

All of you are prohibited from eating figs except for father, etc. – כּוּלְכֶם אֶסוּרִין חוּץ מֵאָבִי וכו' – Most commentaries are of the opinion that the difference between the formulations: All of you are prohibited from eating figs except for father, and: So-and-so and so-and-so are prohibited from eating figs and father is permitted to do so, is the fact that in the second he changed his statement so the initial statement is completely dissolved. By contrast, in the first formulation, where he retains the initial wording that all are prohibited from partaking but makes an exception for his father, the vow is not dissolved and all others are still prohibited from eating.

אָמַר רַבָּה: דְּכוּלֵי עֲלֵמָא, כּוּלְ הֵיכָא דְאָמַר:
אִילוּ הָיִיתִי יוֹדֵעַ שְׂאֲבָא בִּינְיָכֶם הָיִיתִי
אוֹמֵר "כּוּלְכֶם אֶסוּרִין חוּץ מֵאָבִי" –
דְּכוּלְהוֹן אֶסוּרִין וְאָבִיו מוּתָר. לֹא נַחְלְקוּ
אֲלָא בְּאוֹמַר: אִילוּ הָיִיתִי יוֹדֵעַ שְׂאֲבָא
בִּינְיָכֶם הָיִיתִי אוֹמֵר "פְּלוּנִי וּפְלוּנֵי אֶסוּרִין
וְאָבִי מוּתָר".

Rabba said: Everyone in the mishna, i.e., Beit Shammai and Beit Hillel, holds that wherever one says: Had I known that my father was among you I would have said: All of you are prohibited from eating figs^H except for father,^N then in that case all are prohibited from doing so and his father is permitted to do so. They disagreed only in an instance where one said: Had I known that my father was among you then I would have said: So-and-so and so-and-so, i.e., all the others, are prohibited from eating figs and father is permitted to do so.

HALAKHA

I would have said: All of you are prohibited from eating figs, etc. – הָיִיתִי אוֹמֵר כּוּלְכֶם אֶסוּרִין וכו' – The principle that a vow that is partially dissolved is completely dissolved applies when one initially says: All of you are prohibited from partaking, and subsequently qualifies that had he known his father was among the group, he would not have used those words but would have said: So-and-so and so-and-so are prohibited from partaking.

However, if at the time it became known to him that his father was present he said: Had I known I would have said that all of you are prohibited from partaking except for father, but he does not change his initial formulation, then only his father is permitted to partake and the others are not, in accordance with the opinion of Rabba, who was Rava's teacher (Rambam *Sefer Hafla'a, Hilkhot Nedarim* 8:6; *Shulḥan Arukh, Yoreh De'a* 232:8).

Perek III

Daf 26 Amud a

וְרַבָּא אָמַר: דְּכוּלֵי עֲלֵמָא, כּוּלְ הֵיכָא דְאָמַר:
אִילוּ הָיִיתִי יוֹדֵעַ שְׂאֲבָא בִּינְיָכֶם הָיִיתִי
אוֹמֵר "פְּלוּנִי וּפְלוּנֵי אֶסוּרִין וְאָבִי מוּתָר" –
כּוּלְכֶם מוּתָרִין. לֹא נַחְלְקוּ אֲלָא בְּאוֹמַר:
אִילוּ הָיִיתִי יוֹדֵעַ שְׂאֲבָא בִּינְיָכֶם הָיִיתִי
אוֹמֵר "כּוּלְכֶם אֶסוּרִין חוּץ מֵאָבִי".

And Rava said: Everyone holds^N that anywhere that one says: Had I known that father was among you I would have said: So-and-so and so-and-so are prohibited to partake and father is permitted to do so, then all are permitted to partake. They disagree only in a case where one says: Had I known that father was among you I would have said: All of you are prohibited from partaking^N except for father.

בֵּית שַׁמַּי סָבְרִי לָהּ כְּרַבֵּי מַאֲרִי, דְּאָמַר:
תְּפוס לְשׁוֹן רַאשׁוֹן.

The rationale of the dispute is the following: Beit Shammai hold in accordance with the opinion of Rabbi Meir, who said: If one initially makes one declaration and immediately afterward makes a conflicting declaration, hold him accountable for the first expression. Since he initially said: All of you are prohibited from partaking, this expression is the effective one and they are all prohibited from doing so. The addition of the words: Except for father, is viewed as a clarification of the previous expression, simply indicating that his father is not included in the prohibition.

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וְרַבָּא אָמַר דְּכוּלֵי עֲלֵמָא וכו' – And Rava said: Everyone holds, etc. – Early commentaries dispute the interpretation of Rava's opinion. Some hold that Rava rejects Rabba's principle that if one changes his formulation he dissolves the first vow. Rather, Rava's primary consideration is that if one says the second time: All of you are prohibited from partaking except father, this formulation does not dissolve the vow with regard to the others according to all opinions, but it is subject to the dispute between Beit Shammai and Beit Hillel. However, if one specifies which individuals are prohibited from partaking and which are permitted to do so, he thereby dissolves the first vow and all are permitted to partake (*Tosafot*; *Rosh*). By contrast, the Ran interprets Rava as agreeing with Rabba that anyone who changes the language of the first vow dissolves it and it is as though he had not taken a vow. They only disagree where he maintains the first formulation and does not cancel it.

They disagree only...all of you are prohibited from partaking, etc. – לֹא נַחְלְקוּ אֲלָא...כּוּלְכֶם אֶסוּרִין וכו' – According to the interpretation of the Rosh, which is accepted by the *Tosafot Yeshanim*, there is no difference whether one first says: All of you, or if he says: This one and that one, since the *halakha* is determined by his formulation at the time of retraction. If at that time he says that he would have said: This one and that one, then all are permitted to partake. However, if he says that he would have said: All of you, then the matter is subject to dispute between Beit Shammai and Beit Hillel. By contrast, according to other commentaries, if he first says: This one and that one, and then retracts and says that he would have said: All of you, everyone agrees that the vow is dissolved. Beit Hillel and Beit Shammai disagree only in a case where one does not change his basic formulation (Rabbeinu Tam, *Sefer HaYashar*; Rashba; Ran).

ובית הלל סברי לה כרבי יוסי, דאמר:
בגמר דבריו אדם נתפס.

איתבייה רב פפא לרבא: כיצד אמר
רבי עקיבא נדר שהותר מקצתו הותר
כולו? "קונם שאיני נהנה לכולכם",
הותר אחד מהן – הותרו כולם: "שאיני
נהנה לא לזה ולזה" הותר הראשון –
הותרו כולם, הותר האחרון – האחרון
מוותר, וכולן אסורין.

בשלמא לרבה – מוקים לה לרישא
דאמר "לזה ולזה",

ויספא דאמר "לכולכם".

אלא לדידה, בשלמא רישא מוקים לה
דאמר "לכולכם",

And by contrast, Beit Hillel hold in accordance with the opinion of Rabbi Yosei, who said: A person is held accountable even for the conclusion of his statement, and the second formulation is the primary one. Therefore, the fact that one altered his formulation to exclude his father from the prohibition means that the vow is partially canceled, and a vow that is partially dissolved is dissolved completely.

Rav Pappa raised an objection to Rava from the following mishna (66a): In what case did Rabbi Akiva say that a vow which was partially dissolved is dissolved completely? For example, if one said: The property of all of you is *konam* for me, and for that reason I will not benefit from it, if benefit from one of them was permitted for whatever reason, benefit from all of them is permitted. However, if one said: The property of this one and of that one is *konam* for me, and for that reason I will not benefit from it, then if benefit from the first one was permitted for whatever reason, benefit from all of them is permitted, but if benefit from the last one was permitted, benefit from the last one alone is permitted and benefit from all the others is forbidden.

Rav Pappa explains his objection: Rabba stated that when one qualifies his words by saying: I would have said all of you are prohibited from partaking except father, then all agree that everyone except his father is prohibited from doing so, but that when he adds to his words by saying: I would have said that so-and-so and so-and-so are prohibited from partaking and father is permitted to do so, there is a dispute between Beit Shammai and Beit Hillel. Granted, according to the opinion of Rabba, he establishes Rabbi Akiva's first clause, where benefit from all is permitted, as a case where he retracts and says: I meant to say that the property of this one and of that one,ⁿ but not that of so-and-so, is *konam* for me, which accords with the opinion of Beit Hillel.

And the last clause of the mishna, in which benefit from the last one alone is permitted, but benefit from all the others remains forbidden, is a case where he retracts and says: The property of all of you is *konam* for me except for that of one of you. According to the opinion of Rabba, both Beit Shammai and Beit Hillel would agree that in this case the one who stated the vow is permitted to benefit only from the one excluded from the vow.

But according to you, Rava, who holds that if he said: I would have said that so-and-so and so-and-so are prohibited to partake and father is permitted to do so, all concede that everyone is permitted to partake, and that the dispute pertains to when one says: I would have said that all of you are prohibited to partake except for father, granted, he establishes the first clauseⁿ of Rabbi Akiva's statement as a case where he retracts and says: The property of all of you is *konam* for me except for that of father, and benefit from all is permitted, in accordance with the opinion of Beit Hillel.

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He establishes his first clause where he says: Of this one and of that one, etc. – מוקים לה לרישא דאמר לזה ולזה וכו' – The Ran, consistent with his earlier reasoning, interprets the first clause mentioned here to include the first two cases: The property of all of you is *konam* for me, and: The property of this one and of that one is *konam* for me. In the Ran's opinion, he changed his formulation in both of these cases. In the first case, he initially said: Of all of you, and afterward says that he would have said: Of this one and of that one. In the second case, he first said: Of this one and of that one, and afterward he says that he would have said: Of all of you. However, the last clause, which says that only benefit from the last individual is permitted, is referring to a case where he was consistent in his formulation throughout, either saying: Of this one and of that one, or saying: Of all of you, but in both cases adding the words: Except father,

to the latter statement. This is also the interpretation in the *Shita Mekubbetzet*.

According to the Rosh, the first clause includes only the first case of: Of all of you, and the latter clause includes only the second case of: Of this one and of that one. However, Rav Pappa does not address the last case of: Benefit from the last one alone is permitted, at all. He adds that since Rabba holds that all agree that the vow is dissolved when the formulation is changed, the formulation used in both the first and second cases can be explained to refer either to what he says at the time of the vow or what he says when he qualifies it.

Other commentaries have interpreted this passage somewhat differently. They hold like the Ran that the first clause includes the first two cases. However, they do not view them

as separate *halakhot* but rather as one explanation to be understood as follows: When is it true that if he said: The property of all of you is *konam* for me, then if benefit from one is permitted, then benefit from all is permitted? It is when he changed the formulation and said at the end: The property of this one and of that one is *konam* for me, and for that reason I will not benefit from it.

Granted, he establishes the first clause – מוקים רישא מוקים לה: According to the Ran, this means that the one who took the vow affirmed his words and said: Of all of you, both at the time of the vow as well as when qualifying it. According to the Rosh, it means that when he qualified it, he said: Of all of you, which according to Rava is the only case where Rabbi Akiva, who holds like Beit Hillel, disagrees with the Rabbis.

אָלָא סִיפָא דְאָמַר "לְזֶה וְלְזֶה" – רַבִּי עֲקִיבָא הֵיִא, אֲמַאי פְּלִיגִי רַבְנֵי עַלֵיהּ? וְהָאֲמַרְתָּ: דְּבָרֵי הַכֵּל מוֹתֵר!

אָמַר לֵיהּ רַבָּא: וְלִרְבָּה, לְרַבִּי עֲקִיבָא מִי נִחָא סִיפָא? בְּמַאי מוֹקִים לָהּ – דְאָמַר "לְכֹלְכֶם", הִי דִין הוּא רֵאשׁוֹן וְהִי דִין הוּא אַחֲרוֹן?

אָלָא, רִישָׁא – דְאָמַר "לְכֹלְכֶם", וְסִיפָא – בְּגוֹן שְׁתֵּלְאֵן זֶה בְּזוֹה, וְאָמַר: פְּלוֹנִי כְּפְלוֹנִי, וְפְלוֹנִי כְּפְלוֹנִי.

דִּיקָא נְמִי, דְתַנְיָא: הוֹתֵר הָאֲמַצְעִי – הֵימְנוּ וְלִמְטָה מוֹתֵרִין, וְלִמְעַלָּה אֲסוּרִין.

אֵיתִיבֵיהּ רַב אֲדָא בְּרַחֲמֵי רַבָּא: "קוֹנֵם בְּצֵל שְׂאֵנִי טוֹעֵם שֶׁהַבְּצֵל רַע לְלֵב". אָמְרוּ לוֹ: וְהֵלֵא הַבּוֹפְרִי יָפָה לְלֵב! הוֹתֵר בְּכּוֹפְרִי, וְלֹא בְּכּוֹפְרִי בְּלֵבֵי הוֹתֵר – אָלָא בְּכֹל הַבְּצֵלִים. מַעֲשֵׂה הַיָּד הִתֵּירוּ רַבִּי מֵאִיר בְּכֹל הַבְּצֵלִים.

But as the latter clause of that mishna, in the case where he said: I intended to prohibit eating figs to this oneⁿ and to that one, and they are all permitted to do so, is the opinion of Rabbi Akiva, which is evident from the fact that this *halakha* is cited in his name, then according to your opinion why do the Rabbis disagree with him? But haven't you said that all agree that they are all permitted to partake when the one who took the vow explains that he meant: To this one and to that one?

Rava said to Rav Pappa: And according to Rabba, whose opinion you are supporting with this objection, does the latter clause work out well according to Rabbi Akiva? In what case does he establish it? In a case where one retracted and said: From all of you, which of them is the first one and which of them is the last one? The mishna stated that if benefit from the last one was permitted, benefit from the last one alone is permitted and benefit from all the others is forbidden. If he is now saying: From all of you, who is the first and who is the last?

Rather, Rava explains as follows: The first clause is referring to where he said: From all of you, and this follows the opinion of Beit Hillel, who say, according to Rava, that the entire vow is dissolved. And in the latter clause, i.e., the last two cases, it is referring to where he did not specify: From this one and from that one, but where, for example, he linked them to one another^h and said: So-and-so should be prohibited to partake like so-and-so, and so-and-so like so-and-so, but there is no general prohibition on all of them. Rather, each prohibition is linked to another one. Therefore, if the prohibition pertaining to the first individual is dissolved, then all those prohibitions linked to that one are dissolved as well.

The Gemara comments: The language is also precise, as it is taught in a *baraita* concerning this mishna: If the middle one in this chain of people prohibited by the vow from partaking was permitted to do so, then from him and below, i.e., those who were mentioned after him, are permitted to partake, and from him and above, i.e., those who were mentioned before him, are prohibited from partaking. This indicates that the mishna speaks about a case where the prohibitions are linked together. Therefore, the prohibition is dissolved for those who were mentioned after that individual whose prohibition is dissolved.

Rav Adda bar Ahava raised an objection to Rava:ⁿ The mishna (66a) states that if one says: Onions are *konam* for me, and for that reason I will not taste them, because onions are bad for the heart,^b and others said to him: But isn't the *kuferi*ⁿ onion^b good for the heart, the vow is dissolved with regard to *kuferi* onions, and not only with regard to *kuferi* onions is it dissolved, but with regard to all types of onions. The mishna relates that an incident of this kind occurred, and Rabbi Meir dissolved the vow with regard to all types of onions.

HALAKHA

He linked them to one another – שְׁתֵּלְאֵן זֶה בְּזוֹה: If one took a vow prohibiting himself from benefiting from another, and then said about someone else: You should be like so-and-so, he is prohibited to derive benefit from the second person as well. Moreover, if he linked the second person to a third and so on, the same principle applies. If the vow concerning the first

person is dissolved, all of the subsequent vows are dissolved. If the vow concerning the last one is dissolved, this person is permitted and the others are forbidden. If the vow concerning the one in the middle is dissolved, then all those before him are forbidden and all those after him are permitted (*Shulhan Arukh, Yoreh De'a* 229:3).

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But the latter clause where he said: To this one, etc. – אָלָא סִיפָא דְאָמַר לְזֶה וְלְזֶה: Most commentaries hold that the term latter clause here does not mean the same as it did previously. Rather, it is referring to the section which was previously called the first clause, i.e., the latter part of the first clause where the one who took the vow says: I will not benefit from this one or from that one, and the *halakha* is that if one is permitted, all are permitted.

The commentaries explain that the reason for this change is that, according to Rabba, who holds that the status of the vow is primarily based on the fact that the one who took the vow modified the language used in it, it is logical to teach two separate cases. But according to Rava, who holds that the change in language is not important and everything depends solely on the formulation employed when he recants, even if this case is presented as its own *halakha*, it is still difficult to understand why it is emphasized that this is the opinion of Rabbi Akiva, since no one disagrees with him.

However, the Rid explains that the term latter clause here does mean the last clause, which was also referred to as such previously, and the question is simple: If Rava holds that Rabbi Akiva dissolves the vow in all cases, then how can there be a case such as this, in which the entire vow is not dissolved? The Ran also comments that it is possible to raise a question from this case, but explains that the Gemara chose to ask from the case stated first in the mishna.

Rav Adda bar Ahava raised an objection to Rava – אֵיתִיבֵיהּ רַב אֲדָא בְּרַחֲמֵי רַבָּא: Many commentaries did not have the word Rava in their text. This is understandable, as this objection is relevant to both Rava and Rabba (see Rashba). Instead, the text they had did not specify Rav Adda asking the question to a specific person. Furthermore, even those who do retain the text with the objection being raised to Rava explain that this is so only because Rav Adda asked this question directly to Rava, but the question is clearly relevant to both opinions (*Shita Mekubbetzet*). There are some whose text has Rabba's name substituted for Rava, and the above explanation can be applied to this version as well.

Kuferi – כּוֹפְרִי: Many interpretations have been given to this word. Some, such as the Commentary on *Nedarim*, suggest that it is the name of a place. Others say that it is a large and ripe onion (Rosh). Still others say it refers to a thin onion (Meiri). A fourth opinion, offered by the *Arukh*, is that *kuferi* is related to the word *kafri*, from the word *kefar*, village, meaning that it grows in a village.

BACKGROUND

שֶׁהַבְּצֵל רַע לְלֵב – Because onions are bad for the heart: Allyl propyl disulfide, C₃H₅S₂C₃H₇, is an oil compound found in onions that gives them their unique flavor. This substance, which denatures hemoglobin and leads to the destruction of red blood cells, is poisonous and may be toxic if ingested in large quantities. In particularly sensitive people, it may even cause death. When onions are sliced, the substance evaporates and causes irritation to one's eyes. When onions are cooked, the substance rapidly evaporates, leaving the onions sweet.

Kuferi onion – כּוֹפְרִי: The word *kuferi* is related to the word *kafri*, i.e., an item that comes from a village. In this case, it is referring to a unique species of onion called a *kuferi* onion. Some say that it was larger than a regular onion but apparently less piquant, with a taste similar to a leek, and therefore not harmful to consume.

BACKGROUND

Basket [kalkala] – כַּלְכָּלָה: The word *kalkala* means a basket or a container. It appears that the *kalkala* was generally woven from willow or palm branches, although some were made of other materials. These baskets had wide openings and elevated rims, though they were not particularly deep. The *kalkala* was typically used for storing soft fruits such as figs, grapes, and the like.



Roman fresco from a villa in southern Italy, featuring a basket with figs. It dates back to the first century.

מאי לאו דאמר: אילו הייתי יודע שהבופרי יפה ללב הייתי אומר "כל הבצלים אסורין וכופרי מותר?"

לא, באומר: אילו הייתי יודע שהבופרי יפה ללב הייתי אומר "בצל פלוני ופלוני אסורין וכופרי מותר". ורבי מאיר אליבא דרבי עקיבא ואליבא דרבנן.

איתיביה רבינא לרבא: רבי נתן אומר: יש גדר שמקצתו מותר ומקצתו אסור. ביצד? גדר מן הכלכלה

What, is it not speaking here of a case where that person said:^N Had I known that the *kuferi* onion is good for the heart I would have said: All onions are forbidden and the *kuferi* onion is permitted? This would be difficult for Rabba, who argues in similar cases that all opinions maintain that the other onions are forbidden, as well as for Rava, who would hold that only Beit Shammai, who follow the opinion of Rabbi Meir, maintain that all onions are forbidden in this type of case, and yet here Rabbi Meir himself permits all types of onions.

The Gemara responds: No, this should be explained as a case where one says: If I had known that the *kuferi* onion is good for the heart, I would have said: Such an onion and such an onion are forbidden to me and the *kuferi* onion is permitted, and the opinion of Rabbi Meir is in accordance with the opinion of Rabbi Akiva^N and also in accordance with the opinion of the Rabbis. This is because, according to Rava, when one says: This one and that one, all agree that everything is permitted.

Ravina raised an objection to Rava: Rabbi Natan says there is a vow that is partially dissolved and partially binding. How so? One who took a vow that benefit from all the items in a basket^B be forbidden to him,

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מאי לאו דאמר וכו' – What, is it not where that person said, etc. – The question is simple to understand according to the opinion of Rabba, since he holds that if one formulates a vow employing the phrase: All onions are forbidden and the *kuferi* onion is permitted, all opinions agree that the *kuferi* onion is permitted and the others are forbidden. According to the opinion of Rava, the question can be understood as indicating an inconsistency in the opinion of Rabbi Meir. Rava explained above (26a) that Beit Shammai's opinion is based upon that of Rabbi Meir, who says that one is held accountable for the former expression, so that if one were to say: All onions are forbidden and the *kuferi* onion is permitted, one would think that Rabbi Meir would hold like Beit Shammai, who, according to Rava, hold that one who uses this phrasing does not dissolve the entire vow. Yet, the mishna states explicitly that Rabbi Meir ruled that the vow was dissolved with regard to all types of onions.

According to the Rashba, the Ran, and others, the Gemara could have answered that even if Beit Shammai hold in accordance with Rabbi Meir, that a person is held accountable for the former expression, there is no reason to think that Rabbi Meir holds like Beit Shammai with regard to the *halakha* of a vow that is partially dissolved. According to this, the answer given in the Gemara was in order to explain the mishna even granting Rav Adda bar Ahava's assumption that Rabbi Meir holds in accordance with the opinion of Beit Shammai.

ורבי מאיר – And Rabbi Meir is in accordance with Rabbi Akiva – אליבא דרבי עקיבא: This means that, according to Rava, it is possible to establish the opinion of Rabbi Meir as being in agreement with the opinion of both the Rabbis and Rabbi Akiva. However, according to Rabba, one must explain that Rabbi Meir holds like his teacher, Rabbi Akiva (*Tosafot Yeshanim*).

Perek III
Daf 27 Amud a

BACKGROUND



White fig

והיו בה בנות שוח, ואמר: "אילו הייתי יודע שבנות שוח בתוכה – לא הייתי נודר" – הכלכלה אסורה, בנות שוח מותרות. עד שבא רבי עקיבא ולימד: גדר שהותר מקצתו – הותר כולו. מאי לאו דאמר: אילו הייתי יודע שבנות שוח בתוכה – הייתי אומר "תאנים שחורות ולבנות – אסורות, בנות שוח – מותרות", ורבי עקיבא היא ופליגי רבנן?

and there were *benot shuah*^B in it, and he said: Had I known that there were *benot shuah* in it I would not have taken a vow, the basket and the remaining figs inside are forbidden, while the *benot shuah* are permitted. This was the accepted ruling until Rabbi Akiva came and taught: A vow which is dissolved partially is dissolved completely. Therefore, all of the produce is permitted. What, is it not referring to a case where one said: Had I known that *benot shuah* were inside it, I would have said that black and white figs are forbidden, and *benot shuah* are permitted, and this is the opinion of Rabbi Akiva, and the Rabbis disagree with him? But according to Rava everyone agrees that all the produce is permitted in a case like this.

BACKGROUND

Benot shuah – בנות שוח: *Benot shuah* is a species of white figs that mature late in the season and may grow to a size which is different from the normal size of other types of figs. This is possibly *Ficus virens*, which is known even today as the white fig. It is found in India, Southeast Asia, Malaysia, and Northern Australia.

Many early commentaries believe that the types of figs known as *benot shuah* and *benot sheva* are identical and the two terms are synonymous, though others are of the opinion that they refer to different species.