

דסתם יהודה וגליל כשעת חירום דמו.

וליתני: מודה רבי יהושע באומר לחבירו: "מנה לויית ממך ופרעתיו לך" – שהוא נאמן! משום דקא בעי למיתני סיפא: אם יש עדים שהוא לזה ממנו, והוא אומר "פרעתיו" אינו נאמן, והא קיימא לן: המלוה את חבירו בעדים אינו צריך לפרעו בעדים.

וליתני: מודה רבי יהושע באומר לחבירו: "מנה לאביך בידי והאכלתיו פרוס" – שהוא נאמן!

אליבא דמאן? אי אליבא דרבנן – הא אמרי משיב אבידה הו, אי אליבא דרבי אליעזר בן יעקב – הא אמר שבויעה בעי.

דתנאי, רבי אליעזר בן יעקב אומר: פעמים שאדם נשבע על טענת עצמו. ביצד? "מנה לאביך בידי והאכלתיו פרוס" – הרי זה נשבע, וזהו שנשבע על טענת עצמו, ותכמים אומרים: אינו אלא כמשיב אבידה, ופטור.

ורבי אליעזר בן יעקב לית ליה משיב אבידה פטור? אמר רב: בטוענו קטן. והאמר מר: אין נשבעין על טענת חרש שוטה וקטן!

The Gemara answers: The reason that the *tanna* cited specifically a case where each is located in a different land is that the **standard situation with regard to travel between Judea and the Galilee is tantamount to a crisis period**, as war was commonplace, and there was a strip of Samaritan territory between Judea and the Galilee.

The Gemara asks: **And let the *tanna* teach in the mishna: And Rabbi Yehoshua concedes in a case where one says to another: I borrowed one hundred dinars from you and repaid the loan to you, that he is deemed credible.** The Gemara answers: The *tanna* chose not to teach that case of the mouth that prohibited is the mouth that permitted due to the fact that the *tanna* wanted to teach in the latter clause: **If there are witnesses that he borrowed money from another, and he says: I repaid the loan, he is not deemed credible.** However, the *tanna* would not be able to distinguish between a case where witnesses testify and a case where there are no witnesses, as **don't we hold that in the case of one who lends money to another in the presence of witnesses, the borrower need not repay the loan in the presence of witnesses?**^H Therefore, even if witnesses testify that he took the loan, his claim that he repaid the loan is accepted.

The Gemara asks: **And let the *tanna* teach in the mishna: And Rabbi Yehoshua concedes in a case where one says to another: Your father has one hundred dinars in my possession^H in the form of a loan, but I provided him with repayment of half that amount, that his claim is deemed credible.**

The Gemara answers: There is a tannaitic dispute with regard to that case and the case that the Gemara suggested does not correspond to either opinion. **In accordance with whose opinion would the mishna be taught? If it is in accordance with the opinion of the Rabbis, didn't they say that in that case he is the equivalent of one returning a lost article?**^N Since the son is unaware that the borrower owes his father money, and the borrower takes the initiative and admits that he owes part of the sum that he borrowed, it is as if he returned a lost article, and clearly his claim is accepted and no oath is required. **And if it is in accordance with the opinion of Rabbi Eliezer ben Ya'akov, didn't he say that in that case the borrower is required to take an oath, and only then is his claim accepted?**

This dispute is as it is taught in a *baraita* that Rabbi Eliezer ben Ya'akov says: **There are times when although no one claimed that another owes him money, a person takes an oath on the basis of his own claim. How so?** If one says to another: **Your father has one hundred dinars in my possession, but I provided him with repayment of half that amount, he is required to take an oath that he repaid half, and that is the case of one who takes an oath on the basis of his own claim. And the Rabbis say:** In that case he is merely the equivalent of one returning a lost article, and is exempt from taking an oath.

The Gemara asks: **And is Rabbi Eliezer ben Ya'akov not of the opinion that one who returns a lost article is exempt from taking an oath that he did not take part of the sum?** He returns what he admitted taking without an oath. Rav says: The *baraita* is referring to a case where a minor makes a claim against him. The lender's minor son claims that the borrower did not repay any part of the loan to his father. The borrower's claim comes in response to that claim. Therefore, his admission is not at all comparable to returning a lost article. The Gemara asks: **But didn't the Master say: One does not take an oath on the basis of the claim of a deaf-mute, an imbecile, or a minor?**^{HB} Due to their lack of cognition, they are not deemed halakhically competent to require another to take an oath based on their claim.

HALAKHA

In the case of one who lends money...in the presence of witnesses, the borrower need not repay the loan in the presence of witnesses – המלוה...בעדים אינו צריך לפרעו בעדים: If one lends money in the presence of witnesses, without a document or an act of acquisition, the money need not be returned in the presence of witnesses. Therefore, if the borrower claims that he repaid the debt, he is deemed credible without witnesses, although by rabbinic law he must take an oath of inducement (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 11:1; *Shulhan Arukh, Hoshen Mishpat* 70:1).

Your father has one hundred dinars in my possession – מנה לאביך בידי: If one says to another: My father told me that he lent you one hundred dinars, and the borrower replies: I owe only fifty, the borrower is the equivalent of one who returns a lost object, and he is exempt from paying the other fifty and even exempt from taking an oath of inducement. This is all the more so true if the borrower comes forward of his own volition and says: I borrowed one hundred dinars from your father and repaid fifty.

The Ra'avad, however, rules that the borrower is deemed credible if he takes an oath by Torah law, in accordance with the opinion of Rabbi Eliezer ben Ya'akov, as the *halakha* is always ruled in accordance with his opinion. Others note that Rabbi Eliezer ben Ya'akov requires an oath only when the son made a claim with certainty, i.e., if he witnessed the loan himself. Otherwise the borrower is deemed credible. According to that explanation, the Rambam's ruling is in accordance with all opinions (Rambam *Sefer Mishpatim, Hilkhot To'en VeNitan* 4:5; *Shulhan Arukh, Hoshen* 75:3).

One does not take an oath on the basis of the claim of a deaf-mute, an imbecile, or a minor – אין נשבעין: One does not impose an oath by Torah law based on a partial admission in response to a claim made by a deaf-mute, an imbecile, or a minor, whether the claim is on their own behalf or on behalf of their father. If a minor claims: You borrowed one hundred dinars from my father, and the borrower claims that he owes only fifty dinars, he is exempt by Torah law from taking an oath (Rambam *Sefer Mishpatim, Hilkhot To'en VeNitan* 5:9; *Shulhan Arukh, Hoshen* 96:1).

NOTES

One returning a lost article – משיב אבידה: Rashi and *Tosafot* disagree with regard to the reason behind this *halakha* that one returning a lost object is not obligated to take an oath. According to Rashi, fundamentally, one is required to take an oath. However, the Sages instituted an ordinance for the betterment of the world exempting him from taking that oath, as otherwise people would refrain from returning lost items. According to *Tosafot*, however, the reason is based on the principle of *migga*, as he could have refrained from returning the article at all.

BACKGROUND

A deaf-mute, an imbecile, or a minor – חרש שוטה וקטן: Members of these three categories are frequently grouped together because of their actual or presumed limited intellectual capacity or their inability to act responsibly. They are not obligated to perform mitzvot, nor are they held responsible for any damage they may cause. They also lack the legal capacity to act as agents. Although all three are often mentioned together, there are many differences between the *halakhot* governing each of them.

מאי קטן – גדול, ואמאי קרי ליה קטן – דלגבי מילי דאביו קטן הוא. אי הכי, טענת עצמו? טענת אחרים היא! טענת אחרים והודאת עצמו.

The Gemara answers: In Rav's statement, **what** is the meaning of **minor**? It means one who reached **majority**, and is therefore halakhically competent. **And why does Rav call him a minor?** It is due to the fact **that with regard to his father's matters, he is the equivalent of a minor**, as he is uncertain about the particulars of his father's dealings. **If so**, i.e., that the son making the claim has already reached majority, the language of the *baraita* is imprecise. Why does the *tanna* refer to this case as one taking an oath on the basis of **his own claim**? This is not his own claim; it is **the claim of others**. The Gemara answers: The *baraita* employed that language for the following reason: It is **the claim of others**, but he is taking an oath on the basis of **his own partial admission**.

כולהי טענתא טענת אחרים והודאת עצמו מנהי!

The Gemara asks: **All claims** where an oath is required **are cases of a claim of others and his own admission**. However, in the *baraita*, Rabbi Eliezer ben Ya'akov introduces his opinion with the phrase: There are times, indicating that the case to which he is referring, that of one taking an oath on the basis of his own claim, is not the standard case of taking an oath.

אלא הכא בדרבה קמפלגי. דאמר רבה: מפני מה אמרה תורה מודה מקצת הטענה ישבע – חזקה, אין אדם מעיו פנו בפני בעל חובו. והאי בכולה בעי דלקפריה, והאי דלא כפר ליה – משום דאין אדם מעיו פנו הוא.

Rather, the Gemara suggests an alternative explanation of the tannaitic dispute. **Here**, Rabbi Eliezer ben Ya'akov and the Rabbis **disagree with regard to the statement of Rabbaⁿ as Rabba said: Why did the Torah sayⁿ that one who makes a partial admission in response to the claim is required to take an oath?** It is because there is a **presumption that a person would not be so insolentⁿ in the presence of his creditor** as to deny his debt. Presumably, **this borrower who made a partial admission would have liked to deny the entire loan, and the fact that he did not deny the entire loan is due to the fact that a person would not be so insolent in the presence of his creditor.**

NOTES

Rather here Rabbi Eliezer ben Ya'akov and the Rabbis disagree with regard to the statement of Rabba – אלא הכא בדרבה קמפלגי: In this version of the text, which is the version Rashi had, the word rather signifies that the Gemara is retracting the previous explanation that an adult made the claim, and instead explains that the claimant is a minor (see Rashba and *Penei Yehoshua*). Others, however, cite a variant reading in which the word rather does not appear (see Meiri). According to that reading, the claimant remains an adult; however, the Gemara explains the case in a different way (Rashba).

There is an additional opinion, cited in *Shita Mekubbetzet*, based on Rashi's version of the text, but explained differently. The Gemara proceeds to explain the respective opinions of the Rabbis and Rabbi Eliezer ben Ya'akov. The Sages interpret the reasons for mitzvot in accordance with the opinion of Rabbi Shimon, and therefore, they distinguish between the standard case of partial admission and an admission made to a son that one repaid half the amount owed to the father. Rabbi Eliezer ben Ya'akov does not ascribe significance to the reason for the mitzvot. Therefore, the ruling in all cases of partial admission is equal.

Why did the Torah say – מפני מה אמרה תורה: Some say that this is an explanation of why one must take an oath in a case of partial admission and he is not exempt. Based on the principle of *miggo*, he could have denied the entire claim; therefore, his partial admission should be accepted without an oath. The Gemara explains that he could not have totally denied the claim, as a person is not so insolent as to completely deny the debt. Consequently there is no *miggo*. In addition, he is not deemed credible without an oath, even though it is possible that he is just postponing payment until he accrues the requisite funds,

since one does not typically repay a debt that he no longer feels the urgency to pay.

The Meiri questions this explanation, as some authorities dispute the basic assumption that a *miggo* exempts one from taking an oath (Ri Migash; Rambam). Furthermore, the Gemara does not appear to be explaining the opinion of the Rabbis; rather, it is providing the reason for the *halakha* in the Torah. Therefore, in his opinion, Rabba's statement comes to explain why the claim of one who totally denies the debt is accepted and no oath is imposed, although one who admits that he owes part of the sum seems more trustworthy, since he is the equivalent of one returning lost property. Rabba explains that since there is a presumption that one would not be so insolent as to deny everything, if he does deny everything, he is deemed credible. However, one who admits that he owes part of the sum is not the equivalent of one returning lost property, as he is clearing his conscience by rationalizing to himself that he is merely postponing repayment of the loan. Therefore, the Torah imposes an oath on him to compel him to admit to the entire sum.

אין אדם מעיו פנו: Rashi explains that a person would not be so insolent to one who did him a favor and lent him money without interest. Others disagree, as an oath in the case of partial admission is imposed in situations where gratitude is not a factor. Therefore other explanations are provided, either similar to that of Rabbeinu Tam, that a person would not be so insolent as to tell a total lie but can rationalize telling a partial truth; or to that of the Riva, that a person would not be so insolent as to lie to one who knows that they are not telling the truth. There are distinct practical halakhic differences between these explanations.

ובכולה בעי דלודי ליה, והאי דלא אודי ליה – כי היכי דלישתמיט ליה, וסבר: עד דהוה לי זוזי ופרענא ליה. ורחמנא אמר: רמי שבוועה עליה כי היכי דלודי ליה בכוליה.

רבי אליעזר בן יעקב סבר: לא שנא בו ולא שנא בבנו – אינו מעיו, והלכך לא משיב אבידה הוי. ורבנן סברי: בו הוא דאינו מעיו, אבל בבנו מעיו ומדלא העיו – משיב אבידה הוי.

מתני' העדים שאמרו: כתב ידני הוא זה, אבל אנוסים היינו, קטנים היינו, פסולי עדות היינו – הרי אלו נאמנים. ואם יש עדים שהוא כתב ידם, או שהיה כתב ידם ויצא ממקום אחר – אינו נאמן.

גמ' אמר רמי בר חמא: לא שנא אלא שאמרו "אנוסים היינו מחמת ממונ", אבל "אנוסים היינו מחמת נפשות" – הרי אלו נאמנים.

אמר ליה רבא: כל כמיניה?! בין שהגיד – שוב אינו חוזר ומגיד. וכי תימא: הני מילי – על פה, אבל בשטר – לא. והא אמר ריש לקיש: עדים החתומים על השטר – נעשה כמי שנתקרה עדותן בבית דין!

And, as a result, he would have liked to admit to him that he owes him the entire loan. And the reason that he did not admit to him that he owes him the entire loan is so that he may temporarily avoid paying him. And he rationalizes doing so, saying to himself: I am avoiding him only until the time that I have money, and then I will repay him. Due to the concern that the partial admission is motivated by that rationalization and the claim of the lender is true, the Merciful One says: Impose an oath upon him so that he will admit that he owes him the entire loan.

Rabbi Eliezer ben Ya'akov maintains: It is no different with regard to the creditor himself, and it is no different with regard to his son. The debtor would not be so insolent as to deny the debt. And therefore, he is not considered as one returning a lost article on his own initiative. Rather, he is considered as one who partially admits his debt in response to a claim, and is therefore required to take an oath. However, the Rabbis maintain: In the presence of the creditor one would not be insolent, but in the presence of his son, who did not lend him the money, he would be insolent and deny the claim entirely. Since he had the option of completely denying the loan and opted to admit to part of the claim, he is considered as one returning a lost article and his claim is accepted without an oath.

MISHNA With regard to the witnesses who said in their testimony to ratify their signatures in a document: We signed the document and this is our handwriting;^h however, we were compelled to sign,^h or we were minors when we signed, or we were disqualified witnesses, e.g., we are relatives of one of the parties, they are deemed credible. Since the document is ratified on the basis of their testimony, it is likewise invalidated on the basis of their testimony. However, if there are other witnesses who testify that it is their handwriting, or if their handwriting emerges on a document from another place, enabling confirmation of their signatures by comparing the two documents, then the witnesses who signed the document are not deemed credible. The document is not invalidated based on their testimony, because ratification of the document is not dependent on their testimony, as their signatures can be authenticated independently.

GEMARA With regard to the latter clause in the mishna, in which it is stated that if there is independent corroboration of the signatures of the witnesses the document is not invalidated based on their testimony, Rami bar Hama says: The Sages taught this halakha only in a case where they said: We were compelled to sign the document due to a monetary threat.ⁿ Their testimony incriminates them, as they testified falsely for money, and the principle is: The testimony of one who incriminates himself is not accepted. However, if the witnesses said: We were compelled to sign the document due to a threat to our lives, they are deemed credible, as that testimony is not self-incriminating, since in that case it is permitted to testify falsely.

Rava said to Rami bar Hama: Is it within their power to retract their testimony? There is a principle: Once a witness stated his testimony in court, he cannot again state testimony^h that contradicts his previous testimony. And if you say that this principle applies specifically to oral testimony, but with regard to testimony in a document, no, the principle does not apply and one may retract that testimony, didn't Reish Lakish say: The legal status of witnesses who are signatories on the document^h becomes like those whose testimony was cross-examined in court. Therefore, just as one may not retract oral testimony, neither may he retract written testimony.

HALAKHA

העדים – העדים The witnesses who said, this is our handwriting – העדים: In a case where witnesses sign a document and later admit that it is their handwriting but add that when they signed the document they were minors or relatives of one of the parties involved and therefore disqualified witnesses, or that they were compelled to sign the document; if they are the only source authenticating their signatures, their testimony is accepted. However, if there is independent authentication of their signatures, e.g., by comparison to other documents or by other witnesses, their statements are not accepted (Rambam Sefer Shofetim, Hilkhot Edu 3:6; Shulhan Arukh, Hoshen Mishpat 46:37).

אנוסים היינו – אנוסים היינו We were compelled to sign – אנוסים היינו: In a case where witnesses authenticate their signatures, and there is no independent authentication, and the witnesses claim that they were compelled to sign the document, then, if they were compelled to sign the document due to a threat to their lives, their claim is accepted. However, if they were compelled to sign the document due to a monetary threat, their claim is not accepted, in accordance with the version of the statement of Rami bar Hama adopted in the conclusion of the Gemara (Rambam Sefer Shofetim, Hilkhot Edu 3:6; Shulhan Arukh, Hoshen Mishpat 46:37).

כיון שהגיד, שוב אינו חוזר ומגיד Once a witness completes his testimony, he may not retract that testimony, unless he does so without pause between the statement and the retraction (Shulhan Arukh, Hoshen Mishpat 29:1, and in the comment of Rema).

עדים – עדים Witnesses who are signatories on the document – העדותנים על השטר: The legal status of the signatures of witnesses on a document is like that of the oral testimony of witnesses who were cross-examined in court. Therefore, after signing a document, witnesses may not retract their testimony (Rambam Sefer Shofetim, Hilkhot Edu 3:6).

NOTES

We were compelled to sign the document due to a monetary threat – אנוסים היינו מחמת ממונ In this first version of Rami bar Hama's statement, there are several difficulties, some of which remain after the conclusion of the Gemara. From Rami bar Hama's statement it is clear that after signing the document the witnesses can contradict that testimony when they say that they were compelled to sign the document due to a threat to their lives. The Ramban asks: If Rami bar Hama holds that once a witness stated his testimony in writing he can again state testimony in court, why are they not able to testify that they were relatives or minors? And if they cannot testify in that case, they should not be allowed to testify that they were compelled by a threat to their lives. The Ramban answers that according to the first version of his statement, Rami bar Hama is of the opinion that once a witness stated his testimony in writing, he can again state testimony, in court. The reason they are not deemed credible when they claim to be relatives is that they are incriminating themselves with that claim (see Ritva).

The Rashba explains Rami bar Hama's statement in a slightly different manner: The reason that their claim is not accepted according to Rami bar Hama is that they are describing an unlikely scenario, because the lender himself initially ascertains that the witnesses are fit to testify and only then has them sign on the document, as the Gemara explains later in the context of analyzing the opinion of Rabbi Meir.

אֵלָא, כִּי אָתְמַר – אֲרִישָׁא אֲתָמַר:
הָרִי אֵלּוּ נְאֻמָּנִין, אָמַר רַמִּי בַר חַמָּא:
לֹא שָׁנוּ אֵלָא שְׁאָמְרוּ: "אֲנוּסִין הָיִינוּ
מִחֻמַּת נַפְשׁוֹת" אָבֵל אָמְרוּ: "אֲנוּסִין
הָיִינוּ מִחֻמַּת מָמוֹן" – אִין נְאֻמָּנִין.
מֵאִי טַעְמָא – אִין אָדָם מְשִׁים עֲצֻמוֹ
רְשָׁע.

Rather, when the statement of Rami bar Hama is stated, it is stated with regard to the first clause of the mishna, that if there is no independent corroboration of their signatures they are deemed credible. Rami bar Hama said: The Sages taught this halakha only in a case where the witnesses said: We were compelled to sign the document due to a threat to our lives, as in that case they do not incriminate themselves. However, if the witnesses said: We were compelled to sign the document due to a monetary threat, they are not deemed credible. What is the reason that they are not deemed credible? It is based on the principle: One does not render himself wicked, and self-incriminating testimony is not accepted.

תְּנוּ רַבָּנַן: אִין נְאֻמָּנִים לְפִסְלוֹ, דְּבָרֵי
רַבִּי מֵאִיר. וְחֻכְמִים אוֹמְרִים: נְאֻמָּנִים.
בְּשִׁלְמָא לְרַבָּנַן – כִּי טַעְמֵיהוּ, שֶׁהִפָּה
שְׁאָסֵר הוּא הִפָּה שְׁהֵתִיר. אֵלָא לְרַבִּי
מֵאִיר – מֵאִי טַעְמָא? בְּשִׁלְמָא פְּסוּלֵי
עֵדוּת – מִלּוּהּ גּוֹפִיָה מְעִיקָרָא מִדֵּק
דִּיִּיק וּמְחַתָּם, קִטְנִים נְמִי – כְּדִרְבִּי
שְׁמַעוֹן בֶּן לָקִישׁ, דְּאָמַר רִישׁ לָקִישׁ:

S The Sages taught: Witnesses who testify to invalidate their signatures on a document are not deemed credible to invalidate the document; this is the statement of Rabbi Meir. And the Rabbis say: They are deemed credible. The Gemara asks: Granted, according to the Rabbis, their opinion corresponds to their reasoning stated previously: The mouth that prohibited it, i.e., ratified the document, is the mouth that permitted it, i.e., invalidated the promissory note. However, according to Rabbi Meir, what is the reason that their testimony to invalidate the document is not accepted? Granted, their testimony that they were disqualified witnesses is not accepted, as the lender himself initially ascertains that the witnesses are fit to testify and only then signs them on the document. Similarly, according to Rabbi Meir, their testimony that they were minors is also not accepted, in accordance with the statement of Rabbi Shimon ben Lakish, as Reish Lakish said:

Perek II
Daf 19 Amud a

HALAKHA

There is a presumption that witnesses sign on the document only if the transaction was made when both parties are adults – תּוֹקָה, אִין הָעֵדִים חוֹתְמִין עַל הַשְּׁטָר אֵלָא אִם כֵּן נַעֲשָׂה – בְּגִדּוֹל בְּגִדּוֹל: If the witnesses who signed a document testify that the borrower was a minor when the loan was transacted, they are not deemed credible, as there is a legal presumption that witnesses sign on the document only if the transaction was made when both parties had the status of adults (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 24:5; *Shulhan Arukh, Hoshen Mishpat* 46:38).

תּוֹקָה, אִין הָעֵדִים חוֹתְמִין עַל הַשְּׁטָר
אֵלָא אִם כֵּן נַעֲשָׂה בְּגִדּוֹל, אֵלָא
אֲנוּסִין מֵאִי טַעְמָא?

There is a presumption that witnesses sign on the document only^N if the transaction was made when both parties to the transaction are adults.^M A corollary of that presumption is that each party would sign only adult witnesses to the document. However, if their testimony was that they were compelled to sign the document, what is the reason that Rabbi Meir rules that their testimony is not accepted?

אָמַר רַב חֲסִידָא: קִסְבֵּר רַבִּי מֵאִיר:
עֵדִים שְׁאָמְרוּ לָהֶם "חֲתַמְנוּ שְׁקֵר וְאֵל
תִּהְרְגוּ" – יִהְרְגוּ וְאֵל יִחֲתַמְנוּ שְׁקֵר,

Rav Hisda said that Rabbi Meir maintains: Witnesses that others said to them: Sign a document containing a falsehood and you will not be killed, should allow themselves to be killed and they should not sign a document containing a falsehood.^N Therefore, even when they testify that they were compelled to sign the document due to a threat to their lives, they are incriminating themselves.

NOTES

אִין הָעֵדִים חוֹתְמִין עַל – Witnesses sign the document only – תּוֹקָה: The question is raised: Why is this additional reason necessary? Ostensibly, the same reason that was cited with regard to disqualified witnesses, i.e., that the lender himself initially ascertains that the witnesses are fit to testify, would have sufficed with regard to minors as well. In *Shita Yeshana*, cited in *Shita Mekubbetzet*, the answer is that although the identity of disqualified witnesses is common knowledge, a minor might appear to have reached majority due to his height, or he might have reached the age of majority without having reached puberty. Therefore, it was necessary to cite the additional reason that witnesses sign the document only when it has been ascertained that the borrower, lender, and witnesses are all adults.

תִּהְרְגוּ וְאֵל יִחֲתַמְנוּ שְׁקֵר – They should be killed and they should not sign a document containing a falsehood – תּוֹקָה: The early commentaries question this statement, as the widespread consensus is that one is required to give his life and not violate a prohibition only in the case of the three serious offenses of idol worship, forbidden sexual relations, and murder. The Ramban writes that although one is not required to give his life rather than transgress other prohibitions, it is an attribute of piety to do so. Therefore, one could contend that these witnesses incriminate themselves even when they say that they were compelled to sign due to a threat to their lives.