

Since the oath can take effect with regard to grapes, etc. – מיגו דחל שבועה על ענבים וכו' In the case of one who took an oath that he will not eat figs, and then took an oath that he will not eat figs or grapes, he is liable to be flogged twice for eating figs. Since the second oath took effect with regard to the grapes, it took effect with regard to the figs as well (Rambam *Sefer Hafla'a, Hilkhoh Shevuot* 4:11; *Shulhan Arukh, Yoreh De'a* 238:6).

The second term of naziriteship is counted for him instead of the first – עלתה לו שניה בראשונה: If one vowed to observe two terms of naziriteship, completed the first term of naziriteship, set aside an offering for it, and then requested and was granted dissolution of the first vow of naziriteship, he is counted as having served the second term of naziriteship during the period when the first vow was observed. Therefore, he brings his offering and is exempt from any further obligations. Even if he already brought his atonement offering and even shaved his head, and then requested dissolution, the second term of naziriteship is counted for him instead of the first (Rambam *Sefer Hafla'a, Hilkhoh Nazirut* 3:10).

NOTES

The second term of naziriteship is counted for him instead of the first – עלתה לו שניה בראשונה: The reason that the second term of naziriteship is counted for him instead of the first is that the dissolution of a vow uproots it retroactively, so that it is as if it never existed at all. Therefore, the second term of naziriteship takes effect in place of the first one which was nullified. When the term of naziriteship is concluded he may bring the requisite offering (*Shita Mekubbetzet*).

והאמר רבא: "שבועה שלא אוכל תאנים" וחזר ואמר "שבועה שלא אוכל תאנים וענבים", ואכל תאנים והפריש קרבן, וחזר ואכל ענבים – הויא להו ענבים חצי שיעור, ואין מבאיס קרבן על חצי שיעור.

The Gemara asks: **But didn't Rabba say that if one said: I hereby take an oath that I will not eat figs, and then said: I hereby take an oath that I will not eat figs and grapes, and he subsequently ate figs, violating the oath, and he then set aside an offering for the violation of an oath on a statement, and he then ate grapes, in this case the grapes that he ate are only a half-measure of the second oath.** The inclusion of both figs and grapes in the oath indicates that his intention was to prohibit himself from eating both. Since he already set aside an offering for eating the figs, he is now considered as having eaten only grapes and as having violated only half of the oath. **And therefore he is not liable to bring an offering for violating the second oath, as one does not bring an offering for a half-measure.**

אלמא, היכא דאמר "שבועה שלא אוכל תאנים" וחזר ואמר "שבועה שלא אוכל תאנים וענבים", מיגו דחל שבועה על ענבים – חיילא נמי על תאנים! רב הונא לא סבירא ליה כרבא.

The fact that he is exempt from bringing an offering merely because he ate a half-measure indicates that the second oath took effect. **Apparently, where one said: I hereby take an oath that I will not eat figs, and then said: I hereby take an oath that I will not eat figs and grapes, since the second oath can take effect with regard to grapes,<sup>H</sup> as grapes were not included in the first oath, it takes effect with regard to figs as well.** This poses a problem according to the opinion of Rav Huna, who would explain the mishna as teaching that the second oath in this case does not take effect at all. The Gemara answers: **This is not a problem. Rav Huna does not hold in accordance with the opinion of Rabba, as Rabba was an amora and Rav Huna's student.**

מיתבי: מי שגזר שתי נזירות, מנה את הראשונה והפריש קרבן, ונשאל עליה – עלתה לו שניה בראשונה.

The Gemara raises an objection from a *baraita*: **In the case of one who took two vows of naziriteship, counted the thirty days of the first term of naziriteship and set aside an offering at the end of its term, and then requested from a halakhic authority for dissolution of the vow before the offering was sacrificed, thereby rendering the offering unnecessary, the second term of naziriteship is counted for him instead of the first.<sup>HN</sup>** He is considered as having fulfilled the second term of naziriteship during the period in which he observed the first one. Therefore, the offering that he set aside counts for the second term of naziriteship.

היכי דמי? אילימא דאמר "הריני נזיר היום, הריני נזיר למחר" אמאי עלתה לו שניה בראשונה? הא איכא יומא יתיירא! אלא פשיטא דאמר "הריני נזיר היום, הריני נזיר היום",

What are the circumstances? **If we say that it is a case where he said: I am hereby a nazirite today, I am hereby a nazirite tomorrow, why is the second term of naziriteship counted for him instead of the first? Isn't there an additional day in the second term of naziriteship that he has not yet observed, as the second thirty day term commences the day after the first thirty day period had commenced? How, then, is it possible that the second obligation was fulfilled through his observance of the first one? Rather, it is obvious that it is a case where he said: I am hereby a nazirite today, I am hereby a nazirite today,**

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ותיבתא דרב הונא!

and this is a **conclusive refutation** of the statement of Rav Huna.

לא, לעולם "הריני נזיר היום, הריני למחר", ומאי "עלתה לו" – לבר מההוא יומא יתיירא. אי נמי: כגון שקיבל שתי נזירות בבת אחת.

The Gemara answers: **No, actually the case is where he said: I am hereby a nazirite today, I am hereby a nazirite tomorrow. And what is the meaning of the statement: The second term of naziriteship is counted for him instead of the first? It is counted except for that additional day, which he still must observe. Alternatively, it may be a case where he accepted upon himself two periods of naziriteship simultaneously, i.e., he said: I am hereby a nazirite twice. Therefore, when the vow with regard to the first term of naziriteship is dissolved, the days he observed count entirely for his second term.**



לִימָא מְסִיעָא לִיהּ: מִי שְׁנָדַר שְׁתֵּי נְזִירוֹת וּמְנָה אֶת הָרֵאשׁוּנָה, וְהִפְרִישׁ קֶרְבֵּן וְנִשְׁאֵל עָלֶיהָ – עֲלָתָהּ לֹא שְׁנִיָּה בְּרֵאשׁוּנָה.

The Gemara proposes: **Let us say that the following mishna (Shevuot 27b) supports his opinion:** In the case of **one who took two vows of naziriteship, and counted the first term, and set aside an offering, and requested and received dissolution** from a halakhic authority **for the first oath, the second term counts for him instead of the first.** Evidently, although initially the second term of naziriteship did not have a span of time in which to take effect, it was not completely void. Therefore, when the first vow was dissolved, the second one immediately took its place. It may be proved from here that this is true with regard to oaths as well.

בְּגוֹן שְׁקִיבָל עָלָיו שְׁתֵּי נְזִירוֹת בְּבֵת אַחַת.

The Gemara refutes this proof: That mishna may be referring to a case **where he accepted upon himself two terms of naziriteship simultaneously.** Since two terms cannot be observed concurrently, when he accepts two terms simultaneously, the *halakha* is that the second term commences immediately following the close of the first, which immediately took effect upon sequential periods of time. However, when one takes an oath prohibiting himself from a matter that is already prohibited by an oath in the same period of time, the second oath may not take effect at all.

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HALAKHA

Unspecified vows are treated stringently, etc. – **קָתָם** – Unspecified vows are treated stringently, but their specification may be treated leniently or stringently. How so? If one vows that produce will be to him like the wine used for libations, or like salted meat, his statement can be understood either as associating the item of the vow with an item forbidden by means of a vow, i.e., the libation wine of the altar and the salted meat of an offering, or as associating the item of the vow with an item that is forbidden by the Torah, i.e., the libation wine and salted meat of idol worship. If he specifies that he meant an offering, the vow takes effect and the produce is forbidden. If he says he meant idol worship, the vow does not take effect. In this case, even if he is an ignoramus, he does not need to make a request to a halakhic authority for dissolution of the vow. If the vow went unspecified, the produce is forbidden (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 2:7; *Shulhan Arukh*, *Yoreh De'a* 208:1, as explained by *Shakh*).

**This item is hereby forbidden to me like an item dedicated to the Temple – הָרֵי עָלֵי בְּתָרִים** – If one said: This produce is hereby forbidden to me like a dedication to the Temple, if he specifies that he was referring to a dedication to the Temple maintenance, the vow takes effect and it is forbidden. If he specifies that he was referring to a dedication to the priests, it is forbidden. If the vow went unspecified, it is forbidden (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 2:8).

מִתְנִי' קָתָם נְדָרִים לְהַחֲמִיר, וּפְרִיּוֹשָׁם לְהַקֵּל. בִּיעִיד? אָמַר "הָרֵי עָלֵי כִּבְשָׁר מִלֵּיחַ" "כִּיּוֹן נֶסֶךְ", אִם בְּשָׁל שְׁלָמִים נָדַר – אָסוּר,

**MISHNA** Unspecified vows are treated stringently,<sup>HN</sup> but their specification, if specification is necessary, is treated leniently. **How so?** If one said: **This item is prohibited to me like salted meat**, or: **This item is prohibited to me like the wine used for libations, if he vowed in reference to meat or libations of a peace-offering, i.e., if he claimed that his intention was that the item will be forbidden to him like the salted meat of an offering, or like wine that is used for libations on the altar, it is forbidden**, as he associated the item of the vow with an item forbidden by means of a vow, i.e., the offering.

אִם בְּשָׁל עֲבוּדָה זָרָה נָדַר – מוֹתֵר, וְאִם קָתָם – אָסוּר.

If he claims that **he vowed in reference to meat or libations of idol worship, i.e., that the item will be like the salted meat of an offering for an idol, or like wine that is used for libations as idol worship, it is permitted**, as the item of the vow was associated with an item forbidden by the Torah. By enabling the one who took the vow to later clarify his intent, the vow is treated leniently. **And if the vow was without specification, i.e., the one who took the vow did not specify whether his intention was to associate the item with an offering for Heaven or to associate the item with idol worship, it is forbidden.**<sup>N</sup>

"הָרֵי עָלֵי בְּתָרִים", אִם בְּתָרִים שֶׁל שָׂמִים – אָסוּר, וְאִם בְּתָרִים שֶׁל כֹּהֲנִים – מוֹתֵר, וְאִם קָתָם – אָסוּר.

Similarly, if one said: **This item is hereby forbidden to me like an item dedicated to the Temple,**<sup>H</sup> if his intention was that it would be **like a dedication to Heaven, which is a form of consecration, it is forbidden. And if his intention was that it would be like a dedication to priests, whereby one pledges his asset as a gift to priests, it is permitted**, as this type of gift is not forbidden at all. **And if he said it without specification, it is forbidden.**

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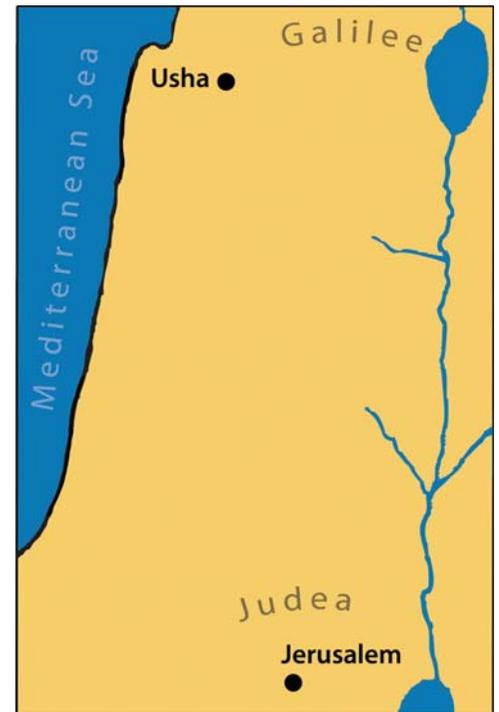
**קָתָם נְדָרִים לְהַחֲמִיר** – Unspecified vows are treated stringently – The Rosh reasons that it is presumed that the one who took the vow intended for it to take effect and did not intend it to be a meaningless statement. In the *Kiryat Sefer* it is explained that any uncertainty in Torah law is treated stringently.

**אִם – וְאִם קָתָם אָסוּר** – And if the vow was without specification it is forbidden – The Meiri suggests two possible circumstances in which a vow goes unspecified. One circumstance is when the one who took the vow says either that he does not remember what he had in mind when he took the vow, or that he did not give thought to it. The second circumstance is when the one who took the vow subjected others to the prohibition and is not present at the time to explain what his intention was.

**Animal tithe – מעשר בהמה**: On three occasions each year, the owner of a herd of kosher animals was required to gather all the animals born during the preceding year into an enclosure, and to let them out one by one. These animals were passed “under the shepherd’s rod” (Leviticus 27:32), and every tenth animal was marked with red paint, to indicate that it was holy. These animals were called animal tithe. If it was fit to be sacrificed, the animal tithe was brought to the Temple and sacrificed in a manner similar to that of a peace-offering. The tithed animal’s blood was sprinkled on the altar and its meat was eaten by its owner. The details of the *halakhot* of animal tithe are elucidated in tractate *Bechorot*.

**Tithe of the granary – מעשר גרן**: After separating *teruma*, the portion of the crop given to the priests, one-tenth of the remaining produce is given to the Levites. This produce is called first tithe. The owner is permitted to give first tithe to any Levite he chooses. A Levite who received first tithe is required to set aside one-tenth of this tithe as *teruma* of the tithe, and give it to a priest. The remainder of the first tithe, after the Levite sets aside the *teruma* of the tithe, remains the property of the Levite. It has no sanctity, and may be eaten by anyone.

**יהודה וגליל – Judea and the Galilee**



Map of Judea and the Galilee

“הרי עלי כמעשר” אם כמעשר בהמה נדר – אסור, ואם של גרן – מותר, ואם סתם – אסור.

Likewise, if he said: **This item is hereby forbidden to me like tithes,<sup>h</sup> if he took a vow with the intention that it would be like the animal tithe,<sup>b</sup> it is forbidden,** as the item of the vow was associated with an item forbidden by a vow. **And if his intention was that it will be like the tithe of the granary,<sup>BN</sup> i.e., grain that is given to the Levites and has no sanctity, it is permitted. And if he said it without specification, it is forbidden.**

“הרי עלי בתרומה” אם בתרומה הלשכה נדר – אסור, ואם של גרן – מותר, ואם סתם – אסור, דברי רבי מאיר.

Similarly, if he said: **This item is hereby forbidden to me like *teruma*,<sup>h</sup> if he took a vow with the intention that it would be like the collection of the Temple treasury chamber [*terumat halishka*], which is a tax for the communal offerings, it is forbidden,** his vow was associated with an item forbidden by a vow. **And if his intention was that it would be like *teruma* of the granary that is given to the priests, it is permitted,** as *teruma* is not an item forbidden by a vow. **And if the vow was taken without specification, it is forbidden. This is the statement of Rabbi Meir.**

רבי יהודה אומר: סתם תרומה, ביהודה – אסורה, בגליל – מותרת, שאין אנשי גליל מכירין את תרומת הלשכה. סתם חרמים, ביהודה – מותרין, בגליל – אסורין, שאין אנשי גליל מכירין את חרמי הבהנים.

**Rabbi Yehuda says: Unspecified *teruma* in Judea is forbidden.<sup>h</sup> However, in the Galilee<sup>b</sup> it is permitted, as the people of the Galilee are unfamiliar with the collection of the chamber.** When they say *teruma* they are referring to the *teruma* allotted to the priests, which is familiar to them. Conversely, **unspecified dedications in Judea are permitted, but in the Galilee they are forbidden, as the people of the Galilee are unfamiliar with dedications allotted to the priests, so when they say dedication they are referring to dedication to Heaven.**

**גמ' והתנן: ספק נזירות להקל!**

**GEMARA** The Gemara raises a problem with the principle stated in the mishna that unspecified vows are treated stringently. **But didn't we learn in a mishna (*Taharot* 4:12): Uncertainty with regard to naziriteship is treated leniently?<sup>h</sup> And naziriteship is a type of vow.**

HALAKHA

**This item is hereby forbidden to me like tithes – הרי עלי – כמעשר**: If one said: This produce is hereby forbidden to me like tithes, if he specifies that he was referring to the animal tithe, the produce is forbidden. If he specifies that he was referring to grain tithes, it is permitted. If the vow went unspecified, it is forbidden (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 2:9).

the unspecified term dedication is used only for dedication to the Temple maintenance, if one says: This is forbidden to me like a dedication, the item is forbidden, and any other interpretation is not deemed credible. Likewise, in a location where the unspecified term dedication is used only for dedication to priests, the item is permitted. This ruling is in accordance with the opinion of Rabbi Yehuda, as the *halakha* is in accordance with his opinion in his disputes with Rabbi Meir (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 2:11; *Shulhan Arukh, Yoreh De'a* 208:1).

**This item is hereby forbidden to me like *teruma* – הרי עלי – בתרומה**: If one said: This produce is hereby forbidden to me like *teruma*, if he specifies that he was referring to the collection of the Temple treasury chamber, it is forbidden. If he specifies that he was referring to *teruma* of the granary that is given to the priests, it is permitted. If the vow went unspecified, it is forbidden (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 2:10).

**Uncertainty with regard to naziriteship is treated leniently – ספק נזירות להקל**: One who conditioned his vow of naziriteship on whether a certain fact is true, e.g., one who said that he would be a nazirite if someone he saw from a distance was so-and-so, or if there is a certain amount of grain in the granary, and the accuracy of the statement cannot be determined, the naziriteship does not take effect, as uncertainty with regard to naziriteship is treated leniently (Rambam *Sefer Hafla'a, Hilkhot Nezirut* 2:8–9).

**Unspecified *teruma* in Judea is forbidden, etc. – סתם תרומה – ביהודה אסורה וכו'**: The principle that a vow that carries two possible meanings is interpreted according to the explanation of the one who took the vow, is true only where both meanings are commonly used. However, in a locale where

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**And if his intention was that it will be like the tithe of the granary – ואם של גרן**: Why are tithes of produce not considered items forbidden by means of a vow? Rabbi Avraham min HaHar cites Rashi as explaining that since they are not sacrificed on the altar, or even consecrated to the Temple, their sanctity is considered insufficient for association as part of a vow. The Rosh and the Ran explain that even before tithes are

separated, the grain is forbidden as untithed produce. Therefore, they are considered items that are forbidden by the Torah. The Ritva adds that the reason untithed produce is forbidden is that before tithes are separated, they are considered mixed in with the rest of the produce. Therefore, separation of the tithes is not considered consecration, as their sanctity already existed beforehand.

אמר רבי זירא: לא קשיא; הא רבי אליעזר, הא – רבנן. דתנא: המקדיש חיותו ובהמתו – הקדיש את הכוי, רבי אליעזר אומר: לא הקדיש את הכוי.

מאן דאמר ממונו מעייל לספיקא – גופיה נמי מעייל, ומאן דאמר ממונו לא מעייל לספיקא – גופיה (נמי).

Rabbi Zeira said: This is **not difficult**. That mishna is in accordance with the opinion of Rabbi Eliezer, and this mishna is in accordance with the opinion of the Rabbis, who disagree with him. As it is taught in a *baraita*: One who consecrates his undomesticated animal and his domesticated animal<sup>8</sup> has consecrated the *koy*<sup>8</sup> as well, although it is uncertain whether it is an undomesticated or a domesticated animal. Rabbi Eliezer says: He has not consecrated the *koy*.

The Rabbis who said that one puts his possessions into a state of uncertainty, and therefore a *koy* is included in the aforementioned vow, hold that one enters himself into a state of uncertainty as well. Therefore, uncertainty with regard to naziriteship is treated stringently. And Rabbi Eliezer, who said that one does not put his possessions into a state of uncertainty, and therefore the phrase: Undomesticated and domesticated animals, refers only to definitely undomesticated and definitely domesticated animals,

#### NOTES

One who consecrates his undomesticated animal and his domesticated animal – המקדיש חיותו ובהמתו: Several commentaries interpret this phrase to mean that one consecrated either his undomesticated or his domesticated animal. That is why, according to Rabbi Eliezer, the *koy* is not included, as its

definition is uncertain. However, others maintain that he consecrated both his undomesticated and his domesticated animal, and they explain that even in this case, an animal of uncertain definition is not included (*Tosafot*; *Rashba*).

#### BACKGROUND

*Koy* – כוי: Many problems arise in trying to identify the *koy*. It is mentioned numerous times in the Mishna and the Gemara, not because it is a common animal, but because it is useful in discussions that explore the criteria and limits of the *halakhot* of domesticated versus undomesticated animals. As early as the mishnaic period, the Sages disagreed with regard to the identification of the *koy*. Some maintain that it is a hybrid born to a deer or another kosher wild animal and a goat.

According to many researchers, the *koy* is identified as the water buffalo. There are allusions to this identification in some medieval rabbinic sources. Others reject this idea and claim that water buffalo did not live in Eretz Yisrael during the time of the Mishna, when the *koy* was first mentioned. Others maintain that the *koy* is the mouflon, a subspecies of wild sheep, though there are a number of opinions as to the specific subspecies of mouflon it may be. There is also uncertainty with regard to both the origin of the term *koy* and its proper vocalization.



Water Buffalo



Mouflon