

OVERVIEW of the Daf

1) Clarifying the Mishnah (cont.)

R' Yochanan's explanation of the Mishnah regarding an oath to not eat prohibited foods is successfully challenged on the second attempt.

Rava suggests another explanation which distinguishes between eating something that is inedible and eating something that is prohibited.

R' Mari cites another proof to this distinction.

The proof is dismissed.

2) Inclusive prohibitions – איסור כולל

Rava suggests a rationale for inclusive prohibitions.

Rava gives an example of an inclusive prohibition.

The novelty behind this example is explained.

Rava the son of Rabbah unsuccessfully challenges this ruling.

Four additional resolutions to Rava the son of Rabbah's challenge are recorded. ■

REVIEW and Remember

1. What is the punishment for eating neveilah on Yom Kippur?
2. According to Rava, is eating neveilah considered an act of eating?
3. Explain איסור מוסיף.
4. What is the punishment for a tamei person who eats consecrated food?

Today's Daf Digest is dedicated
 The Levee family in memory of אריה בן ישראל

Today's Daf Digest is dedicated
 By the Okner family
 In memory of their grandmother
 מרת שרה בת ר' בערל, ע"ה
 Mrs. Sarah Matthew

Distinctive INSIGHT

An oath not to eat figs and grapes

מיגו דחייל אענבים חייל נמי אתאנימ

Rava teaches a halachah using the concept of איסור כולל. An illustration of this concept is where a person first declared that he would not eat figs. At this point, the figs are prohibited for him to eat. The person then takes an oath that he will not eat figs and grapes. The second oath apparently has no meaning regarding the figs, because they were already prohibited due to the first oath. Nevertheless, since the second oath included a prohibition not to eat grapes (מיגו דחייל אענבים), which were permitted until that point, the second oath affects the figs as well. If the person would now eat figs, he would be liable for violating two oaths.

Sefer Machaneh Ephraim (Nedarim #30) notes that it seems from our Gemara that if someone vows not to eat figs and grapes, he is not only prohibited from eating both these fruits together, but he is also prohibited from eating each one of the fruits by itself. This is indicated from the fact that the analysis regarding the second oath is that it is immediately valid regarding grapes, and we then use that aspect of the second oath to extend it to be effective regarding the figs as well. If the person's statement not to eat figs and grapes is only understood to be valid when both are eaten, Rava would not have been able to say that the figs become prohibited using איסור כולל.

קובץ הערות (30:#1) writes that if a person declares that he will not eat figs and grapes, he is only liable when he consumes both commodities.

This difference of views is based upon how to understand the words of Rabbah (28b-29a) who discusses this case. A person first declared an oath not to eat figs and grapes on a particular day, and then he enunciated a second oath not to eat figs on that same day. If the person now accidentally eats figs he is obligated to bring an offering for atonement for having violated his second oath. The person selected an animal for this offering, and he then ate grapes that same day. We might have thought that he should be liable for a second offering, for now having violated his first oath. Nevertheless, Rabbah rules that eating grapes at this point is a חצי שיעור. His separating of an animal for an offering already absolved

(Continued on page 2)

HALACHAH Highlight

Taking an oath to nullify a mitzvah

אלא הן היכי משכחת לה

But how do you find the positive (I will eat neveilah and kosher meat)

The Gemara teaches that an oath taken to nullify a mitzvah is not binding. This ruling raised a number of interesting cases discussed by the Poskim. Rabbeinu Gershom Meor Hagolah¹ decreed that it should be announced in the Beis Haknesses on behalf of those who have lost objects that whoever found lost objects should return them and those who have knowledge regarding the whereabouts of the lost objects should share that information with the object's owners. Maharik² was asked about people who in an attempt to be deceptive claimed that their knowledge of what happened to the lost object was given to them in secret and they could not divulge that information since they promised they would not share the secret information. Maharik responded that this type of promise does not have to be honored since even if a promise was as strong as an oath, which it is not, one would not be obligated to keep this oath. The reason is that it is considered an oath that runs counter to an enactment for the good of the community and thus it is considered the same as an oath to nullify a mitzvah.

S"ma³ writes in the name of Mahari Weil that a witness who does not want to testify claiming that the litigant made him promise not to divulge his secret should have the liti-

(Insight...continued from page 1)

him of his eating figs, and eating grapes is only a violation of half of his first oath. Tosafos there (ד"ה שבועה) explains that Rabbah must hold that an oath not to eat figs and grapes is understood to refer to eating both fruits, and not each, as Rabbah states that eating grapes is a חצי שיעור.

Rambam (Hilchos Shvuos 4:11) writes, however, that the halacha in our Gemara is dealing with a situation where the oath was not to eat figs and grapes, which is interpreted to refer to not eating either. The statement of Rava on 28b refers to where the oath was stated in a combined manner, where the person said, "I will not eat figs and grapes together (כאחד)." This is why the oath there is interpreted to refer to eating both, and not either. ■

gant release him from his promise. This implies that the promise takes effect which seems to run counter to the principle established above that a promise to nullify a mitzvah is not valid. Tumim⁴ answers that the assertion that the litigant should release the witness from his vow is preferable but not essential. Thus, in the event the litigant does not want to release the witness from his promise Beis Din would require the witness to testify since he does not have the right to withhold his testimony. ■

1. מובא דבריו בשו"ת מהר"ם מרוטנבורג ד"פ סי' קנ"ג.
2. שו"ת מהרי"ק שורש ק"י.
3. סמ"ע סי' כ"ח סק"א.
4. תומים שם סק"א. ■

STORIES Off the Daf

Bad Credit

"שבועה שלא אוכל תמרים וחלב..."

Today's daf discusses if one can make an oath regarding a Torah prohibition.

Once there was a man who found it hard not to borrow on credit. Although he had just about enough money to cover his expenses, he was always tempted to purchase more on credit which he found difficult to pay without skimping on essentials later. When he saw that he was skating along the

edge of a cycle of debt he would have trouble escaping, he worked hard to stop borrowing on credit. Although he just about managed this for the time it took to pay back his debts, he felt a great temptation to once again accept the dangerous credit offered incessantly by merchants. He figured that the only way to absolutely abolish such problems was to make a shevuah that he would never pay back debts. In this way he felt certain that he would never agree to credit since how could he repay without violating his oath?

For a while he felt wonderful and was just getting used to never buying on credit when someone pointed out

that it was likely that this did not take effect since repaying a loan is a mitzvah and shevuos do not take effect on mitzvos.

When the Mahari L'Beis Levi, zt"l, was consulted regarding this case, he ruled that the oath had taken effect. "The rule that an oath cannot take effect on mitzvos which we have already been sworn to obey on Har Sinai only applies to a mitzvah that one is already obligated to fulfill. One can definitely swear to never fulfill a mitzvah that one can easily avoid ever needing to fulfill. In our case, all he has to do is never borrow money!"¹ ■

1. שו"ת מהר"י לבית לוי, כלל ב', סי' י"א. ■