

אבל אמר "מודרני הימך" לחודיה – שנייהן אסורין. כי הא דאמר רבי יוסי ברבי חנינא: "מודרני הימך" – שנייהן אסורין.

However, if he said only: **I am avowed from you, they are both prohibited^N** from deriving benefit from one another. This is like that which Rabbi Yosei, son of Rabbi Hanina, said: If one says: **I am avowed from you, they are both prohibited.**

תנן: "הריני עליך חרם" – המודר אסור, אבל מדיר לא! כגון דפריש ואת עלי לא.

The Gemara asks: **We learned** in a mishna (47b) that if one says to another: **I am hereby to you like an item dedicated to the Temple, the one to whom the vow was said is prohibited** from deriving benefit from the one who made the vow, **but the one who made the vow is not** prohibited from deriving benefit from the one with regard to whom the vow was said. However, according to Shmuel, both should be prohibited. The Gemara answers: It is referring to a case **where he specified** this by saying: **And you are not** like an item dedicated to the Temple **for me.**

"את עלי חרם" – הנודר אסור, אבל מודר לא. כגון דפריש ואת עליך לא.

The Gemara asks: That mishna also taught that if one says: **You are to me** like an item dedicated to the Temple, **the one who makes the vow is prohibited** to derive benefit from the other, **but the one to whom the vow was said is not** prohibited from deriving benefit from the one who makes the vow. However, according to Shmuel, both should be prohibited. The Gemara answers: Here too, it is referring to a case **where he specified** this by saying: **And I am not** like an item dedicated to the Temple **for you.**

אבל סתמא מאי – שנייהן אסורים? הא מדקתני ספא: "הריני עליך ואת עלי" שנייהן אסורים – הדין הוא דשנייהם אסורין, הא סתמא – הוא אסור וחתברו מותר!

The Gemara asks: **But** if he stated his vow in an **unspecified** manner, **what, are they both prohibited** from deriving benefit from each other? **From the fact that it teaches in the latter clause** that if one says to another: **I am hereby to you, and you are to me**, like an item dedicated to the Temple, **they are both prohibited** from deriving benefit from each other, it can be derived that **it is in this case both are prohibited**, but if one stated his vow in an **unspecified** manner, **he is prohibited** from deriving benefit from the other individual **and the other is permitted** to derive benefit from him. This is not in accordance with the opinion of Shmuel.

אלא הכי אתמר דרבי יוסי ברבי חנינא: "מודרני אני לך" – שניהם אסורין: "מודרני הימך" – הוא אסור וחתברו מותר.

Rather, **this is how the opinion of Rabbi Yosei, son of Rabbi Hanina, was stated:** If one said to another: **I am avowed to you,^H they are both prohibited** from deriving benefit from one another. However, if he says: **I am avowed from you,^N he is prohibited** from deriving benefit from the other person **and the other is permitted** to derive benefit from him.

NOTES

מודרני – I am avowed from you, they are both prohibited – **הימך...שנייהן אסורין**: It is explained in the Commentary on *Nedarim* that when one says: I am avowed from you, he indicates that he is completely separating himself from that individual, so that he may not benefit from that person, and that person may not benefit from him. This is also the Rosh's second explanation. Alternatively, the Rosh explains that this statement means: I have vowed not to benefit from you, and benefit from me is forbidden to you. The Ran writes that since one expressed the vow in general terms, it includes both his person and his property. Since property cannot derive benefit from a person, he certainly meant that his property is prohibited to the other person.

the term *lekha* means: To you, and also indicates *mishelkha*: From yours. Consequently, the individual taking the vow means to prohibit the other person from deriving benefit from his property, and also to prohibit himself from deriving benefit from that person's property. On the other hand, the term *heimakh* indicates only that he will not benefit from the other's property. The Ran adds that this distinction between the terms is neutralized if one adds: With regard to that which I will eat of yours, as in this case he has specified that he intends to prohibit himself from deriving benefit from the other, and there is no indication that he is prohibiting his fellow from deriving benefit from him. Rabbi Avraham min HaHar writes that the term *lekha* indicates that the prohibition applies not only to the speaker but also: To you, i.e., the other individual.

I am avowed to you [lekha]...I am avowed from you [heimakh] – מודרני אני לך...מודרני הימך – The Ran explains that

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I am avowed to you – מודרני אני לך: If one said to another: I am avowed to you with regard to eating, or with regard to benefit, they are both prohibited from deriving these forms of benefit from one another. However, if he said: I am avowed from you with regard to eating, or with regard to benefit, he is prohibited

from deriving these forms of benefit from the other person, but that person is not prohibited from deriving these forms of benefit from him. This is in accordance with the conclusion of the Gemara with regard to the statement of Rabbi Yosei, son of Rabbi Hanina (*Shulhan Arukh, Yoreh De'a* 206:2).

וְהָאֵלֶּיךָ מִתְּנִיתִין דְּקִתְנִי "הֵימֶךָ", וְאִוְקִימָנָא לְמִתְנִיתִין לְשִׁמוּאֵל: בְּבוּלִין עַד שְׂאִימַר "שְׂאִינִי טוּעִים לְךָ" וְ"שְׂאִינִי אוֹכֵל לְךָ" הוּא דְאָסוּר וְחִבְרוּ מוֹתֵר, אָבֵל בְּ"מוֹדְרְנִי הֵימֶךָ" – שְׂנִיָּהֶם אָסוּרִין!

אֵלֶּיךָ, מִעִיקְרָא דְשִׁמוּאֵל הָכִי אֵיתְמַר: טַעֲמָא דְאָמַר "שְׂאִינִי אוֹכֵל לְךָ" וְ"שְׂאִינִי טוּעִים לְךָ" הוּא דְאִין הוּא אָסוּר אֵלֶּיךָ בְּאִכְלִיָּהּ, הָא "מוֹדְרְנִי מִמְךָ" – אָסוּר אֵפִילוּ בְּהִנָּאָה.

אִי הָכִי לִימָא שְׁמוּאֵל הָכִי: וְאִם לֹא אָמַר אֵלֶּיךָ "שְׂאִינִי אוֹכֵל לְךָ" וְ"שְׂאִינִי טוּעִים לְךָ" – אִין אָסוּר אֵלֶּיךָ בְּאִכְלִיָּהּ!

אֵלֶּיךָ הָכִי אֵיתְמַר: טַעֲמָא דְאָמַר "שְׂאִינִי אוֹכֵל לְךָ" וְ"שְׂאִינִי טוּעִים לְךָ" – הוּא דְאָסוּר, אָבֵל אָמַר "מוֹדְרְנִי הֵימֶךָ" – לֹא מִשְׁמַע דְאָמַר אָסוּר. מֵאִי טַעֲמָא – "מוֹדְרְ אִין מִמְךָ" – לֹא מִשְׁתַּעֲנִינָא בְּהַדְרָךְ מִשְׁמַע, "מוֹפְרָשִׁי מִמְךָ" – דְלֹא עֵבִידְנָא עִמְךָ מִשָּׂא וּמִתֵּן מִשְׁמַע, "מְרוּחֲקִינִי מִמְךָ" – דְלֹא קְאִימָנָא בְּאַרְבַּע אַמּוֹת דִּילְךָ מִשְׁמַע.

The Gemara asks: **But didn't the mishna teach** a case of one who declared: I am avowed from you, and yet we established the mishna, according to Shmuel, as teaching that in all these cases it is only if he says: That which I taste of yours, or: That which I eat of yours, that he is prohibited from deriving benefit from the other person, and the other is permitted? However, if he merely says: I am avowed from you, they are both prohibited. Consequently, Shmuel does not distinguish between the expressions: I am avowed from you, and: I am avowed to you.

Rather, this is how the opinion of Shmuel was originally stated: The reason is that he said: That which I eat of yours, or: That which I taste of yours. It is for this reason that he is prohibited only from eating anything belonging to the other person. However, if he said: I am avowed from you, without further specification, he is prohibited even from deriving any form of benefit from the other.

The Gemara asks: If so, let Shmuel say as follows: And if he said only: That which I eat of yours, or: That which I taste of yours, he is prohibited only from eating an item belonging to his fellow, but he is permitted to derive benefit from it.

Rather, this is how Shmuel's opinion was stated: The reason is that he said: That which I eat of yours, or: That which I taste of yours; it is in these cases that he is prohibited from eating any item belonging to his fellow. However, if he said simply: I am avowed from you, that statement does not indicateⁿ that he said he is prohibited from eating an item belonging to his fellow. What is the reason for this? The statement: I am avowed from you, indicates: I am not speaking with you.ⁿ Similarly, the statement: I am separated from you,^h indicates: I am not doing business with you. The statement: I am distanced from you, indicates that I will not stand within four cubits of you.

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If he said: I am avowed from you, that statement does not indicate, etc. – אָמַר מוֹדְרְנִי הֵימֶךָ לֹא מִשְׁמַע וְכוּ – *Tosafot* ask how this explanation can be maintained in light of the *baraita* cited above (4b) that stated explicitly that if one says: I am avowed from you, he is prohibited from benefiting from the other individual. They answer that this *baraita* is in accordance with the opinion of the Sages that ambiguous intimations are considered vows, whereas Shmuel holds in accordance with the opinion of Rabbi Yehuda that they are not considered vows. This is also the interpretation of the Rid. Alternatively, *Tosafot* suggest that the *baraita* means to say that one is prohibited to speak with the other individual, but not that he is prohibited to derive benefit from his property. This is also the interpretation of the Rashba.

The statement I am avowed from you indicates I am not speaking with you – מוֹדְרְ אִין מִמְךָ לֹא מִשְׁתַּעֲנִינָא בְּהַדְרָךְ מִשְׁמַע: The Rambam apparently understands that the expressions mentioned here are to be understood as explained in the Gemara. Consequently, if one says to another: I am avowed from you, he has taken a vow not to speak with that individual. However, many commentaries disagree and hold that since it is inconclusive whether the individual meant to prohibit him-

self from deriving benefit from his fellow or from speaking to him, his statement is considered an ambiguous intimation and, according to Shmuel, is not considered a vow at all (Rosh; Ran; *Tosefot Rabbeinu Peretz*). According to this interpretation, the text should read: Perhaps the statement: I am avowed from you, indicates: I am not speaking with you (*Tosafot Yeshanim*; Meiri).

The Ritva also holds that one who utters one of these phrases is not actually prohibited from anything, but he suggests a different reason: Since speech is not an object of substance, a vow prohibiting speech cannot take effect. According to this explanation, it can be suggested that the Rambam, too, does not mean that this statement constitutes a vow by Torah law but rather by rabbinic decree. However, others argue that the Rambam may hold that the vow does take effect by Torah law because when one says: I am avowed from you, his vow applies to his entire body, and it is as though he said explicitly: My mouth is restricted by means of a vow from speaking with you (Meiri; *Beit Meir*; *Hazon Ish*). Others hold that the vow does not take effect because the individual did not mean that he is literally prohibited from speaking with his fellow; rather, he simply meant to express his antagonism and his desire not to engage in any sort of camaraderie with him (Rabbi Natan bar Yosef; Meiri).

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I am avowed from you...I am separated from you – מוֹדְרְנִי מִמְךָ: If one says to his fellow: I am avowed from you, and does not specify what his vow applies to, he is prohibited from speaking to him. If he says: I am separated from you, he is prohibited from doing business with him. If he says: I am distanced from you, he is prohibited from coming within four cubits of him. This is in accordance with the Rambam's

understanding of the Gemara's conclusion with regard to the opinion of Shmuel. However, the Rema rules in accordance with the opinions of the Rosh and the *Tur* that without further specification, these expressions alone are insignificant and no vow comes into effect (Rambam *Sefer Hafla'a*, *Hilkhot Nedarim* 1:23; *Shulhan Arukh*, *Yoreh De'a* 206:1, 3, and in the comments of the Rema; see *Shakh*).

לִמָּא קָסְבַר שְׁמוּאֵל יָדִים שְׂאִין מוֹכִיחוֹת לָא הוּוּיִין יָדִים? – אִין, שְׁמוּאֵל מוֹקִים לָהּ לְמַתְנִיתִין פְּרַבֵּי יְהוּדָה דְּאָמַר: יָדִים שְׂאִין מוֹכִיחוֹת – לָא הוּוּיִין יָדִים.

דְּתַנְּנָן: גּוֹפּוּ שְׁלֵ גַט – “הָרִי אֶת מוֹתֶרְתָּ לְכָל אָדָם,” רַבִּי יְהוּדָה אָמַר: “וְדִין דִּיהוּי לִיכִי מִנְיַן סִפְרֵ תִירוּכִין וְאִגְרַת שְׁבוּקִין.”

אֲמַאי דְּחִיק שְׁמוּאֵל לְאֹקוּמָה לְמַתְנִיתִין פְּרַבֵּי יְהוּדָה? לֹקְמָה כְּרַבְנָן, אֶף עַל גַּב דְּאִין יָדִים מוֹכִיחוֹת!

אָמַר רַבָּא: מַתְנִיתִין קְשִׁיתִיָּה; אֲמַאי תַּאֲנִי “שְׂאִנִּי אוֹכֵל לֶךְ,” “שְׂאִנִּי טוֹעֵם לֶךְ”? לִיתַנִּי “שְׂאִנִּי אוֹכֵל,” “שְׂאִנִּי טוֹעֵם” – שְׂמַע מִנֶּה: בְּעֵינֵי יָדִים מוֹכִיחוֹת.

אֵיתַמַּר, יָדִים שְׂאִין מוֹכִיחוֹת, אֲבִי אָמַר: הוּוּיִין יָדִים, וְרַבָּא אָמַר: לָא הוּוּיִין יָדִים. אָמַר רַבָּא: רַבִּי אִידִי אֶסְבְּרָא לִי אָמַר קְרָא “נָזִיר לְהִזִּיר לָהּ” מִקִּישׁ יְדוּת נְזִירוֹת לְנְזִירוֹת, מַה נְזִירוֹת בְּהַפְלָאָה – אֶף יְדוּת נְזִירוֹת בְּהַפְלָאָה.

לִמָּא בְּפִלּוּגְתָּא דְּרַבִּי יְהוּדָה וְרַבְנָן קְמִיפְלָגִי, דְּתַנְּנָן: גּוֹפּוּ שְׁלֵ גַט – “הָרִי אֶת מוֹתֶרְתָּ לְכָל אָדָם,” רַבִּי יְהוּדָה אָמַר: “וְדִין דִּיהוּי לִיכִי מִנְיַן סִפְרֵ תִירוּכִין וְגַט פְּטוּרִין וְאִגְרַת שְׁבוּקִין.” אֲבִי דְאָמַר כְּרַבְנָן, וְרַבָּא דְאָמַר פְּרַבֵּי יְהוּדָה?

The Gemara asks: If so, shall we say that Shmuel holds that **ambiguous intimations are not intimations**, i.e., if one employs an incomplete expression to declare a vow and the expression does not state clearly what his intention is, it does not produce a vow? The Gemara answers: **Yes, Shmuel establishes the mishna in accordance with the opinion of Rabbi Yehuda, who said: Ambiguous intimations are not intimations.**

As we learned in a mishna (*Gittin* 85a–b): **The essence of a bill of divorce^{NH} is the sentence: You are hereby permitted to marry any man. Rabbi Yehuda says there is an additional statement that is an essential part of the divorce document: And this shall be to you^N from me a document of divorce [teirukhin]^L and a letter of dismissal.** This demonstrates that according to Rabbi Yehuda, the wording of the bill of divorce itself must clarify that the husband is divorcing his wife through the bill of divorce.

The Gemara asks: **Why does Shmuel strain to establish the mishna as being in accordance with the opinion of Rabbi Yehuda, which is a minority opinion? Let him establish it as being in accordance with the opinion of the Rabbis that although there are no obvious intimations in one’s statements, they are still considered vows.** Consequently, if one said: I am avowed to you, even if he did not add: With regard to that which I eat, the vow takes effect.

Rava said: **The mishna was difficult for him. Why does it teach the cases where one adds: That which I eat of yours,^N and: That which I taste of yours? Let it teach: That which I eat, and: That which I taste, without the additional phrase: Of yours.** Since the one taking the vow is addressing another individual, it is clear to whom he is referring even without this phrase. **Conclude from this that we require obvious intimations**, i.e., the intent of the individual taking the vow must be indicated by his verbal statement and not merely by the context of his statement.

§ The Gemara addresses more fully the issue mentioned in passing in the previous discussion. **It was stated that the amora’im disagreed with regard to ambiguous intimations.^H Abaye said: They are valid intimations, and Rava said: They are not valid intimations. Rava said: Rabbi Idi explained to me the source of this ruling. The verse states: “The vow of a nazirite, to consecrate himself [nazir lehazir] to the Lord” (Numbers 6:2). The verse juxtaposes intimations of naziriteship, derived earlier (3a) from the doubled term “nazir lehazir,” to naziriteship. This indicates that just as accepting naziriteship must be expressed with a distinct articulation, so too, intimations of naziriteship must be expressed with a distinct articulation as opposed to ambiguous intimations.**

The Gemara proposes: **Let us say that these amora’im disagree with regard to the tannaitic dispute between Rabbi Yehuda and the Rabbis. As we learned in a mishna (Gittin 85a–b): The essence of a bill of divorce is the sentence: You are hereby permitted to marry any man. Rabbi Yehuda says that there is an additional statement that is an essential part of the divorce document: And this shall be to you from me a document of divorce, a bill of release, and a letter of dismissal.** One could suggest that Abaye, who holds that ambiguous intimations are valid intimations, said his statement in accordance with the opinion of the Rabbis, and Rava, who holds that ambiguous intimations are not valid intimations, said his statement in accordance with the opinion of Rabbi Yehuda.

NOTES

The essence of a bill of divorce – גּוֹפּוּ שְׁלֵ גַט: A bill of divorce contains many details, e.g., the date and location where it was written, in order to provide precise information and prevent false claims by one of the parties. The dispute here is about the essence of the bill of divorce, i.e., the section that grants it the status of a valid bill of divorce. This section cannot be written as a standard form but must be written with the intention that it serve as the bill of divorce for a specific couple.

And this shall be to you, etc. – וְדִין דִּיהוּי לִיכִי וכו’: There are commentaries who hold that the proof that Rabbi Yehuda requires obvious intimations is his insistence that the expression: And this, must be included in the document. This phrase is necessary in order to indicate that it is the bill of divorce that severs the marriage relationship, and it is not simply a record of a divorce that took effect by other means (Commentary on *Nedarim*; Ritva). Others write that the Gemara here indicates that the proof is from the fact that Rabbi Yehuda requires the bill of divorce to include the expression: From me, because otherwise it would not be clear who is giving the bill of divorce (*Tosafot*; Rosh). Many commentaries write that both of the phrases cited above are indicative of the fact that Rabbi Yehuda requires obvious intimations (Rashba; Rosh; Ran).

That which I eat of yours – שְׂאִנִּי אוֹכֵל לֶךְ: The Ramban learns from this statement that if one does not add the phrase: Of yours, his statement is considered an ambiguous intimation, and it does not take effect as a vow. The Rashba argues that Shmuel admits that a statement is considered an obvious intimation even without the phrase: Of yours. Rava’s point here is that since it was unnecessary for the mishna to add this phrase, it must have added it in order to emphasize that an intimation must clearly indicate the intention of the one who made the vow.

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The essence of a bill of divorce – גּוֹפּוּ שְׁלֵ גַט: The essential sentence in a bill of divorce must state: You are hereby permitted to marry any man, and this shall be to you from me a bill of release, etc. This is in accordance with the stringent opinion of Rabbi Yehuda. From the Rambam’s presentation of this *halakha*, it appears that he rules in accordance with the Rabbis. Nevertheless, he also requires the statement: And this shall be to you, etc., *ab initio* (*Beit Yosef*; *Arukh HaShulhan*, *Even HaEzer* 126:46, 49).

Ambiguous intimations – יָדִים שְׂאִין מוֹכִיחוֹת: Although intimations are valid with respect to vows, their wording must be somewhat indicative of the intent of the individual taking the vow. Intimations that are completely ambiguous are not valid intimations. This is in accordance with the opinion of Rava (*Shulhan Arukh*, *Yoreh De’a* 206:1).

LANGUAGE

Divorce [teirukhin] – תִּירוּכִין: This Aramaic word is derived from the root, *taf, reish, kaf*, meaning divorce or banish. The Arabic root *تَرَكَ, t-r-k*, has a similar meaning.

אָמַר לְךָ אַבְיִי: אֲנִי דְאָמְרִי – אֶפִּילֹ לְרַבִּי יְהוּדָה; עַד כָּאֵן לֹא קָאָמַר רַבִּי יְהוּדָה בְּעֵינֵי יָדַיִם מוֹכִיחוֹת – אֶלְאִי גַבִּי גַט, דְּבֵעֵינֵי כְרִיתוֹת וְלִיכָא. אֲבָל בְּעֵלְמָא – מִי שְׁמַעְתָּ לִיהָ?

The Gemara responds: **Abaye could have said to you: I say my statement even in accordance with the opinion of Rabbi Yehuda. Rabbi Yehuda says that we require obvious intimations only with regard to a bill of divorce, as we require full severance of the relationship, and there is not full severance unless the bill of divorce clearly states that the husband is divorcing his wife through that document. However, did you hear him state generally that ambiguous intimations are not valid intimations?**

וְרַבָּא אָמַר: אֲנִי דְאָמְרִי – אֶפִּילֹ לְרַבָּנִי; עַד כָּאֵן לֹא קָאָמְרִי רַבָּנִי דְלֹא בְּעֵינֵי יָדַיִם מוֹכִיחוֹת – אֶלְאִי גַבִּי גַט,

And Rava could have said: I say my statement even in accordance with the opinion of the Rabbis. The Rabbis say that we do not require obvious intimations only with regard to a bill of divorce,

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NOTES

As a man does not divorce, etc. – אָמַר אָדָם מְגִרֵשׁ וְכוּ: Many commentaries have proven from this statement that the dispute between Rabbi Yehuda and the Rabbis relates to the inclusion of the phrase: From me, in the bill of divorce. However, the Rashba questions why Rabbi Yehuda requires this phrase. Since the names of the husband and wife are written in the document, isn't it obvious that the bill of divorce is from him? He answers that without this expression, it would be possible for the husband to think that he can divorce his wife through a verbal declaration, and it is therefore inconsequential whether the bill of divorce was originally written for him or for someone else.

It is hereby ownerless property, etc. – הֲרֵי הוּא דְהֶפְקֵר – זְכוּי: It appears from the Commentary on *Nedarim* that its author understood that this was said not merely as a refutation but as an actual *halakha*, because the language: It is hereby, connotes charity more so than an offering. The author of *Nidrei Zerizin* notes that it is plausible to say this because one who takes a vow and renders an item forbidden by equating it to an offering has made a vow of the wicked. However, one who vows to give charity has performed a mitzva. The Ritz is cited as suggesting another reason: The proper language for a vow equating an item to an offering is: This is hereby like an offering to me. If one says only: This is hereby, he is lacking several words. On the other hand, when one makes a vow to give charity, it is sufficient to say: This is hereby for charity. Consequently, it is more likely that he intended this statement to express his intent to give charity. However, the Ran and the Rosh explain that since the expression: This is hereby, can have several interpretations, it is entirely ambiguous, and the vow does not take effect at all.

HALAKHA

This is hereby a sin-offering – הֲרֵי זֶה חֲטָאת: If one says: I accept upon myself a sin-offering, or if he says: This is hereby a sin-offering, his statement is ineffective even if he was already obligated to bring a sin-offering. However, if he was obligated to bring a sin-offering and designated the animal by saying: This is my sin-offering, his statement takes effect, in accordance with the opinion of Rabbi Yehuda (Rambam *Sefer Avoda, Hilkhot Ma'aseh HaKorbanot* 14:8).

דְּאִין אָדָם מְגִרֵשׁ אֶת אִשְׁתּוֹ חֲבִירוֹ, אֲבָל בְּעֵלְמָא – מִי שְׁמַעְתָּ לְהוּ?

as a man does not divorceⁿ the wife of his fellow, so it is obvious that he is writing the bill of divorce to his wife. However, did you hear them state generally that ambiguous intimations are valid intimations?

מִתִּיבֵי: "הֲרֵי הוּא עָלַי", "הֲרֵי זֶה [עָלַי]" – אָסוּר, מִפְּנֵי שֶׁהוּא יָד לְקִרְבָּן. טַעְמָא דְאָמַר "עָלַי" הוּא דְאָסוּר, אֲבָל לֹא אָמַר "עָלַי" – לֹא. תִּיּוֹבְתָא דְאַבְיִי!

The Gemara raises an objection based upon the following *baraita*: If one says with regard to an object lying before him: **It is upon me, or: This is hereby upon me, it is forbidden, because it is an intimation that he is rendering the object forbidden to himself like an offering. This baraita indicates that the reason it is forbidden is that he specifically said: Upon me. However, if he did not say: Upon me, no, it is not forbidden, because this expression is an ambiguous intimation. This is a conclusive refutation of the opinion of Abaye, who holds that even ambiguous intimations are valid intimations.**

אָמַר לְךָ אַבְיִי: טַעְמָא דְאָמַר "עָלַי" הוּא דְאָסוּר, אֲבָל אָמַר "הֲרֵי הוּא" וְלֹא אָמַר "עָלַי" – הֲרֵי הוּא דְהֶפְקֵר, "הֲרֵי הוּא דְצִדְקָה" קָאָמַר. וְהָא מִפְּנֵי שֶׁהוּא יָד לְקִרְבָּן קְתִינִי!

The Gemara answers: **Abaye could have said to you that the reason it is forbidden is that he specifically said: Upon me. However, if he said: It is hereby, and did not say: Upon me, his statement is not considered an intimation of a vow at all, as he could have been saying: It is hereby ownerless property,ⁿ or: It is hereby charity. The Gemara asks: But the baraita teaches that the object is forbidden because his statement is an intimation that he is rendering the object forbidden to himself like an offering. With regard to consecrating an offering, even the statement: This is, without the additional phrase: Upon me, is considered an intimation. Nevertheless, the baraita indicates that if one does not say: Upon me, the vow does not take effect. This must be because an ambiguous intimation is not a vow.**

אֶלְאִי, אִימָא: טַעְמָא דְאָמַר "עָלַי" – הוּא אָסוּר וְחֲבִירוֹ מוּתָר, אֲבָל אָמַר "הֲרֵי הוּא" – שְׁנִיחָן אָסוּרִין, דְּדִלְמָא "הֲרֵי הוּא" הִקְדֵּשׁ קָאָמַר.

Rather, say the following: The reason is that he specifically said: Upon me; consequently, he is prohibited from benefiting from the object, but another person is permitted to benefit from it. However, if he said: It is hereby, and did not add the expression: Upon me, both of them are prohibited from benefiting from it because perhaps he is saying: It is hereby consecrated property. In other words, there is concern that he may have actually consecrated the object rather than taking a vow that it is forbidden to him as though it were consecrated.

מִתִּיבֵי: "הֲרֵי זֶה חֲטָאת", "הֲרֵי זֶה אֲשָׁם", אִף עַל פִּי שֶׁהוּא תִּיּוֹב חֲטָאת וְאֲשָׁם – לֹא אָמַר בְּלוֹם. "הֲרֵי זֶה חֲטָאתִי", "הֲרֵי זֶה אֲשָׁמִי", אִם הָיָה מְחֻיָּב – דְּבִרְוֹ קִיּוּמִין, תִּיּוֹבְתָא דְאַבְיִי!

The Gemara raises an objection to this on the basis of the following *baraita*: If one says: **This is hereby a sin-offering,ⁿ or: This is hereby a guilt-offering, then even if he is liable to bring a sin-offering or guilt-offering he has said nothing, as this is an ambiguous intimation. However, if he said: This is hereby my sin-offering, or: This is hereby my guilt-offering, then if he was liable to bring that offering his statement takes effect, because this is an obvious intimation. This is a conclusive refutation of the opinion of Abaye.**