will a vow referring to other *Terumah*, which is Divinely forbidden, be valid. Also, it is a general rule that there is a preference for teaching the less likely, so that the more likely may be deduced therefrom a minori.
4. I.e., the word '*Terumah*' embraces all forms of *Terumah*.
5. It is even then forbidden to a star, v. [Glos.](#)
6. Although the loaves become sanctified only by the sprinkling of the blood, according to our premise, yet if the *Terumah* was separated in the dough, it is consecrated.
7. Not actually. But since the Writ speaks of four species, and *Terumah* (I.e., one in ten) was to be given from each, it follows that forty had to be made.
8. One from each ten.
9. Lev. VII, 14.
10. Each kind of loaf is here referred to as an oblation.
11. V. Lev. VII, 12.
12. v. Num. XVIII, 15.
13. Of the firstling, when it is definitely forbidden.

Nedarim 13a

that flesh of a firstling lay before him, and this other flesh lay at its side, and he declared, 'this be as this,' and [thus] it is a controversy of Tannaim?¹ — No. All treat of before the sprinkling of the blood; and what is the reason of him who permits it? The Writ States, If a man vow,² [teaching] that one must vow by that which is [itself] forbidden through a vow; thus excluding a firstling, which is an interdicted thing. And he who forbids it?³ — The Writ states, 'unto the Lord,'⁴ to include an interdicted thing.⁴ Then he who permits it, how does he interpret 'unto the Lord'? — He employs it in respect of relating [a vow] to a sin-offering or a guilt-offering.⁵ Now, what [reason] do you see to include a sin-offering and a guilt-offering and exclude the firstling? — I include the sin-offering and the guilt-

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offering which one sanctifies⁶ by a vow,⁷ but exclude the firstling, which is holy from its mother's womb. But he who forbids?⁸ A firstling too one sanctifies by a vow. For it was taught: It was said on the authority of Rabbi, Whence do we know that one is bidden to consecrate the firstling born in one's house? — From the verse, [All] the firstling males [that come of thy herd and thy flock] thou shalt sanctify [unto the Lord].⁹ But he who permits it [argues thus]: If he does not consecrate it, is it not holy?¹⁰

... AS THE LAMB, AS THE TEMPLE SHEDS, etc. It was taught: A lamb, for a lamb, as a lamb; [or] sheds, for sheds, as sheds; [or] wood, for wood, as wood; [or] fire, for fire, as fire; [or] the altar, for the altar, as the altar; [or] the temple, for the temple, as the temple; or Jerusalem, for Jerusalem, as Jerusalem, — in all these cases, [if he says,] 'what I might eat of yours,' he is forbidden; 'what I might not eat of yours,' he is permitted.

Now which Tanna do we know draws no distinction between a lamb, for a lamb and as a lamb? — R. Meir.¹¹ Then consider the second clause: and in all these cases, [if he says], 'that which I might not eat of yours [be so],' he is permitted. But we learnt: [If one says to his neighbor,] 'That which I might not eat of yours be not for Korban, R. Meir forbids [him]. Now R. Abba commented thereon: It is as though he said, 'Let it [i.e., your food] be for Korban, therefore I may not eat of yours'? — This is no difficulty: in the one case he said, 'lo le-imra';¹² in the other he said, 'le-imra'.¹³

MISHNAH. IF ONE SAYS [TO HIS NEIGHBOR], 'THAT WHICH I MIGHT EAT OF YOURS BE KORBAN', [OR] 'A BURNT-OFFERING',¹⁴ [OR] 'A MEAL-OFFERING', [OR] 'A SIN-OFFERING [OR] 'A THANKSGIVING-OFFERING', [OR] 'A PEACE-OFFERING, — HE IS FORBIDDEN.¹⁵ R. JUDAH PERMITTED [HIM].¹⁶ [IF HE SAYS,] 'THE KORBAN,' [OR] 'AS A KORBAN,' [OR] 'KORBAN,¹⁷ BE THAT WHICH I MIGHT EAT OF YOURS,' HE IS FORBIDDEN.¹⁸ IF HE SAYS: THAT WHICH I MIGHT NOT EAT OF YOURS

BE FOR A KORBAN,¹⁹ R. MEIR FORBIDS [HIM].

GEMARA. Now, the Mishnah teaches, [IF HE SAYS.] 'THE KORBAN,' [OR] 'AS KORBAN,' [OR] 'A KORBAN BE THAT WHICH I MIGHT EAT OF YOURS,' HE IS FORBIDDEN. Thus, it is anonymously taught as R. Meir, who recognises no distinction between 'it sheep' and 'for a sheep'.²⁰ But if so, then as to what he [the Tanna] teaches: 'THE KORBAN ... [BE] THAT WHICH I MIGHT EAT OF YOURS,' HE IS FORBIDDEN. But it was taught: The Sages concede to R. Judah that if one says, 'Oh, Korban,' or 'Oh, burnt-offering,' 'Oh, meal-offering,' 'Oh, sin-offering, what I will eat this of thine,' he is permitted, because he merely vowed by the life of the Korban!²¹ —

1. Whether the reference is to its present (permitted) state or to its original (forbidden) condition.
2. Num. XXX, 3.
3. What is his reason?
4. This will not apply to all Divinely forbidden things, but only to such as the firstling, as the Talmud proceeds to explain.
5. That the vow is valid.
6. Lit., 'seizes'.
7. Though one cannot offer these as vows, without having incurred the obligation, the actual animal is forbidden as a result of the vow of consecration, since another could equally well have been sacrificed.
8. How will he meet this argument?
9. Deut. XV, 19. Thus, though Divinely consecrated, yet its owner must formally declare it holy, and hence it may be regarded as subject to a vow.
10. Of course it is! Hence its interdict is not the result of a vow.
11. Since R. Judah rules that if one says Jerusalem, without 'for' or 'as', the vow is invalid.
12. 'Let it not be for the lamb' — hence it is permitted. [So cur. edd. MS.M. and Ran read: In one case he said la'-imra; 'let it not be the lamb'. V. *supra*. p. 28, n. 8.]
13. 'Let it be for the lamb' — there he is forbidden.
14. [The two may also be taken together and thus rendered 'a sacrifice of a burnt-offering'.]
15. To eat aright of his neighbor's.
16. Because he did not say, 'as a sacrifice', etc.
17. In this last case Korban is used as an oath: I swear by the sacrifice to eat naught of thine.
18. Vowing by means of Korban formula was a specifically Jewish practice: v. Josephus,

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Contra Apionem, 1, םװ 22, Halevy, Doroth I, 3, pp. 314 f.

19. In the Gemara these words are subsequently otherwise interpreted, but in the promise they are thus translated.
20. V. *supra* p. 33, n. 6.
21. That he would eat. Then why not assume the same in our Mishnah?

Nedarim 13b

This is no difficulty: Here he said *ha Korban*,¹ there he said *ha-Korban*.² What is the reason?³ He meant, '[I swear] by the life of the sacrifice.'⁴ He [the Tanna] teaches: **THAT WHICH I MIGHT NOT EAT OF YOURS BE NOT FOR KORBAN, R. MEIR FORBIDS HIM.** But R. Meir does not rule that the positive may be inferred from the negative?⁵ R. Abba answered: it is as though he said: 'Let it be for *Korban*, therefore I will not eat of yours'.⁶

MISHNAH. IF ONE SAYS TO HIS NEIGHBOR, 'KONAM BE MY MOUTH SPEAKING WITH YOU,' [OR] 'MY HANDS WORKING FOR YOU,' [OR] 'MY FEET WALKING WITH YOU,' HE IS FORBIDDEN.⁷

GEMARA. But a contradiction is shown: There is greater stringency in oaths than in vows, and greater stringency in vows than in oaths. There is greater stringency in vows, for vows apply to obligatory as to optional matters,⁸ which is not so in the case of oaths.⁹ And there is greater stringency in oaths, for oaths are valid with respect to things both abstract and concrete, but vows are not so?¹⁰ — Said Rab Judah: It means that he says,¹¹ 'let my mouth be forbidden in respect of my speech,' or 'my hands in respect of their work', or 'my feet in respect of their walking'.¹² This may be inferred too, for he [the Tanna] teaches: 'MY MOUTH SPEAKING WITH YOU,' not, ['Konam] if I speak with you'.¹³

CHAPTER II

MISHNAH. NOW THESE ARE PERMITTED:¹⁴ [HE WHO SAYS,] WHAT I MIGHT EAT OF YOURS BE HULLIN, 'AS THE FLESH OF THE SWINE, AS THE OBJECT OF IDOLATROUS

WORSHIP,'¹⁵ AS PERFORATED HIDES,¹⁶ 'AS NEBELOTH AND TEREFOTH',¹⁷ AS ABOMINATIONS AND REPTILES, AS AARON'S DOUGH OR HIS TERUMAH',¹⁸ — [IN ALL THESE CASES] HE IS PERMITTED. IF ONE SAYS TO HIS WIFE, 'BEHOLD! THOU ART UNTO ME AS MY MOTHER,'¹⁹ HE MUST BE GIVEN AN OPENING ON OTHER GROUNDS,²⁰ IN ORDER THAT HE SHOULD NOT ACT FRIVOLOUSLY IN SUCH MATTERS.²¹

GEMARA. Now, the reason is because he said, 'WHAT I MIGHT EAT OF YOURS BE HULLIN'; but if he said, 'What I might eat of yours be *Lehullin*,' it would imply: let it not be *Hullin* but a *Korban*.²² Whose view is taught in our Mishnah? If R. Meir's, but he does not hold

1. The *ha* being a separate word, and thus an interjection expressing an affirmative oath — I will eat. [The vowel of the *ha* as interjection is, in addition, of a longer quality than that of *ha* as definite article.]
2. Here the *ha* is an inseparable def. art.; hence he must have meant, 'What I might eat of yours *he* a sacrifice', and therefore he is forbidden.
3. Of the Baraitha, that he is permitted.
4. That I will eat of yours.
5. And according to our premise the reason for R. Meir's ruling is that we deduce the opposite from his words, thus: 'but that which I might eat of thine be for *Korban*'.
6. V. p. 28, n. 8.
7. According to the terms of his vow.
8. I.e., if one said, 'I am forbidden by a vow to erect a *Sukkah* (v. [Glos.](#)), or put on *tefillin*', (v. [Glos.](#)) the vow is binding, although he is bound to do these things. and if he does them, he violates the injunction he shall not break his word.
9. I.e., if he said, 'I swear not to erect a *Sukkah*, his oath is invalid.
10. Vows being applicable to concrete things only. Walking, talking and working are regarded here as abstractions (by contrast with the vow that a loaf of bread etc shall be as a sacrifice and forbidden), yet the Mishnah states that the vows are valid.
11. I.e., it is regarded as though he says.
12. The reason for this assumption is this: the *Konam* of the Mishnah may refer either to my mouth (concrete) or to my talking (abstract). In the former case the vow would be valid, but not in the latter. Since it is not clear which, we adopt the more rigorous interpretation.

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13. In which case the speaking would be the object of the vow: the speaking being abstract, the vow would be invalid.
14. I.e., invalid.
15. Lit., 'as the worship of stars'.
16. The hide was perforated opposite the heart, which was cut out from the living animal and offered to the idol. Cf. 'A.Z. 29b and 32a.
17. V. [Glos.](#) s.v. *nebelah* (pl. *nebeloth*) and *terefoth* (pl. *terefoth*).
18. V. *supra* 12a, a.l.
19. I.e., forbidden.
20. Lit., 'from another place'. I.e., when he wishes his vow to be annulled, the Rabbi, who must find for him some grounds of regret to invalidate his vow, must not do so by pointing out that such a vow is derogatory to his mother's dignity.
21. His mother's honor is too easy a ground for regret, and if the vow is invalidated on that score it is an encouragement to make such vows lightly, since they can easily be annulled. The making of vows was discouraged: cf. 9a.
22. And the vow would be binding.

Nedarim 14a

that the positive may be inferred from the negative? But if R. Judah's, it is identical with the earlier Mishnah?¹ — Because he [the Tanna] teaches, 'AS THE FLESH OF THE SWINE, AS THE OBJECT OF IDOLATROUS WORSHIP,' he teaches Hullin too.² Rabina said: This is what he teaches: NOW THESE ARE PERMITTED as [if he said WHAT I MIGHT EAT OF YOURS BE] HULLIN, VIZ., [IF ONE SAYS,] 'AS THE FLESH OF THE SWINE AS THE OBJECT OF IDOLATROUS WORSHIP'; and if HULLIN were not stated, I would have thought that absolution³ is required. But could I possibly think so? Since the last clause teaches: IF ONE SAYS TO HIS WIFE, 'BEHOLD! THOU ART UNTO ME AS MY MOTHER,' HE MUST BE GIVEN AN OPENING ON OTHER GROUNDS, it follows that in the first cause absolution is unnecessary? But it is clear that HULLIN is mentioned incidentally.

Whence do we know it?⁴ — Scripture states, If a man vow a vow unto the Lord:⁵ This teaches that one must vow by what is [itself] forbidden through a vow.⁶ If so, even [if one vows] by a

[Divinely] interdicted object too, since it is written, to bind his soul with a bond?⁷ — That is necessary for what was taught: Which is the bond referred to in the Torah, etc.⁸

HE WHO SAYS TO HIS WIFE, BEHOLD! THOU ART UNTO ME AS MY MOTHER', etc. But a contradiction is shewn: If one says to his wife, 'Behold! thou art unto me as the flesh of my mother, as the flesh of my sister, as 'Orlah,⁹ as Kil'yam¹⁰ of the vineyard, his words are of no effect.¹¹ — Said Abaye: His words are of no effect by Biblical law, yet absolution is required by Rabbinical law. Raba answered: One refers to a scholar; the other refers to an 'Am Haarez.¹² And it was taught even so: If one vows by the Torah,¹³ his words are of no effect. Yet R. Johanan commented: He must retract [his vow] before a Sage; while R. Nahman observed: A scholar does not need absolution.

1. *Supra* 10b.
2. I.e., Hullin is unnecessary in itself, but mentioned merely for the sake of completeness.
3. Lit., 'a request' (for revocation).
4. That these vows are not binding.
5. Num. XXX, 3.
6. Translating: if a man vow by referring to a vow.
7. *Ibid.* This may also be interpreted: to bind his soul by that which is already a bond, vis. something Divinely interdicted.
8. V. *supra* 12a.
9. V. [Glos.](#)
10. V. [Glos.](#) Deut. XXII, 9.
11. Because all these objects are forbidden by the Law.
12. Lit., 'people of the earth' — an ignoramus. v. J.E. s.v. In the first case the vow is entirely invalid; but an ignoramus will treat vows too lightly if shewn leniency, and therefore needs absolution.
13. (E.g., 'I vow by the Torah not to eat of this loaf' — in reality a kind of oath. V. *infra* (Ran).]

Nedarim 14b

It was taught: If one vows by the Torah, his words are of no effect; by what is written therein, his vow is binding; by it and by what is written therein, his vow is binding. Since he states, 'by what is written therein, his vow is binding,' is it necessary to mention, 'by it and

NEDORIM – 2a-45a

by what is written therein?' — R. Nahman answered: There is no difficulty: one means that a Torah is lying on the ground; the other, that [the vower] holds a Torah in his hand. If it is lying on the ground, his thoughts are of the parchment; if he holds it in his hand, his thoughts are of the Divine Names therein.¹ Alternatively, [both clauses mean] that it is lying on the ground, and we are informed this: even when it is lying on the ground, since he vows, 'by what is written therein,' his vow is valid;² and an anti-climax is taught.³ A further alternative: the whole [Baraitha] indeed means that he holds it in his hand, and we are informed this:⁴ Since he holds it in his hand, even if he merely says 'by it,' it is as though he said, 'by what is written therein'.⁵

MISHNAH. [IF ONE SAYS,] 'KONAM IF I SLEEP', 'IF I SPEAK', OR 'IF I WALK';⁶ OR IF ONE SAYS TO HIS WIFE, 'KONAM IF I COHABIT WITH YOU,' HE IS LIABLE TO [THE INJUNCTION] HE SHALL NOT BREAK HIS WORD.⁷

GEMARA. It was stated: [If one says,] 'Konam be my eyes sleeping to-day, if I sleep to-morrow' — Rab Judah said in Rab's name: He must not sleep that day, lest he sleep on the morrow. But R. Nahman said: He may sleep on that day, and we do not fear that he may sleep on the morrow. Yet Rab Judah agrees that if one says, 'Konam be my eyes sleeping tomorrow, If I sleep to-day,' he may sleep that day;

1. The Heb. *Bamah Shekathuw Bah* may mean either, by what is written therein, or, by that whereon it (the Law) is written. Now if the Scroll is lying on the ground, and one says, '*Bamah Shekathuw Bah*', we assume that he thought that it was a mere scroll not written upon, since it had been irreverently placed on the ground, and his words refer to the actual parchment, unless he says '*Bah Ubamah Shekathuw Bah*', which can only mean by the scroll and by what is written therein. A reference to the parchment is invalid; to the Divine Names, is binding.
2. I.e., we assume the Heb. *Bamah Shekathuw Bah* to bear that meaning, not, 'by that whereon it is written'.

3. In the clause: 'By it and by what is written therein.' Lit., 'this, and the other goes without saying'.
4. BaH. [Cur. ed.: 'the whole also, the middle clause, etc.'. Ran: 'the final clause informs us this'. All of which shows the text is in disorder. An attempt may be made to restore the text on the basis of MS.M. and Ran: 'The first clause (refers to the case) where it lies on the ground (MS.M.), the final clause (Ran) where he holds it in his hand (MS.M.). Such a text is also implied in the Ran on the passage.]
5. I.e., *Bah U-Bamah Shekathuw Bah* are now translated 'by it or by what is written therein', the copulative sometimes meaning or. The text is not quite clear, that of the Ran has been adopted as giving the most plausible rendering.
6. I.e., I am forbidden by a vow to sleep, etc. [Lit., 'Konam be that which I sleep'. V. Laible, *MGWJ*. 1916, pp. 29ff'.]
7. Num. XXX, 3.

Nedarim 15a

a person may be lax with respect to a condition, but he is observant of an actual prohibition.¹ We learnt: [IF ONE SAYS,] 'KONAM IF I SLEEP, IF I WALK, IF I SPEAK, etc. How is it meant? If literally, 'if I sleep,' is such a vow valid? But it was taught: There is greater stringency in oaths than in vows, for oaths are valid with respect to things both abstract and concrete, but vows are not so; and sleep is an abstract thing! But if he said, 'Konam be my eyes sleeping,'² then, if he states no time-limit, is he permitted to go on until he violates the injunction, he shall not break his word?' But R. Johanan said: [If one says,] 'I swear not to sleep for three days', he is flagellated and may sleep immediately.³ But if it means that he says, 'Konam be my eyes sleeping tomorrow, if I sleep to-day'⁴ — surely you say that a person is observant in respect of an actual prohibition?⁵ Hence it is obvious that he says, 'Konam be my eyes sleeping to-day, if I sleep tomorrow. Now, if he did not sleep that first day, how can the injunction, he shall not break his word'⁶ apply, even if he slept on the second? Hence it surely means that he did sleep, thus proving that he is permitted to do so. This refutes Rab Judah! When is this stated? If he happened to sleep on the first day.⁷ Rabina said: After all, it is as taught,⁸ yet how can he shall not break his

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word apply? — By Rabbinical law.² But can the Biblical injunction apply by Rabbinical law?¹⁰ — Yes. Even as it was taught: Things which are permitted, yet some treat them as forbidden, you must not permit them in their presence, because it is written, he shall not break his word.¹¹

We learnt: [If one says to his wife, 'Konam be] that which you benefit from me until Passover, if you go to your father's house until the Festival',¹² if she went before Passover, she may not benefit from him until Passover. Now, only if she went before Passover is she forbidden, but not otherwise?¹³ — R. Abba answered: If she went before Passover, she is forbidden and is flagellated;¹⁴ If she did not go, she is merely forbidden. Then consider the second clause: After Passover, she is subject to he shall not break his word. Now if she did not benefit before Passover, how can the injunction apply? Hence it is obvious that she did benefit, which proves that this is permitted,

1. Thus, where the second day is merely a condition for the first, we fear that even after having slept on the first, he may do so on the second too, but where the second day is the subject of the actual vow, we do not fear that having slept on the first he will disregard the prohibition of the second.
2. Since the Konam falls upon the eyes, the vow is valid, eyes being concrete.
3. Because it is impossible to keep awake three consecutive days. Therefore his oath is inherently vain (v. Shebu. 25a); hence he is punished, and the oath is invalid.
4. It cannot mean that he simply said, 'Konam be my eyes sleeping to-day', as in that case it is obvious; hence the stipulation must be assumed, and the meaning of the Mishnah will be that he must take heed not to sleep on the first day, lest he sleep on the second too, and thereby violate the injunction, for on any other meaning the Mishnah is superfluous.
5. So there is no reason for refraining from sleeping that day, since he will observe his oath on the next.
6. Num. XXX, 3.
7. Despite the prohibition for which very reason he may not sleep on the first.
8. Literally, viz., 'Konam if I sleep'.
9. Though by Biblical law the vow is invalid, since sleep is abstract, the Rabbis declared it binding, and therefore the injunction holds good.

10. Lit., 'is there (the transgression) he shall not break in a Rabbinic (law)'.
11. When one is accustomed to treat a thing as forbidden, it is as though it were subject to a vow. Thus, though the prohibitive force of custom is Rabbinical only, the Biblical injunction applies to it.
12. 'The Festival', without any further determinant, always refers to Tabernacles, six months after Passover.
13. Though the condition extends to Tabernacles, we do not fear that she may yet violate it after Passover: this refutes Rab Judah.
14. If she benefits from him.

Nedarim 15b

thus refuting Rab Judah! — [No.] That Mishnah teaches that if she benefited, she is involved in, 'he shall not break his word'.

We learnt: [If one says to his wife, 'Konam be] that which you benefit from me until the Festival, if you go to your father's house before Passover': if she goes before Passover, she may not benefit from him until the Festival, but is permitted to go after Passover. [Thus,] if she goes, she is forbidden, but not otherwise?¹ — Raba answered: The same law applies that even without going she is forbidden. But if she goes, she is forbidden [to benefit], and receives lashes [if she does]; if she does not go, she is merely forbidden.

An objection is raised: [If he says,] 'This loaf [of bread be forbidden] to me to-day, if I go to such and such a place to-morrow: if he eats it, he is liable to an injunction, 'he shall not go'!² — Does he [the Tanna] teach: he may eat it — [surely] he teaches, 'if he eats it' so that if he eats it he is under the injunction not to go.³ [The Baraita continues:] If he goes, he violates the injunction, he shall not break his word.⁴ But there is no [clause] teaching that he goes [on the second day]: this contradicts Rab Judah!⁵ — R. Judah answers you: In truth, he could teach, he goes: but since the first clause teaches, 'if he eats', not being able to teach, 'he eats'.⁶ the second clause too teaches, 'if he goes

IF ONE SAYS TO HIS WIFE, KONAM IF I COHABIT WITH YOU.' HE IS LIABLE TO [THE INJUNCTION,] HE SHALL NOT

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BREAK HIS WORD. But he is obligated to her by Biblical law, as it is written, her food, her raiment, and her marriage rights he shall not diminish?⁷ — It means that he vows, 'The pleasure of cohabitation with you be forbidden me': thus he surely denies himself the enjoyment of cohabitation.⁸ For R. Kahana said: [If a woman says to her husband,] 'Cohabitation with me be forbidden to you,' she is compelled to grant it, since she is under an obligation to him. [But if she says,] 'The pleasure of cohabitation with you be forbidden me,' he is forbidden [to cohabit]. Since one may not be fed with what is prohibited to him.⁹

MISHNAH. [IF HE SAYS,] '[I SWEAR] AN OATH NOT TO SLEEP, OR, 'TALK,' OR, 'WALK,' HE IS FORBIDDEN [TO DO SO]. [IF HE SAYS,] 'A KORBAN BE WHAT I MIGHT NOT EAT OF YOURS,'¹⁰ [OR] 'OH KORBAN! IF I EAT OF YOURS,' [OR] 'WHAT I MIGHT NOT EAT OF YOURS BE NOT A KORBAN UNTO ME,' HE IS PERMITTED [TO EAT OF HIS NEIGHBORS'].

1. Though by going any time before Passover, subsequent to having benefited from her husband, the vow is violated. This contradicts Rab Judah.
2. This too refutes Rab Judah, since he may eat the loaf on the first day.
3. But actually this is forbidden.
4. Num. XXX, 3.
5. For if he may not eat the loaf on the first day, the Baraitha should teach such a clause on the assumption that he did not eat it.
6. For it cannot be taught that he may eat — this being Rab Judah's opinion.
7. Ex. XXI, 10. How then can he free himself by a vow?
8. Hence his vow is valid, since it falls primarily upon himself.
9. So here too. Where the husband or wife make a vow, depriving the other if his or her rights, it is invalid. But if the vow deprives its maker from the enjoyment of his or her privileges, it is valid, though the other is affected thereby too.
10. An alternative is: 'By the sacrifice (i.e., I swear by the sacrifice) I will not eat of yours.' [On this interpretation, the declaration is a form of oath taken by the life of the Korban which is not binding. V. *supra* 13a, (Ran).]

Nedarim16a

GEMARA. Whose view is taught in our Mishnah? — R. Meir's; for if R. Judah's, he recognises no distinction between a Korban and Oh, Korban.¹ Then consider the latter clause [IF HE SAYS,]. 'WHAT I MIGHT NOT EAT OF YOURS BE NOT A KORBAN UNTO ME,' HE IS PERMITTED. But we learnt: [If one says,] 'That which I might not eat of yours be not for a Korban unto me': R. Meir forbids [him]. And R. Abba observed thereon: It is as though he said, 'let it [i.e., your food] be for a Korban, therefore I may not eat of yours.'² — There is no difficulty: in the latter case he said, 'le-Korban' [for a Korban]; but here [in our Mishnah] he said, 'la'-Korban,³ which means: let it not be a Korban.

MISHNAH. [IF HE SAYS, 'I TAKE] AN OATH [THAT] I WILL NOT EAT OF YOURS,' [OR] 'OH OATH THAT⁴ I EAT OF YOURS,' [OR 'I TAKE] NO OATH [THAT] I WILL NOT EAT OF YOURS,'⁵ HE IS FORBIDDEN.

GEMARA. This proves that 'Oh oath that I eat of yours implies that I will not eat. Now this contradicts the following: Oaths are of two categories, which are extended to four, viz., '[I swear] that I will eat,' 'that I will not eat,' 'that I have eaten,' 'that I have not eaten'.⁶ Now, since he enumerates, 'that I will eat,' 'that I will not eat,' 'that I have eaten,' 'that I have not eaten,' it follows that [the phrase,] 'that I eat of yours' implies, 'I will eat'? — Abaye answered: 'That I eat' has two meanings. If one was being urged to eat, and he replied: 'I will eat, I will eat, moreover. [I take] an oath that I eat,' it implies, 'I will eat.' But if he said, 'I will not eat, I will not eat,' and then added: '[I take] an oath that I eat,' it implies, 'I will not eat'.⁷ R. Ashi answered: 'That I eat,' in connection with an oath,⁸ really means that he [actually] said, 'I will not eat'.⁹ If so, it is obvious: why state it? — I might think it is a mispronunciation¹⁰ which caused him to stumble;¹¹ we are therefore taught [otherwise].

NEDORIM – 2a-45a

Abaye does not give R. Ashi's reason, because it is not stated, 'That I will not eat.' R. Ashi rejects Abaye's interpretation: he holds, 'that I will not eat' may also bear two meanings. [Thus: —] if one was being urged to eat, and he said, 'I will not eat, I will not eat, and then added, 'I [swear by] an oath', whether [he concluded] 'that I eat,' or, 'that I do not eat,' it implies, 'I will eat'. While the language, 'An oath that I will not eat,' may also be explained as meaning, 'I swear [indeed] that I will not eat.'¹² But the Tanna¹³ states a general rule: *she-'okel* [always] means that I will eat, and *she-lo 'okel*, that I will not eat.¹⁴

MISHNAH. IN THESE INSTANCES OATHS ARE MORE RIGOROUS THAN VOWS.¹⁵ YET THERE IS [ALSO] GREATER STRINGENCY IN VOWS THAN IN OATHS. E.G., IF ONE SAYS, 'KONAM BE THE *SUKKAH* THAT I MAKE,' OR, 'THE LULAB THAT I TAKE, OR, THE TEFILLIN¹⁶ THAT I PUT ON:' [WHEN EXPRESSED] AS VOWS THEY ARE BINDING, BUT AS OATHS THEY ARE NOT, BECAUSE ONE CANNOT SWEAR TO TRANSGRESS THE PRECEPTS.

1. This is argued from the fact the Mishnah does not include the form 'Korban be what I might eat of yours', as permissible, as it does in the case of 'Oh, Korban', which could be included according to R. Judah's opinion that the particle 'as' is necessary to render the oath binding, v. *supra*.
2. Then why not assume the same here?
3. So Ran. cur. edd. lo le-Korban.
4. V. Gemara.
5. This even according to R. Meir, for the Talmud states (Shebu'oth 36a) that R. Meir holds that the positive may be inferred from the negative in oaths.
6. The two categories are affirmative and negative oaths referring to the future, which are extended to include similar oaths in the past.
7. The Heb. then means: 'I swear in this matter of eating' — viz., that I will not eat. [The whole turns on the meaning attached to [H]. The particle [H] may denote 'that' or 'if' (or 'that which'). In the first instance, the circumstance favors the former interpretation: 'An oath that I eat', i.e., 'I swear that I eat'. In the latter, he probably meant: 'An oath if (or that which) I eat, i.e., 'I swear not to eat', (or, 'By oath be forbidden that which I eat); cf. Shebu. 19b.]
8. I.e., the Mishnah, when employing this phrase in connection with oaths.

9. I.e., the Mishnah merely indicates that his oath bore reference to eating, but actually it was a negative one.
10. Lit., 'a twisting of the tongue'.
11. Saying *she-i-'okel* instead of *she-'okel*, the difference in Hebrew being very slight. — This answer, as well as the discussion *supra* et passim on le-Korban and lo Korban, implies that the vows and oaths, as hypothetically posited in the Mishnah, were actually taken in Hebrew, not in another language. Thus Hebrew was generally spoken when the Mishnah was composed, and the Hebrew employed in the Mishnah would appear a natural, not an artificial language. V. M.H. Segal, Mishnaic Hebrew Grammar, Introduction.
12. The text is not quite clear, but the general meaning appears to be this: When he says, 'lo akilna, lo akilna (I will not eat),' he may mean it positively, 'I will certainly not eat'; when he further adds, 'I swear that I will eat (*She-'okel*)' or 'that I will not eat' he is strengthening his first statement, for 'I swear that I will eat (*she-'ohel*)' may mean, 'I swear in respect of this matter of eating'. On the other hand, his first words may mean, 'I will not eat'? — of course I will! Hence the subsequent oath confirms this, for 'I swear that I will not eat (*she-lo 'okel*)' may mean, 'An oath may be imposed upon what I will not eat, but not upon what I will eat.' Hence, if Abaye's explanation is correct, that the Tanna teaches that *She-'okel* may imply a negative, he should also teach that *she-lo 'okel* may imply an affirmative. [MS.M. preserves a better reading: ... if one was being urged to eat ... whether (he concluded) 'that I eat' or 'that I do not eat' he means 'I shall not eat', while the language 'An oath that I will not eat' may be explained 'An oath that I do eat'. The meaning is thus clearer: When he first says 'I will not eat', his subsequent statement, whatever it is, will, on Abaye's explanation, be taken as confirming the first: If it is 'An oath that I eat' the particle [H] (v. *supra* p. 43. n. 4) denotes 'if' or ('that which') and he means 'I swear I eat'; if it is 'An oath that I do not eat' the particle is simply taken in the sense of 'that'. And thus similarly on Abaye's view, the phrase 'that I do not eat' could also be explained in a positive sense: 'I swear ... if I do not eat', viz., where it was preceded by the statement 'I will eat'. This however, is impossible, in view of the Mishnah in Shebu'oth, which draws a distinction between 'that I will eat' and 'that I will not eat' and not between the circumstances that produced the oath.]
13. Of the Mishnah in Shebu'oth.
14. Disregarding the special cases where the general tenor of a person's speech or the

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inflection of his voice reverses the literal meaning of his oath.

15. Since the Mishnah (15b) states that a vow in these terms is not binding.
16. V. [Glos.](#) for these words.

Nedarim 16b

GEMARA. MORE RIGOROUS? That implies that they are [valid] vows;¹ but it is taught, He is permitted?² — This is taught in reference to the second clause of the other section: [viz.,] [If one says,] ['I swear] on oath not to sleep,' or, 'talk,' or 'walk,' he is forbidden [to do so]: **IN THESE INSTANCES OATHS ARE MORE RIGOROUS THAN VOWS.**³

YET THERE IS GREATER STRINGENCY IN VOWS THAN IN OATHS, etc. R. Kahana recited, R. Giddal said in Rab's name, and R. Tabyomi recited, R. Giddal said in Samuel's name: Whence do we know that one cannot swear [a valid oath] to violate the precepts? Front the verse, When a man ... swear an oath ... he shall not break his word,⁴ [this implies,] he may not break his word,⁵ but he must break a word [i.e., an oath] in respect of Heavenly matters.⁶ Now, why are vows different: because it is written, When a man vow a vow unto the Lord ... he shall not break his word?⁷ But [of] oaths too it is written, or swear an oath unto the Lord he shall not break his word?⁸ — Abaye answered: In that case [vows] one says: 'The pleasure of the *Sukkah* be forbidden me';⁹ but in this case [oaths] one says; 'I swear that I shall not benefit from the *Sukkah*.'¹⁰ Raba objected: Were the precepts then given for enjoyment?¹¹ But Raba answered: There [in the case of vows] one says, 'The sitting in the *Sukkah* be forbidden me';¹² but here [oaths] one says, 'I swear not to sit in the *Sukkah*'.

Now, do we learn that one cannot swear to transgress the precepts from this verse: do we not rather deduce it from elsewhere? For it was taught: If one swears to annul a precept, and does not, I might think that he is liable,¹³

1. Save that their binding character is not so rigid as that of oaths; but if not binding at all, the term is inapplicable.

2. V. Mishnah 25b; that indicates that these vows are quite invalid.
3. For as stated in the Mishnah on 14b, such vows are indeed binding, but as explained by Rabina (v. 15a), only by Rabbinical Law; whereas oaths of a similar nature are Biblically valid.
4. Num. XXX, 3.
5. I.e., when it refers to human, optional matters.
6. I.e., when the subject of the vow is obligatory.
7. Ibid. Implying that it is binding even when referring to Divine, non-optional matters. This is inferred by regarding unto (k) as meaning against: i.e., when a man vows contrary to the Lord's precepts.
8. Ibid. Not actually; but as to the Lord immediately precedes or swear an oath, it may be regarded as referring to it.
9. Hence it is binding, as one may not coy that which he has vowed not to enjoy.
10. I.e., the oath falls primarily upon the person. v. *supra* 2b; but one cannot free himself from a Biblical obligation.
11. Technically speaking, one cannot be said to drive physical enjoyment from the fulfilment of a precept, and therefore a vow in these terms would not be binding. One's highest enjoyment should be in obedience to God's word. [Apart from its halachic implications, the object of this saying was to keep the ethical principle free from any admixture of the idea of utility V. Lazarus, M. Ethics of Judaism, I, p. 284.]
12. Thus the vow falls upon the *Sukkah*, which is rendered forbidden, and upon the person; therefore it is valid.

Nedarim 17a

hence the Bible teaches, [or if a soul swear, pronouncing with his lips] to do evil, or to do good, etc.:¹ just as doing good refers to something optional,² so doing evil refers [only] to something optional. This excludes one who swears to annul a precept, and did not annul it,³ because it is not optional! — One verse is to exempt him from the sacrifice due for [violating] an oath, and the other is to exempt him [from punishment⁴ for having violated] the injunction concerning an oath.

MISHNAH. A VOW WITHIN A VOW IS VALID,⁵ BUT NOT AN OATH WITHIN AN OATH. E.G., IF ONE DECLARES, 'BEHOLD, I WILL BE A NAZIR IF I EAT [THIS LOAF].' 'I WILL BE A NAZIR IF I EAT [THIS LOAF],'⁶ AND THEN EATS [IT], HE IS LIABLE IN RESPECT OF EACH [VOW].⁶ BUT IF HE SAYS, 'I SWEAR

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THAT I WILL NOT EAT [THIS LOAF], ' I SWEAR THAT I WILL NOT EAT [THIS LOAF], AND THEN EATS [IT], HE IS LIABLE [TO PUNISHMENT] FOR ONE [OATH] ONLY.

GEMARA. R. Huna said: This holds good only if one says, 'Behold, I will be a *Nazir* to-day [if I eat this loaf]; I will be a *Nazir* to-morrow [if I eat this loaf]', since an extra day is added, the [second] Neziruth² is binding in addition to the first.⁸ But if he says, 'Behold, I will be a *Nazir* to-day, I will be a *Nazir* to-day,' the second Neziruth is not valid in addition to the first. But Samuel said: Even if one declares, 'Behold, I will be a *Nazir* to-day, I will be a *Nazir* to-day,' the second Neziruth is binding. Now, according to R. Huna, [the Mishnah,] instead of teaching **BUT NOT AN OATH WITHIN AN OATH**, should teach, **Sometimes A VOW WITHIN A VOW IS VALID**, and sometimes not. [If one says,] 'Behold, I will be a *Nazir* to-day; behold, I will be a *Nazir* to-morrow,' the vow within the vow is binding. But if he says, 'Behold, I will be a *Nazir* to-day, I will be a *Nazir* to-day,'

1. Lev. V, 4.
2. V. Shebu. Sonc. ed.) p. 147 for notes.
3. Teaching that no penalty is incurred.
4. [I.e., the penalty of lashed for transgressing 'he shall not break his word'. He is however lashed for uttering a vain oath; v. Shebu. 29a (Tosaf).]
5. Lit., 'there is a vow within a vow'.
6. And he must observe two periods of Neziroth of thirty days each. This double vow relating to the same thing is called a vow within a vow.
7. Abstract noun from *Nazir*, 'Naziriteship'.
8. And the full statutory period of thirty days must be observed for the second Neziruth.

Nedarim 17b

the second is not binding?¹ — This is a difficulty.

We learnt: **A VOW WITHIN A VOW IS VALID, BUT NOT AN OATH WITHIN AN OATH.** How is this? shall we say that one declared, 'Behold, I will be a *Nazir* to-day. Behold, I will be a *Nazir* tomorrow':² then an analogous oath is: 'I swear not to eat figs. I swear not to eat grapes,' why should this

second oath be invalid? But the invalidity of all oath within an oath arises thus: 'I swear not to eat figs, I swear not to eat figs.' Then an analogous vow in respect of Neziruth is: 'Behold, I will be a *Nazir* to-day; Behold, I will be a *Nazir* to-day; and it is stated, **A VOW WITHIN A VOW IS VALID.** This refutes R. Huna? — R. Huna answers you: The Mishnah applies to one who said: 'Behold, I will be a *Nazir* to-day. Behold, I will be a *Nazir* to-morrow';³ and an analogous oath is: 'I swear not to eat figs I swear not to eat figs and grapes,'⁴ the second oath being invalid. But did not Rabbah Say: [If one says,] 'I swear not to eat figs,' and then adds, 'I swear not to eat figs and grapes'; if he eats figs, sets aside [an animal for] a sacrifice and then eats grapes, the grapes constitute [only] half the extent [of his second oath],⁵ and a sacrifice is not brought for [the violation of] such. Front this we see that if one declares, 'I swear not to eat figs,' and then adds, 'I swear not to eat figs and grapes': since the [second] oath is valid in respect of grapes, it is valid in respect of figs too? — R. Huna does not agree with Rabbah.

An objection is raised; If one made two vows of Neziruth, observed⁶ the first, set aside a sacrifice,⁷ and then had himself absolved thereof [sc. the first vow], the second is accounted to him in [the observance of] the first.⁸ How is this? Shall we say that he declared, 'Behold, I will be a *Nazir* to-day; Behold, I will be a *Nazir* tomorrow', why does the second replace the first; surely there is an additional day? But it is obvious that he said: 'Behold, I will be a *Nazir* to-day; Behold, I will be a *Nazir* to-day.'

1. The point of the difficulty is that the Tanna should not draw a distinction between vows and oaths, when it can be drawn between vows themselves.
2. The second vow being a real addition to the first.
3. So that the second vow is identical with the first, save that a day is added.
4. The second oath thus included the first, and added thereto.
5. Which embraces grapes and figs.
6. Lit., 'counted' — the days of his vow.
7. Due on the expiration of Neziroth.

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8. I.e., the term of Neziroth already observed is accounted to the second view, since the first was revoked.

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This contradicts R. Huna! — No. After all, [it means that he said,] 'Behold, I will be a *Nazir* to-day; Behold, I will be a *Nazir* to-morrow; and how is it accounted to him? With the exception of that additional day. Alternatively, [it means], e.g. that one undertook two periods of Neziruth simultaneously.¹

R. Hammuna objected: To vow a vow of a Nazirite, declaring themselves it Nazirite [into the Lord]:² teaches hence [we learn] that Neziruth falls upon Neziroth.³ For I would think, does it [the reverse] not follow *a fortiori*: If an oath, which is [more] stringent, is not binding upon another oath; how much more so Neziruth, which is less rigorous!⁴ Therefore it is stated, 'a Nazirite, declaring himself a Nazirite to the Lord'; from which [we learnt] that Neziroth falls upon Neziroth. Now how is this? Shall we say, that one said, 'Behold, I will be a *Nazir* to-day; Behold, I will be a *Nazir* to-morrow, — is a verse necessary? But presumably it applies to one who said, 'Behold, I will be a *Nazir* to day, Behold, I will be a *Nazir* to-day;' and it is stated that the second [vow of] Neziruth is binding in addition to the first?⁵ — No. This refers to one who undertook two [periods of] Neziruth simultaneously.

Now, wherein is an oath more rigorous than a vow? Shall we say in so far that it is applicable even to the abstract:⁶ but a vow too is more stringent, since it is as valid in respect to a precept as in respect to anything optional?⁷ — But it is because it is written in reference thereto, he shall not be held guiltless [that taketh my name in vain].⁸

BUT IF HE SAYS, 'I SWEAR THAT I WILL NOT EAT [THIS LOAF], 'I SWEAR THAT I WILL NOT EAT [THIS LOAF], 'AND THEN EATS IT, HE IS LIABLE [TO PUNISHMENT] FOR ONE [OATH] ONLY. Raba said: If he was absolved of the first, the

second becomes binding. How is this deduced? Since it is not stated, It is only one [oath], but, HE IS LIABLE [TO PUNISHMENT] FOR ONE [OATH] ONLY: thus, there is no room for it;⁹ but if the first is revoked, the second becomes binding. A different version [of Raba's dictum] is this: There is no penalty [for the second], yet it is an oath. For what purpose is it so?¹⁰ — For Raba's dictum. For Raba said: If he was absolved of the first, the second takes its place. Shall we say that the following supports him: If one made two vows of Neziruth, observed the first, set aside a sacrifice, and was then absolved thereof, the second [vow] is fulfilled in [the observance of] the first?¹¹ — [No.] This refers e.g., to one who vowed two periods of Neziruth simultaneously.¹²

1. Declaring, 'I vow two periods of Neziroth'.
2. Num. VI, 2.
3. I.e., a vow of Neziruth is binding upon one who is already a *Nazir*, translating thus: ... of a Nazirite, when he is already a Nazirite to the Lord.
4. The greater stringency of oaths is explained below. To shew that the second is binding-surely it is obvious!
5. This contradicts R. Huna.
6. V. *supra* 13b, a.l.
7. V. Mishnah on 16a.
8. Ex. XX, 7.
9. I.e., for the second to impose a penalty, since that is incurred on account of the first.
10. Since he is not punished for violating the second, whilst he is already bound by the first, what does it matter whether we regard the second as an oath or not?
11. This proves that the second is actually valid.
12. Hence the second is binding; but if one declares, 'I swear not to eat this loaf, I swear not to eat this loaf', it may be that his second statement has no validity at all. For further notes on this passage v. Shebu. (Sonc. ed.) pp. 150ff.

Nedarim 18b

MISHNAH. UNSPECIFIED VOWS ARE INTERPRETED STRICTLY, BUT IF SPECIFIED,¹ LENIENTLY. E.G., IF ONE VOWS, BEHOLD! THIS BE TO ME AS SALTED MEAT,' OR, 'AS WINE OF LIBATION': NOW, IF HE VOWED BY ALLUSION TO A PEACEOFFERING,² HE IS FORBIDDEN;³ IF BY

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AN IDOLATROUS SACRIFICE, HE IS PERMITTED, BUT IF IT WAS UNSPECIFIED, HE IS FORBIDDEN. [IF ONE DECLARES], 'BEHOLD! THIS BE TO ME AS HEREM': IF AS A HEREM TO THE LORD,⁴ HE IS FORBIDDEN; IF AS A HEREM TO THE PRIESTS, HE IS PERMITTED.⁵ IF IT IS UNSPECIFIED, HE IS FORBIDDEN. 'BEHOLD! THIS BE TO ME AS TITHE': IF HE VOWED, AS CATTLE TITHES, HE IS FORBIDDEN; IF AS CORN TITHES, HE IS PERMITTED; IF UNSPECIFIED, HE IS FORBIDDEN.⁶ 'BEHOLD! THIS BE TO ME AS TERUMAH';² IF HE VOWED, AS THE *TERUMAH* OF THE TEMPLE-CHAMBER,⁸ HE IS FORBIDDEN; IF AS THE *TERUMAH* OF THE THRESHING-FLOOR [I.E., OF CORN]. HE IS PERMITTED;² IF UNSPECIFIED, HE IS FORBIDDEN: THIS IS THE VIEW OF R. MEIR. R. JUDAH SAID; AN UNSPECIFIED REFERENCE TO *TERUMAH* IN JUDEA¹⁰ IS BINDING, BUT NOT IN GALILEE, BECAUSE THE GALILEANS ARE UNFAMILIAR WITH THE *TERUMAH* OF THE TEMPLE-CHAMBER.¹¹ UNQUALIFIED ALLUSIONS TO HARAMIM IN JUDEA ARE NOT BINDING. BUT IN GALILEE THEY ARE, BECAUSE THE GALILEANS ARE UNFAMILIAR WITH PRIESTLY HARAMIM.¹²

GEMARA. But we learnt: A doubt in Neziruth is treated leniently?¹³ — R. Zera answered; There is no difficulty; This [our Mishnah] agrees with the Rabbis; the other, with R. Eliezer. For it was taught: If one consecrates [all] his beasts and his cattle,¹⁴ the koy¹⁵ is included. R. Eliezer said: He has not consecrated the koy.¹⁶ He who maintains that one permits doubt to extend to his chattels,¹⁷ maintains likewise that he permits it to extend to himself too.¹⁸ But he who holds that one does not permit doubt to extend to his chattels, will maintain this all the more of one's own person.

1. After the vow is made in general terms (Ran).
2. [Var. lec. 'TO HEAVEN', v. next note.]
3. To benefit from the object of his vow — i.e., his vow is valid.
4. Lit., 'of Heaven'. For 'Heaven' as a synonym of god cf. I Macc. III, 18 (though some ancient authorities read there 'the God of heaven'); Matt. XXI. 25; v. A. Marmorstein, *The Old*

Rabbinic doctrine of God, I, pp. 14 and 105-106.

5. That which was devoted (Herem) to the Lord, i.e., to be utilized in or sold for Temple purposes, could not be redeemed, and hence was definitely forbidden for secular use (Lev. XXVII, 28); but if devoted to the priests. it might be so used once they had taken possession of it (Num. XVIII, 14); it is therefore regarded as permitted, and a reference to it in a vow has no validity.
6. The cattle tithe had to be formally designated, hence it is regarded as humanly forbidden, and a reference to it is valid; but the corn tithe belonged automatically to the Levite, even if not formally designated; therefore it is regarded as Divinely forbidden; v. *supra* 13b.
7. V. [Glos.](#)
8. For congregational sacrifices; v. Shek. III. 2; IV. 1.
9. V. p. 50. n. 8. The *Terumah* of the Temple fund had to be formally designated, but that of corn was regarded as Divinely and automatically forbidden.
10. I.e., the southern portion of Palestine.
11. The Galileans, living at some distance from the Temple, did not think much about the Temple fund, consequently, when they spoke of *Terumah* without any further qualification, they meant *Terumah* if corn.
12. As the priests lived mainly in Judea, priestly Haramim were unusual in Galilee; hence a Divine Herem must have been meant.
13. Toho. IV, 12. E.g., if one vows, 'Behold! I will be a *Nazir* if the man who is just passing is one', and that person disappeared before it could be ascertained whether he was or not, the vow is not binding. This contradicts the Mishnah that an unspecified vow, the meaning of which is doubtful, is rigorously interpreted.
14. So Rashi and Asheri. Ran: his beasts or his cattle; Tosaf. maintains that it refers to both cases The term 'cattle' (behemah) refers to domesticated animals; 'beasts' (hayyah) to wild or semi-wild animals.
15. Probably a kind of bearded deer or antelope. It is doubtful whether this belongs to the genus of cattle or of beasts. This view is that the koy must be included in the one or the other. Or, according to the interpretation of the Ran, we are strict because of our doubt.
16. Because his vow embraced animals of certain, but not of uncertain genus.
17. I.e., in consecrating his cattle or his beasts, he meant it to include the lot, though aware that it is of doubtful genus.
18. Thus, having subjected himself to an unspecified vow, his intention is that the most rigorous interpretation of his words shall apply.

NEDORIM – 2a-45a

Nedarim 19a

Abaye said to him: How have you explained [the Mishnah] 'A doubt in Neziruth is ruled leniently' — as being R. Eliezer's view? Then consider the latter clause: Doubtful first-borns, whether of man¹ or beast,² whether clean or unclean — the claimant must furnish proof [that they are first-borns].³ And it was taught thereon: They may neither be sheared nor put to service!⁴ — He replied: Why do you compare innate sanctity⁵ with man-made sanctity?⁶ But if there is a difficulty, it is this: Doubtful fluids,⁷ in respect of becoming unclean [themselves], are unclean; in respect of defiling others, they are clean:⁸ this is R. Meir's view, and R. Eliezer agreed with him. But is it R. Eliezer's opinion that in respect of becoming unclean [themselves] they are unclean? But it was taught, R. Eliezer said: Liquids have no uncleanness at all [by Scriptural law]; the proof is that Jose b. Joezer of Zeredah⁹ testified¹⁰ that the stag locust¹¹ is clean [i.e., fit for food], and that the fluids¹² in the [temple] slaughter-house are clean?¹³ Now, there is no difficulty according to Samuel's interpretation that they are clean [only] insofar that they cannot defile other liquids, but that nevertheless they are unclean in themselves; but according to Rab, who maintained that they are literally clean [even in respect of themselves], what can be said?¹⁴ But [answer thus]: One [the Mishnah in Toharoth] teaches R. Judah's view; the other [our Mishnah] gives R. Simeon's. For it was taught: [If one says,] 'Behold! I will be a *Nazir*,' if this stack contains a hundred *Kor*,¹⁵ and he goes and finds it stolen or destroyed: R. Judah ruled that he is not a *Nazir*: R. Simeon, that he is.¹⁶

Now, R. Judah is self-contradictory. Did he say that one does not place himself in a doubtful position?¹⁷ Then a contradiction is shewn: R. JUDAH SAID: AN UNSPECIFIED REFERENCE TO *TERUMAH* IN [JUDEA IS BINDING, BUT NOT IN GALILEE, BECAUSE THE GALILEANS ARE UNFAMILIAR WITH THE *TERUMAH* OF

THE TEMPLE-CHAMBER. Thus the reason is that they are unfamiliar,

1. If, e.g., a woman gave birth to twins, a male and a female, and it is not known the head of which appeared first (this being legally regarded as birth). If of the male, he is a firstborn; but if of the female, the male is not a first-born even if he subsequently issued first.
2. If, e.g., two cows calved, one a male and one a female, one a firstling and one not; and it is not known whether the male is the firstling. Only male firstlings belong to the priest.
3. I.e., if the priest claims the firstling or redemption money for the first-born.
4. Just as certain firstlings. (v. Deut. XV, 19). How then can this be the view of R. Eliezer, who holds that when in doubt the animal is not regarded as consecrated?
5. Lit., 'sanctity that comes of itself', v. B.M. (Sonc. ed.) pp. 26ff.
6. In the former case a rigorous view is naturally taken. But when man consecrates, he has in mind only that which certainty comes within the terms of his consecration.
7. E.g., if an unclean person, whose touch defiles liquids, put his hand into a vessel, and it is not known whether he actually touched the liquid there or not.
8. They do not defile them.
9. I Kings XI, 26.
10. On the historic occasion, when as a result of a dispute between R. Gamaliel and R. Joshua, the former was temporarily deposed from the Patriarchate, and R. Eliezer b. 'Azariah appointed in his stead. An examination was then made of scholars' traditions, which were investigated and declared valid or otherwise, v. 'Ed. (Sonc. ed.) Introduction, XI.
11. Heb. *Ayil*, of doubtful meaning.
12. The flow of blood and water.
13. Even by Rabbinical law. Since the general uncleanness of liquids is rabbinical only, it was not imposed upon liquids in the temple slaughter house, so as not to defile the flesh of sacrifices. The language of this testimony is Aramaic, whereas all other laws in the Mishnah are couched in Hebrew. Weiss, Dor, I, 105, sees in this a proof of its extreme antiquity; v. A.Z. (Sonc. ed.) pp. 181ff for further notes.
14. It may appear that this difficulty arises in any case. But if the Mishnah, 'an uncertain vow of Neziruth', is not R. Eliezer's ruling, it can be answered that though the entire law of the uncleanness of liquids is rabbinical only, he is nevertheless stringent in a case of doubt. But if the Mishnah agrees with R. Eliezer, so that though Neziruth and vows in general are Biblically binding, he is lenient in case of doubt,

NEDORIM – 2a-45a

how can he treat liquids strictly, when the law is merely rabbinical?

15. A measure of capacity: 36.44 litres in dry measure; 364.4 litres in liquid measure. J.E. 'Weights and Measures'.
16. Lit., 'R. Judah permits. R. Simeon forbids'.
17. I.e., he meant to be a *Nazir* only if it certainly contained that measure.

Nedarim 19b

but if they were familiar [therewith], it would be binding?¹ — Raba answered: In the case of the stack he holds that since doubt is graver than certainty, one will not put himself into that doubtful position. For if he is a certain *Nazir*, he may shave² and offer his sacrifice, which may be eaten, but if he is a doubtful *Nazir*, he may never shave.³ R. Huna b. Judah asked Raba; But what if he said, 'Behold! I will be a lifelong *Nazir*'?⁴ He replied; Even then, a lifelong *Nazir*, his doubt is graver than his certainty; for a certain *Nazir* lightens the burden of his hair and offers three animals,⁵ but not so a doubtful *Nazir*. But what if he said, 'Behold! I will be a Samson Nazirite'?⁶ — He replied: A Samson Nazirite was not included.⁷ Said he to him: But R. Adda b. Ahabah said: A Samson Nazirite was taught?⁸ He replied; If it was taught, it was taught.⁹

R. Ashi said: That [the Mishnah in Toharoth] gives the view of R. Judah quoting R. Tarfon.¹⁰ For it was taught: R. Judah said on the authority of R. Tarfon: Neither is a *Nazir*, because Neziroth must be expressed with certainty.¹¹ If so, why particularly if the stack was stolen or destroyed?¹² — To shew how far-reaching is R. Simeon's view, that even if it was stolen or destroyed, he still maintains that one places himself in a doubtful position.

R. JUDAH SAID: AN UNSPECIFIED REFERENCE TO *TERUMAH* IN JUDEA, etc. But if they were familiar therewith, it would be binding, which shows that the doubt is ruled stringently. Then consider the last clause: UNQUALIFIED ALLUSIONS TO HARA MIM IN JUDEA ARE NOT BINDING BUT IN GALILEE THEY ARE, BECAUSE THE GALILEANS ARE UNFAMILIAR WITH PRIESTLY HARAMIM. But if they

were familiar, they would be invalid: thus in doubt we are lenient? — Abaye answered: The last clause is the view of R. Eleazar b. R. Zadok. For it was taught: R. Judah said: An unspecified [reference to] *Terumah* in Judah is binding. R. Eleazar son of R. Zadok said: unspecified [references to] *Haramim* in Galilee are binding.

1. Though it would still be doubtful to which he referred.
2. On the expiration of his term of Neziroth.
3. Because this must follow his sacrifices. But being a doubtful *Nazir*, he cannot offer any at all, lest he be not one, in which case the animal, having been wrongfully designated as a *Nazir*'s sacrifice, is *Hullin* (q.v. [Glos.](#)), which may not be brought to the Temple Court.
4. Here the doubt cannot be more stringent than the certainty, as the term never expires, and since R. Judah draws no distinction in Neziroth, his ruling must apply even to such.
5. V. *Nazir*, 4.
6. V. *ibid.* In which case his hair may never be cut.
7. The term *Nazir* may include a lifelong *Nazir*, but not a Samson *Nazir*, which would require special mention.
8. [I.e., that R. Judah declares that he is not a *Nazir* even in the case of a Samson Nazirite vow (Ran).]
9. I cannot answer it.
10. But not his own view.
11. This refers to the following case: If two persons were walking together, and one said: 'I will be a *Nazir*, if the man who is coming towards us is one'; whereupon the other said: 'I will be a *Nazir* if he is not', the vow is binding upon neither, because of the element of doubt in each when it was made, v. *Naz.* 34a.
12. Even if the stack is intact and contains the stipulated measure, the vow of Neziroth is invalid, since when it was taken it was unknown.

Nedarim 20a

MISHNAH. IF ONE VIEWS BY HEREM,¹ AND THEN SAYS, 'I VOWED ONLY BY A FISHING NET',² BY KORBAN, AND THEN SAYS, 'I VOWED ONLY BY ROYAL GIFTS',³ [IF HE SAYS] BEHOLD! [I MYSELF] 'AZMI BE A KORBAN',⁴ AND THEN STATES. 'I VOWED ONLY BY THE EZEM [BONE] WHICH I KEEP FOR THE PURPOSE OF VOWING';⁵ [IF ONE SAYS,] 'KONAM BE ANY BENEFIT MY WIFE HAS OF ME, AND THEN DECLARES, I SPOKE

NEDORIM – 2a-45a

ONLY OF MY FIRST WIFE, WHOM I HAVE DIVORCED (IF NONE OF THESE [VOWS] DO THEY REQUIRE TO SEEK ABSOLUTION.⁶ BUT IF A REQUEST FOR ABSOLUTION IS PREFERRED, THEY ARE PUNISHED AND TREATED STRICTLY: THIS IS THE VIEW OF R. MEIR, BUT THE SAGES SAY: THEY ARE GIVEN AN OPENING [FOR REGRET] (IN OTHER GROUNDS,⁷ AND THEY ARE ADMONISHED SO THAT THEY DO NOT TREAT VOWS WITH LEVITY.

GEMARA. This is self-contradictory: You say, OF NONE OF THESE VOWS DO THEY REQUIRE TO SEEK ABSOLUTION; and then you continue: IF A REQUEST FOR ABSOLUTION IS PREFERRED, THEY ARE PUNISHED AND TREATED STRICTLY?⁸ — Said Rab Judah, This is its meaning; OF NONE OF THESE VOWS DO THEY REQUIRE TO SEEK ABSOLUTION. This applies however only to a scholar;⁹ and when 'Am Ha-arez¹⁰ applies for absolution, he is punished and treated strictly. Now 'TREATED STRICTLY' is well: it means that we do not suggest an opening for regret.¹¹ But how are they punished? — As it was taught: If one vowed Neziroth and then violated his vow: his case is not examined unless he observes his vow for the full period that he had violated it: this is the view of R. Judah. R. Jose said: This applies only to short Neziroth [i.e., thirty days]; but in the case of a long period of Neziroth, thirty days are sufficient.¹² R. Joseph said: Since the Rabbis have decreed, his case is not to be examined, if a *Beth Din*¹³ does attend to it [before time], it does not act right [and must be reprimanded]. R. Aha b. Jacob said: It is banned.¹⁴

BUT THE SAGES SAY: THEY ARE GIVEN AN OPENING [FOR] REGRET, etc. It was taught: Never make a practice of vowing, for ultimately you will trespass in the matter of oaths,¹⁵ and do not frequent an 'Am Ha-arez, for eventually he will give you *tebalim*;¹⁶ and do not associate with a priest, an 'Am Ha-arez, for ultimately he will give you *Terumah* to eat;¹⁷ and do not converse much with women, as this will ultimately lead you to unchastity.¹⁸

R. Aha of the school of¹⁹ R. Josiah said: He who gazes at a woman eventually comes to sin, and he who looks even at a woman's heel will beget degenerate children. R. Joseph said: This applies even to one's own wife when she is a *Niddah*.²⁰ R. Simeon b. Lakish said: 'Heel' that is stated means the unclean part, which is directly opposite the heel.

It was taught: [And Moses said unto the people, fear not: for God is come to prove you,] that his fear may be before your faces:²¹ By this is meant shamefacedness; that ye sin not²² — this teaches that shamefacedness leads to fear of sin: hence it was said²³ that it is a good sign if a man is shamefaced.²⁴ Others say: No man who experiences shame²⁵ will easily sin; and he who is not shamefaced — it is certain that his ancestors were not present at Mount Sinai.

R. Johanan b. Dahabai said: The Ministering Angels told me four things: People are born lame because they [sc. their parents] overturned their table [i.e., practised unnatural cohabitation]; dumb, because they kiss 'that place'; deaf, because they converse during cohabitation; blind, because they look at 'that place'. But this contradicts the following: Imma Shalom²⁶ was asked: Why are

1. Viz., 'This be Herem unto me'.
2. Herem meaning net too; i.e., 'I did not vow at all'.
3. Korban meaning an offering, and hence applicable to gifts or tribute to the king.
4. Implying that he had consecrated himself to the Lord and needed redemption; v. Lev. XXVII, 1-8. (Rashi). [Or: May I myself be forbidden to you as Korban (Ran).]
5. [In order to give the impression to the hearer that I am making a vow.]
6. Being invalid, according to the meaning assigned to them.
7. Lit., 'from another place'. I.e., they cannot obtain absolution on the plea that they had attached an unusual significance to their words, for the phrase cf. *supra* 13b.
8. The first implies that they are altogether invalid, whereas the second implies that they are valid vows.
9. Who is careful about making vows.
10. V. [Glos.](#)

NEDORIM – 2a-45a

11. When one desired absolution, the Rabbi usually suggested grounds for granting it; here, however, such aid was to be withheld.
12. E.g., if he had vowed to be a *Nazir* a hundred days, violated his vow for fifty days, and then desired absolution, it is enough to observe thirty days only, and then he is absolved. Here too he is punished in this way.
13. Lit., 'house of law': Jewish court of law. Any three persons could constitute themselves a *Beth Din*, by request, and it is to such a constituted body of laymen that this dictum probably refers. [Absolution could be granted either by one Rabbi or by three laymen; *infra*.]
14. On the term used *shamta*, v. *supra* p. 17, n. 2.
15. Which are more stringent.
16. *Tebel*, pl. *tebalim*, produce from which no tithes have been set aside.
17. According to this reading the exhortation is to a *zar*. The *Ran* however reads: 'unclean *Terumah*', which was forbidden even to a priest, in which case the exhortation is to a priest.
18. The present statement is not meant to be derogatory to women, who were held in high esteem, but conditioned by the prevailing laxity in sexual matters which characterised many of the ancient peoples. V. Herford *Talmud and Apocrypha*, pp. 163ff.
19. *Berabbi* or *Beribbi* is a contraction of *Be Rab*, belonging to the school of an eminent teacher (*Jast.*).
20. A woman during her period of menstruation and seven days following.
21. Ex. XX, 17.
22. *Ibid.*
23. This indicates a very ancient tradition; v. Frankel, Z.: *Darke ha-Mishnah*, p. 305; Bacher, *Tradition und Tradenten*, pp. 160, 171 seqq.
24. Cf. *Yeb.* 79a, where a sense of shame is said to be one of the characteristics of the Jew; also *Ab.* V, 20, where 'shamefacedness' is contrasted with 'bold-facedness', i.e., impudence or insolence.
25. I.e., who is not hardened or callous, but feels humiliated when he does wrong.
26. The wife of R. Eliezer b. Hyrkanos, a sister of Gamaliel II.

Nedarim 20b

thy children so exceedingly beautiful? She replied: [Because] he [my husband] 'converses' with me neither at the beginning nor at the end of the night, but [only] at midnight; and when he 'converses', he uncovers a handbreadth and covers a hand breadth, and is as though he were compelled by a demon.

And when I asked him, What is the reason for this [for choosing midnight], he replied, So that I may not think of another woman,¹ lest my children be as bastards.² — There is no difficulty: this refers to conjugal matters;³ the other refers to other matters.

R. Johanan said: The above is the view of R. Johanan b. Dahabai; but our Sages said: The *Halachah* is not as R. Johanan b. Dahabai, but a man may do whatever he pleases with his wife [at intercourse]: A parable; Meat which comes from the abattoir, may be eaten salted, roasted, cooked or seethed; so with fish from the fishmonger.⁴ Amemar said: Who are the 'Ministering Angels'? The Rabbis. For should you maintain it literally, why did R. Johanan say that the *Halachah* is not as R. Johanan b. Dahabai, seeing that the angels know more about the formation of the fetus than we? And why are they designated 'Ministering Angels'? — Because they are as distinguished as they.⁵

A woman once came before Rabbi and said, 'Rabbi! I set a table before my husband, but he overturned it.' Rabbi replied: 'My daughter! the Torah hath permitted thee to him — what then can I do for thee?' A woman once came before Rab and complained. 'Rabbi! I set a table before my husband, but he overturned it.' Rab replied; Wherein does it differ from a fish?⁶

And that ye seek not after your own heart.⁷ [Deducing] from this Rabbi taught: One may not drink out of one goblet and think of another.⁸ Rabina said: This is necessary only when both are his wives.

And I will purge out from among you the rebels, and them that transgress against me.⁹ R. Levi said: This refers to children belonging to the following nine categories: children of fear,¹⁰ of outrage, of a hated wife, one under a ban,¹¹ of a woman mistaken for another,¹² of strife,¹³ of intoxication [during intercourse], of a mentally divorced wife,¹⁴ of promiscuity, and of a brazen woman.¹⁵ But that is not so: for did not R. Samuel b. Nahmani say in the name of R. Jonathan: One who is summoned to his

NEDORIM – 2a-45a

marital duty by his wife will beget children such as were not to be found even in the generation of Moses? For it is said, Take you wise men, and understanding [and known among your tribes, and I will make them rulers over you];¹⁶ and it is written, So I took the chiefs of your tribes, wise men and known¹⁷ but 'understanding' is not mentioned.¹⁸ But it is also written, Issachar is a large-boned ass;¹⁹ whilst elsewhere it is written, And of the children of Issachar, which were men that had understanding of the titles?²⁰ — [It is virtuous] only when the wife ingratiates herself [with her husband].²¹

CHAPTER III

MISHNAH. FOUR TYPES OF VOWS HAVE THE SAGES INVALIDATED;²² VIZ., VOWS INCENTIVE, VOWS OF EXAGGERATION, VOWS IN ERROR, AND VOWS [BROKEN] UNDER PRESSURE.²³ VOWS INCENTIVE: E.G., IF ONE WAS SELLING AN ARTICLE AND SAID, KONAM THAT I DO NOT LET YOU HAVE IT FOR LESS THAN A SELA"; AND THE OTHER REPLIED, KONAM THAT I DO NOT GIVE YOU MORE THAN A SHEKEL —

1. At the beginning of the night women are still going about in the streets; at the end, before morning, they are abroad again.
2. Figuratively, of course. This shows that they did converse.
3. That are permitted.
4. [This parable serves to express the absence of reserve that may characterise the mutual and intimate relationship of husband and wife without offending the laws of chastity.]
5. Rashi (in Kid. 71a): they are distinguished in dress, being robed in white and turbaned; cf. passage a.l.: Shah. 25b.
6. V. *supra*.
7. Num. XV, 39.
8. Whilst cohabiting with one woman to think of another.
9. Ezek. XX, 38.
10. When a husband imposes himself upon his wife by force; Asheri reads: children of a maidservant ([H] instead of [H]); v. *MGWJ* 1934 p 136. n. 1.
11. A person under a ban was forbidden to cohabit.
12. Having intended to cohabit with one of his wives, he cohabited with another.
13. Not a hated wife, but one with whom he had just then quarrelled.

14. I.e., when her husband has decided to divorce her.
15. One who openly demands her conjugal rights.
16. Deut. I. 13.
17. Ibid. I, 15.
18. The Heb. [H] is here taken to denote the highest degree of wisdom — but such could not be found.
19. Gen. XLIX, 14; cf. Gen. XXX. 16-18. The allusion is to the legend that Leah heard the braying of Jacob's ass, and so came out of the tent and said to Jacob, thou must come in unto me. She had thus demanded her conjugal rights.
20. I Chron. XII. 33; though such men were not to be found in the days of Moses. This was Leah's reward, thus proving that it is meritorious for a woman to demand her rights.
21. She may shew her desires, as did Leah, who merely invited Jacob into her tent, but not explicitly demand their gratification.
22. Lit., 'permitted'.
23. This is explained *infra* 27a.

Nedarim21a

BOTH ARE AGREED UPON THREE DINARII.¹

GEMARA. FOUR VOWS HAVE THE RABBIS INVALIDATED, etc. R. Abba b. Memel said to R. Ammi: You have told us in the name of R. Judah Nesi'ah:² Which Tanna holds this view? — R. Judah, who said on the authority of R. Tarfon: Neither is a *Nazir*, because Neziroth must be expressed with certainty.³ Raba said: You may even say, The Rabbis. Does the Mishnah teach, both [subsequently] agreed — it teaches, **BOTH ARE AGREED.⁴**

Rabina asked R. Ashi: If he demanded more than a *se'ah*, and the other offered less than a *Shekel*⁵ is it a [valid] vow, or still a matter of incitement?⁶ — He replied. We have learnt this. If one was urging his neighbor to eat in his house, and he answered: 'Konam if I enter your house,' or 'if I drink a drop of cold water', he may enter his house and drink cold water, because he only meant eating and drinking in general.⁷ But why? Did he not state, a drop of cold water? Hence this is the usual manner of speech.⁸ Thus here too: this is the usual manner of speech!⁹ — He said to him:

NEDORIM – 2a-45a

1. A *Sela'* _ two *Shekels* _ four *Dinari*.
2. R. Judah, the Prince II.
3. 19b. Thus here too, in the case of the incentive vow, since the two parties are dependent upon another, the vow is invalid.
4. Thus, neither meant the vow seriously at all; but the conditional vow of Neziroth was really meant.
5. [I.e., the vendor demanded a *Sela'* and a *Perutah* (v. [Glos.](#)) and the buyer offered a *Shekel* minus a *Perutah* (Ran).]
6. Since each was so exact, it may be that the sum was literally meant by both, and the vow likewise.
7. But did not intend his words literally.
8. For emphasis stating 'a drop of water', when in reality something substantial was meant.
9. For emphasis: but neither meant his words literally, hence the vow is invalid.

Nedarim 21b

How compare? In the case of cold water, 'the righteous promise little and perform much';¹ but here, It is really doubtful whether he [the vendor] implied that he would take less than a *Sela'*, and [the buyer] that he would give more than a *Shekel*,² and it is [a vow of] incitement, or perhaps, each spoke literally, and it is a valid [vow]? This problem remains unsolved.

Rab Judah said in R. Assi's name: For these four vows [formal] absolution must be sought from a Sage. When I stated this before Samuel, he observed: The Tanna teaches, **FOUR VOWS HAVE THE SAGES INVALIDATED**,³ yet you say. absolution must be sought from a Sage! R. Joseph reported this discussion in the following version: Rab Judah said in R. Assi's name: A Sage may remit only such [vows] as are similar to these four. Thus in his view mere regret is not given as an opening [for absolution].⁴ A man once came before R. Huna [for absolution]. He asked him: 'Are you still of the same mind?' and he replied 'No!' Thereupon he absolved him. A man once came before Rabbah son of R. Huna, who asked him: 'Had ten men been present to appease you just then, would you have vowed?' On his replying 'No!' he absolved him. It was taught: R. Judah said: We ask him, 'Are you still of the same mind?' If he answers, No!' he is absolved. R. Ishmael

son of R. Jose said on his father's authority: We say to him: 'Had ten men been present to appease you just then, would you have vowed?' If he replies in the negative, absolution is granted.

(Mnemonic: *Assi and Eleazar, Johanan and Jannai*).⁵

A man once came before R. Assi. He asked him: 'Do you now regret [that you ever vowed]?' and he replied, 'Do I not?' Thereupon he absolved him.⁶ A man once came before R. Eleazar. He said to him, 'Do you desire your vow?'⁷ He replied: 'Had I not been provoked, I certainly would not have desired aught.' 'Let it be as you wish,' answered he. A woman who had subjected her daughter to a vow⁸ came before R. Johanan. Said he to her, 'Had you known that your neighbors would say of your daughter,

1. When the would-be host urged him to partake just a little, he understood that a full meal was intended, and therefore made the vow in the terms he did, meaning, however, to debar himself only from a substantial meal.
2. Both intending to compromise on three *Dinari*.
3. I.e., they have no binding power at all.
4. A definite reason for absolution is necessary, based on a fact which was unknown when the vow was made; consequently, it may be regarded as having been made in error. But if the only reason for cancellation is that the vower regrets it, absolution cannot be granted, v. *infra* 77b.
5. A mnemonic is a short phrase or a string of words or letters each consisting of catchwords of statements or incidents, strung together as an aid to the memory.
6. (He holds that mere regret is accepted as ground for revoking a vow, contrary to the view of Rab Assi in the name of Rab Judah, the author of this ruling here being Rabbi Assi, a Palestinian Amora as distinct from the former, who was a Babylonian. (Ran).]
7. Ran: I.e., have you no regret that you ever made the vow except that you wish that it be no longer valid from now, in which case absolution cannot be granted. Rashi: 'Did you fully desire to vow, i.e., were you calm and composed, vowing with full deliberation' this seems more plausible.
8. Not to benefit from her mother.

NEDORIM – 2a-45a

Nedarim 22a

"If her mother had not seen something shameful¹ in her [behaviour], she would not have put her under a vow without cause" — would you have vowed?' On her replying in the negative, he absolved her. The grandson of R. Jannai the Elder² came before him Said he to him, 'Had you known that [when you vow] your ledger³ is opened [in heaven] and your deeds examined — would you have vowed?' On his giving a negative reply, he absolved him R. Abba said: Which verse [teaches this]? After vows cometh examination.⁴ But though R. Jannai proposed this as a ground for absolution, we may not do so.⁵ Nor do we suggest the following, which Rabbah b. Bar Hanah related in R. Johanan's name: What opening did R. Gamaliel give to a certain old man? Thee is that speaketh like the piercings of a sword, but the tongue of the wise is health.⁶ He who speaketh [a vow] is worthy of being pierced by the sword, but that the tongue of the wise [i.e., absolution] health. Nor do we suggest the following, viz., what was taught, R. Nathan said: One who vows is as though he built a high place,⁷ and he who fulfils it is as though he sacrificed thereon. Now the first [half] may be given as an opening,⁸ but as for the second, Abaye maintained: We suggest [it]; Raba said: We do not suggest [it]. This is the version of the discussion as recited by R. Kahana. R. Tabyomi reported it thus: We may not suggest the latter half;⁹ but as for the first, — Abaye maintained: We suggest [it]; Raba said: We do not. The law is that neither the first [half] nor the second may be proposed.

Nor do we suggest the following dictum of Samuel, viz., Even when one fulfils his vow he is called wicked. R. Abba said: Which verse [teaches this]? But if thou shalt forbear to vow, it shall be no sin in thee.¹⁰ And [the meaning of] forbearance is learnt from forbearance as expressed elsewhere. Here it is written, But if thou shalt forbear to vow, and there it is written, There the wicked forbear from insolence.¹¹ R. Joseph said: We too have learnt so. [If one says:] 'As the vows of the righteous,'

his words are of no effect. [But if he says:] 'As the vows of the wicked,' he has vowed in respect of a Nazirite vow and a sacrifice.¹²

R. Samuel b. Nahmani said in the name of R. Jonathan: He who loses his temper is exposed to all the torments of Gehenna,¹³ for it is written, Therefore remove anger from thy heart,' thus wilt thou put away evil from thy flesh.¹⁴ Now 'evil' can only mean Gehenna, as it is written, The Lord hath made all things for himself yea, even the wicked for the day of evil.¹⁵ Moreover, he is made to suffer from abdominal troubles, as it is written, But the Lord shall give thee there a trembling heart, and failing of eyes, and sorrow of mind.¹⁶ Now what causes failing eyes and a sorrowful mind? Abdominal troubles.

When 'Ulla went up to Palestine,¹⁷ he was joined by two inhabitants of Hozai,¹⁸ one of whom arose and slew the other. The murderer asked of 'Ulla: 'Did I do well?' 'Yes,' he replied; 'moreover, cut his throat clean across.'¹⁹ When he came before R. Johanan, he asked him, 'Maybe, God forbid, I have strengthened the hands of transgressors?' He replied, 'You have saved your life.'²⁰ Then R. Johanan wondered: The Lord shall give them there an infuriated heart²¹ refers to Babylon?²² 'Ulla replied, 'We had not yet

1. Lit., 'something best left alone'.
2. Lit., 'the son of the daughter'. *Var. lec.*: Jannai Rabbah, the Great. He was a Palestinian Amora of the first generation (second and third generation); to be distinguished from Jannai the Younger, a Palestinian Amora of the fourth generation.
3. The notion that there is a Heavenly ledger in which man's doings are recorded (cf. Aboth, III, 20) is probably connected with the idea of the Book of Life, in which are inscribed on the Judgment Day of New Year those who are to be granted life for the ensuing year (cf R.H. 15b). The Sefer Hasidim (13th century) observes that God is in no need of a book of records: 'the Torah speaks the language of man', i.e., figuratively. Cf Aboth, (Sonc. ed.) p. 12, n. 9.
4. Prov. XX, 25.
5. Because it terrifies one too much, and makes him ready to express a regret which he may not feel.
6. Ibid. XII, 18.

NEDORIM – 2a-45a

7. For sacrifice — this being forbidden since the building of Solomon's Temple.
8. Merely building a high place without sacrificing is not so heinous all offence, and therefore the suggestion is not so terrifying.
9. All agreeing that it is too frightening.
10. Deut. XXIII, 23.
11. Job III, 17. Thus forbearing being employed of the wicked in the latter verse, its use in the former shows that he who vows is also so dubbed.
12. *Supra* 9a.
13. V. p. 19, n. 6.
14. Ecc. XI, 10.
15. Prov. XVI, 4. This is understood to mean Gehenna.
16. Deut. XXVIII, 65.
17. 'Ulla was a Prominent Palestinian Amora of the latter part of the third century and the beginning of the fourth. He frequently visited Babylonia, in pursuance of the general policy of maintaining intellectual intercourse between these two great centres, and his learning was very highly esteemed there; Bacher, *Ag. Bab. Amor.* pp. 93-97.
18. [Or Be'Hozae, the modern Khuzistan, province S.W. Persia, Obermeyer, *Die Landschaft Babylonien*, pp. 204ff.]
19. Fearing that disapproval would endanger his own life; moreover, he wished to hasten his death.
20. The action was excusable, being in self-defence.
21. *Ibid.*
22. How then could one Jew become so angry with another in Palestine as to slay him?

Nedarim 22b

crossed the Jordan [into Palestine].'

Rabbah son of R. Huna said: He who loses his temper, even the Divine Presence is unimportant in his eyes, as it is written, The wicked, through the pride of his countenance, will not seek God,' God is not in all his thoughts.¹ R. Jeremiah of Difti² said: He forgets his learning and waxes ever more stupid, as it is written, For anger resteth in the bosom of fools;³ and it is written, But the fool layeth open his folly.⁴ R. Nahman b. Isaac said: It is certain that his sins outnumber his merits, as it is written, And a furious man aboundeth in transgressions.⁵

R. Adda son of R. Hanina said: Had not Israel sinned, only the Pentateuch and the Book of

Joshua would have been given them, [the latter] because it records the disposition of Palestine [among the tribes].⁶ Whence is this known? For much wisdom proceedeth from much anger.⁷

R. Assi said: Absolution is not granted for⁸ [a vow in the name of] the God of Israel, except [the following]: 'Konam be any benefit [by the God of Israel] my wife has of me, because she stole my purse or beat my child'; and it was subsequently learnt that she had done neither.⁹

A woman once came before R. Assi. He asked her, 'How did you vow?' She replied, 'By the God of Israel.' Said he to her, 'Had you vowed by mohi, which is a mere substitute,¹⁰ I would absolve you. Now that you did not vow by mohi, but by the God of Israel, I will not absolve you.

R. Kahana visited¹¹ R. Joseph's home. The latter said to him, 'Eat something'; to which he replied, 'No, by the Master of all, I will not taste anything.' R. Joseph answered, 'No, by the Master of all, you may not eat.' Now R. Kahana rightly said, 'No, by the Master of all, etc.' [to strengthen his vow]; but why did R. Joseph repeat this? — This is what he said: 'Since you have said, "No, by the Master of all", you may not eat.'¹²

Raba said in R. Nahman's name: The law is: Regret may be made an opening [for absolution], and absolution is granted for [a vow made in the name of] the God of Israel.

Raba was praising R. Sehorah to R. Nahman as a great man. Thereupon N. Nahman said: 'When he comes to you, bring him to me.' Now he [R. Sehorah] had a vow for absolution, so he went before R. Nahman, who asked him: 'Did you vow bearing this¹³ in mind?' 'Yes,' he replied. 'Or this?' 'Yes.' This being repeated a number of times, R. Nahman became angry and exclaimed, 'Go to your room!'¹⁴ R. Sehorah departed, and found an opening for himself: Rabbi said: Which is the right course that man should choose for himself? That which he feels to be honorable to himself, and

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brings him honor from mankind.¹⁵ But now, since R. Nahman has become angry, I did not vow on this understanding. He thus absolved himself.

R. Simeon son of Rabbi had a vow for absolution. He went before the Rabbis, who asked him, 'Did you vow bearing this in mind?' He replied, 'Yes.' 'Or this?' 'Yes.' [This was repeated] several times,

1. Ps. X, 4.
2. V. p. 214, n. 2.
3. Ecc. VII, 9.
4. Prov. XIII, 26.
5. Prov. XXIX, 22.
6. But the other books, consisting mostly of the rebukings of the prophets, would have been unnecessary.
7. Ecc. I, 18; i.e., the anger of God caused Him to send many prophets with their wise teachings. — We learn through error, and sin becomes the occasion of a fuller Revelation by God.
8. Lit., 'no (request for absolution) is attended to in the case of'.
9. [This exception is made for the sake of restoring peace in the home.]
10. V. Mishnah, *supra* 10a.
11. Lit., 'happened (to be) at'.
12. I.e., Even if you desire, because one cannot be absolved from such an oath.
13. Some fact mentioned.
14. I cannot absolve you.
15. V. Aboth II. 2 (Sonc. ed.) p. 12, n. 2 and 5.

Nedarim 23a

and the Rabbis passed wearily to and fro 'twixt sun and shade.¹ Said Botnith, the son of Abba Saul b. Botnith, to him, 'Did you vow in order that the Rabbis should thus wearily pass from sun to shade and from shade to sun?' 'No,' replied he. Thereupon they absolved him. R. Ishmael son of R. Jose had a vow for absolution. He went before the Rabbis, who asked him, 'Did you vow bearing this in mind?' 'Even so,' replied he. 'Or this?' 'Yes.' This was repeated several times. A fuller, seeing that he was paining the Rabbis, smote him with his basket.² Said he, 'I did not vow to be beaten by a fuller,' and so he absolved himself. R. Aha of Difti objected to Rabina: But this was an unexpected fact, as it had not occurred to him that a fuller would smite him,

and we learnt: An unexpected fact may not be given as an opening?³ — He replied: This is not unexpected, because scoffers⁴ are common who vex the Rabbis.⁵ Abaye's wife had a daughter. *He* declared, '[She must marry] one of *my* relations,' and *she* maintained, 'one of *mine*'. So he said to her: '[All] benefit from me be forbidden to you if you disregard my wish and marry her to one of your relations.' She went, ignored his desire, and married her to her relation. [Subsequently Abaye] went before R. Joseph [for absolution], who asked him: 'Had you known that she would disregard your wish and marry her to her relation, would you have vowed?' He answered, 'No,' and R. Joseph absolved him. But is such permitted?⁶ — Yes, and it was taught: A man once imposed a vow on his wife not to make the festival pilgrimage [to Jerusalem]; but she disregarded his wish, and did go. He went to R. Jose [for absolution], who said to him, 'Had you known that she would disregard your wish and make the journey, would you have imposed the vow on her?' He answered, 'No,' and R. Jose absolved him.

MISHNAH. R. ELIEZER B. JACOB SAID: ALSO HE⁷ WHO WISHES TO SUBJECT HIS FRIEND TO A VOW TO EAT WITH HIM, SHOULD DECLARE: 'EVERY VOW WHICH I MAY MAKE IN THE FUTURE SHALL BE NULL'. [HIS VOWS ARE THEN INVALID,] PROVIDING THAT HE REMEMBERS THIS AT THE TIME OF THE VOW.

GEMARA. But since he says, 'Every vow which I may make in the future shall be null,' he will surely not listen to him⁸ and not come to [eat with] him? —

1. In an endeavour to find grounds for absolution.
2. The Rabbis appear to have held open session.
3. V. *infra* 64a. The tact must have been in existence, when the vow was made, but overlooked. If, however, it occurred only subsequently, it cannot be a ground for absolution.
4. ApiKora (pakar) etymologically should mean a loose, unbridled person. Its phonetic similarity to Epicurus, the philosopher, stamped it with the meaning of

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sceptic, heretic, and that is its probable meaning in Sanh. XI, 2, where an *apiKoros* is excluded from the world to come. The definition given in the Gemara, 99b, viz., one who is scornful of the Rabbis, which is the same as it bears here, was in all probability an extension of its meaning, due to feuds between the Rabbis and some sections of the people.

5. And as their adherents naturally try to punish them, the incident could have been anticipated, and therefore is not regarded as unexpected
6. The vow itself providing cause for absolution.
7. The friend.
8. This too is an example of a vow of incitement, v. Gemara.

Nedarim 23b

The text is defective, and this is what was taught: He who desires his friend to eat with him, and after urging him, imposes a vow upon him, it is 'a vow of incitement [and hence invalid]. And he who desires that none of his vows made during the year shall be valid, let him stand at the beginning of the year and declare, 'Every vow which I may make in the future shall be null. [HIS VOWS ARE THEN INVALID,] PROVIDING THAT HE REMEMBERS THIS AT THE TIME OF THE VOW. But if he remembers, he has cancelled the declaration and confirmed the vow?² — Abaye answered: Read: providing that it is not remembered at the time of the vow. Raba said, After all, it is as we said originally.³ Here the circumstances are e.g., that one stipulated at the beginning of the year, but does not know in reference to what. Now he vows. Hence, if he remembers [the stipulation] and he declares: 'I vow in accordance with my original intention', his vow has no reality. But if he does not declare thus, he has cancelled his stipulation and confirmed his vow.

R. Huna b. Hinena wished to lecture thereon [sc. anticipatory cancellation] at the public session. But Raba remonstrated with him: The Tanna has intentionally obscured the law,⁴ in order that vows should not be lightly treated, whilst you desire to teach it publicly!

The scholars propounded: Do the Rabbis disagree with R. Eliezer b. Jacob or not?⁵ And

should you say that they differ, is the *Halachah* like him or not?⁶ — Come and hear: For we learnt: If one says to his neighbor,

1. This may have provided a support for the custom of reciting Kol Nidre (a formula for dispensation of vows) prior to the Evening Service of the Day of Atonement (Ran.). The context makes it perfectly obvious that only vows, where the maker abjures benefit from aught. or imposes an interdict of his own property upon his neighbor, are referred to. V. J.E. s.v. Kol Nidre. Though the beginning of the year (New Year) is mentioned here, the Day of Atonement was probably chosen on account of its great solemnity. But Kol Nidre as part of the ritual is later than the Talmud, and, as seen from the following statement about R. Huna h. Hinena, the law of revocation in advance was not made public.
2. Since, when vowing, he knows of his previous declaration, he obviously disregards it. as otherwise he would not vow at all.
3. The received text is correct.
4. By giving a defective text. This implies that here, at least, the lacuna is not accidental, due to faulty transmission, but deliberate; cf. p. 2, n. 3.
5. But regard this as a binding vow.
6. Since the Mishnah teaches it as an individual opinion.

Nedarim 24a

'Konam that I do not benefit from your if you do not accept for your son a *Kor* of wheat and two barrels of wine,' — his neighbor may annul his vow without [recourse to] a Sage, by saying: 'Did you vow for any other purpose but to honor me? This [nonacceptance] is my honor.' Thus, it is only because he asserts, 'This is my honor'; but otherwise, it is [a binding] vow. Whose view is this? If R. Eliezer b. Jacob's, — it is a vow of incitement?¹ Hence it must be the Rabbis,² thus proving that they disagree with R. Eliezer! — [No.] After all, it may be R. Eliezer b. Jacob's view: he admits that this is a [real] vow, for he [who makes it] says [in effect], 'I am not a dog, that I should benefit from you without your benefiting from me.'

Come and hear: If one says to his neighbor, 'Konam that you benefit not from me, if you do not give my son a *Kor* of wheat and two

NEDORIM – 2a-45a

barrels of wine,' — R. Meir rules: He is [so] forbidden until he gives; but the Rabbis maintain: He too can annul his vow without a Sage by declaring: 'I regard it as though I have received it.' Thus, it is only because he says, 'I regard it as though I have received it'; but otherwise it is [a valid] vow. Whose view is this? If R. Eliezer b. Jacob's, — but it is a vow of incitement. Hence it must be the Rabbis'; thus proving that they disagree with him! — [No.] Verily, it may be R. Eliezer b. Jacob's view: he admits that this is a [real] vow, for he [who makes it] says, 'I am not a king to benefit you without your benefiting me.'

Mar Kashisha son of R. Hisda said to R. Ashi, Come and hear: VOWS [BROKEN] UNDER PRESSURE: If one subjected his neighbor to a vow to dine with him,³ and then he or his son fell sick, or a river prevented him [from coming to him]. But otherwise the vow is binding. Whose view is this? If R. Eliezer b. Jacob's, — but it is [a vow of] incitement. Hence it must be the Rabbis', which proves that they disagree with him! — [No.] This may be R. Eliezer b. Jacob's view. Do you think that the inviter imposed the vow upon the invited? On the contrary, the invited imposed the vow upon the inviter. Thus: He said to his neighbor, 'Do you invite me to your banquet?' 'Yes,' replied he. 'Then make a vow to that effect.' So he vowed, and then he [the person invited] or his son fell sick, or was kept back by a river; such are vows [broken] under pressure.

Come and hear: R. Eliezer b. Jacob went even further [in his definition of vows of incitement]: If one says to his neighbor, 'Konam that I do not benefit from you if you will not be my guest and partake of fresh bread and a hot drink with me'; and the latter remonstrated in his turn — such too are vows of incitement.⁴ But the Sages did not admit this. Now, to what does this disagreement refer? Surely,

1. Which is invalid in any case.
2. The text is thus emended by BaH.
3. Saying, 'You are forbidden to benefit from me if you do not eat with me'.

4. [Although the fact that the invitation was so carefully worded, and that the other remonstrated would tend to indicate that the vower was in earnest.]

Nedarim 24b

even to the first [illustration given by R. Eliezer b. Jacob]! This proves that the Rabbis dispute his ruling [in its entirety]. This proves it.¹ What is our final conclusion on the matter?² — Come and hear: For R. Huna said: The *Halachah* is like R. Eliezer b. Jacob.³

MISHNAH. VOWS OF EXAGGERATION: WHEN ONE SAYS, 'KONAM IF I DID NOT SEE ON THIS ROAD AS MANY AS DEPARTED FROM EGYPT, OR 'IF I DID NOT SEE A SERPENT LIKE THE BEAM OF AN OLIVE PRESS.

GEMARA. It was taught: Vows of exaggeration are invalid, but oaths of such a nature are binding. How are such oaths possible? Shall we say that one said, 'I swear [so and so] if I have not seen, etc.' — he said nothing!⁴ — Abaye answered: When one declares, 'I swear that I did see', etc.⁵ Raba objected: If so, why teach it?⁶ Moreover, it is taught parallel to vows!⁷ But, said Raba: When one says, 'May [all] the fruit in the world be forbidden me on oath if I did not see on this road as many as departed from Egypt.' Rabina said to R. Ashi: Perhaps this man saw an ant nest and designated them⁸ 'those who left Egypt's his oath thus being genuine? —

1. So cur. edd. Asheri: No. The disagreement refers only to the latter example. Accordingly, the next question: what is our final conclusion, still refers to the same problem, whether the Rabbis disagree or not.
2. Having proved that they disagree, whose view is law? V. preceding note.
3. Ran: The answerer knew that R. Huna referred to the first too, or assumed that he would be referring to the Mishnah, which was well known by all, rather than the Baraitha, which was not so well known. Alternatively, the whole point of the question whether the Rabbis disagree is to know the correct *Halachah*, for since they are in the majority it may not be as R. Eliezer b. Jacob. Now, however, that R. Huna gave his ruling that the *Halachah* is as R.

NEDORIM – 2a-45a

Eliezer b. Jacob in the whole matter, it makes no difference whether the Rabbis disagree with him or not.

4. He did not complete his sentence.
5. It is then not regarded as an intentionally false oath, meriting punishment, but as an oath of exaggeration.
6. It is obvious.
7. Just as vows seek to impose an interdict, so do these oaths too.
8. On account of their large number.

Nedarim 25a

He replied. One who swears, swears in our sense, and we do not think of an ant nest. Now, does one never swear in his own sense? But it was taught: When an oath is administered, he [the man swearing] is admonished: 'Know that we do not adjure you according to your own mind, but according to our mind¹ and the mind of the Court.' Now, what does this exclude? Surely the case of one who gave [his creditor] checkers [tokens in game] and [mentally] dubbed them coins; and since he is admonished, 'according to our intention,' it follows that [otherwise] one may swear in his own sense? — No. It excludes such an incident as Raba's cane. A man with a monetary claim upon his neighbor once came before Raba, demanding of the debtor, 'Come and pay me.' 'I have repaid you,' pleaded he. 'If so,' said Raba to him, 'go and swear to him that you have repaid.' Thereupon he went and brought a [hollow] cane, placed the money therein, and came before the Court, walking and leaning on it. [Before swearing] he said to the plaintiff: 'Hold the cane in your hand'. He then took a scroll of the Law and swore that he had repaid him all that he [the creditor] held in his hand.² The creditor thereupon broke the cane in his rage and the money poured out on the ground; it was thus seen that he had [literally] sworn to the truth.³

But even so, does one never swear in his own sense? But it was taught: Thus we find that when Moses adjured the children of Israel in the plains of Moab, he said unto them, 'Know that I do not adjure you in your sense, but in mine, and in that of the Omnipresent', as it is written, Neither with you only, etc.⁴ Now what

did Moses say to Israel? Surely this: Lest you transgress my words⁵ and then say. 'We swore in our own sense'; therefore he exhorted them: [swear] in my sense. What does this exclude: surely the naming of idols 'god'? This proves that one does sometimes swear in his own sense. — No. Idols too are called 'god', as it is written, And against all the gods of Egypt I will execute judgment.⁶ Then let him adjure then, to fulfil the commands? — That might imply the commands of the King. Then let him adjure then, to fulfil all the commands? — That might imply [the precept of] fringes,⁷ for a Master said, The precept of fringes is equal to all the [other] precepts of the Torah.⁸ But why did not Moses simply adjure the Israelites to fulfil the Torah?⁹ — Because that would imply one Torah only.¹⁰ Then why not adjure then, to fulfil the Torah?¹¹ — That might mean the Torah of the meal-offering, the Torah of the sin-offering, the Torah of the trespass-offering.¹² Then why not impose an oath to fulfil the whole Torah? — The whole Torah might mean merely to refrain from idolatry, as it was taught: Idolatry is so grave a sin that the rejection thereof is as the fulfilment of the whole Torah. Then why not impose an oath to observe the prohibition against idolatry and the whole Torah; or to fulfil the six hundred thirteen precepts? — Moses used a general expression without troubling [to enumerate details].¹³

OR IF I DID NOT SEE A SERPENT LIKE THE BEAMS OF AN OLIVE-PRESS. Is this impossible? Was there not a serpent in the days of King Shapur¹⁴ before which thirteen stables of straw were laced, and it swallowed then, all?¹⁵ — Samuel answered: He meant 'as smooth as a bean, etc.' But are not all serpents smooth? — We speak [of one who declared that] its back was smooth [not on]y the neck].¹⁶ Then let him [the Tanna] state 'smooth'? — He thereby informs us in passing that the beams of the olive-press must be smooth. How does this affect the law? — In respect of buying and selling: to tell you that if one sells the beams of an olive-press. the sale is valid only if they are smooth, but not otherwise.¹⁷

NEDORIM – 2a-45a

1. [In Shebu. 29b. the reading is 'the mind of the Omnipresent'.]
2. In his (the debtor's) possession i.e., all that he claimed of him.
3. Hence the exhortation is needed to exclude such oaths, as the defendant may really believe that he is swearing truly. But no person regards his oath as true when he mentally attaches a particular meaning to his words.
4. Deut. XXIX, 13; i.e., not merely according to your thoughts.
5. [So BaH. cur. edd. 'lest you do something'.]
6. Ex. XII, 12.
7. Num. XV, 38.
8. Because it is written, and it shall be unto you for a fringe, that ye may look upon it, and remember all the commandments of the Lord. Ibid. 39.
9. Instead of imposing an oath against idol worship, which, as shewn, is ambiguous.
10. The written Law, but not the Oral law. The former is the Bible, more especially the Pentateuch, while the latter is the whole body of tradition and Rabbinical development thereof. It is generally assumed that the Oral Law was the matter in dispute between the Pharisees, who accepted it, and the Sadducees, who rejected it. Weiss, Dor, I, 116 seq.; Halevy, Doroth, I, 3, 360 seq. denies this in toto, and maintains that the Sadducees were purely a political party that rejected religious teaching altogether, and only later, through force of circumstances, attempted some interpretation of Scripture.
11. Pl. of Torah.
12. Each of which is referred to a 'torah': Lev. VI, 7, 18; VII, 1.
13. The text of the whole passage is in some disorder, the translation is of the text as emended by BaH; for further notes v. Shebu. (Sonc. ed.) pp. 159ff.
14. Shapur I, a contemporary of Samuel and King of Persia.
15. This question assumes that the comparison is in point of size. — Aruch reads: thirteen hides full of straw'. Rashi in Shebu. 29b explains that it was a man-eating serpent. hot coals were concealed in the straw, and these killed it. [This is reminiscent of the Apocryphal story of Daniel and the Dragon]
16. The backs of serpents are not smooth but somewhat scaly, caused by hard folds of skin, v. Lewysohn, Zoologie, p. 234.
17. A number of other interpretations have been given to the whole passage. Rashi translates: spotted like a beam. Ran: incised like a beam; and an alternative, based on the Jerusalemite: square like a beam, instead of circular. Asheri inclines to the last interpretation.

Nedarim 25b

MISHNAH. VOWS IN ERROR: [IF ONE SAYS, 'KONAM,] IF I ATE OR DRANK, AND THEN REMEMBERED THAT HE HAD; OR, 'IF I EAT OR DRINK,' AND THEN FORGOT [HIS VOW] AND ATE OR DRANK; [OR] 'KONAM BE ANY BENEFIT WHICH MY WIFE HAS OF ME, BECAUSE SHE STOLE MY PURSE OR BEAT MY CHILD, AND IT WAS SUBSEQUENTLY LEARNT THAT SHE HAD NOT BEATEN HIM NOR STOLEN; ALL THESE ARE VOWS IN ERROR. IF A MAN SAW PEOPLE EATING [HIS] FIGS AND SAID TO THEM, LET THE FIGS BE A KORBAN TO YOU,' AND THEN DISCOVERED THEM TO BE HIS FATHER OR HIS BROTHERS,¹ WHILE OTHERS WERE WITH THEM TOO — BETH SHAMMAI MAINTAIN: HIS FATHER AND BROTHERS ARE PERMITTED, BUT THE REST ARE FORBIDDEN. BETH HILLEL RULE: ALL ARE PERMITTED.

GEMARA. It was taught: Just as vows in error are permitted, so are oaths in error.² What are oaths in error? — E.g., those of R. Kahana and R. Assi. One said, I swear that Rab taught this, whilst the other asserted, I swear that he taught this: thus each swore truthfully according to his belief.

IF A MAN SAW PEOPLE EATING [HIS] FIGS. We learnt elsewhere: The Sabbaths and festivals are suggested as an opening [for regret].³ Before then the ruling was that for those day's the vow is canceled, but for others it is binding; until R. Akiba taught: A vow which is partially annulled is entirely annulled.

Rabbah said: All agree that if he said, 'Had I known that my father was among you I would have declared, "You are all forbidden except my father";' all are forbidden but his father is permitted. They differ only if he asserted, 'Had I known that my father was among you. I would have said, "So-and-so are forbidden and my father is permitted".'⁴

1. Whom he would not have prohibited.
2. V. Shebu. 28b.

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3. E.g., if one made a self-denying vow, the Rabbi may ask him, 'Had you known that this is forbidden on Sabbaths and Festivals, would you have vowed?' Should he answer 'No', he is absolved.
4. In the former instance, the second declaration, apart from excluding his father, does not alter the vow at all, since just as he first vowed 'you are all forbidden', so now too. Therefore it is not regarded as even partially annulled. But in the second case, the actual form of the vow is changed from the inclusive 'you are all forbidden' to the detailed enumeration 'So-and-so are forbidden', even if the enumeration covered all. Because of these two factors, viz., the exclusion of his father and the change in form in respect to the rest, it is regarded as partially annulled. Thus the view of Beth Hillel is in accordance with R. Akiba's dictum, whilst Beth Shammai's decision agrees with the earlier ruling. In many cases we find Beth Shammai adhering to the older view; cf. Weiss, Dor, I, 183.

Nedarim 26a

But Raba maintained: All agree that if he declared, 'Had I known that my father was among you I would have said, "So-and-so are forbidden but my father is permitted"', all are permitted.¹ They are in dispute only if he declared, 'Had I known that my father was among you, I would have said, "You are all forbidden except my father".' Beth Shammai agree with R. Meir, who maintains, one's first words are to be reckoned with, and Beth Hillel agree with R. Jose who said, one's last words count.²

R. Papa objected to Raba: In what instance did R. Akiba rule that a vow which is partially annulled is entirely annulled? E.g., [If one said.] 'Konam, that I do not benefit from any of you,' if one was [subsequently] permitted [to afford him benefit], they are all permitted. [But if he said,] 'Konam that I do not benefit from A, B, C', etc.: if the first was [subsequently] permitted, all are permitted; but if the last-named was permitted, he alone is permitted, but the rest are forbidden. As for Rabbah, it is well, [for] he can apply the first clause³ to one who [in the first instance] enumerated A, B, C, etc.,⁴ while the second clause⁵ refers to one who [in the first instance]

declared, 'to any of you.'⁶ But as for yourself: granted that you can apply the first clause to one who [in his second statement] declared, 'to any of you.'⁷

1. Even Beth Shammai regard such as a partially annulled vow, and accept R. Akiba's dictum.
2. The dispute refers to his second declaration, which is divided into 'first words' and 'last words'. The first words are, 'you are all forbidden'; since these are identical with his earlier declaration, Beth Shammai maintain that his vow has not even been partially annulled. His last words are 'except my father', since these definitely limit the scope of the earlier declaration, Beth Hillel maintain that the vow has thereby been partially, and consequently entirely, annulled.
3. Viz., 'Konam that I do not benefit from all of you'.
4. Subsequently altering it to the form given in the Mishnah.
5. 'Konam that I do not benefit from A, B, C', etc.
6. Hence the actual forms given refer to the second declaration. Now, Rabbah maintains that the dispute of Beth Hillel and Beth Shammai, as that of R. Akiba and his predecessors, refers to a case where the second declaration, besides excluding a particular person, differs in form from the first. Hence in the two instances dealt with here it is the view only of R. Akiba (and Beth Hillel) that that absolution extends to all; but his predecessors hold that even in these instances absolution is limited to the person definitely excluded. This explanation does not allow for the distinction drawn in the two subdivisions of the second clause, and Raba draws attention to it in his reply. — A number of varying interpretations have been given in this passage. The one adopted here is that of Tosaf.
7. Hence, as explained by Raba above, this ruling is disputed by R. Akiba's predecessors; therefore it is given as an illustration of R. Akiba's view on), implying that his predecessors disagree.

Nedarim 26b

But as for the second clause, where one enumerated, A, B, C — is this R. Akiba's view [only]: why do the Rabbis disagree therewith? But you say that all agree that the vow is entirely annulled? — Raba answered: Even according to Rabbah, is R. Akiba's ruling satisfactory? How have you explained it: that he said, 'any of you': who then is the 'first',

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and who is the 'last'? But [explain it thus]: The first clause means that he said, 'any of you'; but the second refers e.g., to one who made each dependent on the preceding, vowing, B be as A, C be as B, etc.¹ This may be proved too, for it is taught: if the middle person was permitted, those mentioned after him are [also] permitted, but not those named before.

R. Adda b. Ahaba objected to Raba: 'Konam, if I taste onions, because they are injurious to the heart': then one said to him, But the wild onion² is good for the heart — he is permitted to partake of wild onions, and not only of these, but of all onions. Such a case happened before R. Meir, who gave absolution in respect of all onions. Does it not mean that he declared, 'Had I known that wild onions are good for the heart, I would have vowed: "all onions be forbidden me, but wild onions be permitted"'?³ — No. This refers to one who declared, 'Had I known that wild onions are good for the heart, I would have vowed, "Such and such onions be forbidden me, but wild onions be permitted"'; and therefore R. Meir's ruling agrees with both R. Akiba and the Rabbis.

Rabina objected to Raba: R. Nathan said: A vow may be partly permitted and partly binding. E.g., if one vowed not to eat a basket [of figs],

1. Therefore if by his second statement A is excluded, the rest are likewise excluded. But if the last-named is excluded, the vow remains in full force with respect to those mentioned earlier.
2. Rashi: the name of a place — probably Cyprus.
3. This contradicts Raba's view that Beth Shammai's ruling, confining absolution only to that explicitly excluded, is in agreement with R. Meir. Here we see that R. Meir himself granted complete absolution.

Nedarim 27a

among which were Shuah¹ figs, and then declared, 'Had I known that shuali figs were among them, I would not have vowed' — the basket of figs is forbidden, but the shuah figs are permitted. Then R. Akiba came and

taught: A vow which is partially annulled is entirely annulled. Does it not mean that he declared, 'Had I known that shuah figs were among them, I would have vowed: "The black figs and white figs be forbidden, but the shuah figs be permitted"'? Yet it is R. Akiba's view only, but the Rabbis dispute it.² — No. This refers to one who declared, 'Had I known that shuah figs were among them, I would have vowed, "Let the whole basket [of figs] be forbidden, but the Shuah figs permitted."'

Which Tanna is the authority for the following dictum of the Rabbis? If one vowed simultaneously not to benefit from five men, if he is absolved in respect of one of them, he is absolved in respect of all; but [if he stated,] 'Except one of them,' that one is permitted, but the others are forbidden [to him]. According to Rabbah, the first clause agrees with R. Akiba [only], and the second clause with all.³ According to Raba, the second clause agrees with the Rabbis [only], and the first clause with all.

MISHNAH. VOWS [BROKEN] UNDER PRESSURE: IF ONE SUBJECTED HIS NEIGHBOR TO A VOW, TO DINE WITH HIM,⁴ AND THEN HE OR HIS SON FELL SICK, OR A RIVER PREVENTED HIM [FROM COMING TO HIM] — SUCH IS A VOW [BROKEN] UNDER PRESSURE.

GEMARA. A man once deposited his rights⁵ at *Beth Din*, and declared: 'If I do not appear within thirty days, these rights shall be void.' Subsequently he was unavoidably prevented from appearing. Thereupon R. Huna ruled: His rights are void. But Rabbah said to him, He was unavoidably prevented, and the Divine Law exempts such, for it is written, But unto the damsel shalt thou do nothing.⁶ And should you answer, the death penalty is different,⁷ but we learnt: **VOWS [BROKEN] UNDER PRESSURE; IF ONE SUBJECTED HIS NEIGHBOR TO A VOW TO DINE WITH HIM, AND THEN HE OR HIS SON FELL SICK, OR A RIVER PREVENTED HIM [FROM COMING TO HIM] — SUCH IS A VOW [BROKEN] UNDER PRESSURE!⁸**

NEDORIM – 2a-45a

Now, according to Rabbah, wherein does this differ from what We learnt: [If one said to his wife,] 'Behold! this is thy divorce, [to be effective] from now, if I do not come back within twelve months', and he died within the twelve months, the divorce is valid?² Yet why so? was he not forcibly prevented! — I will tell you. There it may be different,

1. A species of white figs.
2. This contradicts Raba's view that in such a case there is no dispute.
3. In the first clause it is assumed that his partially revoking statement was, 'Had I known that X was in the group, I would have said, "A, B, C, etc. be forbidden, but X be permitted".' This assumption is based on the contrast with the second clause, where one was excluded, from which it is assumed that his revoking statement was, 'Had I known ... I would have declared, "All of you be forbidden, etc."'
4. Saying, 'You are forbidden to benefit from me if you do not eat with me'.
5. A document embodying his rights (Tosaf.).
6. Deut. XXII, 26. This refers to a betrothed maiden who was violated against her will; but if she was a consenting party, she was punished with death.
7. Because of its gravity.
8. Proving that such exemption holds good in all cases.
9. And if she is childless she is free from Levirate marriage or the ceremony of loosening the 'shoe' (v. Deut XXV, 5. seq.), because she is not the deceased's widow.

Nedarim 27b

because had he known that he would die, he would have decided and given the divorce so as to take effect immediately.¹ And how does it differ from the case of the man who declared, 'If I do not come within thirty days from now, let it be a divorce. 'He came [on the last day], but was cut off through [the lack of] a ferry. [Yet though] he cried out, 'See! I have come; see! I have come!' Samuel ruled, That is not called coming.² But why: surely he was unavoidably prevented? — Perhaps an accident that can be foreseen is different, and [the lack of] a ferry could be foreseen.³

Now according to R. Huna, let us see; It is an *asmakta*,⁴ and an *asmakta* gives no title?⁵ — Here it is different, because he had deposited

his rights.⁶ And where they are deposited, is it not an *asmakta*? But we learnt: If one repaid a portion of his debt, and then placed the bond in the hands of a third party, and declared, 'If I do not repay [the balance] within thirty days, return the bill to the creditor,'⁷ and the time came and he did not repay, R. Jose maintained: He [the third party] must surrender the bond to the [creditor]; R. Judah maintained: He must not surrender it. And R. Nahman said in the name of Rabbah b. Abbahu in Rab's name: The *Halachah* is not as R. Jose, who ruled that an *asmakta* gives a legal claim.⁸ — Here it is different, because he had declared, 'These rights shall be void.'⁹ Now the law is: an *asmakta* does give a legal claim, providing that no unavoidable accident supervened and that a formal acquisition was made¹⁰ at an authoritative *Beth Din*.¹¹

MISHNAH. ONE MAY VOW TO MURDERERS,¹² ROBBERS,¹³ AND PUBLICANS THAT IT [THE PRODUCE WHICH THEY DEMAND] IS TERUMAH, EVEN IF IT IS NOT,¹⁴ OR THAT IT BELONGS TO THE ROYAL HOUSE, EVEN IF IT DOES NOT. BETH SHAMMAI MAINTAIN: ONE MAY MAKE ANY FORM OF VOW,

1. So that the result would be the same.
2. Because he had stipulated to come at a particular time.
3. But the Mishnah refers to a river abnormally swollen by the rains and inciting snow.
4. V. [Glos.](#)
5. I.e., gives the claimant no rights, because it is presumed that such a promise was not meant seriously, but made only in order to give the transaction the character of good faith and solemnity.
6. Not merely promised them.
7. Who will thus be able to demand the full sum.
8. V. B.B. (Sonc. ed.) p. 734.
9. This is a stronger declaration than e.g., 'I will not claim my rights'; hence it is valid.
10. The conceding party formally ceded his rights. This was symbolically effected by one giving an article, e.g., a scarf, to the other.
11. Rash and Maim.: an ordained *Beth Din*; Ran: a *Beth Din* with the power to enforce its decisions.
12. I.e., robbers who kill if their demands are not granted.
13. Rashi, Ran, Rosh and Tosaf. all interpret this as private robbers. Jast.: official oppressors. These are less desperate than murderers, and do not kill if their demands are refused.

NEDORIM – 2a-45a

14. This vow is to save it from their hands, as *Terumah* is forbidden to a zar, q.v. [Glos.](#) — It is remarkable that even murderers and robbers are assumed to respect the prohibition of *Terumah!*

Nedarim 28a

EXCEPTING THAT SUSTAINED BY AN OATH;¹ BUT BETH HILLEL MAINTAIN: EVEN SUCH ARE PERMISSIBLE.² BETH SHAMMAI RULE: HE MUST NOT VOLUNTEER TO VOW;³ BETH HILLEL RULE: HE MAY DO SO. BETH SHAMMAI SAY: [HE MAY VOW] ONLY AS FAR AS HE [THE MURDERER, etc.] MAKES HIM VOW; BETH HILLEL SAY: EVEN IN RESPECT OF WHAT HE DOES NOT MAKE HIM VOW. E.G., IF HE [THE ROBBER] SAID TO HIM, SAY: KONAM BE ANY BENEFIT MY WIFE HAS OF ME'; AND HE DECLARED, 'KONAM BE ANY BENEFIT MY WIFE AND CHILDREN HAVE OF ME,' — BETH SHAMMAI RULE: HIS WIFE IS PERMITTED, BUT HIS CHILDREN ARE FORBIDDEN; BETH HILLEL RULE: BOTH ARE PERMITTED.

GEMARA. But Samuel said, The law of the country is law?⁴ — R. Hinena said in the name of R. Kahana in the name of Samuel: The Mishnah refers to a publican who is not limited to a legal due.⁵ The School of R. Jannai answered: This refers to an unauthorised collector.

OR THAT IT BELONGS TO THE ROYAL HOUSE, EVEN IF IT DOES NOT. How does he vow? — R. Amram said in Rab's name: By saying, 'May all the fruits of the world be forbidden me, if this does not belong to the royal house.' But if he said, 'may they be forbidden,' all the fruits of the world are forbidden to him.⁶ — He adds, to-day. But if so, the publican will not accept it! — He mentally stipulates 'to-day,' but makes no explicit reservation; and though we [normally] rule that an unexpressed stipulation is invalid,⁷ it is different when made under duress.

BETH SHAMMAI MAINTAIN: ONE MAY MAKE ANY FORM OF VOW ... BUT BETH

HILLEL RULE THAT EVEN SUCH ARE PERMISSIBLE. BETH SHAMMAI RULE: THE OWNER MUST NOT VOLUNTEER TO VOW; BETH HILLEL RULE: HE MAY DO SO. BETH SHAMMAI SAY: HE MAY VOW ONLY AS FAR AS HE [THE MURDERER] MAKES HIM VOW; BETH HILLEL SAY: EVEN IN RESPECT OF WHAT HE DOES NOT MAKE HIM VOW. E.G., IF HE [THE ROBBER] SAID TO HIM, SAY: KONAM BE ANY BENEFIT MY WIFE HAS OF ME'; AND THE OWNER DECLARED, 'KONAM BE ANY BENEFIT MY WIFE AND CHILDREN HAVE OF ME — BETH SHAMMAI RULE: HIS WIFE IS PERMITTED, BUT HIS CHILDREN ARE FORBIDDEN; BETH HILLEL RULE: BOTH ARE PERMITTED.

R. Huna said: A Tanna taught: Beth Shammai maintain: He must not volunteer with an oath; Beth Hillel say: He may volunteer even with an oath. Now, in the view of Beth Shammai, only with an oath may he not volunteer, but he may volunteer a vow. But we learnt: BETH SHAMMAI RULE: THE OWNER MUST NOT VOLUNTEER TO VOW. Moreover, he may merely not volunteer an oath, but he may vow with an oath [if requested]; but we learnt, BETH SHAMMAI MAINTAIN: ONE MAY MAKE ANY FORM OF VOW, EXCEPTING THAT SUSTAINED BY AN OATH? — The Mishnah deals with a vow, to shew how far-reaching is Beth Shammai's ruling;⁸ whilst the Baraitha treats of an oath, to shew the full extent of Beth Hillel's view.⁹

R. Ashi answered, This is what is taught: Beth Shammai say, There is no absolution for an oath; and Beth Hillel say, There is absolution for an oath.¹⁰

MISHNAH. [IF ONE SAYS,] 'LET THESE SAPLINGS BE KORBAN [I.E., CONSECRATED] IF THEY ARE NOT CUT DOWN'; OR, LET THIS GARMENT BE KORBAN IF IT IS NOT BURNT: THEY CAN BE REDEEMED.¹¹ [IF HE SAYS,] 'LET THESE SAPLINGS BE KORBAN UNTIL THEY ARE CUT DOWN; OR, LET THIS GARMENT BE KORBAN UNTIL IT IS BURNT',

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1. I.e. one may not vow, 'may this corn be forbidden me by an oath if', etc.
2. Weiss, Dor I, p. 185, conjectures that this controversy arose out of Herod's demand that all the members of the nation should swear loyalty to him (Joseph. Ant. 15, ¶ 10).
3. If the murderer does not demand a vow as an assurance, he must not offer to vow of his own accord.
4. Therefore the publican has a legal claim: why then is the owner permitted to evade payment by a false vow?
5. Under the Roman Procurators there was a tremendous amount of illegal extortion, particularly of octroi tolls, v. Sanh. (Sonc. ed.) p. 148.
6. For if the vow contains no sort of evasion, it is binding whatever its purpose.
7. Lit., 'words that are in the heart are no words'.
8. I.e., one may not volunteer even a vow, which is not as grave as an oath.
9. That one may volunteer even an oath, in spite of its greater gravity.
10. According to this, the Baraita does not treat of vows under pressure at all. The Heb. lo yiftah (rendered 'he may not volunteer') will mean: He (the rabbi) must not give an opening for regret, i.e., must not grant absolution.
11. They are duly consecrated, and must be redeemed before they are permitted for secular use.

Nedarim 28b

THEY CANNOT BE REDEEMED.¹

GEMARA. Let [the Mishnah] teach 'they are consecrated!'² — Because the second clause must state 'THEY CANNOT BE REDEEMED,'³ the first clause also states, 'THEY CAN BE REDEEMED.'

How was the vow made?⁴ — Amemar answered: By saying, '... if they are not cut down to-day'; and the day passed without their being cut down. If so, why teach it: is it not obvious? — The need for teaching it arises e.g., when a strong wind is blowing.⁵ But the same is taught with respect to a garment: and does a garment stand to be burnt? — Even so; e.g., when a fire has broken out. So here too [in respect of plants], a strong wind is blowing; and I might think that he thought that they would not be saved, and therefore vowed.⁶

Hence the Mishnah informs us [that the vow is binding].

LET THESE SAPLINGS BE KORBAN, etc. [Can they] never [be redeemed]?⁷ — Said Bar Pada: If he redeems them, they revert to their sanctity; if he redeems them again, they again revert to their sanctity, until they are cut down.⁸ When cut down, he redeems them once,⁹ and that suffices. 'Ulla said: Having been cut down, they require no further redemption.¹⁰

1. Because a definite limit having been set, even if they are redeemed, they revert to their consecrated state.
2. Instead of the unusual 'they can be redeemed'. This is the reading of Ran, Asheri, and one view of Tosaf. Rashi's reading, which is that of cur. edd. is, 'let the Mishnah teach "they are consecrated" (in one respect) "and unconsecrated" (in another)'; the meaning of which is, they are consecrated in accordance with his vow', but not so strongly that they cannot be redeemed. This aspect of non-consecration is merely by contrast with the case of the second clause, where, even if redeemed, they revert to their consecrated state. [Tosaf. in name of R. Isaac of Dampierre (Ri.) gives a more satisfactory interpretation to this reading: 'They are consecrated' as long as they are not cut down, and 'unconsecrated' when they are cut down.]
3. It would be insufficient merely to state that they are consecrated, as the emphasis lies on the fact that redemption cannot release them.
4. Since ultimately they have to be cut down, how' and when can they become consecrated?
5. In which case it might be assumed that he never for a moment thought it possible for the saplings to be spared and did not consecrate them with a perfect heart.
6. But not really meaning it, and so the vow is invalid.
7. Surely that is impossible, since the vow set a limit to their period of sanctity!
8. V. p. 82, n. 3.
9. V. *infra*.
10. Since by the term of the vow their consecration lasts only until then.

Nedarim 29a

Said R. Hamnuna to him: Whither then has their sanctity departed? What if one said to a woman, 'Be thou my wife to-day, but to-

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morrow thou art no longer my wife': would she be free without a divorce?¹ — Raba replied: Can you compare monetary consecration to bodily consecration?² Monetary sanctity may automatically end; but bodily consecration cannot end thus. Abaye objected to him: Cannot bodily consecration automatically cease? But it was taught: [If one says.] 'Let this ox be a burnt-offering for thirty days, and after that a peace-offering':³ it is a burnt-offering for thirty days, and after that a peace-offering. Now why? it has bodily sanctity, yet it loses it automatically!⁴ — This deals with one who consecrated its value.⁵ If so, consider the second clause: [If he says,] 'Let it be a burnt-offering after thirty days, but a peace-offering from now' [it is so]. Now, if you agree that one clause refers to bodily sanctity, and the other to monetary sanctity,

1. Notwithstanding that he had married her for a limited period. So here too, though he had declared, 'let them be Korban until they are cut down'; yet when they are, they do not automatically lose their sanctity. but must be redeemed.
2. The plants have only a monetary consecration, i.e., they cannot themselves be offered in the Temple, but must be redeemed, and their redemption money is utilized in the Temple service. But a married woman is herself consecrated to her husband.
3. I.e., if sacrificed within thirty days, it must be a burnt-offering; if after, a peace-offering.
4. Its sanctity as a burnt-offering has automatically ceased, though it retains the sanctity of a peace-offering.
5. I.e., the value of this ox be consecrated as a burnt-offering for thirty days. viz., that if redeemed within thirty days, a burnt-offering must be bought for the money; if after, a peace-offering.

Nedarim 29b

hence the Tanna must teach both [clauses], because I would think that monetary consecration can automatically cease, but not so bodily sanctity; hence both are rightly taught. But if you maintain that the two refer to monetary consecration, why teach them both? If a higher sanctity can automatically give way to a lower sanctity, Surely it is superfluous to state that a lower sanctity can

be replaced by a higher one?¹ Shall we say that this is a refutation of Bar Pada, who maintained that sanctity cannot cease automatically? — Said R. Papa, Bar Pada can answer thus: The text is defective,² and this is its meaning: If he did not say, 'let this be a peace — offering from now, it remains a burnt-offering after thirty days.'³ This may be compared to the case of one who says to a woman, 'Be thou betrothed unto me after thirty days'; she becomes betrothed [then], even though the money [of betrothal] has been consumed [in the meanwhile].⁴ But is this not obvious?⁵ — This is necessary only [to teach that] where he supplemented his first declaration [it is still ineffective].⁶ Now that is well on the view that she [the woman] cannot retract;⁷ but on the view that she can retract, what can be said?⁸ — Even according to that view, this case is different, because a verbal promise to God is as actual delivery in secular transactions.⁹

R. Abin and R. Isaac b. Rabbi¹⁰ were sitting before R. Jeremiah, who was dozing. Now they sat and stated: According to Bar Pada, who maintained that they revert to their sanctity,

1. The burnt-offering has a higher sanctity than a peace-offering.
2. This is Rashi's reading, but is absent from the versions of Asheri, Ran, and Tosaf.
3. The text is thus to be reconstructed: If one says, 'Let this ox be a burnt-offering for thirty days, and from now and after thirty days a peace-offering': it is a burnt-offering for the first thirty days, and a peace-offering after that. But if he did not say, 'Let it be a peace-offering from now and after thirty days', but merely, 'let it be a burnt-offering for thirty days; and a peace-offering afterwards'; it remains a burnt-offering after thirty days. In the former case, the sanctity pertaining to the burnt-offering automatically ceases, because that of the peace-offering is potentially concurrent therewith and extends beyond it; but in the latter case, the sanctity cannot automatically cease (Rashi). Ran, Asheri and Tosaf. explain it differently.
4. So here too. When the second sanctity is not imposed concurrently with the first, the latter, on the completion of the thirty days, is similar to the money, which though consumed in the meanwhile, is nevertheless effective in betrothing the woman; so also the first sanctity

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remains though the period has been 'consumed'.

5. Since it is taught that only when the second sanctity runs concurrently with the first does it take effect after thirty days, it is self-evident that if it is not imposed concurrently, the first sanctity remains after the period.
6. I.e., if after declaring. 'this ox be a burnt-offering for thirty days and after that let it be a peaceoffering' (in which case, as we have seen, it remains a burnt-offering), he made a supplementary statement, 'let it be a peace-offering from now and after thirty days', it will still remain a burnt-offering after that period, because this statement from now' must be made at the outset. Now, if only the first clause had been taught. viz., that if he imposed the second sanctity concurrently with
7. During the interval and become betrothed to another man. So here too, unless the second sanctity was at the outset imposed concurrently with the first, the force of the latter remains.
8. So here too by analogy, even if the second sanctity was not imposed concurrently with the first, it should cancel the first after the thirty days.
9. I.e., the declaration, 'this ox be a burnt-offering for thirty days', has more force than a normal promise affecting the interests of man only. but is regarded as though thereby the animal had actually been made into a burnt-offering. and therefore that sanctity, even though imposed for a limited period, remains after it, unless another was imposed concurrently therewith.
10. [Read with MS.M 'b. Joseph'.]

Nedarim 30a

you may solve the problem of R. Hoshai. Viz., what if one gives two Perutahs to a woman, saying to her, 'Be thou betrothed unto me for one of these to-day. and for the other be thou betrothed unto me after I divorce thee'?¹ [Now, from Bar Pada's ruling you may deduce that the second] is indeed [valid] *Kiddushin*.² This the first the former is duly effective, I would think that it is so even if this concurrent sanctity was imposed only in a supplementary statement. Hence the need for the second clause, viz., that if the second sanctity was not (at the very outset) imposed concurrently with the first, it cannot come into effect. roused R. Jeremiah, and he said to them, Why do you compare redemption by the owner to redemption by others? Thus did R. Johanan say: If he himself redeems them, they revert to

their sanctity; but if others redeem them, they do not.³ Now a [divorced] woman may be compared to the case of redemption by others.⁴ It was stated likewise: R. Ammi said in R. Johanan's name: Only if he himself redeems them was this taught [that they revert to their sanctity]; but when others redeem them, they do not revert to their sanctity.

MISHNAH. HE WHO VOWS [NOT TO BENEFIT] FROM SEAFARERS, MAY BENEFIT FROM LAND-DWELLERS; FROM LAND-DWELLERS, HE IS FORBIDDEN [TO BENEFIT] EVEN FROM SEAFARERS, BECAUSE SEAFARERS ARE INCLUDED IN THE TERM LAND-DWELLERS'; NOT THOSE WHO MERELY TRAVEL FROM ACCO TO JAFFA,⁵ BUT THOSE WHO SAIL AWAY GREAT DISTANCES [FROM LAND].

GEMARA. R. Papa and R. Aha son of R. Ika — one referred it [the last statement] to the first clause, and the other to the second. Now, he who referred it to the first clause learnt thus: HE WHO VOWS [NOT TO BENEFIT] FROM SEAFARERS MAY BENEFIT FROM LAND-DWELLERS. Hence, he may not benefit from seafarers; NOT THOSE WHO MERELY

1. Is the second betrothal valid?
2. For, just as the plants after redemption revert to their sanctity in virtue of an earlier declaration, so the woman, after being freed by a divorce, will revert to her betrothed state in virtue of the declaration prior thereto — Ran and Asheri. Rashi: For, when the plants are cut down, they should, according to the terms of the vow, lose their sanctity; yet in virtue of the first declaration they retain it until they are redeemed. So here too: though the divorce sets the woman free, the prior declaration is valid insofar as she becomes betrothed again. This interpretation is rather strained. Moreover, it would appear that the deduction is made from the fact that before being cut down the plants revert to their sanctity after being redeemed, and not because they require redemption even after being cut down. In Rashi's favor, however, it may be observed that this law of consecration after redemption is that of the Mishnah as explained both by Bar Pada and by 'Ulla. So that the particular reference to Bar Pada may indicate that the solution in deduced from the continued sanctity of the saplings after

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they are cut down, which is maintained by Bar Pada only.

3. For since they are redeemed by others, they are no longer under the authority of their first owner, therefore his first declaration is no longer valid.
4. Because once divorced, she is no longer under her husband's authority, just as the plants, when redeemed by others, are not under the authority of their first owner.
5. Acco (also called Acre). A city and seaport of Phoenicia on a promontory at the foot of mount Carmel ('Cf. Josephus. Ant, II, 10, 2). Jaffa. A city of Palestine and a Mediterranean Port, 35 miles northwest of Jerusalem.

Nedarim 30b

TRAVEL FROM ACCO TO JAFFA, as these are land-dwellers, BUT THOSE WHO SAIL AWAY GREAT DISTANCES [FROM LAND]. He who referred it to the second clause learnt thus: [IF ONE VOWS NOT TO BENEFIT] FROM LAND-DWELLERS, HE MAY NOT BENEFIT FROM SEAFARERS; [this applies] NOT ONLY TO THOSE WHO TRAVEL MERELY FROM ACCO TO JAFFA. BUT EVEN TO THOSE WHO TRAVEL GREAT DISTANCES, since they eventually land.

MISHNAH. HE WHO VOWS [NOT TO BENEFIT] FROM THE SEERS OF THE SUN, IS FORBIDDEN FROM THE BLIND TOO, BECAUSE HE MEANT THOSE WHOM THE SUN SEES'.¹

GEMARA. What is the reason? — Since he did not say 'from those who see,' he meant to exclude only fish and embryos.¹

MISHNAH. HE WHO VOWS [NOT TO BENEFIT] FROM THE BLACK-HAIRED MAY NOT [BENEFIT] FROM THE BALD AND THE GREY-HAIRED, BUT MAY [BENEFIT] FROM WOMEN AND CHILDREN, BECAUSE ONLY MEN ARE CALLED BLACKHAISED.

GEMARA. What is the reason? — Since he did not say 'from those who possess hair'.²

BUT MAY [BENEFIT] FROM WOMEN AND CHILDREN, BECAUSE ONLY MEN

ARE CALLED 'BLACK-HAIRED'. What is the reason? — Men sometimes cover their heads and sometimes not; but women's hair is always covered, and children are always bareheaded.³

MISHNAH. ONE WHO VOWS [NOT TO BENEFIT] FROM YILLODIM [THOSE BORN] MAY [BENEFIT] FROM NOLADIM THOSE TO BE BORN]; FROM NOLADIM, HE MAY NOT [BENEFIT] FROM YILLODIM. R. MEIR PERMITTED [HIM TO BENEFIT] EVEN FROM YILLODIM; BUT THE SAGES SAY: HE MEANT ALL WHOSE NATURE IT IS TO BE BORN.⁴

GEMARA. Now, according to R. Meir, noladim go without saying;⁵ who then is forbidden to him? — The text is defective, and thus to be reconstructed: ONE WHO VOWS [NOT TO BENEFIT] FROM YILLODIM MAY [BENEFIT] FROM NOLADIM; FROM NOLADIM, YILLODIM ARE FORBIDDEN TO HIM. R. MEIR SAID: ALSO HE WHO VOWS NOT TO BENEFIT] FROM NOLADIM MAY [BENEFIT] FROM YILLODIM, JUST AS HE WHO VOWS NOT TO BENEFIT FROM YILLODIM MAY [BENEFIT] FROM NOLADIM.⁶

R. Papa said to Abaye: Are we to conclude that noladim implies those about to be born? If so, does the verse, thy two sons, which noladim unto thee in the land of Egypt,⁷ — mean 'who are to be born'?⁸ — What then will you say: that it implies who were born? If so, what of the verse, behold a child nolad unto the house of David Josiah by name:⁹ will you say that he was [already born]? but even Menasseh [Josiah's grandfather] was not yet born!¹⁰ But nolad implies both,¹¹ and in vows, we follow general usage.¹² BUT THE SAGES SAY: HE MEANT ALL WHOSE NATURE IT IS TO BE BORN. Excluding what? — It excludes fish and fowl.¹³

1. [I.e. he might have intended the phrase 'those who see the sun' as an euphemism for 'those whom the sun sees', i.e., the blind (cf. Bek. VIII, 3, [H], 'looking to the sun' used euphemistically for 'squinting'). But since with vows we adopt the more rigorous interpretation, he is forbidden to benefit from those who see as well

NEDORIM – 2a-45a

as from the blind (cf. Rabinowitz, M. Graber *Otzar ha-Safruth II*, 137ff.)]

2. Therefore bald and grey-haired people are included, since they were once black-haired.
3. Hence women would be referred to as 'those of covered hair', and children as 'the bare-headed'. — Ran. In Mishnaic times it was the universal practise for women's hair to be covered, and its violation was deemed sufficient ground for divorce without payment of the *Kethubah* (Keth. 72a Mishnah.) From the present passage it appears that no distinction was drawn between married and unmarried women, but later on custom became more lenient with respect to unmarried women (Shulhan 'Aruk', O.H. 75, 2; cf. Sanh. (Sonc. ed.) p. 398. n. 1, referring to Gentiles). As for men, it was considered a sign of reverence and piety to cover the head (Kid. 31a, Shab. 118b); nevertheless only in the case of great scholars was it held to be indispensable (cf. Kid. 8a).
4. I.e., not hatched, and therefore including both those already born and those to be born.
5. That they are permitted. since the Mishnah states, R. MEIR PERMITTED (HIM TO BENEFIT) EVEN FROM YILLODIM.
6. I.e. in each case his words are taken literally.
7. Gen. XLVIII. 5.
8. The reference being to Ephraim and Manasseh, who were already born.
9. I Kings XIII, 2.
10. This verse was spoken in the reign of Jeroboam I.
11. Biblically. Sc. 'born' and 'to be born'.
12. Lit., 'the language of the sons of men', which applies nolad to those who are yet to be born.
13. Which are spawned and hatched respectively.

Nedarim 31a

MISHNAH. HE WHO VOWS [NOT TO BENEFIT] FROM THOSE WHO REST ON THE SABBATH, IS FORBIDDEN [TO BENEFIT] BOTH FROM ISRAELITES AND CUTHEANS.¹ IF HE VOWS [NOT TO BENEFIT] FROM GARLIC EATERS, HE MAY NOT BENEFIT FROM ISRAELITES AND CUTHEANS;² FROM THOSE WHO GO UP³ TO JERUSALEM, HE IS FORBIDDEN [TO BENEFIT] FROM ISRAELITES BUT FROM CUTHEANS HE IS PERMITTED.⁴

GEMARA. What is meant by 'THOSE WHO REST ON THE SABBATH'? Shall we say, 'those who observe the Sabbath,' why particularly Cutheans: even heathens [if they observe the Sabbath] too? Hence It must mean

'those who are commanded to observe the Sabbath.' If so, consider the last clause: FROM THOSE WHO GO UP TO JERUSALEM, HE IS FORBIDDEN [TO BENEFIT] FROM ISRAELITES BUT FROM CUTHEANS HE IS PERMITTED. But why so: are they not commanded too?⁵ — Sand Abaye: In both clauses the reference is to those who are commanded and fulfil [their obligations]. Hence, in the first clause, both Israelites and Cutheans are commanded and observe [the Sabbath]; but those heathens who rest on the Sabbath do so without being obliged to. As for making pilgrimages to Jerusalem, Jews are commanded and observe it; but Cutheans, though commanded, do not.

MISHNAH. [IF ONE SAYS,] 'KONAM THAT I DO NOT BENEFIT FROM THE CHILDREN OF NOAH,' HE MAY BENEFIT FROM ISRAELITES, BUT NOT FROM HEATHENS.

GEMARA. But are then Israelites excluded from the children of Noah? — Since Abraham was sanctified, they are called by his name.⁶

MISHNAH. [IF ONE SAYS, 'KONAM] THAT I DO NOT BENEFIT FROM THE SEED OF ABRAHAM,' HE IS FORBIDDEN [TO BENEFIT] FROM ISRAELITES, BUT PERMITTED [TO BENEFIT] FROM HEATHENS.

GEMARA. But there is Ishmael?⁷ — It is written, for in Isaac shall thy seed be called.⁸ But there is Esau? — 'In Isaac',⁹ but not all [the descendants of] Isaac.

MISHNAH. [IF ONE SAYS, 'KONAM] THAT I DO NOT BENEFIT FROM ISRAELITES', HE MUST BUY THINGS FROM THEM FOR MORE [THAN THEIR WORTH] AND SELL THEM FOR LESS.¹⁰ [IF HE SAYS, 'KONAM] IF ISRAELITES BENEFIT FROM ME, HE MUST BUY FROM THEM FOR LESS AND SELL FOR MORE [THAN THEIR WORTH], BUT NONE NEED CONSENT TO THIS.¹¹ THAT I MAY NOT BENEFIT FROM THEM, NOR THEY FROM ME, HE MAY BENEFIT ONLY FROM HEATHENS.¹²

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GEMARA. Samuel said: If one takes an article from an artisan¹³ on approval, and whilst in his possession it is accidentally damaged, he is liable for it. Hence we see that in his view the benefit is on the side of the buyer.¹⁴ We learnt: [IF ONE SAYS, 'KONAM] THAT I DO NOT BENEFIT FROM ISRAELITES,' HE MUST ... SELL THEM FOR LESS. Hence he may not sell at its actual worth: but if the purchaser benefits [not the vendor], why not sell at its actual worth? — The Mishnah refers to an unsaleable article.¹⁵ If so, consider the first statement: HE MUST BUY FOR MORE THAN THEIR WORTH.¹⁶ Moreover, consider the second clause: [IF HE SAYS, 'KONAM] IF ISRAELITES BENEFIT FROM ME,' HE MUST BUY FROM THEM FOR LESS AND SELL FOR MORE THAN THEIR WORTH. But if this refers to unsaleable merchandise, even [to sell] at its actual worth [should be permitted]?¹⁷ — The second clause refers to 'keen' merchandise.¹⁸ If so, why must he purchase at a lesser [price]; he may even pay the full value?¹⁹ —

1. Lit., 'men of Cuth or Cuthah'; this was one of the five cities from which Sargon, King of Assyria, brought settlers for the depopulated Northern Palestine, after it had been conquered and its inhabitants deported (II Kings XVII, 24, 30). During the period of its depopulation the land had become overrun by lions, who now attacked the settlers; they took this as a sign of the wrath of the local deity, and so, after instruction, they became Jews, though continuing some of their heathen practices. The religious status of the Cutheans (also called Samaritans) was of rather a vacillating nature. The Cutheans observed the Sabbath.
2. It was customary for these to eat garlic on Friday evenings. B.K. 82a.
3. For the three Festivals v. Deut. XVI, 16.
4. The Cutheans built a temple upon mount Gerizim, and though this was destroyed by John Hyrcanus, they continued to reverence the site and make pilgrimages thereto, instead of to Jerusalem.
5. Since they regarded themselves as true Jews and had formally become converts.
6. I.e., they are referred to as descendants of Abraham, not of Noah.
7. Hence his descendants, who are heathens, should be included in the vow.
8. Gen. XXI, 12.
9. I.e., only a portion of his descendants.

10. Because if he trades on ordinary terms, he is benefiting from them.
11. I.e., since others are not likely to trade on such terms, in practice he may not trade with them at all.
12. The point is this. One might think that since it is almost impossible for such a vow to be kept, it is by its very nature invalid; hence it is taught that its observance is not impossible, as he can fall back upon heathens.
13. Ran reads: from a tradesman.
14. Trustees are divided into various categories, according to their degrees of responsibility, depending upon the benefit they derive from their trust. Only one who borrows an article is liable for accidental damage, because all the benefit is on his side, the lender receiving nothing in return. Since Samuel rules that the prospective purchaser is liable for accidental damage, it is evident that he puts him in the same category as a borrower, who is the only one to derive benefit.
15. I.e., something for which there are no buyers. Hence the vendor benefits from the transaction, unless he sells below market price.
16. But if it is unsaleable, even if he pays no more than its market value, he is not benefiting.
17. Since the purchaser does not thereby benefit from him.
18. Goods in keen demand.
19. As the vendor does not benefit, since he can easily sell it to someone else.

Nedarim 31b

But the Mishnah refers to average merchandise;¹ whilst Samuel refers to an article that is eagerly sought.

It was taught in agreement with Samuel: If one takes articles from a tradesman [on approval] to send them [as a gift] to his father-in-law's house, and stipulates: 'if they are accepted, I will pay you their value, but if not, I will pay you for their goodwill benefit':² if they were accidentally damaged on the outward journey, he is liable;³ if on their return journey, he is not liable, because he is regarded as a paid trustee.⁴

A middleman [once] took an ass⁵ to sell, but could not sell it. On his way back it was accidentally injured, [whereupon] R. Nahman held him liable to make it good. Raba objected: 'if they were damaged on the outward journey, he is liable; if on their return

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journey. he is not!' — Sand he to him: The return journey of a middleman counts as an outward journey, for if he finds a purchaser even at his doorstep, will he not sell [it] to him?

MISHNAH. [IF ONE SAYS,] 'KONAM THAT I DO NOT BENEFIT FROM THE UNCIRCUMCISED, HE MAY BENEFIT FROM UNCIRCUMCISED ISRAELITES BUT NOT FROM CIRCUMCISED HEATHENS; THAT I DO NOT BENEFIT FROM THE CIRCUMCISED,' HE IS FORBIDDEN TO BENEFIT FROM UNCIRCUMCISED ISRAELITES BUT NOT FROM CIRCUMCISED HEATHENS, BECAUSE 'UNCIRCUMCISED' IS A TERM APPLICABLE ONLY TO HEATHENS, AS IT IS WRITTEN, FOR ALL THE NATIONS ARE UNCIRCUMCISED AND ALL THE HOUSE OF ISRAEL ARE UNCIRCUMCISED IN THE HEART.⁶ AND IT IS FURTHER SAID, AND THIS UNCIRCUMCISED PHILISTINE SHALL BE [AS ONE OF THEM],² AND IT IS FURTHER SAID, LEST THE DAUGHTERS OF THE PHILISTINES REJOICE, LEST THE DAUGHTERS OF THE UNCIRCUMCISED TRIUMPH.³ R. ELEAZAR B. 'AZARIAH SAID: THE FORESKIN IS LOATHSOME, SINCE IT IS A TERM OF OPPROBRIUM FOR THE WICKED, AS IT IS WRITTEN, FOR ALL THE NATIONS ARE UNCIRCUMCISED. R. ISHMAEL SAID, GREAT IS [THE PRECEPT] OF CIRCUMCISION, SINCE THIRTEEN COVENANTS WERE MADE THEREON.⁹ R. JOSE SAID, CIRCUMCISION IS A GREAT PRECEPT, FOR IT OVERRIDES [THE SEVERITY OF] THE SABBATH.¹⁰ R. JOSHUA B. KARHA SAID: GREAT IS [THE PRECEPT OF] CIRCUMCISION, FOR [NEGLECTING] WHICH MOSES DID NOT HAVE [HIS PUNISHMENT] SUSPENDED EVEN FOR A SINGLE HOUR.¹¹ R. NEHEMIAH SAID, GREAT IS [THE PRECEPT OF] CIRCUMCISION, SINCE IT SUPERSEDES THE LAWS OF LEPROSY.¹² RABBI SAID, GREAT IS CIRCUMCISION, FOR [NOTWITHSTANDING] ALL THE PRECEPTS WHICH ABRAHAM FULFILLED HE WAS NOT DESIGNATED PERFECT UNTIL HE CIRCUMCISED HIMSELF, AS IT IS WRITTEN, WALK BEFORE ME, AND BE THOU PERFECT.¹³ ANOTHER EXPLANATION:

GREAT IS CIRCUMCISION, SINCE BUT FOR THAT, THE HOLY ONE, BLESSED BE HE, WOULD NOT HAVE CREATED THE UNIVERSE, AS IT IS WRITTEN, BUT FOR MY COVENANT BY DAY AND NIGHT,¹⁴ I WOULD NOT HAVE APPOINTED THE ORDINANCES OF HEAVEN AND EARTH.¹⁵

GEMARA. It was taught: R. Joshua b. Karha said, Great is circumcision, for all the meritorious deeds performed by Moses our teacher did not stand him in stead when he displayed apathy towards circumcision, as it is written, and the Lord met him, and sought to kill him.¹⁶ R. Jose sand, God forbid that Moses should have been apathetic towards circumcision, but he reasoned thus: 'If I circumcise [my son] and [straightway] go forth [on my mission to Pharaoh], I will endanger his life, as it is written, and it came to pass on the third day, when they were sore.¹⁷ If I circumcise him, and tarry three days, — but the Holy One, blessed be He, has commanded: Go, return unto Egypt.¹⁸ Why then was Moses punished?

1. Which is neither a drag on the market nor in keen demand.
2. Which he would derive from his father-in-law's knowing that he wished to make him a present. Although only a matter of goodwill a monetary value could be set upon it.
3. This supports Samuel's ruling.
4. Who is not liable for accidental damage; this is because he has derived some benefit through having had it in his charge; but he cannot be considered as a simple borrower, the sole benefit being his, since this benefit has by now ceased, B.M. (Sonc. ed.) p. 460.
5. [H]. The word may also mean 'wine'.
6. Jet. IX, 25. Thus, though there may be some circumcised among the heathens, they are collectively termed 'uncircumcised'; similarly, when the Israelites are rebuked for their leanings to paganism, they are denounced as 'uncircumcised of heart'.
7. I Sam. XVII, 36, though he did not know whether Goliath was uncircumcised or not.
8. II Sam. I, 20.
9. In the passage dealing with God's command to Abraham to circumcise himself, the word 'covenant' occurs thirteen times. Gen. XVII.
10. Circumcision, though entailing work, is performed on the Sabbath.
11. This is discussed in the Gemara.

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12. A leprous spot, such as a swelling, etc., may not be cut off (Deut. XXIV, is so interpreted); but if it is on the foreskin, it may be removed together with it.
13. Gen. XVII, 1.
14. This is taken to refer to circumcision, which, as shown above, is frequently designated as such.
15. Jer. XXXIII, 25. This is the end of the Mishnah in our text, but other versions, including that of Ran and Tosaf., add the following: — Great is circumcision, for it counterbalances all other precepts put together, as it is written, behold the blood of the covenant, which the Lord hath made with you concerning all these words (Ex. XXIV, 8). All these words are understood to mean all God's precepts: and 'the blood of the covenant', though referring in its context to sacrifice, is applied to circumcision, on account of its frequent designation as covenant. Part of this reading is quoted in the Gemara as a Baraitha. — Weiss, Dor, II, 9. regards all these dicta as called forth by Christianity's abrogation of circumcision.
16. Ex. IV, 24.
17. Gen. XXXIV, 25. This refers to the inhabitants of the city of Shechem, who underwent circumcision. Moses considered it dangerous to take his son on a journey within the first three days of circumcision.
18. Ex. IV, 19, implying without delay.

Nedarim 32a

Because he busied himself first with the inn,¹ as it is written, And it came to pass by the way, in the inn.² R. Simeon b. Gamaliel sand: Satan³ did not seek to slay Moses but the child, for it is written, [Then Zipporah took a sharp stone, and cut off the foreskin of her son, and cast it as his feet, and sand,] Surely a bloody Hathan art thou to me.⁴ Go forth and see: who is called a Hathan? Surely the infant [to be circumcised].⁵

R. Judah b. Bizna lectured: When Moses was lax in the perform ance of circumcision, Af and Hemah⁶ came and swallowed him up, leaving nought but his legs. Thereupon immediately Zipporah 'took a sharp stone and cut off the foreskin of her son';⁷ straightway he let him alone.⁸ In that moment Moses desired to slay them, as it is written, Cease from Af and forsake Hemah.² Some say that he did slay Hemah, as it is written, I have not Hemah.¹⁰ But is it not written, for I was afraid

of Af and Hemah?¹¹ — There were two [angels named] Hemah. An alternative answer is this: [he slew] the troop commanded by Hemah, [but not Hemah himself].

It was taught: Rabbi sand, Great is circumcision, for none so ardently busied himself with [God's] precepts as our Father Abraham, yet he was called perfect only in virtue of circumcision, as it is written, Walk before me and be thou perfect,¹² and it is written, And I will make my covenant between me and thee.¹³ Another version [of Rabbi's teaching] is this: Great is circumcision, for it counterbalances all the [other] precepts of the Torah, as it is written, For after the tenor of these words I have made a covenant with thee and with Israel.¹⁴ Another version is: Great is circumcision, since but for it heaven and earth would not endure, as it is written, [Thus saith the Lord,] But for my covenant by day and night,¹⁵ I would not have appointed the ordinances of Heaven and earth.¹⁶ Now this [statement]¹⁷ conflicts with R. Eleazar's: for R. Eleazar¹⁸ said, Great is the Torah, since but for it heaven and earth could not endure, as it is written, But for my covenant by day and night, I would not have appointed the ordinances of heaven and earth.¹⁹

Rab Judah sand in Rab's name: When the Holy One, blessed be He, said to our Father Abraham, 'Walk before me and be thou perfect',²⁰ he was seized with trembling. 'Perhaps,' he said, 'there is still aught shameful in me!' But when He added, 'And I will make my covenant between me and thee', his mind was appeased.²¹

Aid he brought him forth abroad.²² Now Abraham had said unto him, 'Sovereign of the Universe! I have gazed at the constellation which rules my destiny, and seen that I am not fated to beget children.' To which [God] replied: 'Go forth from thy astrological speculations: Israel is not subject to planetary influences.'

R. Isaac said: He who perfects himself, the Holy One, blessed be He, deals uprightly with

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him, as it is written, With the merciful thou wilt shew thyself merciful, and with the upright thou wilt shew thyself upright.²³ R. Hoshaia said: If one perfects himself, good fortune will be his,²⁴ as it is written, Walk before me and be thou perfect;²⁵ and it is further written, And thou shalt be a father of many nations.²⁶

Rabbi³³ said: He who practises enchantment will be harassed by witchcraft, as it is written, For against him, of [the seed of] Jacob, there is enchantment.²⁸ But surely it is written with Lamed Aleph?²⁹ — But he is thus punished as measure for measure.³⁰

Ahabah the son of R. Zera learnt: He who does not practice enchantment is brought within a barrier [i.e., in proximity to God] which not even the Ministering Angels may enter, as it is written, For there is no enchantment in Jacob, neither is there any divination in Israel: now it shall be asked [by the angels] of Jacob and Israel, What hath God wrought?³¹

R. Abbahu said in R. Eleazar's name: Why was our Father Abraham punished and his children doomed to Egyptian servitude for two hundred and ten years? Because he pressed scholars into his service, as it is written, He armed his dedicated servants³² born in his own house.³³ Samuel³⁴ said: Because he went too far in testing the attributes [i.e., the promises] of the Lord, as it is written, [And he said, Lord God,] whereby shall I know that I shall inherit it?³⁵ R. Johanan said: Because he prevented men from entering beneath the wings of the *Shechinah*, as it is written, [And the king of Sodom said it to Abraham,] Give me the persons, and take the goods to thyself.³⁶

And he armed his trained servants, born in his own house.³⁷ Rab said, he equipped them³⁸ by [teaching them] the Torah.³⁹ Samuel said, he made them bright with gold [i.e., rewarded them for accompanying him]. Three hundred and eighteen:⁴⁰ R. Ammi b. Abba said: Eliezer outweighed them all. Others say, It was Eliezer, for this is the numerical value of his name.⁴¹

R. Ammi b. Abba also said: Abraham was three years old when he acknowledged the Creator, for it is written, Because [Heb. 'ekeb] that Abraham obeyed my voice:⁴² the numerical value of [H] is one hundred seventy two.⁴³ R. Ammi b. Abba also said:

1. Instead of with circumcision.
2. Ibid. IV, 24. This implies that as soon as he left the road he turned his attention to the inn, arranging his baggage, quarters, etc., instead of immediately circumcising his son.
3. *Var. lec.* 'that angel'. Generally speaking. Satan was regarded as man's adversary and accuser, but without independent power, which he must derive from God. (Cf. Job I, seq., Zech. III. 1f.) In the older Talmudic literature Satan is seldom mentioned, but his name is found more frequently in the Amoraic period, and it may well be that the variant reading here (angel) is the original one. V. also Kid. (Son. ed.) p. 142, n. 5.
4. Ex. IV, 25.
5. Hathan generally means bridegroom, son-in-law: but in connection with circumcision it refers to the infant to be circumcised
6. Wrath and anger personified.
7. As the whole body was swallowed up save the legs. Zipporah understood that this was a punishment for neglecting the circumcision of the foreskin.
8. Ex. IV, 26.
9. Ps XXXVII, 8. Af and Hemah are regarded here as proper nouns.
10. Isa. XXVII, 4. Spoken by God, and according to this interpretation, because Hemah had been slain.
11. Deut. IX, 19. This refers to the sin of the Golden Calf, which was subsequent to the incident under discussion.
12. Gen. XVII, 1, in reference to circumcision.
13. Ibid. XVII, 2. [Indicating that Abraham was to attain perfection through the covenant of circumcision.] Rashi, without pointing out any incorrectness in the text, relates this verse to the next passage; v. next note.
14. Ex. XXXIV, 33. After the tenor of these words is taken to refer to all God's precepts; by a 'covenant', 'circumcision' is understood; thus the two — all God's precepts and circumcision — are equated. Rashi appears to have the following reading: As it is written, Behold the blood of the covenant, which the Lord hath made with you concerning all these words (Ex. XXIV, 8); and it is also written. And I will make my covenant between me and thee (Gen. XVII, 2). Just as 'covenant' in the latter verse refers to circumcision, so also in the former; whilst the end of that verse, 'concerning all these words',

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shows that circumcision is equal in importance to 'all these words', i.e., all God's commandments.

15. V. p. 93, n. 8.
16. Jer. XXXIII, 25.
17. Which identifies 'covenant' here with circumcision.
18. [So Pes. 68b. Cur. edd. R. Eliezer.]
19. Thus, according to him, 'covenant' in this verse refers to the Torah, not to circumcision.
20. Gen. XVII, 1.
21. For he then understood that the imperfection was not in himself, but in the lack of a formal covenant between him and the Almighty.
22. Gen. XV, 5.
23. II Sam. XXII, 26.
24. Lit., 'the hour will stand by him'.
25. Gen. XVII, 1.
26. Ibid. XVII, 4. This should be his good fortune, as a reward for perfecting himself.
27. *Var. lec.*: R. Levi.
28. Num. XXIII, 23.
29. Lo = not, so that the verse reads, Surely there is no enchantment in Jacob.
30. I.e., this is not deduced from a Scriptural verse, but from the general axiom that punishment corresponds to the crime. Though the Jewish Sages attributed reality to supernatural agencies in general, they nevertheless sought to discourage superstitious practices; v. M. Joseph. Judaism as Creed and Life. pp. 79-81.
31. Num. XXIII, 23. The Israelites, through not practising enchantments, are brought into such close contact with God, that they know secrets not entrusted to the angels.
32. I.e., scholars dedicated to the study of the Torah. The word is treated as a derivative of hanok, to educate, dedicate.
33. Gen. XIV, 14.
34. *Var. lec.*: R. Samuel b. Nahmani.
35. Gen. XV, 8.
36. Ibid. XIV, 21. Abraham, by permitting this, instead of taking the persons himself, and teaching them to know' God, is said to have prevented them from coming beneath the wings of the Divine Presence. This dictum seems to indicate that R. Johanan was in favor of proselytes.
37. Ibid. XIV, 14.
38. A variant reading is herikan; he emptied them from the Torah, i.e., disregarded their learning and forced them into service, or perhaps, withdrew them from their studies.
39. Wa-yarek is here connected with yarak to make shine; cf. yerakrak., yellow (shining).
40. Ibid.
41. Hebrew letters are also used as numbers, and the numerical value of rzghkt is 318.
42. Gen. XXVI, 5.
43. The verse is therefore thus interpreted: 172 years hath Abraham obeyed my voice. As he

lived 175 years in all, he was three years old when he acknowledged the Creator.

Nedarim 32b

The numerical value of ha-satan [Satan] is three hundred sixty four.¹

R. Ammi b. Abba also said: [First] Abram is written, then Abraham:² at first God gave him mastery over two hundred forty three limbs, and later over two hundred forty eight, the additional ones being the two eyes, two ears, and the membrum.³

R. Ammi b. Abba also said: What is the meaning of, There is a little city., etc.?⁴ 'A little city' refers to the body; and 'a few men within' to the limbs; 'and there came a great king against it and besieged [it]' to the Evil Urge;⁵ 'and built great bulwarks against it', to sin; 'Now there was found in it a poor wise man, to the Good Urge; and he by his wisdom delivered the city, to repentance and good deeds; yet no man remembered that same poor man, for when the Evil Urge gains dominion, none remember the Good Urge.

Wisdom strengtheneth the wise more than ten mighty ones which are in the city.⁶ 'Wisdom strengtheneth the wise' refers to repentance and good deeds; 'more than ten mighty ones,' viz., the two eyes, two ears, two hands, two feet, membrum and mouth.⁷

R. Zechariah said on R. Ishmael's authority: The Holy One, blessed be He, intended to bring forth the priesthood from Shem, as it is written, And he [sc. Melchizedek] was the priest of the most high God.⁸ But because he gave precedence in his blessing to Abraham over God, He brought it forth from Abraham; as it is written, And he blessed him and said. Blessed be Abram of the most high God, possessor of heaven and earth, and blessed be the most high God.⁹ Said Abraham to him, 'Is the blessing of a servant to be given precedence over that of his master?' Straightway it [the priesthood] was given to Abraham, as it is written, The Lord said unto my Lord,¹⁰ Sit thou at my right hand, until I

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make thine enemies thy footstool;¹¹ which is followed by, The Lord hath sworn, and will not repent, Thou art a priest for ever, after the order of Melchizedek,¹² meaning, 'because of the words of Melchizedek.'¹³ Hence it is written, And he was a priest of the most High God, [implying that] he was a priest, but not his seed.¹⁴

CHAPTER IV

MISHNAH. THE ONLY DIFFERENCE BETWEEN ONE WHO IS UNDER A VOW NOT TO BENEFIT AUGHT FROM HIS NEIGHBOR, AND ONE WHO IS FORBIDDEN TO EAT OF HIS FOOD, IS IN RESPECT OF WALKING [OVER HIS PROPERTY] AND [THE USE OF] UTENSILS NOT EMPLOYED IN THE PREPARATION OF FOOD.¹⁵ IF A MAN IS UNDER A VOW [NOT TO EAT] OF HIS NEIGHBORS FOOD, THE LATTER MAY NOT LEND HIM A SIFTER, SIEVE, MILL-STONE OR OVEN,¹⁶ BUT HE MAY LEND HIM A SHIRT, RING, CLOAK, AND EARRINGS.¹⁷

GEMARA. Which Tanna [is the authority of the Mishnah]?¹⁸ — R. Adda b. Ahabah said, It is R. Eliezer. For it was taught: R. Eliezer said: Even the extra [given by a vendor to his customer] is forbidden to him who is under a vow not to benefit [by his neighbor].¹⁹

IF A MAN IS UNDER A VOW NOT TO [EAT] OF HIS NEIGHROUR'S FOOD, THE LATTER MAY NOT LEND HIM, etc.

1. This indicates that his seductive powers over mankind are only for 364 days of the year. On the 365th, viz., the Day of Atonement, he has no power over man.
2. The original name of Abram, whose numerical value is 243, was changed to Abraham, with the value 248, the numbers of members of man's body. V. Mak. (Sonc. ed.) p. 109. n. 5.
3. As a reward for his undergoing circumcision he was given mastery over those limbs, which, through hearing and seeing, entice one to immorality; but now he was enabled by his will-power to forbid them to look upon or listen to sin. The last mentioned, of course, refers to the control of the sex-lust. Cf. Maim. 'Guide', III, ch. 49.
4. Eccl. IX, 14f.

5. One's evil inclinations personified; in B.B. 16a he is identified with Satan.
6. Ibid. VII, 19.
7. I.e., by repentance and good deeds one can conquer the evil desires of all these.
8. Gen. XIV, 18. The Midrash identifies him with Shem, the son of Noah, Abraham's eighth ancestor.
9. Ibid. 19f.
10. Here taken as referring to Abraham; cf. Ber. 7b, where my lord is explicitly so explained.
11. Ps. CX, 1.
12. Ibid. CX, 4.
13. I.e., because of his giving precedence to Abraham.
14. Though Abraham was a descendant of Melchizedek, and thus the priesthood was inherited by the latter's seed, yet this was through the merit of Abraham, not of Melchizedek. — Ran.
15. If he is forbidden all benefit, these are forbidden; but if the vow is only in respect of food, these are permitted.
16. This teaches that not only are those utensils prohibited which are used in the immediate preparation of food for eating, such as a cooking pot. but even those employed in the early stages only.
17. [Or 'nose-rings].
18. That even such a trifling benefit as walking over his property is forbidden.
19. Since R. Eliezer held that the vow applied even to such trifles, he is the authority of our Mishnah.

Nedarim 33a

But he vowed in respect of food?¹ — Said R. Simeon b. Lakish: This refers to one who said, 'The benefit of your food be forbidden me.'² But may it not mean that he is not to chew wheat [to a pulp] and apply it to his wound?³ — Raba replied: The Mishnah refers to one who said: 'Any benefit from you leading to the enjoyment of food be forbidden me.' R. Papa said: A sack for bringing fruit, an ass for bringing fruit, and even a mere basket, all lead to the enjoyment of food. R. Papa propounded: What of a horse for travelling [to a banquet] or a ring to appear in;⁴ or, what of passing over his land?⁵ — Come and hear: **BUT HE MAY LEND HIM A SHIRT, RING, CLOAK AND EARRINGS.** How is this to be understood? Shall I say it is not to appear in them, need this be stated?⁶ Hence it must mean to be seen in them, and it is taught that

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he may lend them to him! — No. After all, it does not mean to appear in them; but because the first clause teaches **THE LATTER MAY NOT LEND HIM**,⁷ the second clause teaches **HE MAY LEND HIM**.⁸

MISHNAH. AND WHATEVER IS NOT EMPLOYED IN THE PREPARATION OF FOOD, WHERE SUCH ARE HIRED OUT, IT IS FORBIDDEN.⁹

GEMARA. Hence the first clause applies even where such things are not hired. Which Tanna [rules thus]?¹⁰ — Said R. Adda b. Ahabah: It is R. Eliezer.¹¹

MISHNAH. IF ONE IS UNDER A VOW NOT TO BENEFIT FROM HIS NEIGHBOR, THE LATTER MAY PAY HIS *SHEKEL*,¹² SETTLE HIS DEBTS, AND RETURN A LOST ARTICLE TO HIM. WHERE PAYMENT IS TAKEN FOR THIS,¹³ THE BENEFIT MUST ACCRUE TO HEKDESH.¹⁴

GEMARA. Thus we see that it is merely driving away a lion [from his neighbor's property],¹⁵ and permitted. Which Tanna [rules thus]? — Said R. Hoshai: This is

1. Which does not include these utensils.
2. Instead of simply 'Your food be forbidden me'. The additional words, 'b., etc.' are understood to include something besides actual food, viz., utensils for its preparation.
3. I.e., the longer form may imply that food is forbidden no matter how used, yet still be confined to actual foodstuffs.
4. So as to be treated as an honored guest.
5. On the way to a feast.
6. For then he does not benefit at all, and it is obvious that he may lend them to him.
7. This must be taught; v. p. 100, n. 2.
8. I.e., it is merely to round off the Mishnah, though it is self-evident.
9. Even to one who is under a vow in respect of food as explained in the Gemara above, for the remission of the hiring fee is a benefit leading to the enjoyment of food.
10. That even where the benefit is so trifling, since it can be borrowed without a fee, it is forbidden.
11. V. p. 100, n. 5.
12. There was an annual tax of half a *Shekel* for the upkeep of the Temple; v. Shek. I, 1; Ex. XXX, 13.

13. E.g., if he lost work through returning the article; v. B.M. 30b.
14. V. [Glos.](#) This is discussed in the Gemara.
15. I.e., he is merely performing a neighborly action, without bestowing real benefit, for even if the other man does not pay the *Shekel*, he still shares in the public sacrifices; also, when his debts are settled, the debtor personally receives nothing.

Nedarim 33b

Hanan's view.¹ Raba said: You may even say that it agrees with all: [We suppose that] the man who is interdicted by vow not to benefit from his neighbor was lent [money] without obligation to repay.²

What is [the ruling of] Hanan? — We learnt: If a man departed overseas, and another arose and supported his wife: Hanan said: He has lost his money.³ But the sons of the High priests⁴ disputed this and maintained: He must swear how much he expended and is reimbursed [by the husband]. R. Dosa b. Harkinas ruled as they did; whilst R. Johanan b. Zakkai said: Hanan has ruled well — it is as though he had placed his money upon a deer's horn.⁵

Now, Raba did not say as R. Hoshai, because he interpreted our Mishnah to harmonize with all views. R. Hoshai did not say as Raba: [to settle a debt] that need not be repaid is forbidden as a preventive measure on account of [a debt] that must be repaid.⁶

AND RETURN A LOST ARTICLE TO HIM. R. Ammi and R. Assi [differ thereon] — one said: This is only when the property of the finder⁷ is forbidden to the loser, so that in returning it to him, he returns what is his own.⁸ But if the property of the loser is forbidden to the finder, he may not return it, because he benefits him by R. Joseph's *Perutah*.⁹ But the other maintained: Even if the finder may not benefit from the loser's property, he may return it, and as for R. Joseph's *Perutah*, this is rare.¹⁰

1. This is explained further on.

NEDORIM – 2a-45a

2. The creditor having lent it to be repaid at the debtor's leisure (Ran). Therefore, when his neighbor repays his debt, he confers no benefit upon him. Similarly, he may pay his *Shekel* only when he is not bound to pay it himself, e.g., if he had already sent it and it was lost on the road.
3. He has no claim upon the husband.
4. There was a special court of priests, and this may be referred to here; v. Keth. 104b.
5. I.e., he cannot expect its return.
6. Lest it be thought that the latter too may be settled.
7. Lit., 'restorer'.
8. So that the loser is not benefiting.
9. Since when a person is engaged in the performance of one precept, he is exempt from another, the finder, when fulfilling this precept, may decline to give a *Perutah* of charity to a poor man. This is referred to as R. Joseph's *Perutah*, because he based a certain ruling upon this fact. B.K. 56b.
10. One rarely avails himself of that privilege, hence the finder gains nothing.

Nedarim 34a

We learnt: WHERE PAYMENT IS TAKEN FOR THIS, THE BENEFIT MUST ACCRUE TO HEKDESH. Now, that is well on the view that even if the finder must not benefit from the loser's property, he may also return it: hence it is taught: WHERE PAYMENT IS MADE FOR THIS, THE BENEFIT MUST ACCRUE TO HEKDESH.¹ But on the view that if the finder may not benefit from the loser he must not return it, why should the benefit accrue to Hekdesh?² — This law refers to one case only.³

Others report it in the following version: R. Ammi and R. Assi differ thereon: one said: This was taught only if the finder may not benefit from the loser's property. R. Joseph's *Perutah* being rare; but if the loser may not benefit from the finder's property, he may not return it, because he [the finder] benefits him. While the other maintained: Even if the loser may not benefit from the finder's property, he may return it, for he is only returning his own.

We learnt: WHERE PAYMENT IS TAKEN FOR THIS, THE BENEFIT MUST ACCRUE TO HEKDESH. Now that is well on the view

that even if the loser may not benefit from the finder, he may also return it: thus he justifies WHERE [etc.],⁴ but on the view that if the loser may not benefit from the finder, he may not return it, how is WHERE [etc.] explained?⁵ This is a difficulty.

1. For since the finder cannot benefit from the loser, he cannot receive his fee from him; on the other hand, the loser is liable for it; therefore it goes to Hekdesh; v. p. 104, n 2, for the reverse case.
2. Since he may not return it, there is no fee.
3. I.e., where the loser may not benefit from the finder. This is the interpretation of the passage according to our text. But the text of Ran is reversed, and (with its explanation) is as follows: This is well on the view that only if the loser may not benefit from the finder it may be returned, but not in the reverse case. Hence, the fee must go to the Temple treasury. if it is beneath the finder's dignity to accept it, for were the loser to retain it, he would be benefiting from the finder. But on the view that even if the finder must not benefit from the loser it may be returned, why must the fee go to the Temple treasury? If the finder declines it, the loser may retain it, since here is no prohibition upon him. If on the other hand the finder wishes to accept it, why may he not do so: in accepting it he is not benefiting from the loser, but merely being paid for lost time? The Talmud replies that though the law permitting the return of the lost article applies to both cases, the statement that the fee must go to the sanctuary applies only to one, viz., where the loser may not benefit from the finder.
4. The law referring to this case, as explained above, where it is beneath the finder's dignity to accept the fee.
5. For then it may be returned only if the loser may benefit from the finder; but in that case, why must the fee be given to Hekdesh? If the finder does not accept it, the loser may retain it for himself.

Nedarim 34b

Raba said: If a Hefker loaf¹ lies before a man, and he declares, 'This loaf be Hekdesh', and he takes it to eat it, he trespasses in respect of its entire value; if to leave it to his children, he trespasses in respect of its goodwill value only.² R. Hiyya b. Abin asked Raba: [What if one says to his neighbor,] 'My loaf [be forbidden] to you,' and then gifts it to him: now, he said, 'my loaf,' meaning only so long

NEDORIM – 2a-45a

as it IS In his own possession;³ or perhaps, having said '[be forbidden] to you,' he has rendered it to him Hekdesh?⁴ — He replied: It is obvious that even if he gifted it to him, it is forbidden. For what was it [his vow] to exclude? Surely not the case where it would be stolen from him?⁵ — He replied, No: It excludes the case where he invites him for it.⁶

1. V. Glos.
2. A Zar (i.e., not a priest) is forbidden to eat consecrated food; if he does, he is guilty of trespass. and bound to make restitution of its value plus a fifth (Lev. XXII, 14). Now as soon as he takes this consecrated loaf, with the intent of eating it, he withdraws it from the possession of Hekdesh into his own. Hence he has trespassed in respect of the whole of it. But if he merely intends leaving it to his children, he merely benefits by its goodwill value (i.e., the benefit he enjoys through his children's knowing that he wishes to leave it to them) and hence liable for that only. [Had, however, the loaf been his own, he would not have been guilty of a trespass by taking it up with the intent of eating it. Since it was all the time in his possession, both before and after the consecration, he would be treated in regard to it as a Temple Treasurer, to whom the law of trespass does not apply, v. B.K. (Sonc. ed.) p. 103.]
3. Therefore now that he gave it to him, it is no longer his; hence permitted.
4. So that the prohibition always remains.
5. When A says to E, 'My loaf be forbidden to you', thus excluding B from its enjoyment, what is his purpose? Obviously, as long as it is in A's possession it is forbidden to B in any case, since it does not belong to him. Surely A did not intend his vow only in the unlikely event of the loaf being stolen? Hence he must have meant, 'Even if I give you this loaf which is now mine, it shall be forbidden to you.'
6. I.e., if A should invite B to dine with him off that loaf of bread, it should be forbidden to him; but not if he gives it to him. This interpretation follows Ran. Others explain the passage differently. According to all versions, [H] must be deleted from the text.

Nedarim 35a

He objected: If A says to B, 'Lend me your cow,' and B replies, 'Konam be [this] cow if I possess [another] for you,¹ or, my property be forbidden you if I possess any cow but this': [or,] 'Lend me your spade,' and he replies,

'This spade be forbidden me if I possess [another];' or 'my property be forbidden me, if I possess any spade but this', and it is discovered that he possesses [another]. During his, [B's] lifetime it is forbidden [him]; but if he dies, or it is given to him,² it is permitted?³ — Said R. Aha son of R. Ika: That is if it was given to him through another.⁴ R. Ashi said: This may be proved too, for it is stated, 'it is given to him,' not 'he gives it to him.'⁵

Raba asked R. Nahman: Does the law of trespass apply to Konamoth?⁶ — He replied, We have learnt this: WHERE PAYMENT IS TAKEN FOR THIS, THE BENEFIT MUST ACCRUE TO HEKDESH. This teaches that it is as Hekdesh: just as the law of trespass applies to Hekdesh, so it applies to Konamoth.

This is dependent on Tannaim: If one Says, 'Konam, this loaf is Hekdesh,'⁷ then whosoever eats it, whether he or his neighbor, commits trespass; therefore the law of redemption applies to it.⁸ [But if he says,] 'This loaf is Hekdesh to me'; [by eating it] he commits trespass; but his neighbor does not commit a trespass; therefore the law of redemption does not apply:⁹ this is the view of R. Meir. But the Sages maintain: In both cases no trespass is involved, because the law of trespass does not apply to Konamoth.

R. Aha son of R. Avi asked R. Ashi: [If A says to B,] 'My loaf be forbidden to you,¹⁰ and then makes a gift of it to him, who is liable for trespass? Shall the giver incur it but it is not forbidden to him? Is the receiver to incur it — but he can say, 'I desired to accept what is permitted, not what is forbidden?'¹¹ — He replied: The receiver incurs the liability when he uses it, for whoever converts money of Hekdesh into Hullin,¹² thinks that it is Hullin, yet he is involved in trespass;¹³ so this one too is liable for trespass.

1. The actual wording is difficult, and the commentators attempt various explanations. The literal translation is given here.
2. V. *infra*.
3. This contradicts Raba.

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4. B gave it to C, who gave it to A. Since B voluntarily (in contradistinction to theft) let it out of his possession, his vow loses its validity.
5. Though the Hebrew word is the same for both, by tradition it was to be read as a niph'al, not as a kal.
6. A term in us technicus for things interdicted by a vow, usually introduced with the formula Konam. Since Konam is a Korban (a sacrifice) when one vows that a thing shall be Konam, he declares it to be virtually consecrated, and hence if the vow is violated, it is as though trespass has been committed. Or it may be argued that in spite of its origin, Konam is used without the suggestion of consecration, but merely to imply prohibition.
7. Not specifying to whom, and therefore applying it to all, including himself. [Read with MS.M.: 'This loaf is Hekdesh', omitting Konam, v. also Shebu. 22a.]
8. Since it is so much regarded as consecrated that by eating it one commits trespass, it is also so in respect of redemption, whereby it reverts to Hullin (non-consecrated), whilst the redemption money becomes consecrated.
9. Since it is not regarded as consecrated in respect of all.
10. Using the formula 'Konam'.
11. The receiver not knowing that this was the forbidden loaf.
12. V. [Glos.](#)
13. Because the law of trespass applies only to unwitting misuse of Hekdesh.

Nedarim 35b

MISHNAH. AND HE MAY SEPARATE HIS *TERUMAH* AND HIS TITHES WITH HIS CONSENT.¹ HE MAY OFFER UP FOR HIM THE BIRD SACRIFICES OF ZABIM AND ZABOTH² AND THE BIRD SACRIFICES OF WOMEN AFTER CHILDBIRTH, SIN-OFFERINGS AND GUILT-OFFERINGS.³ HE MAY TEACH HIM MIDRASH, HALACHOTH AND AGGADOTH,⁴ BUT NOT SCRIPTURE.⁵ YET HE MAY TEACH SCRIPTURE TO HIS SONS AND DAUGHTERS.⁶

GEMARA. The scholars propounded: Are the priests [in sacrificing] our agents or agents of the All-Merciful? What is the practical difference? — In respect of one who is forbidden to benefit [from a priest]: if you say that they are our agents, surely he [the priest] benefits him [by offering up his sacrifices];

hence it is prohibited. But if you say that they are the agents of the All-Merciful, it is permitted. What [then is the ruling]? — Come and hear: We learnt: HE MAY OFFER UP FOR HIM THE BIRD SACRIFICES [etc.]. Now if you say that they are our agents, does he not benefit him? Then on your view, let him [the Tanna] teach, HE MAY OFFER UP SACRIFICES FOR HIM?⁷ But those who lack atonement are different.⁸ For R. Johanan said: All [sacrifices] require [the owner's] consent,⁹ save for those lacking atonement; since a man brings a sacrifice for his sons and daughters when minors, for it is said, This is the law of him that hath issue,¹⁰ [implying] both for a minor or an adult.¹¹ If so, according to R. Johanan, does, This is the law for her that hath born [a male or a female]¹² imply both an adult or a minor? Is a minor capable of childbirth? But R. Bibi recited in R. Nahman's presence: Three women use a resorbent [to prevent conception]: a minor, a pregnant woman, and a woman giving suck: a minor, lest she conceive and die?¹³ — That verse, 'This is the law for her that hath born', [teaches,] that it is a] one whether the woman be sane or an imbecile, since one must offer a sacrifice for his wife, if an imbecile, in accordance with R. Judah's dictum. For it was taught. R. Judah said: A man must offer a rich man's sacrifice¹⁴ for his wife, and all other sacrifices which are incumbent upon her; since he writes thus for her [in her marriage settlement]: [I shall pay] every claim you may have against me from before up to now.¹⁵

1. If A is forbidden to benefit from B, B (the maddir) may separate *Terumah* on the produce of the former (called the muddar). The Gemara discusses whose consent is meant.
2. V. [Glos.](#)
3. Lev. XV, 14f, 29f, XII, 6-8. i.e., the maddir, if a priest, may offer these sacrifices for the muddar.
4. The three branches of Jewish learning. Midrash (from Darash, to study, investigate) means any kind of Biblical hermeneutics. In contradistinction to the peshat (literal interpretation) it denotes the deeper investigation into the text of the Bible in order to derive interpretations and laws not obvious on the surface. Halachoth is a term referring to religious law (embracing both civil and ritual

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law) whether based on Biblical exposition, (and thus arrived at by Midrash) or not. By *Aggadah* (or *Haggadah*, from *higgid*, to narrate) is meant the whole of the non-legal portion of the Talmud. Thus it includes narratives, homiletical exegesis of the Bible (which inculcate morals, beliefs, etc. but no actual laws) medicine, astronomy, dreams, legends and folklore in general.

5. Lit., 'that which is (to be) read' sc. from a written text. The Pentateuch with its literal interpretations in contradistinction to Midrash, v. Aboth (Sonc. ed.) p. 75, n. 1. AS will be seen on [37a](#), Scripture was generally regarded as the study of children only, adults usually investigating the deeper meaning too.
6. From this we see that it was usual to teach the Bible to girls, in spite of the Talmudic deduction that daughters need not be educated (Kid. 30a). The opposition of R. Eliezer to teaching Torah to one's daughter (Sot. 20a: He who teaches his daughter Torah is as though he taught her lewdness) was probably directed against the teaching of the Oral Law, and the higher branches of study. [V. Maim. Yad. Talmud Torah, I, 13.] Yet even in respect of this, his view was not universally accepted, and Ben 'Azzai (a.l.) regarded it as a positive duty to teach Torah to one's daughters. The context shows that the reference is to the higher knowledge of Biblical law. In point of fact, there were learned women in Talmudic times e.g., Beruriah, wife of R. Meir (Pes. 62b).
7. Sacrifices, in general, not lust these.
8. I.e., those who are unclean, and not permitted to eat holy food (e.g., the flesh of sacrifices) or enter the Sanctuary until their sacrifices have been offered up. This term however does not refer to sinners, whose sacrifice makes atonement for them. The sin- and guilt-offerings mentioned in the Mishnah will also refer to the former.
9. Before the priest may offer them.
10. Lev. XV. 32, referring to the sacrifices.
11. The expression 'this is the law' is emphatic, and hence extends its provisions to include those who might otherwise not have been included. Since a minor cannot bring a sacrifice himself, his father must do so for him. Moreover, a minor has no legal consent. Thus, we see that these sacrifices can be brought without their owner's (i.e., those on whose behalf it is offered) consent. Since their consent is unnecessary, the priests do not act as their agents, and on that account it is permitted.
12. Ibid. XII, 7.
13. V. Yeb. 12b. Thus we see that a minor is incapable of childbirth. — Of course, the same might have been stated simply on physiological grounds.

14. Certain sacrifices were variable, depending on their owner's financial position (v. Lev. V, 1-13; XII, 1-8). Now in a strictly legal sense every married woman is poor, since she has no proprietary rights, everything belonging to her husband. Nevertheless, if he is wealthy, he must bring the sacrifice of a rich person.
15. [This clause is taken as referring to sacrifices for which she may have become liable after the betrothal.] So curr. edd. Ran omits 'R. Judah said' from the beginning of the Baraita, and adds at this point: R. Judah said: Therefore, if he divorced her, he is free from this liability, for thus she writes (in the document acknowledging receipt of settlements due to her on divorce): (I free you) from all the liabilities hitherto borne by you in respect of me. From the Rashi in B.M. 104a, it appears that his version there was the same as the Ran's here. Now, reverting to the argument, since R. Judah (and the first Tanna) taught that a husband is liable for his wife's obligatory sacrifices, 'this is the law' may be interpreted as applying to an imbecile too, the liability resting with her husband. For if this principle of the husband's liability were not admitted, this interpretation would be impossible, since an imbecile herself is not a responsible person.

Nedarim 36a

R. Simi b. Abba objected: If he [the maddir]¹ is a priest, he may sprinkle for him the blood of his sin-offering and his guilt-offering?² — This refers to the blood of a leper's sin-offering and of a leper's guilt-offering [who lack atonement], as it is written, This shall be the law of the leper:³ both an adult and a minor.⁴

We learnt: If priests render a sacrifice Piggul⁵ in the Temple, and do so intentionally, they are liable;⁶ This implies [that if they do so] unwittingly, they are exempt, though it was taught thereon:⁷ Yet their Piggul stands.⁸ Now, it is well if you say that they are the agents of the All-Merciful: hence their Piggul stands. But if you say that they are our agents, why is it so; let him say to him, 'I appointed you an agent for my advantage, not for my hurt'?⁹ — I will tell you: Piggul is different, because the Writ saith, neither shall it be imputed unto him:¹⁰ [implying that it is Piggul] in spite of everything.¹¹

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The [above] text [states]: 'R. Johanan said: All require [the owner's] consent, save for those lacking atonement, since one brings a sacrifice for his sons and daughters when minors.' If so, let one offer a sin-offering on behalf of his neighbor for [eating] Heleb,¹² since one brings [a sin-offering] for his insane wife?¹³ Why then did R. Eleazar say: If a man set aside a sin-offering for Heleb on his neighbor's behalf, his action is invalid?¹⁴ — [Now consider:] In respect to his insane wife, what are the circumstances? If she ate [Heleb] whilst insane, she is not liable to a sacrifice;¹⁵ while if she ate it when sane, subsequently becoming insane, [there is the ruling of] R. Jeremiah who said in the name of R. Abbahu in R. Johanan's name: If a man ate Heleb, set aside an offering, became insane, and then regained his sanity, it [the sacrifice] is unfit: having been once rejected, it remains so.¹⁶

Yet if so,¹⁷ a man should be able to offer the passover sacrifice for his neighbor,¹⁸ since he brings it for his sons and daughters, who are minors. Why then did R. Eleazar say: If a man sets aside a passover sacrifice for his neighbor his action¹⁸ is null? — Said R. Zera: [The law, And they shall take to them every man] a lamb, according to the house of their fathers, [a lamb for a house],¹⁹ is not Biblically incumbent [upon minors].²⁰ And how do we know this? — Because we learnt: If a man says to his sons [who are not of age], 'I will slaughter the passover sacrifice for whomever of you first enters Jerusalem', then as soon as the first of them enters with his head and the greater part of his body, he acquires his portion, and assigns a part thereof to his brothers with him. Now, if you maintain that 'a lamb, according to the house of their fathers' is Biblically applicable [to minors], then standing over the flesh, can he transfer a portion to his brethren?²¹ If so, why did their father speak thus to them? — In order to stimulate them in [the performance of] precepts. It was taught likewise: it once happened [after their father had spoken thus] that the daughters entered [the city] before the sons, so that the daughters shewed themselves zealous, and the sons indolent.²²

HE MAY SEPARATE HIS TERUMAH [etc.]

1. V. [Glos.](#)
2. Now. since these offerings are unspecified, they must refer to all, even of those who do not lack atonement.
3. Lev. XIV, 2, referring to his purificatory sacrifices.
4. Therefore the same reasoning applies as in the case of a *zab*.
5. v. [Glos.](#) Such a sacrifice is 'not acceptable' and does not acquit its owner of his liability, so that he is bound to offer another.
6. To compensate the owner of the sacrifice.
7. This is absent in our text, but supplied from Men. 49a.
8. Though committed unwittingly, the sacrifice remains Piggul.
9. I.e., such an act committed on behalf of someone else can be repudiated.
10. Lev. VII, 18.
11. I.e., the priest is the owner's agent, yet the latter cannot repudiate him, because his power of rendering a sacrifice Piggul is absolute and unconditional.
12. Forbidden fat. The objection is not particularly in regard to this sin-offering, but to all sin-offerings brought on account of transgression. The addition of Heleb merely illustrates the type of offering referred to, and is frequently used as the general designation of a sin-offering.
13. Who also has neither legal consent nor knowledge.
14. The animal not becoming sanctified.
15. Not being responsible for her actions.
16. I.e., when the transgressor lost his reason, his sacrifice became unfit for offering, because an insane person cannot offer, and it remains unfit even if he regains his sanity. Thus we see that even if a sane person sinned, he is not liable to a sacrifice on becoming insane. Therefore, one cannot bring a sin-offering for his insane wife for actual transgression; hence the proposed analogy cannot be drawn.
17. Still objecting to R. Johanan's first ruling.
18. Without his knowledge.
19. Ex. XII, 3.
20. The Passover sacrifice had to be definitely assigned (before the animal was slain) to a number of persons and anyone not so appointed was subsequently forbidden to eat thereof. But this assignment does not, by Scriptural law, apply to minors at all. For this reason the father could slaughter for them, since they did not need to be appointed. Hence, one cannot argue from this to an adult, to whom the law off appointment applies.
21. For the assignment of the sacrifice can be made only before it is slain, not after (Pes. 89a). How

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then can one son assign a portion of the sacrifice to his brothers after it is killed? Therefore we must conclude that by Biblical law they are not bound to be appointed for the eating of the sacrifice at all.

22. But it is not stated that they lost their portion, proving that assignment is not Biblically incumbent upon them.

Nedarim 36b

The scholars propounded: If one gives *Terumah* of his own for his neighbor's produce, does he require his consent or not? Do we say, since it is a benefit for him, his consent is unnecessary;¹ or perhaps, [the privilege of performing] the precept is his, and he prefers to perform it himself? Come and hear! **HE MAY SEPARATE HIS TERUMAH AND HIS TITHES WITH HIS CONSENT.** How is this meant: Shall we say, his own corn is used?² Then with whose consent? If with his own, who appointed him an agent?³ But if it means with the owner's consent — does he not benefit him by acting as his agent?⁴ Hence it must mean that he separates his own [i.e., the maddir's] produce for the owner's. Now, with whose consent? If with the owner's, does he not benefit him? Hence it must mean with his own knowledge [without informing the owner].⁵ Now if you say that he requires his consent, does he not benefit him?⁶ — [No.] After all, it means the owner's [produce] for the owner's produce; and it is as Raba said [elsewhere], That the owner had announced, 'Whoever wishes to separate, let him do so;' here, too, the owner had announced, etc.⁷

R. Jeremiah asked R. Zera: If one separates of his own for his neighbor's [produce], to whom does the goodwill [value] belong?⁸ Do we say, but for this man's produce, would the other's stack have been made fit to use?⁹ Or perhaps, but for this man's stack, the other man's produce would not be *Terumah*?¹⁰ — He replied, Scripture saith, all the increase of thy seed ... and thou shalt give.¹¹

He objected: **HE MAY SEPARATE HIS TERUMAH AND HIS TITHES WITH HIS CONSENT.** Now if you say that the goodwill belongs to the owner, surely he [the maddir]

benefits him? Hence this proves that the goodwill is his!¹² — I will tell you: it is not so. This means that the *Terumah* belongs to the owner; 'HIS CONSENT' also referring to the owner, who had announced, 'Whoever wishes to separate, let him do so.'

Come and hear: R. Abbahu said in R. Johanan's name: He who sanctifies the animal must add the fifth, whilst only he for whom atonement is made sanctifies a substitute,¹³ and he who gives *Terumah* of his own for another man's produce, the goodwill is his.¹⁴

HE MAY TEACH HIM MIDRASH, HALACHOTH, AND AGGADOTH, BUT NOT SCRIPTURE. Why not Scripture — because he benefits him? But [by] Midrash too he benefits him? — Said Samuel: This refers to a place where the teaching of Scripture is remunerated, but not that of Midrash. How state this definitely?¹⁵ —

1. As it may be taken for granted.
2. Lit., '(produce) of the owner of the stack (is separated as *Terumah*, etc.) for produce belonging to the owner of the stack.'
3. I.e., surely A cannot separate *Terumah* for B, using B's produce, without the latter's consent.
4. Whereas his vow forbids him to benefit him.
5. [This is not regarded as a direct benefit, since he does not give him aught; v. Ran.]
6. For by consenting he shows that he regards it as a benefit.
7. Though such an announcement is a sufficient authorisation, the maddir is not thereby specially appointed an agent, and so does not directly benefit him.
8. I.e., if another Israelite paid him something to give the *Terumah* to a particular friend of his, to whom does that thing belong?
9. Therefore the goodwill should belong to him who renders the *Terumah*.
10. Produce can be declared *Terumah* only on account of other produce. But one cannot take some corn and declare it *Terumah*.
11. Deut. XIV, 25. In its context, thou shalt give refers to the changing of produce into money; but it is here taken out of its context and related to all the increase of thy seed, shewing that the goodwill belongs to the owner of the corn, no matter who actually separates the tithe. This is the reading of our text, and also that of Ran. But such forcible disregard of the context is not very plausible. Asheri prefers a preferable reading: (When thou hast made an end of

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tithing) All the tithes of thine increase ... and thou shalt give it to the Levite; (Deut. XXVI, 12).

12. This of course is on the assumption that the naddir gives his own corn as *Terumah*.
13. If A dedicates an animal for B's sacrifice and it subsequently receives a blemish and must be redeemed, then if A, who sanctified it, redeems it himself, he must add a fifth to its value, but not if B redeems it (this is deduced from Lev. XXVII, 15). Again, if another animal is substituted for the first, both the original and its substitute are holy (ibid. 10). R. Johanan rules that this is only if B, on whose behalf the animal was sanctified, made the substitution, but not if A did so.
14. Sc. the man who gives it.
15. Seeing that the statement in the Mishnah is unqualified.

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He [the Tanna] informs us this: that even where a fee is taken, it may be accepted only for Scripture, but not for Midrash. Now, why does Midrash differ, that remuneration is forbidden: because it is written, And the Lord commanded me at that time to teach you;¹ and it is also written, Behold I have taught you statutes and judgments, even as the Lord my God commanded me² just as I [taught you] gratuitously, so you must teach gratuitously? Then should not Scripture too be unremunerated? — Rab said: The fee is for guarding [the children]. R. Johanan maintained: The fee is for the teaching of accentuation.³

We learnt: HE MAY NOT TEACH HIM SCRIPTURE. Now that is well on the view that remuneration is for the teaching of accentuation. But on the view that payment is for acting as guardian — does an adult need one?⁴ — It refers to a child. If so, consider the last clause: BUT HE MAY TEACH SCRIPTURE TO HIS SONS: can a child have children? — It is defective, and teaches thus: HE MAY NOT TEACH HIM SCRIPTURE in the case of a minor: but if he is an adult, HE MAY TEACH SCRIPTURE BOTH TO him and HIS SONS.

An objection is raised: Children are not to study a new portion of Bible on the Sabbath; but they may make a first revision on the Sabbath.⁵ This is well on the view that remuneration is for the teaching of accentuation: hence a passage may not be read for the first time on the Sabbath;⁶ but on the view that payment is for acting as guardian, why is it forbidden to teach a passage for the first time on the Sabbath, yet permitted to give a first revision on the Sabbath; surely there is pay for guardianship oil the Sabbath?⁷ — Now, even according to your reasoning: is remuneration for teaching the accentuation on the Sabbath forbidden? Is it not included [in the weekly or monthly fee], which is permitted? For it was taught: If one engages a [day] labourer to look after a child,⁸ or the heifer,² or to watch over the crops,¹⁰ he may not pay him for the Sabbath:¹¹ therefore

1. Deut. IV, 14.
2. Ibid. 5.
3. The whole system of punctuation and accentuation being post-Biblical, Moses' prohibition does not apply to it. The meaning of the phrase *Pisuk Te'ammim* is not altogether clear. Jastrow translates: 'the division of words into clauses in accordance with the sense, punctuation'. Be that as it may, it must at least refer to a particular manner of dividing the Biblical text with or without signs, over and above that which would naturally suggest itself by the subject matter. This conclusion must be drawn from the fact that it is regarded by Rab as non-Sinaitic: yet the clearly natural division, corresponding to peshat, could not have been thought of as introduced after Moses; what sense then did it make otherwise? There is mention of chanting in Meg. 32a, but there the reference is to the Mishnah as well as the Bible, the former being studied in a sort of chant, and the phrase *pisuk te'ammim* is not used there. [Berliner, A., however, in Bertr. z. hebr. Gram. p. 29, n. 1, quotes Rashi on Gen. Rab. XXXVI, (according to a Munchen MS.) as explaining *pisuk te'ammim* as Tropen, cantillation.]
4. Hence, Bible teaching to an adult should be unremunerated, in which case it should be permitted in the Mishnah.
5. I.e., having studied it before, they may revise it even for the first time on the Sabbath.
6. Because remuneration is made chiefly for teaching a passage for the first time, as that is the most difficult part of instruction. Hence, if a new passage is thus taught on the Sabbath, the

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teacher is paid chiefly for Sabbath labour, which is forbidden.

7. What does it matter whether the passage is a new one or not? The guardianship is the same in both cases, and remuneration for such work on the Sabbath is forbidden.
8. That he should not ritually defile himself. It was customary for a child to draw the water from a well to mix with the ashes of the red heifer; this child had to be ritually clean.
9. This refers to the red heifer. The guardian was to take care that 'no yoke came upon it' (Num. XIX, 2).
10. This refers to the barley specially sown seventy days before Passover (Men. 85a) for the ceremony of 'sheaf waving' (v. Lev. XXIII. 11) and to the wheat of which were made the 'two wave-loaves' on Pentecost (ibid. 17). These crops were specially guarded.
11. Since each day is separately paid for, and payment for the Sabbath per se is forbidden.

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if they are lost [or harmed] [on the Sabbath], he is not responsible. But if he was engaged by the week, month, year or septennate, he is paid for the Sabbath; consequently, if they are lost, he is responsible.¹ But in the matter of the Sabbath a new passage may not be studied for the first time for this reason: that the parents of the children may be free for the observance of the Sabbath. An alternative answer is this: because on the Sabbath they eat and drink [more than on weekdays] and feel sluggish;² as Samuel said: The change in one's regular diet is the beginning of digestive trouble.³

Now, he who maintains that remuneration is for the teaching of accentuation, — why does he reject the view that it is for acting as guardian? — He reasons: Do daughters then need guarding?⁴ And he who maintains that the fee is for guardianship, — why does he reject the view that it is for teaching accents? — He holds that accents are also Biblical;⁵ for R. Ika b. Abin said in the name of R. Hananel in Rab's name: What is the meaning of, And they read in the book, in the law of God, distinctly, and they gave the sense, so that they understood the reading?⁶ 'They read in the book, it, the law of God,' refers to Scripture; 'distinctly,' to Targum;⁷ 'and they gave the sense', to the division of sentences; 'so that

they understood the reading,' to the accentuation; others say, to the masoroth.⁸

R. Isaac said: The textual reading,⁹ as transmitted by the Soferim, their stylistic embellishments, [words] read [in the text] but not written, and words written but omitted in the reading, are all *Halachah* from Moses at Sinai.¹⁰ By textual reading is meant words as *erez*, *shamayim*, *mizraim*.¹¹ Stylistic embellishments: e.g., [and comfort ye your hearts;] after that ye shall pass on.¹² [Let the damsel abide with its a few days, at least ten:] after that she shall go. [Avenge the children of Israel of the Midianites;] afterwards, shalt thou be gathered unto thy people.¹³ [The singers went before,] the players on instruments followed after.¹⁴ Thy righteousness is like the great mountains.¹⁵

[Words] read [in the text] but not written: [the word] 'Euphrates' in [the verse] as he went to recover his border at the river [Euphrates];¹⁶ [the word] 'man' in [the verse] And the counsel of Ahitophel ... was as if a [man] had enquired of the oracle of God;¹⁷ [the word] 'come' in [the verse] Behold, the days [come], saith the Lord, the city shall be built, etc.;¹⁸ 'for it' in [the verse] let there be no escape [for it];¹⁹ 'unto me' in [the verse] All that thou sayest [unto me] I will do; 'to me' [in the verse] And she went down unto the floor;²⁰ 'to me' in [the verse] And she said, These six measures of barley gave he unto me; for he said [to me];²¹ All these [words] are read but not written.²² The following are written but not read: [the word] 'pray' in forgive;²³

1. Thus we see that the Sabbath may be paid for providing it is included in the general weekly agreement. Hence, though the main work in teaching lies in the first reading, this should be permitted on the Sabbath, since the fee is included in the general arrangements.
2. Hence are not fit to study a portion for the first time.
3. Lit., 'disease of the bowels'. The Sabbath being a day of delight, the parents naturally wish to play and amuse themselves with their children thereon. But if the children study a new passage on that day, since this requires great concentration, the parents may be afraid of distracting their attention. It is interesting to

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observe from actual life what the Sabbath meant to the people. In spite of the innumerable restrictions pertaining to that day, and on account of which the Sabbath has been severely criticised as an intolerable burden, right from the New Testament times down to the present day, this simple statement, teaching no doctrine or view of the Sabbath, but recording a simple fact, vividly illustrates the utter shallowness of all that misinformed criticism. Cf. Schechter, *Studies in Judaism* ('The Law and Recent Criticism', pp. 296f). — 'On the one side, we hear the opinions of so many learned professors, proclaiming ex cathedra that the Law was a most terrible burden, and the life under it the most unbearable slavery ... On the other side we have the testimony of a literature extending over about twenty-five centuries, and including all sorts and conditions of men, scholars, poets, mystics, lawyers ... schoolmen, tradesmen, workmen, women, simpletons, who all ... give unanimous evidence in favor of this Law, and of the bliss and happiness of living and dying under it, — and this, the testimony of people who were actually living under the Law, not merely theorising upon it'.

4. Girls are generally at home and do not venture into the streets; hence require no guarding. Now the Mishnah states in general terms that he may not teach Scripture. Though this, as explained, refers to a minor, yet even so the law holds good both of boys and of girls, since no limitations are given. But if payment is for guardianship, he should be permitted to teach girls, who do not need it. — Another reading is: does an adult need guarding? According to this, the explanation that the Mishnah refers to a minor is rejected as being too farfetched.
5. I.e., the system of accentuations goes back to Moses: consequently it was included in Moses' prohibition.
6. Neh. VIII, 8.
7. Targum, 'translation', generally refers to the Aramaic translation of the Bible. In Mishnaic phraseology it might refer to a translation from Hebrew or the Bible into any language, (v. J. Kid. 59a, where it denotes a Greek version of Aquila; Meg. II, 1; Shab. 115a), but the word *Targum* by itself was restricted to the Aramaic version of the Bible. This Aramaic translation was publically read in the synagogue, along with the original text, and rules for reading it were formulated (v. Meg. II, 1; Tosef. Meg. II, V). This practice was an ancient institution, dating back to the Second Temple, and according to Rab, going back to Ezra, v. J.E., XII, p. 57.
8. Masoroth: Tosaf and Asheri refer this to the plene and defective readings, e.g., where the 'o' is represented by *waw* (plene) and where it is missing (defective); where the 'i' is shewn by

yod, and where not. Ran simply states: the traditional readings. The term 'masorah' occurs in Ezek. XX, 37, and means 'fetter'. Thus the masorah is a fetter upon the text, i.e., it fixes its reading. In course of time it was connected with masar (to hand down), and thus came to mean traditional reading. The old Hebrew text was in all probability written without any breaks. It was the work of the Masorites to make the divisions into words, books, sections, paragraphs, etc., and fix the orthography and pronunciation. The traditionally fixed text, especially with a view to its orthography, was called masoreth; the division into sense-clauses, *pisuk te'ammim*; the traditional pronunciation, *mikra*. V. J.E. s.v. Masorah.

9. V. preceding note.
10. I.e., though these were established by the Soferim (v. [Glos.](#)) they are based on usage going back to Moses.
11. In pause (viz., an ethnahta or sof pasuk) the tone-vowels are lengthened. Since there is nothing in the lettering to indicate this grammatical change, it was the work of the Soferim to teach it.
12. Gen. XVIII, 5.
13. Num. XXXI, 2.
14. Ps. LXVIII, 26.
15. Ps. XXXVI, 7. In all these examples 'after' is strictly speaking superfluous, for the verses would have made the same sense without it (presumably by the use of the copulative). In the last example, the comparative kaf (like) is also unnecessary, being omitted in the parallel stich: thy judgements are a great deep. But they are inserted in the text in order to give it a smoother flow. Ran: In all these cases, 'after' (Heb. *ahar*). and in the last example, 'like the mountains' (Heb. *keharere*) bear a disjunctive accent, so as to elucidate the meaning. E.g., the first example (disregarding the accents) might read, 'and comfort ye your hearts after ye shall have passed', and so the other examples. The last example, owing to the disjunctive of *keharere*, is according to Ran to be translated: Thy righteousness, O God, is as (manifest as) the mountains. These disjunctives are referred to as the embellishments of the Soferim. Goldschmidt, *Nedarim* a.l. (p. 442, n. 84) observes that a copulative word has been omitted in all these texts, as is shewn by the Samaritan text and some MSS.
16. II Sam. VIII, 3.
17. Ibid. XVI, 23.
18. Jer. XXXI, 38.
19. Jer. L, 29.
20. Ruth III, 5.
21. Ibid. 17.
22. Wilna Gaon adds the following examples, given in some editions, and also in Soferim VI, 8: But

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(the children of) Benjamin would not hearken (Jud. XX, 13); Because (Heb. Ki 'al ken: ken is read but not written) the king's son is dead (II Sam. XVIII, 20); The seal of the Lord of (hosts) (II Kings XIX, 31); Adrammelech and Sharaezer (his sons) smote him (Ibid. 37).

23. II Kings V, 18.

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'these' in Now [these] are the commandments.¹ 'let him bend' in Against him that bendeth [let him bend] the bow;² 'five' in and on the south side, four thousand and five [five] hundred;³ 'if' in it is time that [If] I am thy near kinsman.⁴ The foregoing are written but not read.⁵

R. Aha b. Adda said: In the West [i.e., Palestine] the following verse is divided into three verses, viz., And the Lord said unto Moses, Lo, I come unto thee in a thick cloud, etc.⁶

R. Hama b. R. Hanina said: Moses became wealthy but from the chippings of the tablets, for it is written, Hew thee two tablets of stone like unto the first:⁷ their chips be thine.

R. Jose son of R. Hanina said: The Torah was given only to Moses and his seed, for it is written, write thee these words⁸ [and] Hew thee:⁹ just as the chips are thine so is the writing thine.¹⁰ But Moses in his generosity gave it to Israel, and concerning him it is said, He that hath a bountiful eye shall be blessed, etc.¹¹ R. Hisda objected: And the Lord commanded me at that time to teach you statutes and judgments?¹² — He commanded me, and I [passed it on] to you.¹³ [A further objection:] Behold, I have taught you statutes and judgments, even as the Lord my God commanded me?¹⁴ — He commanded me, and I taught you. Now, therefore, write this song for you!¹⁵ — This refers to the song alone.¹⁶ That this song be a witness for the against the children of Israel?¹⁷ — But only the [Scripture] dialectics [were given to Moses alone].¹⁸

R. Johanan said: The Holy One, blessed be He, causes His Divine Presence to rest only upon him who is strong, wealthy, wise and meek;¹⁹ and all these [qualifications] are deduced from Moses. Strong, for it is written, And he spread abroad the tent over the tabernacle;²⁰ and a Master said, Moses our teacher spread it; and it is also written, Ten cubits shall be the length of the board.²¹ Yet perhaps it was long and thin?²² — But [it is derived] from this verse: And I took the two tables, and cast them out of my two hands, and broke them.²³ Now, it was taught: The tablss [sic, tables] were six [handbreadths] in length, six in breadth, and three in thickness.²⁴ Wealthy, [as it is written] Hew thee, [interpreted] the chips be thine. Wise: for Rab and Samuel both said, Fifty gates of understanding were created in the world, and all but one were given to Moses, for it is said, For thou hast made him [sc. Moses] a little lower than God.²⁵ Meek, for it is written, Now the man Moses was very meek.²⁶

R. Johanan said: All the prophets were wealthy. Whence do we derive this? From Moses, Samuel, Amos and Jonah. Moses, because it is written, I have not taken one ass from them.²⁷ Now, if he meant without a hiring fee — did he then merely claim not to be one of those who take without a fee?²⁸ He must hence have meant, even with a fee.²⁹ But perhaps it was because of his poverty?³⁰ — But [it is derived] from the verse, Hew thee, etc.: the chips be thine. Samuel, because it is written, Behold here I am: witness against me before the Lord, and before his anointed: whose ox have I taken, or whose ass have I taken?³¹ Now, if he meant for nothing — did he then merely claim not to be one of those who take without payment? Hence he must have meant, even for payment. But perhaps it was due to poverty? — Rather from this verse, *And his return was to Ramah: for there was his house.*³² Whereupon Raba observed, wherever he went, his house went with him.³³ (Raba said: A greater thing is said of Samuel than of Moses: for in the case of Moses it is stated, 'I have not taken one ass from them' implying even for a fee;³⁴ but in the case of Samuel, he did not hire it even with their consent, for it is

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written, *And they said, thou hast not defrauded us, nor taken advantage of our willingness.*³⁶ Amos, because it is written, *Then answered Amos and said to Amaziah, I was no prophet, neither was I a prophet's son, but I was a herdman and a gatherer of sycamore fruit;*³⁶ which R. Joseph translated: Behold, I am the owner of flocks, and possess sycamore trees in the valley.³⁷ Jonah, as it is written [*and he found a ship going to Tarshish:*] *so he paid the fare thereof, and went down into it.*³⁸ And R. Johanan observed: He paid for the hire of the whole ship. R. Romanus said: The hire of the ship was four thousand gold *Dinarii*.

R. Johanan also said: At first Moses used to study the Torah and forget it, until it was given to him as a gift, for it is said, *And he gave unto Moses, when he had made an end of communing with him [... two tables of testimony].*³⁹

MISHNAH. AND HE MAY SUPPORT HIS WIFE AND CHILDREN, THOUGH HE [THE MUDDAR] IS LIABLE FOR THEIR MAINTENANCE.⁴⁰ BUT HE MAY NOT FEED HIS BEASTS, WHETHER CLEAN OR UNCLEAR.⁴¹ R. ELIEZER SAID: HE MAY FEED AN UNCLEAR BEAST OF HIS, BUT NOT A CLEAN ONE. THEY [THE SAGES] SAID TO HIM, WHAT IS THE DIFFERENCE BETWEEN AN UNCLEAR AND A CLEAN BEAST? HE REPLIED TO THEM, THE LIFE OF A CLEAN BEAST BELONGS TO HEAVEN, BUT THE BODY IS HIS OWN;⁴² BUT AN UNCLEAR ANIMAL

1. Deut. VI, 1. Wilna Gaon deletes this example, as in fact 'these' is read. He substitutes 'eth in As the Lord liveth ('eth — sign of the accusative) that made us this soul (Jer. XXXVIII, 16). In Heb. Zoth (this) and 'eth are similar, differing only in one letter, and this may have caused the error in the text.
2. Jer. LI, 3.
3. Ezek. XLVIII, 26.
4. Ruth III, 12.
5. Wilna Gaon adds the following examples: Ibid. XV, 21 Jer. XXXIX. These are given in Soferim VI.
6. Ex. XIX, 9. [This is not to imply that in Palestine where the whole of the Pentateuch was read in three years, most verses were

divided in two or three (v. Rappaport, Halichoth Kedem pp. 10 and 17). It only means that this was one of the few passages in which there existed a difference of division between the Palestinians and Babylonians; v. Blau, JQR, 1896, p. 143.]

7. Ex. XXXIV, 1.
8. Ibid. 27.
9. Ibid. 1.
10. The Torah is thy property.
11. Prov. XXII, 9.
12. Deut. IV, 14. This proves that it was not given to Moses for himself.
13. This is the answer, which interprets the verse thus: And the Lord commanded me at that time, (and I determined) to teach you, etc.
14. Ibid. 5.
15. Ibid. XXXI, 19. 'For you' shows that it was given to the Israelites in the first place.
16. But the rest of the Torah was originally given to Moses alone.
17. Deut. XXXI, 19. If the reference is to the song alone, how can that testify against Israel?
18. And he taught them to the people.
19. Cf. Maim. Guide, II, ch. 32. It seems strange that wealth should be regarded as a necessary qualification for prophecy. Poverty was not regarded as a fault, many of the Rabbis being poor (e.g., Hillel, before he became nasi; R. Joshua, the opponent of R. Gamaliel; R. Judah), yet were not thought of any the less. Cf. also Aboth, VI, 4. Is it possible that 'wealthy' was included in order to oppose the N.T. teachings which imply that poverty in itself is a virtue? [According to Asheri these qualifications are deemed necessary for the gift of permanent prophecy. This would explain the inclusion of wealth, which dowers its possessor with the sense of independence. the better to proclaim the word of God and which commands greater respect.]
20. Ex. XL, 19.
21. Ex. XXVI, 16. This then was the height of the tabernacle: to have spread the tent over it he must have been extremely tall, and presumably correspondingly strong.
22. In which case he would not necessarily be strong.
23. Deut. IX, 17.
24. These would be extremely heavy and require great strength to handle.
25. Ps. VIII, 6.
26. Num. XII, 3.
27. Num. XVI, 15.
28. Surely he did not pride himself on not being a thief!
29. I.e., he had no need to hire an animal, possessing so many himself. Therefore he must have been wealthy.
30. I.e., having so few possessions that he did not need one.

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31. I Sam. XII, 3.
32. Ibid. VII, 17.
33. I.e., he travelled about with all the retinue and baggage of his house: this could be done only by a wealthy man.
34. This implies that he did not compel them to hire him an ass. Yet even when he merely requested it, they might have dissimulated their unwillingness through shame and hired it to him.
35. Ibid. XII, 4.
36. Amos VII, 14.
37. Hence I have no need to turn my prophecy to professional uses. Boker, rendered in the A.V. 'herdman', is here translated 'owner of flocks'. [This is the rendering of *Targum Pseudo-Jonathan*; v. B.K. (Sonc. ed.) p. 9, n. 9.]
38. Jon. I, 3.
39. Ex. XXXI, 18. This shows that the two tables (i.e., the Torah) were made a gift to him.
40. This continues the preceding Mishnahs. Tosaf.: this applies according to the Rabbis *supra* 33b, to maintenance above the minimum necessities, which is all a husband is liable for.
41. Because a fattened animal has more value than otherwise; hence it is a direct benefit to the *muddar*.
42. I.e., since it may be eaten, he directly benefits by its fattening

Nedarim 38b

BELONGS BODY AND LIFE TO HEAVEN.¹ SAID THEY TO HIM, THE LIFE OF AN UNCLEAN BEAST TOO BELONGS TO HEAVEN AND THE BODY IS HIS. FOR IF HE WISHES, HE CAN SELL IT TO A HEATHEN OR FEED DOGS WITH IT.

GEMARA. R. Isaac b. Hananiah said in R. Huna's name: He who is under a vow not to benefit from his neighbor may give him his daughter in marriage. R. Zera pondered thereon: What are the circumstances? If the property of the bride's father is forbidden to the bridegroom, — is he not giving him a servant to serve him?² If again the bridegroom's property is forbidden to the father of the bride³ — but even a greater thing was said: HE MAY SUPPORT HIS WIFE AND CHILDREN. THOUGH HE [THE MUDDAR] IS LIABLE FOR THEIR MAINTENANCE;⁴ then you say, He may give him his daughter in marriage! — After all, this refers to the case where the property of the

father of the bride is forbidden to the bridegroom, but this treats of his daughter, a Bogereth,⁵ [who marries] at her own desire. It was taught likewise: He who is under a vow not to benefit from his neighbor may not give him his daughter in marriage; but he may permit his daughter, a Bogereth, to marry him at her own desire.

R. Jacob said: If a man imposes a vow on his son [to do no service for him], in order that his son may study,⁶ the latter may fill a barrel of water and light the lamp for him.⁷ R. Isaac said: He is permitted to broil him a small fish.

R. Jeremiah said in R. Johanan's name: If a man is under a vow not to benefit from his neighbor, the latter may offer him the cup of peace. What is that? — Here [in Babylon] it has been interpreted, the cup drunk in the house of mourning.⁸ In the West [Palestine] it was said: the cup of the baths.⁹

BUT HE MAY NOT FEED HIS BEASTS, WHETHER, etc. It was taught: Joshua of 'Uzza said: He may feed his Canaanitish [i.e., heathen] bondmen and bondwomen, but not his beasts, whether clean or unclean. Why so? Because slaves are for service;¹⁰ beasts are for fattening.

MISHNAH. IF ONE IS FORBIDDEN TO BENEFIT FROM HIS NEIGHBOR, AND HE PAYS HIM A VISIT [IN SICKNESS] HE MUST STAND, BUT NOT SIT; HE MAY AFFORD HIM A CURE OF LIFE, BUT NOT A CURE OF MONEY.¹¹

1. Since it may not be eaten, he does not benefit through its fattening.
2. Why is it then permitted? This is on the assumption that the reference is to a Na'arah, (v. [Glos.](#)), whose labour belongs to her father, and who in turn transfers it to her husband.
3. And R. Huna teaches that he may marry his daughter, though by maintaining her he indirectly benefits her father.
4. So that he could support his daughter even when under her father's roof, and he is not considered as thereby benefiting her father. Surely then it is only too obvious that he may marry her.

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5. Over twelve years and six months and one day of age. She is no longer under her father's authority, and the profits of her labour belong to herself.
6. Without interruption.
7. For presumably his vow was not directed against such trifling services, which require very little time.
8. It was customary to drink a special mourner's cup at the meals in a mourner's house. Keth. 8b.
9. It was the custom to drink a cup of some beverage after a hot bath.
10. Consequently their master does not gain anything when one feeds them. This refer, to extra food over the slave's requirements. — Ran.
11. The meaning of this is discussed on 42b.

Nedarim 39a

GEMARA. What are the circumstances? If the visitor's property is forbidden to the invalid, he may even sit? Whilst if the invalid's property is forbidden to the visitor, he may not even stand?¹ — Said Samuel: In truth, it means that the visitor's property is forbidden to the invalid, and applies to a place where a fee is received for sitting [with an invalid], but not for standing.² How state this definitely?³ — He [the Tanna] teaches us thus: that even where it is customary to take a fee for visiting, one may receive it only for sitting, but not for standing.⁴ An alternative answer is this: Just as R. Simeon maintained [elsewhere] that it is feared that he may tarry a long time whilst standing,⁵ so here too it is feared that he may stay a long time if he sits.⁶ 'Ulla said: After all it means that the invalid's property is forbidden to the visitor, for⁷ he did not vow where it affects his health.⁸ If so, he may sit too? — Because he can stand.⁹

An objection is raised: If he fell sick, he may enter to visit him; if his son became ill, he may inquire [after his health] in the street.¹⁰ Now this is well according to 'Ulla, who maintains that it means that the invalid's property is forbidden to the visitor, for he did not vow where it affects his own health.¹¹ But on Samuel's explanation, that the visitor's property is forbidden to the invalid, what is the difference between himself and his son? —

He can answer you: Our Mishnah means that the invalid may not benefit from the visitor; in the Baraitha, the case is reversed. How state this definitely?¹² — Said Raba:

1. For by standing in his house he is regarded as benefiting.
2. It was customary to have companions or visitors for invalids, to cheer them up. Therefore if the visitor gives the invalid his company without accepting a fee, he is benefiting him.
3. That money is paid for sitting and not for standing.
4. One who sits presumably stays a long time; but one who stands pays only a fleeting visit, and hence may not receive a fee.
5. V. 42b.
6. I.e., the Mishnah refers to an invalid who is forbidden to benefit from the visitor. The visitor may not sit, lest he stay a long time, which is certainly a benefit to the invalid.
7. Generally the Heb. kegon states a particular instance. Here, however, it introduces a general statement. — Rashi, Ran, and Asheri.
8. The invalid never intended that his neighbor should be so stringently forbidden to benefit from him as not even to stand in his house to cheer him up in his illness.
9. For the invalid would not have the visitor benefit from him more than is strictly necessary.
10. But not enter his house.
11. Therefore, if his son fell sick, the visitor may not enter his house, because it is to be assumed that the question of his son's health did not come into consideration at the time of the vow.
12. On what grounds is this difference based?

Nedarim 39b

Our Mishnah presents a difficulty to Samuel: Why particularly teach that he may stand but not sit? Hence it must refer to a case where the invalid is forbidden to benefit from his visitor.¹

Resh Lakish said: Where is visiting the sick indicated in the Torah? In the verse, If these men die the common death of all men, or if they be visited after the visitation of all men, etc.² How is it implied? — Raba answered: [The verse means this:] If these men die the common death of all men, who lie sick a-bed and men come in and visit them, what will people say? The Lord hath not sent me³ for this [task]. Raba expounded: But if the Lord

NEDORIM – 2a-45a

make a new thing:⁴ if the Gehenna⁵ is already created, 'tis well: if not, let the Lord create it. But that is not so, for it was taught: Seven things were created before the world, viz., The Torah, repentance, the Garden of Eden, Gehenna, the Throne of Glory, the Temple, and the name of the Messiah. The Torah, for it is written, The Lord possessed me [sc. the Torah] in the beginning of his way, before his works of old.⁶ Repentance, for it is written, Before the mountains were brought forth, or ever thou hadst formed the earth and the world ... Thou turnest man to destruction, and sayest, Repent, ye sons of men.⁷ The Garden of Eden, as it is written, And the Lord God planted a garden in Eden from aforetime.⁸ Gehenna, as it is written, For Tophet⁹ is ordained of old.¹⁰ The Throne of Glory, as it is written, Thy Throne is established from of old.¹¹ The Temple, as it is written, A glorious high throne from the beginning is the place of our sanctuary.¹² The name of the Messiah, as it is written, His name [sc. of Messiah] shall endure for ever, and [has existed] before the sun!¹³ — But Moses said thus: If a mouth has already been created for it [sc. Gehenna], 'tis well; if not, let the Lord create one. But is it not written, There is no new thing under the sun?¹⁴ — He said thus: If the mouth is not near to this spot, let it draw near.

Raba, or as others say, R. Isaac, lectured: What is meant by, The sun and the moon stood still in their zebul?¹⁵ What were they doing in the zebul, seeing that they were set in the raki'a?¹⁶ This teaches that the sun and the moon ascended from the raki'a to the zebul and exclaimed before Him, 'Sovereign of the Universe! If thou wilt execute judgment for Amram's son,¹⁷ we will give forth our light; if not, we will not shine.' In that moment He shot spears and arrows at them. 'Every day,' He rebuked them, 'men worship you, and yet you give your light. For My honor you do not protest, yet you protest for the honor of flesh and blood.' [Since then,] spears and arrows are shot at them every day before they consent to shine,¹⁸ as it is written, And at the light of thy arrows they go, etc.¹⁹

It was taught: There is no measure for visiting the sick. What is meant by, 'there is no measure for visiting the sick?' R. Joseph thought to explain it: its reward is unlimited. Said Abaye to him: Is there a definite measure of reward for any precept? But we learnt: Be as heedful of a light precept as of a serious one, for thou knowest not the grant of reward for precepts? But Abaye explained it: Even a great person must visit a humble one. Raba said: [One must visit] even a hundred times a day. R. Abba son of R. Hanina said: He who visits an invalid takes away a sixtieth of his pain.²⁰ Said they to him: If so, let sixty people visit him and restore him to health? — He replied: The sixtieth is as the tenth spoken of in the school of Rabbi, and [providing further that] he [the visitor] is of his affinity.²¹ For it was taught: Rabbi said: A daughter who enjoys maintenance from her brothers' estate receives a tenth of the estate.²² Said they to Rabbi: If so, if a man leaves ten daughters and one son, the latter receives nothing! He replied: The first [to marry] receives a tenth of the estate; the second, a tenth of the residue; the third, a tenth of what remains. [Now, if they all married at the same time], they redivide equally.²³

R. Helbo fell ill. Thereupon R. Kahana went and proclaimed:

1. It is certainly true that one who forbids his neighbor to benefit from him does not do so at the cost of his own health. But then he would draw no distinction between standing and sitting, and would desire the visitor to have the benefit of sitting in his house too. Hence on 'Ulla's interpretation the distinction in the Mishnah is wrong; therefore Samuel reverses it.
2. Num. XVI, 29.
3. Ibid.
4. Ibid. 30.
5. V. p. 19, n. 6.
6. Prov. VIII, 22.
7. Ps. XC, 2f. 'Before', etc. applies to 'Repent'.
8. Gen. II, 8.
9. Another name for Gehenna.
10. Isa. XXX, 33.
11. Ps. XCIII, 2.
12. Jer. XVII, 12.
13. Ps. LXXII, 17. Now, according to this, Gehenna was definitely created before the world; how then could Moses be doubtful? — The general

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idea of this Baraitha is that these things are the indispensable prerequisites For the orderly progress of mankind upon earth. The Torah, the supreme source of instruction, the concept of repentance, in recognition that 'to err is human', and hence, if man falls, he needs the opportunity to rise again; the garden of Eden and the Gehenna symbolising reward and punishment, which, without conceding a purely utilitarian basis for ethical striving, are nevertheless powerful incentives thereto; the Throne of Glory and the Temple, indicating that the goal of creation is that the kingdom of God (represented by the Temple) should be established on earth as it is in Heaven; and finally, the name of Messiah, the assurance that God's purpose shall be eventually achieved.

14. Ecc. I, 9.
15. Hab. III, 11.
16. According to tradition, there are seven heavens, zebul being one.
17. By punishing Korah and his confederates.
18. Accepting the Almighty's rebuke, they refuse to shine, because of the insult to His glory, until they are forced to.
19. Ibid.
20. A variant: his sickness.
21. As the invalid. Born under the same planetary influence, Asheri; Rashi (and last.) 'of the same age'.
22. She can, on marriage, demand a tenth of the estate for a dowry and trousseau. V. Keth. 68a.
23. I.e., after taking one tenth of the estate, and another a tenth of what is left, and a third likewise, etc., they pool the lot together, and divide it equally. — Thus here too, the first visitor with the same affinity takes away a sixtieth of the sickness; the second a sixtieth of the remainder, and so on. Hence he would not be completely cured.

Nedarim 40a

R. Helbo is sick. But none visited him. He rebuked them [sc. the scholars], saying, 'Did it not once happen that one of R. Akiba's disciples fell sick, and the Sages did not visit him? So R. Akiba himself entered [his house] to visit him, and because they swept and sprinkled the ground before him,¹ he recovered. 'My master,' said he, 'you have revived me!' [Straightway] R. Akiba went forth and lectured: He who does not visit the sick is like a shedder of blood.

When R. Dimi came,² he said: He who visits the sick causes him to live, whilst he who does

not causes him to die. How does he cause [this]? Shall we say that he who visits the sick prays³ that he may live, whilst he who does not prays that he should die, — 'that he should die!' can you really think so? But [say thus:] He who does not visit the sick prays neither that he may live nor die.⁴

Whenever Raba fell sick, on the first day he would ask that his sickness should not be made known to any one lest his fortune be impaired.⁵ But after that, he said to them [his servants], 'Go, proclaim my illness in the market place, so that whoever is my enemy may rejoice, and it is written, Rejoice not when thine enemy falleth ... Lest the Lord see it, and it displeases him, and he turn away his wrath from him.⁶ whilst he who loves me will pray for me.

Rab said: He who visits the sick will be delivered from the punishments of Gehenna, for it is written, Blessed is he that considereth the poor: the Lord will deliver him in the day of evil.⁷ 'The poor' [dal] means none but the sick, as it is written, He will cut me off from pining sickness [mi-dalah];⁸ or from this verse: Why art thou so poorly [dal], thou son of the King?⁹ Whilst 'evil' refers to Gehenna, for it is written, The Lord hath made all things for himself' Yea, even the wicked for the day of evil.¹⁰ Now, if one does visit, what is his reward? [You ask,] 'what is his reward?' Even as hath been said; 'he will be delivered from the punishment of Gehenna!' — But what is his reward in this world? — The Lord will preserve him, and keep him alive, and he shall be blessed upon the earth; and thou wilt not deliver him unto the will of his enemies.¹¹ 'The Lord will preserve him'. — from the Evil Urge, 'and keep him alive' — [saving him] from sufferings; 'and he shall be blessed upon the' earth,' — that all will take pride in him;¹² 'and the wilt not deliver him unto the will of his enemies', — that he may procure friends like Naaman's, who healed his leprosy; and not chance upon friends like Rehoboam's, who divided his kingdom.

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It was taught: R. Simeon b. Eleazar said: If the young tell you to build, and the old to destroy, hearken to the elders, but hearken not to the young, for the building of youth is destruction, whilst the destruction of the old is building. And a sign for the matter is Rehoboam the son of Solomon.¹³

R. Shisha son of R. Idi said: One should not visit the sick during the first three or the last three hours [of the day], lest he thereby omit to pray¹⁴ for him. During the first three hours of the day his [the invalid's] illness is alleviated; in the last three hours his sickness is most virulent.¹⁵

Rabin said in Rab's name: Whence do we know that the Almighty sustains the sick? From the verse, The Lord will strengthen him upon the bed of languishing.¹⁶ Rabin also said in Rab's name: Whence do we know that the Divine Presence rests above an invalid's bed? From the verse, The Lord doth set himself upon the bed of languishing.¹⁷ It was taught likewise: He who visits the sick must not sit upon the bed, or on a stool or a chair, but must [reverently] robe himself and sit upon the ground, because the Divine Presence rests above an invalid's bed, as it is written, The Lord doth set himself upon the bed of languishing.

Rabin also said in Rab's name: [The swelling of] the Euphrates testifies abundantly to rain in the West.¹⁸ Now, he disagrees with Samuel, who said: A river increases [in volume] from its bed.¹⁹ Now, Samuel is self-contradictory. For Samuel said: Running water does not purify,

1. Asheri: R. Akiba, finding the chamber neglected, gave the necessary orders.
2. From Palestine.
3. Lit., 'begs mercy for him'.
4. Through the lack of his prayers, which might have been accepted, he is said to cause his death.
5. If his illness became known, people might talk about it and thus affect his fate (Rashi).
6. Prov. XXIV, 17f.
7. Ps. XLI, 2.
8. Isa. XXXVIII, 12.
9. II Sam. XIII, 4.

10. Prov. XVI, 4.
11. Ps. XLI, 3.
12. Lit., 'all will be honored in him' — he will be a source of pride to all.
13. His elder councillors advised him to submit to the malcontents, thus apparently weakening his authority; whilst his young friends advised him to strengthen his rule by rejecting their demands. As a result of listening to the young men his kingdom was split. Kings XII.
14. Lit., 'dismiss' his mind from mercies.
15. Consequently, a visitor in the first three hours may think him on the road to recovery, and consider prayer unnecessary; in the last three hours, on the other hand, he may feel that prayer is hopeless.
16. Ps. XLI, 4.
17. This is another rendering of the same verse. Rashi suggests another interpretation; for yisa'denu, meaning 'he will strengthen him', read yesharenu, 'he will abide with him'.
18. Palestine. When it rains in Palestine, which is higher than Babylon, the water flows down and causes the swelling of the Euphrates. This is another way of saying that the rise of a river is due to the rains. The practical bearing of this on ritual law is discussed below.
19. Lit., 'From its rock': though it appears to swell through the rains, actually more water gushes upwards from the river bed than is added by the rain,

Nedarim 40b

except the Euphrates in Tishri.¹ Samuel's father made mikwoath for his daughters in Nisan² and had mats set for them in the days of Tishri.³

R. Ammi said in Rab's name: What is meant by the verse, Therefore, thou son of man, prepare thee stuff for removing?⁴ This is a lamp, plate and

1. Tishri is the seventh month of the Jewish year, generally coinciding with September-October. If a Mikweh (ritual bath) is made of collected rain water, it is efficacious only if its water is still, not running or flowing. On the other hand, a well or spring with its water gushing forth from its source is efficacious even when it flows onward. Now, during the whole year, the river may contain more rain water or melted snow than its own natural waters; consequently, it is all considered as rain water, which does not cleanse when in a running state. But in Tishri the rains have ceased, nor is there any melted snow in the river. Then it is like a well or

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spring, and even though running its water is efficacious for ritual cleansing. Now, according to this, the river's rise is caused mainly by rain. This conflicts with the view that at all times the water from its source is more.

2. Nisan, the first Jewish month, corresponding to March-April. As the river is then swollen by rain, he did not permit them to take their ritual bath in the running river, but made special enclosed baths for them.
3. In Tishri they performed their ablutions in the river. Now the bed of the river is miry, and should the feet sink into it, the water cannot reach them and the immersion is invalid; he therefore placed mats in the river bed for them to stand on. Ran gives another explanation: He hung up mats on the shore to serve as a screen, For modesty. [Obermeyer *op. cit.* p. 418: he set up for them tents made of reeds]. On both explanations this story is mentioned here in support of Samuel's second dictum.
4. Ezek. XII, 3.

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a rug.¹

[And thou shalt serve thine enemies ...] in want of all things.² R. Ammi said in Rab's name: This means without a lamp or table. R. Hisda said: Without a wife; R. Shesheth said: Without an attendant; R. Nahman said: Without knowledge. A Tanna taught: Without salt or fat. Abaye said: We have it on tradition that no one is poor save he who lacks knowledge. In the West [Palestine] there is a proverb: He who has this, has everything; he who lacks this, what has he? Has one acquired this, what does he lack? Has he not acquired this, what does he possess?

R. Alexandri said in the name of R. Hiyya b. Abba: A sick man does not recover from his sickness until all his sins are forgiven him, as it is written, Who forgiveth all thine iniquities; who healeth all thy diseases.³ R. Hamnuna said: He [then] returns to the days of his youth, for it is written, His flesh shall be fresher than a child's: he shall return to the days of his youth.⁴

Thou hast turned his bed in his sickness.⁵ R. Joseph said: This means that he forgets his learning. R. Joseph fell ill and forgot his

learning; but Abaye restored it to him. Hence it is frequently stated that R. Joseph said, 'I have not heard this law,' and Abaye reminded him, 'You yourself did teach it to us and did deduce it from this particular Baraitha.'

When Rabbi had studied his teaching in thirteen different interpretations, he taught R. Hiyya only seven of them. Eventually Rabbi fell sick [and forgot his learning]. Thereupon R. Hiyya restored to him the seven versions which he had taught him, but the other six were lost. Now, there was a certain fuller who had overheard Rabbi when he was studying them himself; so R. Hiyya went and learned them from the fuller, and then repeated these before Rabbi. When Rabbi met him, he said to him, 'Thou hast taught⁶ both R. Hiyya and myself'. Others say that he spoke thus to him: 'Thou hast taught R. Hiyya, and he has taught me.

R. Alexandri also said in the name of R. Hiyya b. Abba: Greater is the miracle wrought for the sick than for Hananiah, Mishael and Azariah. [For] that of Hananiah, Mishael and Azariah [concerned] a fire kindled by man, which all can extinguish; whilst that of a sick person is [in connection with] a heavenly fire,⁷ and who can extinguish that?

R. Alexandri also said in the name of R. Hiyya b. Abba, — others state, R. Joshua b. Levi said: When a man's end has come, all have dominion over him, for it is written, And it will be that whosoever findeth me will slay me.⁸ Rab deduced it from this verse: They stand forth this day to receive thy judgments: for all are thy servants.⁹

Rabbah b. Shila was told that a tall man had died. [Now it happened thus:] This man was riding on a little mule and when he came to a bridge, the mule shied and threw the man, and he was killed. Thereupon Rabbah applied to him the verse, They stand forth this day to receive thy judgments, etc.

Samuel saw a scorpion borne by a frog across a river, and then stung a man, so that he died.

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Thereupon Samuel quoted, They stand forth this day to receive thy judgments, etc.¹⁰

Samuel said: Only a sick person who is feverish¹¹ may be visited. What does this exclude? It excludes those concerning whom it has been taught by R. Jose b. Parta in R. Eliezer's name, viz., One must not visit those suffering with bowel [trouble], or with eye disease, or from headaches. Now the first is well, the reason being through embarrassment;¹² but what is the reason of the other two? — On account of Rab Judah's dictum, viz., Speech is injurious to the eyes and to [people suffering from] headaches.¹³

Raba said: Feverishness, were it not a forerunner of the angel of death,¹⁴ it would be as salutary

1. These are the minimum requisites of a wanderer.
2. Deut. XXVIII, 48.
3. Ps. CIII, 3.
4. Job XXXIII, 25.
5. Ps. XLI, 4.
6. Lit., 'made'.
7. I.e., his temperature rises.
8. Gen. IV, 14; thus Cain, thinking that his end had arrived, recognised that everything would have power to slay him.
9. Ps. CXIX, 91. I.e., all become servants to carry out God's judgment of doom.
10. Though a scorpion cannot swim, he was carried across by the frog, in order to fulfil God's judgment.
11. Lit., 'when he is wrapped in heat'.
12. He has his bowels frequently moved.
13. This is the reading of Asheri; cur. edd. add, 'and is good for fever' and Wilna Gaon amends likewise.
14. Both in the Bible and in the Talmud death is regarded as coming to man through an angel. Thus we find mention of the 'angel of the Lord' destroying 185,000 men in the Assyrian camp (II Kings XIX, 35); the destroying angel (II Sam. XXIV, 15); 'the angel of the Lord' whom David saw standing 'between the earth and the heaven, having a drawn sword in his hand stretched out over Jerusalem' (I Chron. XXI, 15). In the Talmud this angel is frequently referred to, and he was conceived as causing death by dropping gall into the mouth of the victim; 'A.Z. 20b; v. J.E. IV, 480ff.

once in thirty days as thorns which surround [and protect] a palm tree, and as theriak¹ to the body² R. Nahman b. Isaac said: [I want] neither it nor its theriak.

Rabbah b. Jonathan said in R. Jehiel's name: 'Arsan is beneficial for healing the sick. What is 'arsan? — Said R. Jonathan: Old peeled barley which sticks to the sieve.³ Abaye observed: They require boiling as the flesh of an ox. R. Joseph said: It is fine barley flour which sticks to the sieve; [whereupon] Abaye remarked: It needs as much boiling as the flesh of an ox.

R. Johanan said: We must not visit one afflicted with burdam,⁴ nor mention its [real] name. What is the reason? — R. Eleazar said: Because it is like a gushing well.⁵ R. Eleazar also said: Why is it called burdam? Because it is a gushing well.⁶

THE LATTER MAY AFFORD HIM A CURE OF LIFE BUT NOT A CURE OF MONEY. What does this mean? Shall we say that 'A CURE OF LIFE' means without payment, and 'A CURE OF MONEY' is for a fee?⁷ Then let him [the Tanna] state: He may heal him without payment, but not for a fee? — But by 'A CURE OF LIFE' his own person is meant: whilst 'A CURE OF MONEY' refers to his cattle.⁸ R. Zutra b. Tobiah said in Rab's name: Nevertheless he may tell him: this drug is beneficial for it, that drug is injurious for it.

MISHNAH. HE MAY BATHE TOGETHER WITH HIM IN A LARGE BATH, BUT NOT IN A SMALL ONE,⁹ HE MAY SLEEP IN A BED WITH HIM. R. JUDAH SAID: [ONLY] IN SUMMER, BUT NOT IN WINTER, BECAUSE HE [THEREBY] BENEFITS HIM.¹⁰ HE MAY RECLINE ON A COUCH¹¹ OR EAT AT THE SAME TABLE WITH HIM¹² BUT NOT OUT OF THE SAME DISH;¹³ BUT HE MAY DINE WITH HIM OUT OF A BOWL WHICH RETURNS.¹⁴

GEMARA. It was taught: He may not bathe together with him in a bath, or sleep in a bed with him, whether large or small: this is R. Meir's ruling. R. Judah said: A large one in

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winter, and a small one in summer are permitted.¹⁵ He may bathe with him in a large bath, and may take a hot air bath with him [even] in a small one.¹⁶ He may recline on a couch with him, and eat at the same table, but not out of the same dish. Yet he may eat out of the same bowl that returns. R. Jose b. Hanina said: that means the bowl that returns to the host.¹⁷

MISHNAH. HE MAY NOT EAT WITH HIM OUT OF THE BOWL PUT BEFORE WORKMEN,¹⁸ NOR MAY HE WORK WITH HIM ON THE SAME FURROW: THIS IS R. MEIR'S VIEW. BUT THE SAGES SAY: HE MAY WORK, PROVIDED HE IS AT A DISTANCE.

GEMARA. There is no dispute at all that they may not work near [each other]. They differ only in reference to [working at] a distance. R. Meir maintains: We forbid at a distance as a preventive measure on account of nearby, for he [the maddir] softens the ground before him; while the Rabbis hold: We do not enact a preventive measure.

1. A certain compound believed to be an antidote against poisonous bites.
2. I.e., the fever has a purging and purifying effect on the body.
3. On account of its fatness. Lit., 'of the top of the sieve'.
4. Dysentery, bloody flux; Rashi quotes a version *burdas*.
5. Not to shame the one afflicted with it.
6. The word is a compound; *bor dam*, a well of blood.
7. LIFE, Heb. *nefesh*. will then be the equivalent of desire (*nefesh* in Heb. sometimes bears that meaning, c.g., Gen. XXIII, 8: If it be your desire, Heb. *nafshekem*), i.e., of his own free will. The Mishnah then will refer to the doctor being a *muddar* (v. [Glos.](#)), who may not accept a fee from the invalid.
8. Hence, *nefesh* in the Mishnah is translated 'his soul', i.e., himself, whilst *mamon* (money) refers to his chattels. According to this interpretation the invalid is the *muddar*; nevertheless, the saving of life overrules other considerations. This is so, even if another doctor is available, for the skill of the first may be greater. In fact, the prohibition to heal his cattle holds good only if another doctor can be obtained, — Ran.

9. In a small one his own body perceptibly raises the level of the water, and also adds to its heat; he thereby benefits him.
10. By adding warmth.
11. Even in winter, as no benefit is gained.
12. This is not forbidden lest he eat of the other's portion.
13. A large bowl was sometimes placed on the table, from which all ate. The *maddir* and the *muddar* may not eat out of the same bowl, lest the former take too little from it and thereby benefit the latter.
14. This is explained in the Gemara.
15. In the first case the warmth is not appreciably increased, whilst in the second the increase is of no advantage.
16. The addition of heat there being of no benefit.
17. I.e., there is so much in it that it goes back to the host unemptied. Another meaning: that continually goes back to the host to be replenished. In that case the *maddir* does not benefit the *muddar* by taking a small portion.
18. The employer used to provide a large bowl of food for his workmen, out of which they all ate.

Nedarim 42a

MISHNAH. HE WHO IS FORBIDDEN BY VOW TO BENEFIT FROM HIS NEIGHBOR, [IF THE VOW WAS IMPOSED] BEFORE THE SEVENTH YEAR,¹ MAY NOT ENTER HIS FIELD [IN THE SEVENTH YEAR]² NOR TAKE OF THE OVERHANGING [FRUIT].³ BUT IF [THE VOW WAS IMPOSED] IN THE SEVENTH YEAR, HE MAY NOT ENTER HIS FIELD, BUT MAY EAT OF THE OVERHANGING BRANCHES.⁴ IF HE WAS [MERELY] FORBIDDEN IN RESPECT OF FOOD [BUT NOT ALL BENEFIT], [AND THE VOW WAS IMPOSED] BEFORE THE SEVENTH YEAR, HE MAY ENTER HIS FIELD, BUT MAY NOT EAT OF ITS FRUITS; BUT [IF IT WAS IMPOSED] IN THE SEVENTH YEAR, HE MAY ENTER [HIS FIELD] AND EAT [OF ITS FRUITS].

GEMARA. Rab and Samuel both ruled: [If one says to his neighbor], 'This my property [be forbidden] to you', [if he vowed] before the seventh year, he may not enter his field or take of the overhanging [fruits] even when the seventh year arrives. But if he vowed in the seventh year, he may not enter his field, yet may enjoy the overhanging [fruits]. R. Johanan and Resh Lakish both maintained [If

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one says to his neighbor,] 'This my property [be forbidden] to you'; [if he vowed] before the seventh year he may neither enter his field nor eat of the overhanging [fruits]; when the seventh year arrives, he may not enter his field, yet may eat of the overhanging [fruits].

Shall we say that they differ in this: Rab and Samuel hold that a man can prohibit [unto others] that which is in his ownership, [for the prohibition to be effective] even after it passes out of his ownership;⁵ whilst R. Johanan and Resh Lakish maintain: One cannot prohibit [unto others] that which is in his ownership [for the prohibition to continue even] after it leaves his ownership? Now can you reason so? Does anyone rule that a person cannot declare prohibited that which is his, even after it passes out of his ownership? If so, let them differ with reference to 'this property [be forbidden, etc.],' and how much more so would it apply to 'this my property!'⁶ Moreover, we have learnt that a person can declare prohibited that which is in his ownership for even after it leaves his ownership. For we learnt: If one says to his son, 'Konam, if you benefit from me,' — if he dies, he inherits him.⁷ [But if he explicitly stipulates] during his lifetime and after his death,

1. Lev. XXV, 1-7. The seventh year was called the year of release. The land was not to be ploughed or sowed, and its crops, with certain reservations, were free to all.
2. To gather of its crops, since he is forbidden 'the treading of the foot'. Cf. Mishnah on 32b.
3. I.e., if the maddir has a tree close to his boundary, and the fruit overhangs the muddar's field, so that it is possible for the muddar to take of the fruit without entering the maddir's land, he is still forbidden to do so.
4. [Omitted in the printed Mishnayoth version].
5. Consequently, though in the seventh year the crops do not belong exclusively to their owner, being free to all, yet the vow made before retains its validity, forbidding the muddar to take even of the overhanging fruits.
6. I.e., even if one says, 'This property be forbidden to you', R. Johanan and Resh Lakish maintain that the vow is ineffective for the seventh year, when the crops are no longer his. The same will hold good with even greater force, if he vows 'this my property', etc., for in that case he appears to limit the incidence of the vow to the period in which it is his.

7. For it is his by right.

Nedarim 42b

if he dies he does not succeed him! — Here it is different, because he [explicitly] stated during his lifetime and after his death.¹ Yet at all events there is a difficulty?² — But [explain the dispute thus:] There is no dispute at all in respect of 'this property, etc.'³ They differ [only] in respect of 'My property, etc.' Rab and Samuel maintain: There is no difference between 'This property' or 'my property': one can prohibit [for all time]. But R. Johanan and Resh Lakish maintain: [By saying,] 'This property,' he can prohibit; my property,' he cannot prohibit. But does anyone maintain that there is no difference between 'this property' and 'my property'? But we learnt: If one says to his neighbor, 'Konam, if I enter your house,' or 'if I purchase your field,' and then the owner dies or sells it, he is permitted [to enter or buy it]. [But if he says, 'Konam], if I enter this house', or 'if I purchase this field,' and the owner dies or sells it, he is forbidden! — But [explain thus:] R. Johanan and Resh Lakish refer to 'my property'; Rab and Samuel to 'this property': and they do not differ.

BUT [IF THE VOW WAS IMPOSED] IN THE SEVENTH YEAR, HE MAY NOT ENTER HIS FIELD, etc. Why may he eat of the overhanging [fruits] — because they are [now] ownerless?⁴ — Said 'Ulla: This refers to trees standing on the border.⁵ R. Simeon b. Eliakim said: It is forbidden lest he stand and linger there.⁶

MISHNAH. HE WHO IS FORBIDDEN BY VOW TO BENEFIT FROM HIS NEIGHBOR MAY NEITHER LEND TO HIM NOR BORROW FROM HIM NOR ADVANCE HIM OR RECEIVE FROM HIM A LOAN.⁷ HE MAY NEITHER SELL TO NOR PURCHASE FROM HIM.

1. But otherwise it may well be that the validity of a vow ceases when its subject is no longer under the control of the maddir.
2. Sc. the first.

NEDORIM – 2a-45a

3. The vow remains valid even in the seventh year.
4. In the sense that every person has the right to enter and take of its crops.
5. Therefore, since it is unnecessary to enter the field, it is not ownerless.
6. The land is ownerless only in respect of entering and taking its crops: this done, it reverts to its real owner. But we fear that the muddar, having eaten his fill, may tarry there, which is forbidden to him.
7. Yalwenu (lawah) and yash'ilenu (sha'al) refer to money and utensils respectively.

Nedarim 43a

GEMARA. As for 'HE MUST NOT LEND TO HIM,' that is well, since he [thereby] benefits him. But 'HE MUST NOT BORROW FROM HIM' — how does he benefit him? Further, [even] 'HE MUST NOT RECEIVE A LOAN FROM HIM' and 'HE MUST NOT PURCHASE FROM HIM' are well, since he [the muddar] may benefit.¹ But 'HE MUST NOT BORROW FROM HIM': how does he [the muddar] benefit? — Said R. Jose son of R. Hanina: It means e.g., that they made a vow not to benefit from one another. Abaye answered: He is forbidden to borrow, lest he also lend, and the same applies to the other clauses.²

MISHNAH. IF ONE SAYS TO ANOTHER, 'LEND ME YOUR COW, TO WHICH THE OTHER REPLIES, 'IT IS NOT FREE'; WHEREUPON HE EXCLAIMS, 'KONAM, IF I EVER PLOUGH MY FIELD WITH IT', IF HE GENERALLY PLOUGHED HIMSELF, HE IS FORBIDDEN,³ BUT OTHERS ARE PERMITTED. BUT IF HE DID NOT GENERALLY PLOUGH HIMSELF, HE AND ALL MEN ARE FORBIDDEN.⁴ IF ONE IS FORBIDDEN BY VOW TO BENEFIT AUGHT FROM HIS NEIGHBOR, AND HE HAS NAUGHT TO EAT, HE [THE MADDIR] CAN GO TO THE SHOPKEEPER AND SAY, SO-AND-SO IS FORBIDDEN BY VOW TO BENEFIT AUGHT FROM ME, AND I DO NOT KNOW WHAT TO DO'. THE SHOPKEEPER MAY THEN SUPPLY HIM, AND COME AND RECEIVE PAYMENT FROM HIM [THE MADDIR]. IF HE HAD HIS [THE MUDDAR'S] HOUSE TO BUILD, OR HIS FENCE TO ERECT, OR HIS FIELD TO REAP, HE [THE MADDIR] MAY GO TO LABOURERS,

AND SAY, 'SO-AND-SO IS FORBIDDEN BY VOW TO BENEFIT AUGHT FROM ME, AND I DO NOT KNOW WHAT TO DO.' THERE UPON THEY WORK FOR HIM [THE MUDDAR]. AND COME AND RECEIVE WAGES FROM HIM [THE MADDIR]. IF THEY ARE WALKING TOGETHER ON THE ROAD, AND HE [THE MUDDAR] HAS NOTHING TO EAT, HE [THE MADDIR] CAN MAKE A GIFT TO A THIRD PERSON, AND HE [THE MUDDAR] IS PERMITTED [TO HAVE] IT. IF THERE IS NO OTHER WITH THEM, HE PLACES IT ON A STONE OR A WALL, SAYING, 'THIS IS FREE TO WHOMEVER DESIRES IT'; AND THE OTHER TAKES AND EATS IT. BUT R. JOSE FORBIDS THIS.

GEMARA. R. Johanan said, what is R. Jose's reason? He maintains that Hefker⁵ is like a gift: just as a gift [is not valid] until it passes from the possession of the giver into that of the receiver, so Hefker too [is not valid] until it passes into the ownership of him who acquires it.⁶ R. Abba objected: And the other [the muddar] takes and eats it; but R. Jose forbids this. Said R. Jose: When is that? If the vow preceded his renunciation;

1. For the maddir may borrow worn coins, and return new ones. As the value of coins depended to some extent on their weight, the muddar would benefit. Likewise, the maddir may not purchase an article for which there is no demand, and for the same reason.
2. By 'other clauses' the reference is only to borrowing money. — Asheri.
3. To plough the field with that cow, if it is subsequently lent to him.
4. For his vow must have referred to others.
5. V. [Glos.](#)
6. I.e., when a person declares a thing to be Hefker, it does not immediately cease to be his, but remains his property until taken. Thus the muddar takes the maddir's food.

Nedarim 43b

but if his renunciation preceded his vow, it is permitted. Now if you say [that it belongs to the first owner] until it comes into the possession of him who acquires it, what does it matter whether his vow preceded his renunciation or the reverse? — He raised the

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objection and answered it himself: He who vows has no thought of what he has renounced.

Raba objected: [If the dying person assigned part [of his property] to the first, and all of it to the second, [and then recovered,] the first acquires, but not the second!¹ But Raba said, This is R. Jose's reason: It is a preventive measure, on account of the gift of Beth Horon.²

It was taught: If one declares his field Hefker: he can retract within the first three days, but not after.³

1. V. B.B. 148b. The law of a sick person likely to die is this: If he assigns all his property to anyone, and then recovers, his gift is invalid, it being assumed that it was made only on account of expected death. But if he leaves part for himself, it is valid; for, we argue, were it on account of approaching death, he would have left nothing for himself. Here, when he made the first assignation, part was still left for himself: hence it remains valid on his recovery. But after the assignation of the second nothing is left: consequently, on his recovery, it is null. Now, if it is maintained that a gift is not valid until the recipient actually takes possession, why is it more valid for the first than for the second: just as the portion assigned to the second is the residue left by the first, so that assigned to the first may be regarded as the residue left by the second? — So Rashi. On this interpretation, 'all of it' means 'the rest of it'. Asheri and Tosaf., however, point out that in such a case both gifts would be null on recovery, since he leaves after all nothing for himself. Accordingly, they explain thus: He assigned part of his property to A, then all to B, meaning also that already assigned to A. Consequently his gift to B was the result of a new intention, not borne in mind when making his first gift. Now, just as in making a gift, the donor intends it to apply even to that which he has already given away, as shewn, so when one vows, the vow is made even with respect to that which he has previously declared Hefker. This refutes the distinction drawn by R. Abba. — Ran has a variant reading of this passage.
2. V. 48a. There it is a case of a gift being an obvious evasion; so here too, his declaration of Hefker does not appear genuine but as a mere evasion of his vow.
3. This is in reference to the tithe. No tithe was due on produce taken from ownerless fields. Now, if he either revokes his declaration within the first three days, or takes possession without

a formal retraction, his declaration is null: consequently, it has never been ownerless, and the crops must be tithed. But after three days, the declaration has legal force. Naturally, if no one else takes possession thereof, he can do so himself, but whether he or another, it is free from tithe.

Nedarim 44a

If he declares, 'Let this field be Hefker for one day, one week, one year, or one septennate';¹ before possession has been taken thereof, whether by himself or by a stranger, he can retract. But if it has [already] been acquired by himself or by a stranger, he cannot retract. [Must we assume that] the first clause agrees with the Rabbis, and the second with R. Jose?² — Said 'Ulla: The second clause too agrees with the Rabbis. If so, why 'before possession has been taken thereof, whether by himself or by a stranger, he can retract?' — [Hefker for] a year or a septennate is different, being unusual.³ Resh Lakish said, Since the second clause agrees with R. Jose,⁴ the first too must agree with him. But this is the reason of the first clause:⁵ that the law of Hefker may not be forgotten.⁶ If so, let it be Hefker even from the first day? — Said Rabbah, This is on account of evaders, who may declare their property Hefker, and then reacquire it.⁷ [Will you maintain] that by Biblical law it is not Hefker:⁸

1. After the end of which it is to revert to himself, if no one has taken possession in the meanwhile.
2. For since he cannot retract after three days even though no person has taken possession, it is evident that Hefker is legally valid even before it reaches another. This agrees with the view of the Sages that the maddir can declare his property Hefker and the muddar acquire it without its being regarded as passing direct from one to the other. But the second clause, stating that he can retract so long as no one has taken possession, shows that until then it is legally his. This agrees with R. Jose, that the maddir cannot declare his property Hefker for the muddar to acquire it.
3. 'Ulla interprets the whole Baraita on the view of the Rabbis. Consequently, if one declares his property Hefker, it immediately becomes so, and should the first owner take possession thereof, even immediately, the law of Hefker applies thereto, rendering it free from tithe. That it is by Biblical law. Since, however, this is

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manifestly exposed to abuse, for by a legal fiction everyone could thus evade the tithe, the Rabbis enacted that the law of Hefker should apply only after three days, during which a stranger can take possession. So Rashi and Asheri appear to interpret it, though according to the latter, if the first owner resumes possession within three days, explicitly declaring that he is acquiring Hefker but not retracting, the crops are exempt From tithe. Ran and Tosaf. explain that within the first three days he can retract even if a stranger has already taken possession thereof. In N.M. 453, 9 the first interpretation is accepted. But in the second clause, the declaration itself is weak, being limited to a certain Period. Consequently the Rabbis admit that it is not valid until one has actually taken possession. — It may be asked, if it is Hefker even if re-acquired by the first owner, of what use is the enactment? The answer is that to acquire Hefker it is insufficient to make a mere declaration of acquisition, but some work must be done in the field. Before the owner has time to do this, he may be forestalled: that is regarded as a sufficient check to evasion (v. Rashi).

4. Resh Lakish accepts the obvious implications.
5. That 'after three days, the declaration is binding', even if no one has taken possession thereof.
6. For if we rule that whenever the owner resumes possession, it is not regarded as Hefker. it will be forgotten altogether that Hefker is exempt from tithe. Therefore the Rabbis ruled that after three days the declaration is binding. Nevertheless, since on this view it is not, Biblically, Hefker even after three days if no stranger has taken possession, the crops are not Free from tithe on the first owner re-acquiring them, for the Rabbis have no power to exempt crops which by Biblical law are liable, as is explained *infra*.
7. V. p. 139, n. 5.
8. V. n. 3.

Nedarim 44b

but perhaps he will come to tithe from [produce] that is liable for [produce] that is exempt, or vice versa?¹ — He is told, 'When you tithe, tithe for it out of itself.'²

An objection is raised: If a man declares his vineyard Hefker and rises early on the following morning and vintages it,³ he is liable to Peret,⁴ 'Oleloth,⁵ the forgotten sheaves,⁶ and *Pe'ah*,⁷ but he is exempt from tithe. Now as for 'Ulla, it is well: it states the rabbinic law,

and states the Biblical law.⁸ But on the view of Resh Lakish, why is he free from tithe?² — He answers you thus: My statement is based on R. Jose; whilst this accords with the Rabbis.¹⁰

1. The tithe could be separated from one lot of produce upon another (of the same species), providing that both bore the same liability. E.g. if one harvests his two fields, he can take From one the tenth of the combined produce. If, however, he separates a tithe of one field, thus freeing the rest, he cannot take another tithe from the same for the second field. Similarly, if he has two lots of corn, one liable to tithe by Biblical law, and the other only by Rabbinical law, so that by Biblical law it is really exempt, he may not separate from the one for the other. Now it has been explained here that according to R. Jose, so long as no stranger has taken possession, it is not Hefker by Biblical law even after three days. and consequently Biblically liable. But by Rabbinical law it is Hefker, even if the original owner re-acquires it. Nevertheless, as explained on p. 139, n. 5, the Rabbis ordered that he shall tithe it. Thus, in this respect, the Rabbis restored it to Biblical law. But the owner, being told that it is Hefker, may regard the liability to tithe as merely a Rabbinical measure, and therefore, if he has any other corn which is only Rabbinically liable, separate from the one, which is really Biblically exempt, For the Biblically liable, or vice versa.
2. Only in this respect is it regarded as Hefker even if the first owner resumes possession.
3. Thus he resumed possession thereof.
4. Single grapes fallen off during the cutting, which must be left for the poor. — Lev. XIX, 10.
5. 'Olelah, 'oleleth, pl. 'oleloth, gleanings reserved for the poor; in general, a small single bunch on a single branch. Ibid. and Deut. XXIV, 21.
6. Sheaves (here grapes) forgotten in the course of ingathering, which had to be left for the poor. — Deut. XXIV, 19.
7. *Pe'ah* — corner; the corner of the field left for the poor. — Lev. XIX, 9.
8. 'Ulla maintains that the Baraitha in stating that he can retract within the first three days, teaches the Rabbinical law, whereas this Baraitha states the Biblical law according to which it is Hefker immediately.
9. Since he maintains that within the first three days it is not Hefker even by Biblical law, and hence subject to tithes, and even after that it is Hefker only by Rabbinical law, why is it taught here that on the very next day it is free from tithe?
10. Who maintain in the Mishnah that it is Hefker immediately, hence free from tithe.

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Alternatively: One case refers to Hefker declared in the presence of two; the other, if declared before three. For R. Johanan said in the name of R. Simeon b. Jehozadak: Hefker declared in the presence of three is valid, but not in the presence of two.¹ R. Joshua b. Levi said: By the Torah, it is Hefker even if declared in the presence of one: why then are three required? So that one can take possession, and the other two attest it.²

1. Until one actually takes possession. Therefore, in the Mishnah, since no person is present, R. Jose maintains that if the maddir declares the food Hefker, and the muddar takes it, he receives it directly from the maddir. But the vineyard, we assume, was renounced in the presence of three; therefore even R. Jose agrees that the renunciation is immediately valid. Hence, if he re-acquires it, it is exempt from tithe. The stronger validity of Hefker in the presence of three is due to its greater publicity.
2. For otherwise the first owner can deny his renunciation.