

Actually, say as we said, etc. – לְעוֹלָם כְּדֹאֲמַרְיֵינוּ וְכוּ': *Tosafot* and the Rosh conclude that Rava agrees with Abaye, but since the wording of the mishna does not fit Abaye's explanation precisely, Rava proposes a different solution that is more appropriate to the language: Provided that he remembers. The Ritva notes that the Rambam rules according to both Abaye and Rava, indicating that he also understood the discussion in this way.

He did not say... in accordance with the initial intention, etc. – לֹא אָמַר עַל דַּעַת הָרֵאשׁוֹנָה וְכוּ': Since he remembers that he made some kind of stipulation and yet he still took a vow not remembering if it is the type included in his prior declaration, he now intends to keep the vow without regard for the stipulation (*Tosafot*).

Do the Rabbis disagree, etc. – פְּלִיגֵי רַבְנָן עֲלֵיהּ וְכוּ': It is difficult to understand why these vows are any different from vows of exhortation, which do not require dissolution. Some suggest that vows of exhortation refer only to those used in business negotiations and not those used when inviting someone. This is because in negotiations it is known from the beginning that one will not insist on his original demand, so there is no intent to fulfill what is stated in the vow (Ran). Another reason is that in business negotiations there is a discernible financial loss. Therefore, one dissolves the vow in his heart at the outset. However, with regard to minor matters, such as an invitation to eat at someone's house, there is no intention to dissolve the vow (Rosh).

## HALAKHA

**על – I am vowing in accordance with the initial intention – נודר**  
דַּעַת הָרֵאשׁוֹנָה אֲנִי נֹדֵר: In the case of one who stipulates that his vows be dissolved until a specific time and forgets what his vow was about, if he declares at the time of the vow that he does so in accordance with his initial intention and later remembers the details of his stipulation, the condition is upheld and the vow is void. If he does not say so, then the condition is nullified and the vow is upheld, in accordance with Rava's opinion (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 2:5; *Shulhan Arukh*, *Yoreh De'a* 211:3).

רַבָּא אָמַר: לְעוֹלָם כְּדֹאֲמַרְיֵינוּ מִעִיקְרָא. הֲכָא בְּמֵאֵי עִסְקִינָן – כְּגוֹן שֶׁהִתְנָה בְּרֵאשׁ הַשָּׁנָה וְלֹא יָדַע בְּמָה הִתְנָה, וְהִשְׁתָּא קָא נֹדֵר. אִי זְכוּר בְּשִׁעַת הַנֹּדֵר, וְאָמַר "עַל דַּעַת הָרֵאשׁוֹנָה אֲנִי נֹדֵר" – נֹדְרִיהּ לִית בֵּיהּ מִמְּשָׂא. לֹא אָמַר "עַל דַּעַת הָרֵאשׁוֹנָה אֲנִי נֹדֵר" – עִיקְרִיהּ לְתַנְאִיהּ וְקִיָּים לְנֹדְרִיהּ.

Rava said: Actually, say as we said<sup>N</sup> initially, that he does remember his stipulation at the time of the vow. With what are we dealing here? It is a case where he stipulated a condition on Rosh HaShana rendering void vows that he would make later in the year, but he did not know with regard to which vows he made the stipulation, and now he makes a vow. If he remembers at the time of the vow and says: I am vowing in accordance with the initial intention,<sup>H</sup> when I stipulated that all vows should be void, his vow has no substance. However, if he did not say: I am vowing in accordance with the initial intention,<sup>N</sup> then he has uprooted his stipulation and upheld his vow.

רַב הוּנָא בַר חִינָנָא סִבֵּר לְמִדְרָשִׁיהּ בְּמִירְקָא. אָמַר לִיהּ רַבָּא: תַּנָּא קָא מְסַתֵּים לָהּ סְתוּמֵי בְּדִי שְׁלֵא יִנְהַגוּ קְלוֹת רֵאשׁ בְּנִדְרוֹם, וְאֵת דְרִשְׁתָּ לִיהּ בְּמִירְקָא?!

The Gemara relates that Rav Huna bar Hinnana intended to teach this topic at the Festival lecture,<sup>B</sup> so that everyone would learn this manner of rendering vows void on Rosh HaShana. Rava said to him: The *tanna* of the mishna conceals it and does not say it explicitly, despite the fact that it is studied by Torah scholars, in order that the public not treat vows lightly, and you teach it publicly at the Festival lecture?

אִיבְעֵינָא לָהּ: פְּלִיגֵי רַבְנָן עֲלֵיהּ דְרַבִּי אֱלִיעֶזֶר בֶּן יַעֲקֹב אוּ לֹא? וְאִם תִּמְצָא לֹאמַר פְּלִיגֵי, הֲלִכְתָּא בְּתוֹתִיהּ אוּ לֹא? תָּא שְׁמַע, דְתַנָּן: הָאוֹמֵר לְחֵבְרִי

§ A dilemma was raised before the scholars: Do the Rabbis disagree<sup>N</sup> with Rabbi Eliezer ben Ya'akov in the mishna or not? And if you say that they disagree with him, is the *halakha* in accordance with his opinion or not? The Gemara suggests a proof: Come and hear, as we learned in a mishna (63b): One who says to another:

## BACKGROUND

Lecture [*pirka*] – פִּירְקָא: The word *pirka* is the title given to the public lecture of a Sage in which he teaches the community how to perform the *halakha* in actual practice. As a rule, these lectures were given close to one of the Festivals and the Sage would explain the *halakhot* related to the Festival. These lectures, which were intended for the entire community and not only for

Torah scholars, were different from the standard lectures given by the Sages in their academies. It was customary that, as a courtesy, students would not ask questions of the Sage during these lectures as they often did during regular lectures, since they were given before the entire community.

## Perek III

## Daf 24 Amud a

"קוֹנָם שְׂאִינִי נִהְיָה לְךָ אִם אֵי אֶתָּה נוֹטֵל לְבַנְךָ בּוֹר שֶׁל חִישִׁין וְשְׁתֵּי תְּבִיּוֹת שֶׁל יַיִן" – הֲרֵי זֶה יָכוֹל לְהַתִּיר אֶת נֹדְרוֹ שְׁלֵא עַל פִּי חֲכָם. שְׂיָכוֹל לֹאמַר לוֹ: כְּלוּם אָמַרְתָּ אֶלָּא בְּשִׁבְלִי כְּבוֹדִי – זֶה הוּא כְּבוֹדִי.

Benefiting from you is *konam* for me<sup>H</sup> if you do not take from me for your son a *kor* of wheat and two barrels of wine as a gift, this other individual can dissolve his vow without the involvement of a halakhic authority. This is because he can say to the one who vowed: Did you say your vow for any reason other than due to my honor, in order to convince me to accept a gift for my son? This is my honor, that I refrain from accepting the gift.

## HALAKHA

קוֹנָם שְׂאִינִי נִהְיָה – Benefiting from you is *konam* for me, etc. – לְךָ וְכוּ': If one takes a vow with regard to another and says to him: Benefiting from you is *konam* for me unless you take such and such an item from me, the other may dissolve his vow without making a request to a halakhic authority for dissolution by saying: Your intent was to honor me, and it is my honor that I do not take it.

If he said to the other: Benefiting from me is *konam* for you if you do not give me such and such an item, and he subsequently wants to annul his vow, he can say: It is as though I received it, in accordance with the opinion of the Rabbis, who disagree with Rabbi Meir. The Rema writes that early authorities dispute whether he can do so with regard to nullifying an action as well,

such as where he says: My possessions are *konam* for you if you go to a certain place, and he went. Some hold that he cannot nullify an action that already occurred and therefore cannot say: It is as though you did not go (Ran, citing Rashba). However, others say that he can nullify an action as well (*Beit Yosef*, citing Ran and *Terumat HaDeshen*; Rabbi Levi ibn Hāviv).

The *Shakh*, citing the Ran, claims that all the aforementioned cases that do not require dissolution occur only when one speaks in general terms. But if the one taking the vow specifically says that he wishes to be honored by his friend accepting the gift, then it is considered a binding vow even if the other says: This is my honor not to accept it (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 8:1, 14; *Shulhan Arukh*, *Yoreh De'a* 232:20).

NOTES

I am not a dog – לֹא כְּלָבָא אֲנָא: The Ran explains that the discussion indicates that the giver had benefited in the past from the receiver and that is why he wants to give him such a large gift now.

BACKGROUND

Dog – כְּלָבָא: In the mishnaic and talmudic periods, it was not customary to raise dogs as pets, and this remained true until recent times in many Middle Eastern countries. Dogs were generally street animals that wandered about and found their own food from the garbage. Consequently, the word dog was used to indicate disgrace, as dogs were considered parasites that served no purpose, and they were given food only out of mercy. Therefore, it is understandable that one who finds himself in the position of always being a recipient may think that he is treated with contempt, like a dog.

טַעֲמָא דְדָאֵר זֶה הוּא כְּבוֹדִי הָא לָא הָכִי – נִדְרָא הוּא. מִנֵּי? אִי רַבִּי אֱלִיעֶזֶר בֶּן יַעֲקֹב – נִדְרֵי זִירוּזִין הֵי. אֶלָּא שְׂמַע מִינָהּ: פְּלִגֵּי רַבְנָן עֲלֶיהָ.

לְעוֹלָם רַבִּי אֱלִיעֶזֶר בֶּן יַעֲקֹב הִיא, וּמוֹדָה רַבִּי אֱלִיעֶזֶר בֶּן יַעֲקֹב בְּהָא דְנִדְרָא הוּא, דְּדָאֵר לִיה: לֹא כְּלָבָא אֲנָא, דְּמִיתְהִינָא מִינָהּ וְלֹא מִיתְהִינָא מִינָא.

תָּא שְׂמַע: הָאוּמֵר לְחַבִּירו "קוֹנָם שְׂאֲתָה נְהִינָת לִי אִם אִי אֲתָה נוֹתֵן לְבְנִי בּוֹר שֶׁל חֵיטִין וְשֵׁטִי חֲבִיזוֹת שֶׁל יָוֵן" רַבִּי מֵאִיר אוֹמֵר: עַד שֵׁיטָן, וְחֲכָמִים אוֹמְרִים: אִף זֶה יָכוֹל לְהִתִּיר אֶת נִדְרוֹ שְׂלֹא עַל פִּי חֲכָם, שִׁיכוֹל לֹמֵר: הֲרִינִי כְּאִילוֹ הִתְקַבְּלָתִי.

טַעֲמָא דְדָאֵר "הֲרִינִי כְּאִילוֹ הִתְקַבְּלָתִי", הָא לָא הָכִי – נִדְרָא הוּא. מִנֵּי? אִי רַבִּי אֱלִיעֶזֶר בֶּן יַעֲקֹב – נִדְרֵי זִירוּזִין הֵי, אֶלָּא לָא – רַבְנָן, וּפְלִגֵּי!

לֹא, לְעוֹלָם רַבִּי אֱלִיעֶזֶר בֶּן יַעֲקֹב, וּמוֹדָה רַבִּי אֱלִיעֶזֶר בְּהָא דְנִדְרָא הוּא, מִשּׁוּם דְּדָאֵר לִיה: לֹא מְלָכָא אֲנָא, דְּמִתְהִינָא לְךָ וְאֵת לָא מְהִינָת לִי.

אָמַר לִיה מַר קַשִּׁישָׁא בְרִיה דְרַב חֲסִידָא לְרַב אֲשִׁי, תָּא שְׂמַע: נִדְרֵי אוֹנְסִין – הַדִּירוֹ חֲבִירוֹ שְׂאִיכַל אֶצְלוֹ, וְחִלָּה הוּא אוֹ חִלָּה בְּנֵו אוֹ שְׂעֵבְבוּ נִדְרָא. הָא לָא הָכִי – נִדְרָא הוּא. מִנֵּי? אִי רַבִּי אֱלִיעֶזֶר בֶּן יַעֲקֹב – זִירוּזִין הֵי. אֶלָּא לָא – רַבְנָן, וּפְלִגֵּי!

The Gemara infers: **The reason** that he may dissolve the vow without a halakhic authority is **because** the potential recipient said: **This is my honor. But if he did not say so, then it is a vow.** The Gemara clarifies: **Whose opinion** does this follow? If it is the opinion of Rabbi Eliezer ben Ya'akov, then it is included in the category of vows of exhortation and is not considered a vow, since the intention was solely to encourage the other individual to accept the gift. **Rather, conclude from this mishna that the Rabbis disagree with him** and hold that vows of exhortation are also vows.

The Gemara responds: **Actually, it is in accordance with the opinion of Rabbi Eliezer ben Ya'akov, but Rabbi Eliezer ben Ya'akov concedes in this case that it is a vow** and not just a means of encouragement **because** the one who took the vow **said to him: I am not a dog,<sup>NB</sup> that I benefit from you and you do not benefit from me.** Therefore, one truly wants the vow to be valid so that the other will accept the gift, and it was not intended merely as a means of encouragement.

The Gemara suggests another proof: **Come and hear** the continuation of that mishna: So too, in the case of **one who says to another: Benefiting from me is konam for you if you do not give my son a kor of wheat and two barrels of wine, Rabbi Meir says:** The vow is valid, and he may not benefit from the one who took the vow **until he gives the gift. And the Rabbis say: Even this individual who took the vow can dissolve his own vow without** the involvement of a halakhic authority, as he can say: **I hereby consider it as though I received the gift from you.**

The Gemara infers: **The reason is because he said: I hereby consider it as though I received it from you. But if he did not say so, it would be a vow.** The Gemara clarifies: **Whose opinion** does this statement reflect? If it reflects the opinion of Rabbi Eliezer ben Ya'akov, then it is included in the category of **vows of exhortation. Rather, is it not the opinion of the Rabbis, and this demonstrates that the Rabbis disagree with him with regard to vows of exhortation?**

The Gemara responds: **No, actually it is possible that it is in accordance with the opinion of Rabbi Eliezer ben Ya'akov. And Rabbi Eliezer ben Ya'akov concedes in this case that it is considered a vow because** the one that took the vow **says to him: I am not a king that I provide benefit to you and you do not provide benefit to me.** Consequently, the intent is not simply to encourage him but rather, to actually take a vow.

**Mar Kashisha, son of Rav Hisda, said to Rav Ashi: Come and hear a proof from a mishna (27a):** What are examples of **vows impeded by circumstances beyond one's control,<sup>H</sup>** which do not require dissolution? **If one's friend took a vow with regard to him that he should eat with him, and then he became sick, or his son became sick, or a river that he was unable to cross barred him from coming,** these are vows impeded by circumstances beyond one's control. The Gemara infers: Such a vow does not require dissolution in cases like these, but **if not for this unavoidable element, it would be a vow.** The Gemara clarifies: **Whose opinion** does this follow? If it follows the opinion of **Rabbi Eliezer ben Ya'akov, then they are vows of exhortation** that he did not intend to be treated as vows at all. **Rather, is it not the opinion of the Rabbis, and it is therefore clear that the Rabbis disagree with him?**

HALAKHA

**Vows impeded by circumstances beyond one's control – נִדְרֵי – אוֹנְסִין:** If one vows that his friend should be his guest and eat with him, and his friend or his friend's son becomes sick or he was barred by a river from coming, these are considered vows impeded by circumstances beyond one's control and are dissolved. The Rema writes that it is also considered an vow whose fulfillment is impeded by circumstances beyond one's control if the friend would need to give a large sum of money in order

to eliminate the circumstance that precludes him from coming (Rivash) or if a governmental decree, including a monetary fine, was imposed against him not to come (*Beit Yosef*, citing Responsa of the Rashba). The Rema discusses further the details concerning various vows impeded by circumstances beyond one's control that postpone the date of paying obligations (Rambam *Sefer Haifa'a*, *Hilkhot Nedarim* 4:1 and *Hilkhot Shevuot* 3:1; *Shulhan Arukh, Yoreh De'a* 232:12).

The potential guest caused a vow to be taken by the host – **ומינא אדריה למזמנא**: If one invites his friend to eat with him and takes a vow with regard to him if he does not, it is considered a vow of exhortation. But if one invites his friend to eat with him and the potential guest says: Vow to me that I must eat with you so that I do not have to eat somewhere else, and the host takes such a vow, it is a vow (*Shulhan Arukh, Yoreh De'at* 232:3).

לעולם רבי אליעזר בן יעקב, ומי סברת דאדריה מזמנא לזמינא? לא, דזמינא אדריה למזמנא. דאמר ליה: מזמנת לי לסעודתיך? אמר ליה: אין. נדר זה עליך? ונדר. וחלה הוא. או שחלה בנו, או שעכבו נהר – הרי אלו נדרי אונסין.

Rav Ashi responds: **Actually, this follows the opinion of Rabbi Eliezer ben Ya'akov. But do you hold that in the case here the host took a vow with regard to the potential guest? No, the case here is where the potential guest caused a vow to be taken by the host<sup>h</sup> and said to him: Do you invite me to your meal? The inviter said to him: Yes. The invitee then asked him: Is this vow upon you, i.e., do you vow to do so? The inviter agreed and he vowed, and then he became sick, or his son became sick, or a river barred him from coming; these are vows impeded by circumstances beyond one's control.** Because the vow was initiated by the potential guest rather than the host, it cannot qualify as a vow of exhortation. Consequently, dissolution is not allowed except when unavoidable situations like these occur.

תא שמע: יתר על כן אמר רבי אליעזר בן יעקב: האומר לחבירו "קונם שאני נהנה לך אם אי אתה מתארח אצלי ותאכל עמי פת חמה ותשתה עמי כוס חמין", והלה הקפיד בנגדו – אף אלו נדרי ירוזין. ולא הודו לו חכמים. מאי "לא הודו לו חכמים"? לאו

Come and hear another proof: **Further to the point of the mishna, Rabbi Eliezer ben Ya'akov said: In the case of one who says to his friend: Benefiting from you is *konam* for me if you do not lodge with me, and eat hot bread with me, and drink a cup of hot water with me, and the other becomes irritated at him because he was forcing him to do so, these are also vows of exhortation. But the Rabbis did not concede to him on this issue, because the friend's opposition implies that the vow must be a valid vow and not a vow of exhortation. The Gemara clarifies: What is the meaning of: The Rabbis did not concede to him? Does it not**

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דאפילו בקמייתא, ושמע מינה פליגי רבנן עליה. שמע מינה.

mean that even in the earlier cases,<sup>N</sup> where he did not become irritated, they disagree with regard to vows of exhortation and hold that these vows are indeed valid, and can one conclude from here that the Rabbis disagree with him? The Gemara concludes: **Conclude from here that this is so.**

מאי הוי עליה? תא שמע, דאמר רב הונא: הלכה כרבי אליעזר בן יעקב, וכן אמר רב אדא בר אבהו: הלכה כרבי אליעזר בן יעקב.

With regard to the practical conclusion of this dispute, the Gemara asks: **What halakhic conclusion was reached about this matter?**<sup>N</sup> Does the *halakha* follow the opinion of the Rabbis or that of Rabbi Eliezer ben Ya'akov? The Gemara answers: **Come and hear that which Rav Huna said: The *halakha* is in accordance with the opinion of Rabbi Eliezer ben Ya'akov. And so said Rav Adda bar Ahava: The *halakha* is in accordance with the opinion of Rabbi Eliezer ben Ya'akov.**

NOTES

That even in the earlier cases – דאפילו בקמייתא: Based on the text found in the Gemara, some commentaries explain this phrase as referring to the previous *baraitot* cited by the Gemara here (Commentary on *Nedarim*). Others interpret it as referring to the mishna (23a), which speaks of one who wishes his vows not to be valid (*Tosefot Rabbeinu Peretz*).

Some early commentaries ask: How do the statements of the Rabbis in this *baraita* demonstrate that they also disagree in other cases? Rabbi Avraham min HaHar, citing the Commentary on *Nedarim*, notes that the case in this *baraita* is likelier to be one of vows of exhortation than the other *baraitot*. If the Rabbis hold in this case that they are not vows of exhortation, then certainly they would argue the same in the previous cases. However, due to this question, others prefer a different version of the text, which reads as follows: Can one learn from here that the Rabbis disagree with him even in the earlier cases? No, they disagreed only in the latter one. According to this, the suggestion that they disagree is immediately refuted and no proof can be brought that the Rabbis disagree with everything that Rabbi Eliezer ben Ya'akov says (Rashba).

מאי הוי – עליה: According to the version of the text cited in the previous note, that the question of whether the Rabbis disagree with Rabbi Eliezer ben Ya'akov is not resolved, this statement means the same as when it is written elsewhere in the Gemara: How is the question resolved? Do the Rabbis disagree with Rabbi Eliezer, and is the *halakha* in accordance with his opinion? The question is then resolved by the fact that Rav Huna ruled in accordance with the opinion of Rabbi Eliezer, which indicates both that a dispute exists and that the *halakha* is in accordance with his opinion (Rashba). However, according to the standard text of the Gemara, that the question of whether the Rabbis disagree with Rabbi Eliezer ben Ya'akov has already been resolved, the question here is whether the *halakha* is in accordance with his opinion. It is then resolved by citing Rav Huna, who ruled in accordance with the opinion of Rabbi Eliezer (Commentary on *Nedarim*; *Tosafot*; *Tosefot Rabbeinu Peretz*). Others interpret the question as asking whether the previous interpretation is correct and whether it is the *halakha*. Therefore, Rav Huna's statement was brought as a response (Rid; Rabbi Avraham min HaHar).

**Vows of exaggeration – נְדָרֵי הֶבְאִי:** Vows of exaggeration are not considered vows, since people often exaggerate to reinforce their words, without intending to take a vow. Examples of this include if one says about a certain item: It is *konam* if I did not see on the road the same number of people who left Egypt, or: I saw a snake as big as the beam of an olive press, or: A wall as high as the sky. The Rema, citing the *Tur* and others, notes that if one says he stands by his statement and intends it as a vow, it is indeed a vow. Some hold that vows of exaggeration are those in which the one vowing exaggerates but that this category does not include vows consisting of a total fabrication. The *Shakh* and *Taz* note that others make no distinction (Rambam *Sefer Hafla'a, Hilkhot Shevuot* 3:5 and *Hilkhot Nedarim* 4:1; *Shulhan Arukh, Yoreh De'a* 232:4).

**Oaths of exaggeration – שְׁבוּעוֹת הֶבְאִי:** One is not punished for taking an oath of exaggeration. With regard to whether a prohibition exists, some hold that there is no difference between an oath and a vow: Just as vows of exaggeration are permitted, so too are oaths of exaggeration permitted. Others claim that one is prohibited from taking an oath of exaggeration, but one is not liable to bring an offering for doing so, and this is what the Rambam implies (see *Ra'avad*). The difference of opinion appears to be the result of the differing textual versions of this Gemara (Rambam *Sefer Hafla'a, Hilkhot Shevuot* 3:5; *Shulhan Arukh, Yoreh De'a* 239:1).

BACKGROUND

**Beam of an olive press – קורת בית הבר:** In order to press oil out of olives, one places the olives in soft baskets known as *akalim* and places the baskets in an elevated location. A long, thick, and heavy beam is then placed upon them, one end of which is stuck into a hole in the wall. A heavy weight or stone is tied to the other end in order to apply intense pressure on the olives, similar to a lever. The oil then flows into a small hewn pit or into vessels prepared for collecting it.



Olive press in Tel Hazor, Israel

LANGUAGE

**Exaggeration [havai] – הֶבְאִי:** This refers to matters that have no substance, e.g., exaggerations, chatter. There are various opinions about the source of the word, and some suggest that it is close to several Arabic roots that mean flying dust that is seen in sunlight.

**מתני' נְדָרֵי הֶבְאִי:** אָמַר "קוֹנָם אִם לֹא רָאִיתִי בַדֶּרֶךְ הַזֶּה כְּעוֹלֵי מִצְרַיִם" אִם לֹא רָאִיתִי נַחֵשׁ כְּקוֹרֵת בֵּית הַבֵּר.

**גמ' תנא:** נְדָרֵי הֶבְאִי – מוֹתְרִין, שְׁבוּעוֹת הֶבְאִי – אִסּוּרִין.

**היכי דמי שבועות הֶבְאִי?** אֵילִימָא דְאָמַר "שְׁבוּעָה אִם לֹא רָאִיתִי בַדֶּרֶךְ הַזֶּה" – מִיִּדְעָם קְאָמַר?

**אָמַר אַבְי:** דְאָמַר "שְׁבוּעָה שְׂרָאִיתִי" אָמַר לִיָּה רָבָא: אִם בְּנִלְמָה לִי לְמִימַר? וְעוֹד, דּוּמְיָא דְנָדַר קְתַנֵּי! אֶלָּא אָמַר רָבָא: בְּאוּמִר "יֵאָסְרוּ פִירוֹת הָעוֹלָם עָלַי בְּשְׁבוּעָה אִם לֹא רָאִיתִי בַדֶּרֶךְ הַזֶּה כְּעוֹלֵי מִצְרַיִם".

**אָמַר לִיָּה רַבִּינָא לְרַב אֲשִׁי:** וְדַלְמָא הָאִי גְבַרָא קִינָא דְשׁוּמְשָׁמֵי חוּזָא, וְאִסְיָק לְהוּן שְׁמָא "עוֹלֵי מִצְרַיִם", וְשִׁפִּיר מִשְׁתַּבְּע!

**MISHNA** Vows of exaggeration<sup>HN</sup> that the Sages dissolved without a request to a halakhic authority, as described in the first mishna in the chapter, include the following examples. If one said concerning a certain item: It is *konam* for me if I did not see on this road as many people as those who ascended from Egypt, or if he said: It is *konam* for me if I did not see a snake as large as the beam of an olive press,<sup>P</sup> in these cases the speaker did not intend to vow but used hyperbole to demonstrate a point, and it is understood by others that the expression is not to be taken literally.

**GEMARA** A Sage taught: Items rendered forbidden through vows of exaggeration [*havai*]<sup>L</sup> are permitted; items rendered forbidden through oaths of exaggeration<sup>HN</sup> are forbidden. Since oaths are very severe, one does not take an oath unless he intends it seriously. Therefore, it is not viewed as an oath of exaggeration.

The Gemara clarifies the details: **What are the circumstances of the case of oaths of exaggeration? If we say that it is when one said: I take an oath if I did not see on this road as many people as those who ascended from Egypt, is he saying anything?** This statement is not formulated in the form of an oath and therefore has no validity at all, even if he was serious.

The Gemara answers: **Abaye said that in a case where one says: I take an oath that I saw on this road as many people as those who ascended from Egypt, the oath is valid. If he did not see that many people, he has taken a false oath. Rava said to him: If so, why do I need to say this;**<sup>N</sup> it is not a novelty? **And furthermore, it teaches that the case of an oath is similar to that of a vow:** Just as in the case of a vow he speaks of not seeing, so too with regard to an oath he must be speaking of not seeing. **Rather, Rava said: An oath of exaggeration is where he says: All the produce of the world shall be forbidden to me by an oath if I did not see on this road as many people as those who ascended from Egypt.**

**Ravina said to Rav Ashi: And perhaps this man saw an anthill and called them: Those who ascended from Egypt, because the quantity of ants was so numerous, and he took an oath properly.** Why, then, do we say that this is an oath taken in vain?

NOTES

**Vows of exaggeration, etc. – נְדָרֵי הֶבְאִי וכו':** Some explain that the two examples mentioned here are both typical of vows of exaggeration, where people exaggerate after seeing something unusual and do not intend for their words to be taken literally (*Tosafot*; Meiri). However, the Ran and Rabbi Avraham min HaHar hold that the two examples categorized as vows of exaggeration in the mishna are two separate matters. One is a vow of exaggeration in the sense of hyperbole. The other is a complete fabrication, according to an interpretation of the Gemara mentioned later (25a).

**Oaths of exaggeration, etc. – שְׁבוּעוֹת הֶבְאִי וכו':** Some early commentaries had another version of this text that reads: Just as vows of exaggeration are permitted, so too are oaths of exaggeration permitted. Many commentaries hold that this other version is the correct one (Ran; *Shita Mekubbetzet*), and some note that the *Tosefta* (2:1) explicitly uses this language.

The Ritva addresses both versions of the text and suggests that the difference should be resolved by saying that oaths of exaggeration are permitted in the sense that no prohibition takes effect concerning the item, since he did not intend to actually create this prohibition. The other version, if it is accepted, teaches that one is prohibited from taking such an oath due to the prohibition against taking an oath in vain. Rabbeinu Tam writes similarly in his *Sefer HaYashar*, that one who takes an oath of exaggeration has transgressed the prohibition against taking an oath in vain.

However, in the Jerusalem Talmud two *baraitot* are cited, one that says that items forbidden by oaths of exaggeration are forbidden and the other that says they are permitted. The Gemara there suggests that there is no dispute between the *baraitot*, since each is speaking of a unique case. In a case where one insists that he intended his words seriously and did not intend to exaggerate, the oath takes effect and the item is rendered forbidden. But if one does not stand by his words and claims that they were intended as an exaggeration with no intention to swear, the oath is not valid (Rashba).

Another reason offered to explain why oaths of exaggeration take effect is that, due to the stringency of taking oaths using God's name, it is assumed that one who takes an oath, e.g., with respect to produce, actually intends to render the produce forbidden to him. By contrast, with regard to vows of exaggeration there is no mention of God's name. Therefore, people are not as careful with their words, and it is possible that they are simply exaggerating without intention to prohibit anything (*Tosafot Yeshanim*; *Talmidei Rabbeinu Peretz*).

**Why do I need to say this – לְמָה לִי לְמִימַר:** Some commentaries explain that if the issue at hand is that of an oath taken in vain, this is certainly an oath taken in vain, and there is no novelty to the statement. According to those who have the version of the text which reads: Oaths of exaggeration are permitted, this phrase can be interpreted to mean that this is not considered an oath here, since people often exaggerate in such ways (Rashba).