

גמ' מני מתניתין – רבי מאיר היא, דאי רבי יהודה – לא שני ליה "קרבן" ולא שני ליה "הקרבן".

אימא סיפא: "לקרבן לא אוכל לך" – מותר. והתנן: "לקרבן לא אוכל לך" רבי מאיר אוסר, ואמר רבי אבא: נעשה כאומר: לקרבן יהא לפיכך לא אוכל לך!

לא קשיא: הא דאמר "לקרבן", הא דאמר "לא לקרבן", ד"לא יהי קרבן" קאמר.

מתני' "שבועה לא אוכל לך" – הא שבועה שאוכל לך – "לא שבועה לא אוכל לך" – אסור.

גמ' מכלל ד"הא שבועה שאוכל לך" – ד"לא אוכל לך" משמע. ורמינהו: שבועות שתיים שהן ארבע: "שאוכל" ו"שלא אוכל", "שאכלתי" ו"שלא אכלתי". מדקאמר "שלא אוכל" "שאכלתי" ו"שלא אכלתי", מכלל ד"שאוכל לך" – ד"אכלתי" משמע!

GEMARA Whose opinion is expressed in the **mishna**? It is apparently the opinion of **Rabbi Meir**. As, if it is the opinion of **Rabbi Yehuda**, there is a contradiction, because **he does not differentiate** whether one takes a vow by saying: **An offering, and he does not differentiate** whether he takes a vow by saying: **This offering**. In both cases the vow does not take effect, as he did not use the phrase: Like an offering. The **mishna**, by contrast, indicates that only a vow that is phrased: An offering that I will not eat of yours, or: This offering that I will eat of yours, does not take effect. If it is phrased: An offering I will eat of yours, it takes effect, as it indicates that his eating will be like an offering.

The Gemara continues its analysis: **Say the latter clause** of the **mishna**: If he says: That which **I will not eat of yours** is **not an offering**,^H the food is **permitted**. The Gemara asks: **But didn't we learn** in a **mishna** (13a) that if one said: That which **I will not eat of yours** will be **for an offering** [*lekorban*], **Rabbi Meir** forbids the food to him? **And Rabbi Abba** said that it is rendered as **one who says**: Your food will be to me **for an offering**; therefore, **I will not eat of yours**. The **mishna** appears to be incompatible with the opinion of **Rabbi Meir** as well.

The Gemara answers that this is **not difficult**. That **mishna** is referring to one **who said**: **For an offering** [*lekorban*], and the vow therefore takes effect. **This** **mishna** is referring to one **who said**: **Not for an offering** [*la lekorban*], where **he is saying** that it **should not be an offering**, and therefore the vow does not take effect.

MISHNA If one says: **An oath that I will not eat of yours**,^H or: **This is an oath that I will eat of yours** [*she'okhal lekha*], or: **Not an oath that I will not eat of yours**, the food is **forbidden**.

GEMARA By inference from the **mishna**, it may be derived that the statement: **This is an oath that I will eat of yours**, indicates that **I will not eat**. And the Gemara raises a contradiction from a **mishna** (*Shevuot* 19b): There are **two basic types of oaths that are in fact four**:^{NH} **An oath that I will eat, and: That I will not eat; an oath that I ate, and: That I did not eat**. From the fact that the **mishna** states: That I will eat, in contradistinction to: **That I will not eat; that I ate, and in contradistinction: That I did not eat**, it may be derived by inference that an oath that **I will eat of yours** [*she'okhal lekha*] indicates: **An oath that I will eat**. This contradicts our **mishna**.

NOTES

There are two basic types of oaths that are in fact four – **שבועות שתיים שהן ארבע**: This principle pertains to an oath on a statement and is based on the verse "Or if anyone swears clearly with his lips to do evil, or to do good" (Leviticus 5:4). "To do evil" is interpreted as prohibiting himself from an action, e.g., taking an oath that he will not eat. "To do good" is interpreted as obligating himself to take an action, e.g., taking an oath that he will eat. These are the two types of oaths mentioned explicitly in the Torah. The Sages derived from this verse that positive or negative statements about the past are included as well, e.g., I take an oath that I ate, or: I take an oath that I did not eat. Therefore, the two types of oaths are in fact four.

HALAKHA

לקרבן לא אוכל לך – לא אוכל לך: If one says: That which I will not eat of yours is not an offering, the vow does not take effect and he may partake of the other's food, in accordance with the opinion of **Rabbi Meir** (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 1:19).

שבועה לא אוכל לך – לא אוכל לך: If one says to another: An oath that I will not eat of yours, or: An oath that I do not eat of yours, or: Not an oath that I will not eat of yours, it is prohibited for him to partake of the other's food (Rambam *Sefer Hafla'a, Hilkhot Shevuot* 4:22; *Shulhan Arukh, Yoreh De'a* 237:11).

שבועות – שתיים שהן ארבע: There are two basic types of oaths that are in fact four – **שבועות שתיים שהן ארבע**: An oath on a statement is an oath that is taken with regard to actions that one is capable of doing. It can be taken with regard to the future or the past, and it can be a positive or a negative statement. There are therefore two types of oaths that refer to the past, e.g., I ate and I did not eat, and there are two types of oaths that refer to the future, e.g., I will eat and I will not eat (Rambam *Sefer Hafla'a, Hilkhot Shevuot* 1:2).

LANGUAGE

Importuning [*mesarevin*] – מְסָרְבִין: The root *samekh, reish, beit* means to importune or urge. Sometimes it appears in the form of the matching Aramaic root, *samekh, reish, heh, beit*, i.e., *mesarhavin*. Some believe it to be a conjugate of the verb *rahav*, which means haughtiness, or an expanded form of the verb *riv*, which means fight.

Turned away [*nadei*] – נָאֲדִי: This word is based on the root *nun, vav, dalet* or *nun, dalet, dalet*. It means to move away from a specific place or thing. Here the verb takes on a more abstract meaning, i.e., to disagree, to turn to a different approach.

NOTES

He blundered in properly upholding the wording, etc. – מִיָּקָם לִישָׁנָא הִיא דְאִיתְקִיל לִיהּ וְכוּי: It seems obvious that the oath is interpreted according to what the person actually said. The Ran explains that the novel element of this ruling is that although the common way to say: That I will not eat, is *shelo okhal*, not *she'i okhal*, it is not assumed that his intention was to say: That I will eat [*she'okhal*].

אָמַר אַבְיֵי: "שְׂאוּכַל" שְׁתֵּי לְשׁוֹנוֹת מִשְׁמַע: הִיוּ מְסָרְבִין בּוֹ לְאָכּוֹל וְאָמַר: "אֲכִילָנָא אֲכִילָנָא", וְתוֹ: "שְׂבוּעָה שְׂאוּכַל" – "דְּאֲכִילָנָא" מִשְׁמַע. אֲבָל אָמַר: "לֹא אֲכִילָנָא, לֹא אֲכִילָנָא", וְתוֹ אָמַר: "שְׂבוּעָה שְׂאוּכַל" – "דְּלֹא אֲכִילָנָא" קָאָמַר.

רַב אֲשִׁי אָמַר: "שְׂאוּכַל" דְּשְׂבוּעָה – "שְׂאִי אוּכַל" קָאָמַר. אִם בֶּן פְּשִׁיטָא. מַאי לְמִמְרָא? מַהוּ דְתִתְיָמָא: מִיָּקָם לִישָׁנָא הִיא דְאִיתְקִיל לִיהּ, קָא מִשְׁמַע לֵן.

אַבְיֵי לֹא אָמַר טַעַם כָּרַב אֲשִׁי – דְּלֹא קִתְנֵי "שְׂאִי אוּכַל".

וְרַב אֲשִׁי נָאֲדִי מִן טַעַם דְּאַבְיֵי – קִסְבֵּר: "שְׂלֹא אוּכַל" נִמְי מִשְׁמַע שְׁתֵּי לְשׁוֹנוֹת; הִיוּ מְסָרְבִין בּוֹ לְאָכּוֹל וְאָמַר: "לֹא אֲכִילָנָא לֹא אֲכִילָנָא", וְאָמַר נִמְי: "שְׂבוּעָה" בֵּין "שְׂאוּכַל" בֵּין "שְׂלֹא אוּכַל" – הֲדִין "אֲכִילָנָא" מִשְׁמַע דְּאָמַר.

וְאִיכָא לְתְרוּצָה נִמְי לִישָׁנָא "שְׂבוּעָה שְׂלֹא אוּכַל" – "שְׂבוּעָה דְּלֹא אֲכִילָנָא" קָאָמַר. אֲלֵא תִנָּא פְּסָקָה: "שְׂאוּכַל" – "דְּאֲכִילָנָא" מִשְׁמַע, וְ"שְׂלֹא אוּכַל" – "לֹא אוּכַל" מִשְׁמַע.

מתני' זה חומר בשבועות מבגדרים. וחומר בגדרים מבשבועות. כיצד? אמר "קונם סופה שאני עושה" לולב שאני נוטל" תפילין שאני מניח", בגדרים – אסור, בשבועות – מותר, שאין נשבעין לעבור על המצות.

Abaye said: The phrase: That I will eat [*she'okhal*], indicates two expressions,¹¹ depending on the context in which it is used. How so? If they were importuning [*mesarevin*]¹² him to eat, and he said: I will eat, I will eat, and he furthermore said: An oath that I will eat [*she'okhal*], it indicates: That I will eat. However, if he said: I will not eat, I will not eat, and he furthermore said: An oath that I will eat [*she'okhal*], he is saying: That I will not eat. The oath is intended to reinforce his refusal to eat.

Rav Ashi said that the phrase: That I will eat [*she'okhal*], cited in the mishna with regard to an oath, is actually saying that he said: That I will not eat [*she'i okhal*]. The Gemara asks: If so, the prohibition is obvious, as he explicitly took an oath not to eat. What is the purpose of stating this *halakha*? The Gemara answers: Lest you say that he blundered in properly upholding the wording,¹³ i.e., he mispronounced the vow, as his intention was to say: An oath that I will eat [*she'okhal*], the mishna teaches us that he meant that he will not eat.

Abaye did not state the reason for the ruling of the mishna that was stated by Rav Ashi, as the mishna does not teach the case of: That I will not eat [*she'i okhal*]. Rather, it teaches the case of that I will eat [*she'okhal*].

And Rav Ashi turned away [*nadei*]¹⁴ from the reason that Abaye stated, because he held that the phrase: That I will not eat, also indicates two expressions, depending on the context. For example, if they were importuning him to eat and he said: I will not eat, I will not eat, and subsequently he also said: An oath, then, in this case, whether the wording of the oath was: That I will eat, or: That I will not eat, this expression indicates that he is saying: I will eat. The statement: An oath that I will not eat, should be interpreted rhetorically in this context: Did I take an oath that I will not eat? Certainly I did not, as I will eat.

And there is also a way to interpret the expression: An oath that I will not eat, as indicating its straightforward meaning, i.e., that he is saying: An oath that I will not eat. Therefore, the mishna cannot be interpreted in this manner. Rather, the *tanna* in tractate *Shevuot* clearly established a principle: That I will eat, indicates that I will eat, and: That I will not eat, indicates I will not eat. Therefore, the correct version of the mishna must be: That I will not eat [*she'i okhal*].

MISHNA This rule, that oaths can render actions, which do not have actual substance, either prohibited or obligatory, is a stringency of oaths vis-à-vis vows, which do not take effect with regard to matters that do not have actual substance. And there is also a stringency of vows vis-à-vis oaths.¹⁵ How so? With regard to one who said: Making a *sukka* is *konam* for me, or: Taking a *lulav* is *konam* for me, or: Donning phylacteries is *konam* for me, in the case of vows, the items are rendered forbidden, and he may not perform the mitzva until the vow is dissolved. However, in the case of similar oaths, these items are permitted, as one cannot take an oath to transgress the mitzvot.

HALAKHA

שְׂאוּכַל שְׁתֵּי – That I will eat [*she'okhal*] indicates two expressions – לְשׁוֹנוֹת מִשְׁמַע: If someone was being importuned to eat and he refused, and he then said: An oath that I will eat of yours, the oath is that he will eat, as ruled by Rav Ashi. Other authorities hold that the oath is interpreted as an oath not to eat, as Abaye maintains (Rambam *Sefer Hafla'a*, *Hilkhot Shevuot* 4:22; *Shulhan Arukh*, *Yoreh De'a* 237:12).

חומר בגדרים מבשבועות – A stringency of vows vis-à-vis oaths: There are stringencies with regard to vows that do not apply to oaths. For example, if one took a vow in which he forbade to him-

self the item used in the performance of a mitzva, such as a *sukka* or a *lulav*, it is forbidden to him. If he violates this vow he is flogged. Rabbeinu Hananel maintains that one who vows in this manner is flogged for taking a vow that nullifies a mitzva, and a halakhic authority should subsequently dissolve the vow so he may fulfill the mitzva. Other authorities disagree, reasoning that a flogging is not administered for a vow made in vain (Ra'avya; Rosh). The Rema rules in accordance with the latter opinion. The *Shakh* maintains that he receives lashes for rebelliousness nevertheless (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 3:6; *Shulhan Arukh*, *Yoreh De'a* 215:1).

גמ' חומר – מכיל דגדר הוא? והא מותר קתני!

GEMARA It is stated in the mishna: This is a stringency of oaths vis-à-vis vows. The Gemara presumes that the mishna is referring to the distinction stated in previous *mishnayot* between saying: An offering that I will not eat of yours, and saying: An oath that I will not eat of yours. The Gemara asks: Should it be derived by inference that the statement: An offering that I will not eat of yours, is a valid vow^N by rabbinic law, and it is merely less stringent than the corresponding oath, which takes effect by Torah law? **But doesn't** the mishna teach that it is permitted for him to eat, implying that the vow does not take effect at all?

אסיפא דאידך בבא קתני: שבועה שאיני ישן "שאיני מדבר" שאיני מהלך" – אסור, זה חומר בשבועות מבגדרים.

The Gemara answers: This is taught with regard to the latter clause of the other section. As opposed to a vow that is taken with regard to a matter that does not have actual substance, which takes effect only by rabbinic law, as articulated in the mishna (14b) and Gemara (15a), the subsequent mishna (15b) teaches that if someone says: **An oath that I will not sleep**, or: **That I will not speak**, or: **That I will not walk**, this activity is forbidden to him. It is concerning this contrast that the mishna says: **This is a stringency of oaths vis-à-vis vows.**

"חומר בגדרים מבשבועות כיצד" כו'. רב כהנא מתני: אומר רב גידל אומר רב, ורב טביומי מתני: אומר רב גידל אומר שמואל: מנן שאין נשבעין לעבור על המצוות? תלמוד לומר "לא יחל דברו" – דברו לא יחל, אבל מיחל הוא לחפצי שמים.

S It is stated in the mishna that there is a stringency of vows vis-à-vis oaths. How so? Whereas a vow can override a mitzva, an oath cannot. Rav Kahana teaches that Rav Giddel said that Rav said, and Rav Tavyumei teaches the same statement with a different attribution, i.e., Rav Giddel said that Shmuel said: **From where is it derived that one cannot take an oath to transgress the mitzvat? The verse states: "He shall not profane his word" (Numbers 30:3). It is inferred that his word, i.e., the prohibition he accepted upon himself, he shall not profane. However, he may profane it for the desires of Heaven. If he took an oath to act against the will of God, the oath does not take effect.**

מאי שנא גדר – דכתיב "איש כי ידר נדר לה" ...לא יחל דברו", שבועה נמי – הא כתיב "או השבע שבועה" לה' "לא יחל דברו"!

The Gemara asks: **What is different** about a vow that enables it to override mitzvot? Granted, as it is written in the Torah: **"When a man takes a vow to the Lord ... he shall not profane his word"** (Numbers 30:3), which indicates that even with regard to matters that pertain to the Lord, i.e., mitzvot, one shall not profane his word, as the vow takes effect. However, with regard to an oath it is also written in the same verse: **"Or swears an oath" to God, "he shall not profane his word."**

אמר אביי: הא דאמר "הנאת סוכה עלי", הא דאמר "שבועה שלא אהנה מן הסוכה".

Abaye said: The distinction is not between oaths and vows per se, but rather between the phraseology in each case. How so? **This case**, in which the prohibition overrides the mitzva, is referring to one who said: **The benefit derived from a sukka** is hereby forbidden to me.^N Since the vow renders the sukka a forbidden object, it takes effect and overrides the mitzva, as one may not be fed what is forbidden to him, even if it is forbidden only to him. By contrast, **that case**, in which the prohibition does not take effect, is referring to one who said: I hereby take an oath that I will not derive benefit from the sukka. The oath does not take effect, as one is not entitled to take an oath to abstain from an act that he is obligated to perform.

אמר רבא: וכי מצות ליהנות ניתנו? אלא אומר רבא: הא דאמר "ישבת סוכה עלי", והא דאמר "שבועה שלא אשב בסוכה".

Rava said in objection to the explanation of Abaye: **But were mitzvot given for the purpose of deriving benefit?**^N The performance of mitzvot is not considered benefit. Why then would performance of the mitzva with the sukka be considered deriving benefit? Rather, Rava said a different explanation: **This case** is referring to one who said: **Dwelling in a sukka** is hereby prohibited to me, and that case is referring to one who said: I hereby take an oath that I will not dwell in a sukka.

NOTES

This is a stringency; should it be derived by inference that it is a valid vow – חומר, מכיל דגדר הוא – If the mishna had meant that it is not considered a valid vow at all, it would have stated: This is true of oaths, but not of vows (Rabbi Avraham min HaHar).

This case is referring to one who said the benefit derived from a sukka is forbidden to me, etc. – הא דאמר הנאת סוכה עלי וכי: Abaye's distinction in phraseology between a vow and an oath is essentially a distinction between a prohibition imposed on an item and a prohibition one imposes on himself. The latter type of prohibition is in direct conflict with the mitzva it attempts to nullify, as also mitzvot are incumbent upon him. Therefore, this oath does not take effect. By contrast, the former type of prohibition is not in direct conflict with the mitzva, as mitzvot are not imposed upon items (Rid; Rosh). Therefore, the vow takes effect.

But were mitzvot given for the purpose of deriving benefit – וכי מצות ליהנות ניתנו – Commentaries note that the disagreement between Rava and Abaye is not with regard to the distinction in phraseology between a vow and an oath. Rather, it concerns the exact wording of an oath or vow that nullifies the mitzva of sukka. Rava holds that the benefit of a sukka is irrelevant, as the performance of mitzvot is not considered benefit. The reason behind the opinion of Rava is that the mitzvot, as a heavenly decree, were imposed as an obligation.

HALAKHA

That one cannot take an oath to transgress the mitzvot – שְׁאִין נִשְׁבַּעַן לְעִבּוֹר עַל הַמִּצְוֹת מְהֵרָא נִפְקָא לִיָּהּ? מִהֵתָם נִפְקָא לִיָּהּ, דְּתַנִּיא: יְכוּל נִשְׁבַּע לְבִטֵּל אֶת הַמִּצְוָה וְלֹא בִיטֵל, יְכוּל יִהְיֶה חַיִּיב.

וְשֵׁאִין נִשְׁבַּעַן לְעִבּוֹר עַל הַמִּצְוֹת מְהֵרָא נִפְקָא לִיָּהּ? מִהֵתָם נִפְקָא לִיָּהּ, דְּתַנִּיא: יְכוּל נִשְׁבַּע לְבִטֵּל אֶת הַמִּצְוָה וְלֹא בִיטֵל, יְכוּל יִהְיֶה חַיִּיב.

The Gemara asks: And is the principle that one cannot take an oath to transgress the mitzvot^h derived from here, i.e., the above verse? It is derived from there, i.e., another verse, as it is taught in a baraita: One might have thought that if one takes an oath to nullify a mitzva and does not nullify it, one might have thought that he will be liable for violating an oath on a statement.

Perek II Daf 17 Amud a

HALAKHA

This excludes one who takes an oath to nullify a mitzva – יָצָא נִשְׁבַּע לְבִטֵּל אֶת הַמִּצְוָה: One who takes an oath to nullify a mitzva and then does not nullify it is not liable for violating an oath on a statement. However, he is flogged for taking an oath in vain, and he must fulfill the mitzva that he had taken the oath to nullify (Rambam Sefer Hafla'a, Hilkhot Shevuot 5:14; Shulhan Arukh, Yoreh De'a 239:4).

There is a vow within a vow – יֵשׁ נֶדֶר בְּתוֹךְ נֶדֶר: How does a vow take effect where another vow was already made? If one says: It is incumbent upon me to bring an offering if I eat this loaf; it is incumbent upon me to bring an offering if I eat this loaf, then, if he eats it he is liable for each vow. If he requests dissolution of the first vow and it is dissolved, the loaf is still forbidden until he requests dissolution of the second vow and it too is dissolved (Rambam Sefer Hafla'a, Hilkhot Nedarim 3:2; Shulhan Arukh, Yoreh De'a 229:3).

An oath that I will not eat, etc. – שְׁבוּעָה שְׂלֵא אוֹכֵל וְכוּ': An oath does not take effect where another oath has already been taken. If one says: I hereby take an oath that I will not eat this loaf, I hereby take an oath that I will not eat this loaf, the second oath does not take effect. However, if he requests dissolution of the first oath, the second one does take effect (Rambam Sefer Hafla'a, Hilkhot Shevuot 4:9; Shulhan Arukh, Yoreh De'a 239:13).

BACKGROUND

Naziriteship – נְזִירִית: This term refers to the status that applies to someone who vows to be a nazirite, as detailed in the Torah (Numbers 6:1–21). A nazirite must refrain from eating or drinking anything derived from the vine, especially wine. He must avoid ritual impurity imparted by corpses and must refrain from cutting his hair. A nazirite who violates any of these prohibitions is liable to be flogged. One can vow to be a nazirite for any period of time that he wishes, but the minimum period is thirty days. One who does not specify how long he wishes to be a nazirite assumes nazirite obligations for thirty days. The halakhot of the nazirite are discussed in tractate Nazir.

תְּלִמוּד לֹמַר 'לְהַרְע אוֹ לְהִיטִיב' מִהַ תְּבַחֵה רְשׁוֹת – אִף הִרְעָה רְשׁוֹת, יָצָא נִשְׁבַּע לְבִטֵּל אֶת הַמִּצְוָה וְלֹא בִיטֵל, שְׁאִין הִרְשׁוֹת בִּידּוּ!

However, the verse states: "Or if anyone swears clearly with his lips to do evil, or to do good" (Leviticus 5:4). From the juxtaposition of evil and good it is derived that just as the doing of good, which is interpreted as obligating himself to take a positive action, is referring to a permitted activity, e.g., to eat, so too, the doing of evil, which is interpreted as prohibiting himself from something, refers only to that which is permitted, e.g., not to eat. This excludes one who takes an oath to nullify a mitzva^h and does not nullify it; he is not liable for violating the oath, as the permission to nullify it is not in his power.

חֲדָה קְרָא לְמִיפְטִירִיהּ מְקַרְבֵּן שְׁבוּעָה, וְחֲדָה – לְמִיפְטִירִיהּ מִן לֶאֱוֹ דְשְׁבוּעָה.

The Gemara answers that both verses are necessary. One verse: "To do evil or to do good," which is stated in the context of the halakhot of offerings, is necessary to exempt him from bringing an offering for violating an oath, and one verse: "He shall not profane," is necessary to exempt him from the prohibition for violating an oath.

מִתְנִי' יֵשׁ נֶדֶר בְּתוֹךְ נֶדֶר, וְאִין שְׁבוּעָה בְּתוֹךְ שְׁבוּעָה. בִּיצֵד? אָמַר "הִרְיֵנִי נְזִיר אִם אוֹכֵל, הִרְיֵנִי נְזִיר אִם אוֹכֵל" וְאָכַל – חַיִּיב עַל כָּל אַחַת וְאַחַת. "שְׁבוּעָה שְׂלֵא אוֹכֵל, שְׁבוּעָה שְׂלֵא אוֹכֵל" וְאָכַל – אִינוּ חַיִּיב אֶלָּא אַחַת.

MISHNA There is a vow within a vow.^h It is possible to impose an additional prohibition, by means of a vow, on an item that is already forbidden by means of a vow. But there is no oath within an oath. If one takes an oath twice with regard to the same action, the second oath does not take effect. How so? If one said: I am hereby a naziriteⁿ if I eat,^b and then repeated: I am hereby a nazirite if I eat, and then he ate, he is obligated to observe naziriteship for thirty days for each and every one of the vows, as both vows took effect. However, if he said: I hereby take an oath that I will not eat, and repeated: I hereby take an oath that I will not eat,^h and then he ate, he is liable to bring an offering for only one violation of an oath.

NOTES

How so? If one said I am hereby a nazirite – בִּיצֵד? אָמַר הִרְיֵנִי נְזִיר: Tosafot, the Ran, and others hold that the only way that a vow within a vow takes effect is with regard to naziriteship, and only due to the verse "The vow of a nazirite to consecrate himself" (Numbers 6:2), as explained later (18a). What allows for this possibility is that the second obligation of naziriteship goes into effect only after the first term of naziriteship is over. However, regular vows do not apply to items that are already forbidden due to a vow, as a prohibition does not take effect where another prohibition already exists. The Rid cites the wording of the mishna as proof for this opinion, as the mishna does not state: A vow takes effect where another

vow was already made, but rather: There is a vow within a vow. This indicates that only some vows can take effect in this manner. Other commentaries (Ritva; Rabbi Avraham min HaHar) maintain that a vow takes effect where another vow was already made even with regard to konamot. Accordingly, if someone states twice that eating a particular item will be forbidden to him, and he then eats it, he receives two floggings. The Ritva adds that the reason the mishna presents this halakha specifically with regard to naziriteship and not with regard to regular vows is that this halakha is derived from naziriteship. However, it applies to other vows as well.