

OVERVIEW of the Daf

1) Clarifying R' Eliezer ben Yaakov's position (cont.)

Three unsuccessful attempts are made to demonstrate that Rabbanan disagree with R' Eliezer ben Yaakov.

On the fourth attempt, the Gemara succeeds at demonstrating that Rabanan disagree with R' Eliezer ben Yaakov.

The Gemara cites two authorities that rule in accordance with the opinion of R' Eliezer ben Yaakov.

2) **MISHNAH:** The Mishnah presents an example of a "neder of exaggeration" which is one of the four nedarim that are not binding.

3) Clarifying the Mishnah

A Baraisa is cited that states that nedarim of exaggeration are permitted but oaths of exaggeration are prohibited.

Abaye gives an example of an oath of exaggeration.

Rava rejects Abaye's example.

Rava offers an alternative explanation of an oath of exaggeration.

Ravina suggests a meaning to the declaration which would take it out of the category of an oath of exaggeration.

REVIEW and Remember

1. What is a defining characteristic of a dog?

2. What is a defining characteristic of a king?

3. What are nedarim of exaggeration?

4. In the time of Chazal, what metaphor did people use to describe large groups of creatures?

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 in memory of
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Distinctive INSIGHT

Exaggerated and fantastic expressions of oaths

אם לא ראיתי בדרך הזה כעולי מצרים, אם לא ראיתי נחש
 כקרות בית הבד

Ritva explains that a vow is null when expressed in terms of seeing at one time the amount of people who departed from Egypt, or having seen a huge snake, because these situations are simply impossible to have taken place. The person who enunciates such a vow, therefore, obviously did not seriously intend to prohibit anything upon himself with such a statement. If he had meant it, he would have made the neder using a more reasonable association. Rather, he meant his words as an exaggeration, and not as a commitment. This explanation provided by Ritva is in accordance with his definition of "nonsense oaths", which he defines as "impossible situations".

In his Commentary to the Mishnah, Rambam writes that when people see exceptionally impressive and unusually large sights, they often elaborate and speak in grandiose terms. The person's description is actually too huge to be true, and it is therefore not valid. Rambam is also consistent with his definition of non-binding נדרי הבאי, which he explains are where the speaker is exaggerating.

Rosh also explains that the reason these oaths are not valid is that when a person sees an impressive sight, he tends to overstate his observation, realizing that his words are not accurate. We therefore interpret his words to mean "I prohibit such-and such an item if I did not see such an impressive sight." Following the rule that a neder is patterned after the way people speak and how they use words, the neder is not valid, because the person actually did see an impressive sight, albeit not exactly so large as he described it.

ר"ן explains that the two cases of neder in the Mishnah are invalid examples of נדרי הבאי, but each for a different reason. When the speaker says that he saw a huge crowd at one gathering, as large as those who left Egypt, we understand that he did see a large crowd, but his words are exaggerated. We interpret his words to mean that he, indeed, saw a very large group, and he is trying to impress us by overstating the reality. Because his point is simply to grab our attention, we realize that he means that he will prohibit an item if he did not see a large crowd. He however did see a large group, so his neder is void.

When he states that he saw a snake which was similar

HALACHAH Highlight

Waiving rights are equivalent to receiving them

והכ"א אף זה יכול להתיר נדרו שלא על פי חכם שיכול לומר הרניי כאילי נתקבלת

Chachamim say that even in this case the vower can annul his vow without a scholar by declaring that he considers it as if he received the benefit

Shulchan Aruch¹ rules that if a person declares to his friend, "A konam whatever benefit you will derive from me if you do not give me such and such," the vow can be annulled without the assistance of a scholar because the vower can declare that as far as he is concerned it is as if he received that benefit. Rema² adds that if a father declares to a friend, "A konam whatever benefit you will derive from me if you do not give my son such and such," the halacha will be as follows. If the son is supported by his father than the father was seeking his own financial relief and he can nullify the vow by declaring that as far as he is concerned it is as if he received that benefit. If the son is not supported by the father the intention of the declaration was to benefit the son and the father will not be able to nullify the vow by declaring that he considers it as if he received the benefit.

Rema³ writes that according to some opinions the ability of the vower to consider it as if the condition was fulfilled applies only when there is an action to perform, e.g. "As far as I'm concerned it is as if I received the intended benefit," but not to consider an action as if it was not performed.

(Insight...Continued from page 1)

to the beam above the wine-press (which the Gemara explains to mean not that it was large, but that it had the form of a large beam, which is not possible), the speaker is exaggerating to an extreme. This is considered as an untruth, and consequently we understand that the person did not intend to prohibit anything from himself with this oath. ■

Thus, if the vower declared, "A konam whatever benefit you will derive from me if you travel to such and such a place," he cannot later tell his friend that he may go to that place and it will be considered as if he did not go.

Terumas Hadeshen⁴ takes the concept and applies it a step further. There was once a couple who accepted upon themselves a cherem to divorce and even pledged to give money to tzedaka in the event that they do not divorce. Some time later they reconciled and decided to not divorce. Terumas Hadeshen ruled that once they waived the demand to divorce one another there is no enforceability to their original commitment. This ruling is cited in Shulchan Aruch⁵ and Rema⁶ adds that the same rationale will apply to all similar cases when one or two parties waive their right against another. ■

1. שו"ע יו"ד סי' רל"ב סע' כ'
2. רמ"א שם
3. רמ"א שם
4. שו"ת תרומת הדשן סי' שי"א
5. שו"ע יו"ד סי' רנ"ח סע' י"א
6. רמ"א שם ■

STORIES Off the Daf

The returned check

לאו כלבא אנה

On today's daf we find that the vow of one who pledged not to derive any benefit from his friend unless his friend takes a Kor of wheat and two barrels of wine for his friend's son takes effect according to everyone. The man's stipulation is essentially his way of saying, "I am not a dog who takes benefit and doesn't give benefit in return." We can learn from this the tremendous importance of hakaras hatov. The Gedolim always express their hakaras hatov even

when refusing a proffered favor.

Once, a certain long-standing admirer of Rav Wolbe, זט"ל, invited the Mashgiach to his grandson's engagement. The man wished to express his appreciation to the Mashgiach, so after exchanging pleasantries the grandfather slipped an envelope into Rav Wolbe's hands. He said, "This is a check for the Mashgiach. I really don't mean it for the yeshiva—I mean it to be a gift for the Mashgiach who has helped me more than I can possibly express or repay. This is a token of my appreciation. Please use it to publish your seforim, or for whatever else you personally want."

When Rav Wolbe arrived home, he opened the envelope and found a check

for an astronomical sum. The Mashgiach wrote the man the following letter: "The sum you sent me is way too large. Even if it were for the yeshiva, I would not accept such a sum. It is certainly inappropriate to accept this for my own uses, so I will certainly not deposit it into my bank account. If you want the check back, please let me know. If I don't hear from you I will tear it up and discard it."

The Mashgiach concluded his letter, "But in terms of my feelings of gratitude and appreciation I will always entertain an exceptionally warm regard for you for your sign of goodwill and for your desire to do me a kindness!" ■

