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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Which Promises?

The *Gemara* cites a Baraisa that discusses the dispute of Rabbi Yishmael and Rabbi Akiva in more detail. The verse says:

Phrase	Granularity
<i>O nefesh ki sishava l'vatai visfasayim</i> – or a soul which will swear to express in its lips	General
<i>lehara o lehaitiv</i> – to damage or help	Specific
<i>l'chol asher yevatai ha'adam bishvua...</i> – to all which a person will express in a promise...	General

The *Baraisa* says that the second phrase would include only promises about the future that damage or help. From the first phrase we include promises that do neither.

Rabbi Akiva says that the last phrase includes promises about the past. Rabbi Yishmael disagrees and says only promises about the future are included.

Rabbi Akiva asked Rabbi Yishmael how he knows that promises that do not damage or help are included, and he said that the verse includes them. Rabbi Akiva responded that just as the verse includes these, it also includes promises about the past. (26a1)

Methodologies of Explanation, from their Teachers

Rabbi Yochanan explains that although Rabbi Akiva's challenge seems correct, they are disagreeing based on their different training in learning from verses that have general and specific clauses. Rabbi Yishmael's teacher was Rabbi Nechunia ben Hakanah, who used the mechanism of *klal* and *prat* – rule and specific case, while Rabbi Akiva's was Nachum Ish gam Zu, who used the mechanism of *ribuy* and *mi'ut* – inclusion and exclusion. Therefore, Rabbi Akiva explains that the verse has two inclusions around one exclusive clause, excluding only the case of a promise to violate a *mitzvah*, the most logical exclusion. Rabbi Yishmael explains that the verse has two general clauses around one specific case, which we use as a prototype, requiring a promise about the future. The general clauses include promises that do not damage or help, while the specific case requires that the promise be for the future.

The *Gemara* offers two reasons to use the specific case to exclude promises about the past, and not promises that do not damage or help:

1. All promises about the future, whether they do damage or help or not, are included in the prohibition of *bal yachel* – of not violating his word, while a (false) promise about the past is included in the different prohibition of *bal teshakru* – do not lie. Thus, past promises are too different to be included by the prototype. (Rabbi Yitzchak)

2. The first phrase refers to the promise (sishava) before the expression (lvatai). This indicates that the promise should precede the action being expressed, as opposed to a promise about something that already happened. (Rav Yitzchak bar Avin) (26a1 – 26a2)

State of Mind

The *Gemara* cites a *Baraisa* which continues explaining the verse about a violated promise. The verse continues... *asher yevatai ha'adam bishvua* – that the man will express in a promise

V'ne'elam mimenu – and it was forgotten from him

- From the word *ha'adam* – the man, we exclude one who could not avoid violating the promise
- From the juxtaposition of *shvua*; *v'ne'elam* – a promise; and was forgotten, we exclude one who intentionally violated his promise.
- From the final phrase *mimenu* – from him we learn that he must have forgotten the promise and not the object that he promised about. (26a2)

Unavoidable

The *Gemara* says an example of someone who cannot avoid violating the promise is Rav Kahana and Rav Assi. When Rav would conclude his lesson, each had understood it differently, and swore to his understanding. When Rav resolved who was correct, the other one asked if he had falsely sworn. Rav said that since he thought he was correct, his false promise was unavoidable, and he was not liable, as the *Baraisa* teaches. (26a2 – 26a3)

What did he Forget?

The *Gemara* discusses what forgetting a promise or an object is. In *Eretz Yisroel* they would laugh at this clause of the *Baraisa*. Forgetting the promise but not the object can be a case where one promised not to eat wheat bread, but

he thought that he promised to eat it. However, how can he forget only the object but not the promise, since the object is but a detail of his *shevuah*? Rather, Rabbi Elozar says that when he forgets the item, he has effectively forgotten his promise, and is liable. Rav

Rav Yosef challenges this, saying that the case can be when one promised not to eat wheat bread, and then reached for barley bread, mistakenly getting wheat bread, and ate it. He thus remembered his promise, but mistook the object he ate.

Abaye rejects this case, and says that he effectively forgot his promise, since vis a vis the bread he took, he thought he did not promise.

Some say Abaye's rejection was that he only brings a sacrifice due to his realizing that he violated his promise by eating the bread. Rav Yosef disagrees, saying that since he refrains from eating once he realizes that it is wheat bread, it's considered only forgetting the object.

Rava asked Rav Nachman what the rule would be if he forgot both the promise and the object.

Rav Nachman said that once he forgot the promise, he's liable, but Rava countered that he also forgot the object, which would exempt him.

Rav Ashi says that we investigate why he stopped violating the promise. If it was due to realizing his promise, he is considered to have forgotten the promise, and he is liable. If it was due to realizing the object, he is considered to have forgotten the object, and he is exempt.

Ravina said to Rav Ashi that the two cannot be separated, since in each case, he only stopped because he realized both the promise and the object, irrespective of which realization triggered the other. Rather, in both cases, he is not liable. (26a3 – 26a4)



Mistaken Lying?

Rava asked Rav Nachman how one can bring a sacrifice for violating a promise about the past. If he realized it was false, it is intentional, and if he did not, it was unavoidable. Both are cases that are not obligated to bring a sacrifice.

Rav Nachman answered that the case is where he realized it was false, but he thought that one is not obligated in a sacrifice for such a promise, and this mistake obligates him in the sacrifice. Although only Munbaz generally considers such a mistake to be a mistake which obligates a *chatas* sacrifice, the Sages agree in the case of a promise, since the sacrifice is different than a *chatas*, as it is brought even for non *kares* transgressions. (26a4 – 26b1)

Very Hungry

Ravina asked Rav Nachman about one who promised not to eat a loaf of bread, forgot about it, but then ate it because his life was in danger. The *Gemara* clarifies that in such a case, he violated no prohibitions, since he is allowed to violate his promise to save his life. Rather, Ravina's question was a case where he ate it because he was very hungry. Although he forgot the promise, he was so hungry that he would have eaten it even if had remembered the promise. Rav Nachman answered that he is not liable, since the *Baraisa* says that one only brings a sacrifice if he would have refrained from the act had he realized the prohibition. (26b1 – 26b2)

Think or Say?

Shmuel says that even if one decides in his heart to a promise, he is only liable if he expresses it verbally.

The *Gemara* challenges Shmuel from a *Baraisa*, which says that the word *bisfasayim* – *in lips* excludes a promise in one's heart, but the phrase *l'chol asher yevatai ha'adam*

bishvua – *to all that the man will express in a promise* includes even one who just promised in his heart. Although the *Baraisa* seems self-contradictory, Rav Sheishes explains that the first part of the *Baraisa* is excluding one who just decided in their heart to express the promise, in which case he is only liable if he expresses it. However, the conclusion of the *Baraisa* teaches that if he promised in his heart, with no plan to express it, it is already effective. The *Baraisa* is thus a challenge to Shmuel's categorical statement, that a promise must be verbalized.

Rav Sheishes explains that Shmuel will explain the *Baraisa* differently. The first part teaches that if one planned to promise about wheat bread, but then verbalized barley bread, it is not a promise, while the second part teaches that if he planned to promise about wheat bread, but only verbalized "bread," his thought makes the promise effective only for wheat bread.

The *Gemara* cites another *Baraisa* to challenge Shmuel. The *Baraisa* says that from the verse requiring that "you should keep *motza sefasecha* – *what comes out of your mouth*" we only know that one is obligated to what he verbalizes. From the verse about the donations to the mishkan, which states, that "*kol nediv lev* – *all who donate in his heart* should bring his donation," we learn that once one decides to donate, he is obligated, indicating that verbalization is not necessary.

The *Gemara* answers that in the case of donation to the *Mishkan*, the verse explicitly obligates one for his decision. We do not learn from that case, since the Torah obligates one for his decision in two cases – donations to the *Mishkan*, and consecration of a sacrifice. Since two were specified, this indicates that neither is a prototype for other cases, and the obligation is limited to only these cases. Even the opinion that would learn from something specified in two cases would not apply it here, because the two cases specified are considered areas of sanctified objects, which we cannot apply to promises, which are for unsanctified objects. (26b2 – 26b3)



INSIGHTS TO THE DAF

Someone who wanted to fast half a day but pronounced a whole day's fast

A few years ago someone wanted to accept a half-day fast upon himself. A person who wants to fast must state an acceptance of his fast during *minchah* of the previous day as a fast is like a sacrifice and just as a sacrifice must be dedicated before its being offered, a fast must also be dedicated (Levush, O.C. 562:5). However, the person erred and pronounced "I accept a fast" during *minchah* without mentioning that he meant only half a day. Perplexed and troubled, he presented his case to Rabbanim. We have the rule that "words in the heart are no words" (Kiddushin 49b) i.e. a person's thoughts are not to be considered if they contradict what he said. Since he accepted a full fast, he should apparently fast a whole day. To our surprise, though, none of the Rabbanim to whom he referred instructed him to fast a whole day. Still, he received two different answers, as we shall see below.

Our *sugya* explains that if a person wanted to swear not to eat bread made from wheat but erred and swore just not to eat "bread", his oath is valid as "bread" can also mean just wheat bread. However, if he wanted to swear not to eat wheat bread but erred and swore not to eat barley bread, he is allowed to eat **all** bread whether made from barley or wheat as his pronouncement and his intention were not the same: he didn't **swear** about wheat bread and did not **intend** to swear about barley bread. Apparently, our *sugya* contradicts the rule of "words in the heart are no words."

Nonetheless, the Rishonim (Ramban, Rosh and Ran, and see Tosfos, s.v. Gamar) explain that we should distinguish between a person who swore and then claimed that in his heart he intended that the oath should be void, and a person who swore in error. The oath of a person who swears consciously but who does not intend his words to

take effect **is** valid because his intention is insignificant compared to his utterance. But if the person who swore claims that he never intended to say what he said, he is believed as his oath is considered a mere error; the halachah has been so ruled (Shulchan „Aruch, Y.D. 210:1).

We now return to the person who wanted to fast a half-day and the answers he received. HaGaon Rav S. Wosner (Responsa Shevet HaLevi, VIII, 130) ruled that he **must fast a half-day** as a half-day fast is also called a "fast." He is like the one who intended to swear about wheat bread and just said "bread" which can mean just wheat bread.

HaGaon Rabbi Meir Bransdorfer (Kaneh Bosem, I, 33), however, ruled that he **didn't have to fast at all** as a half-day fast is not called a fast (*ta'anis*). The person thus resembles the one who wanted to swear not to eat wheat bread who erred and swore not to eat barley bread; he is allowed to eat both types of bread.

DAILY MASHAL

The Sanctity of Speech

The Torah says: "He shall not profane his word; he shall do everything that comes out of his mouth" (Bemidbar 30:3). The Magid of Kozhnitz zt"l said that a person who observes his speech not to profane it purifies his power of speech to the point where his words are heard Above (**He** will do everything that comes out of his mouth...) in the sense of "a tzadik makes a decree and Hashem upholds it" („Avodas Yisrael).

Care About Vows

When one of the daughters of HaGaon Rav S.Z. Auerbach zt"l reached the age of 11 years, he taught her the main points of the *halachos* of *terumos*, *ma'aseros* and vows and gently told her how careful she should be about her speech from then on (Halichos Shlomo).