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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

The *Mishnah* had stated: What is a case of an oath for a deposit? A person says, "Give me back my deposit, etc. (If five people claimed a deposit from him and he denied owing it and swore falsely, he is liable for *(only)* one oath. If he swore, "I do not owe you, and nor you, etc." he is liable for each one. Rabbi Eliezer says: This is only if he said the word oath at the end. Rabbi Shimon says: He has to say the word oath to each one.)

The *Gemara* cites a *Baraisa*: This is the rule (*regarding one who is disputing five claims against him with one oath*): If he swore falsely by including all of them in one oath, he will only be liable to bring one *chatas*. If he swore five times separately, he will be liable for each and every oath. These are the words of Rabbi Meir. Rabbi Yehudah says: If he said, "I swear that I do not owe you money, nor to you, nor to you," he will be liable for each and every oath (*but if would have said "and" in between each denial, it would be regarded as one oath*). Rabbi Eliezer said: If he said, "I do not owe you money, nor to you, nor to you; I swear on this," he will be liable for each and every oath. Rabbi Shimon says: It is regarded as one oath unless he states "I swear" to each and every one of them.

Rav Yehudah said that Shmuel said: The general statement of Rabbi Meir is the particular of Rabbi Yehudah, and the general statement of Rabbi Yehudah is the particular of Rabbi Meir¹.

And Rabbi Yochanan said: All agree that 'and not you' is a particular; they disagree only in 'not you,' Rabbi Meir holding

it is a particular, and Rabbi Yehudah holding it is a general; and what is the general statement according to Rabbi Meir? "I swear that none of you have anything in my possession."

In what do they disagree? Shmuel argues from the *Baraisa*, and Rabbi Yochanan argues from our *Mishnah*. 'Shmuel argues from the *Baraisa*': Since Rabbi Yehudah says 'and not you' is a particular, we infer that he heard Rabbi Meir say it is a general, and therefore Rabbi Yehudah [disagrees and] says to him it is a particular. And Rabbi Yochanan says: Both are, according to Rabbi Meir, particulars; and Rabbi Yehudah said to him: In 'and not you' I agree with you, but in 'not you' I disagree with you. But Shmuel says: [If so,] why mention that in which he agrees with him; let him mention that in which he disagrees with him. 'And Rabbi Yochanan argues from our *Mishnah*': Since Rabbi Meir says: 'I swear that none of you [plural] have anything in my possession ...' is a general statement, we infer that 'and not you' is a particular, for if it enters your mind to say that 'and not you' is a general statement, why does he teach us 'I swear I do not owe you,' let him teach us, 'I swear I do not owe you, and not you, and not you,' and it would be obvious that 'I swear I do not owe you' [is a general statement]. — And Shmuel says, if he says, 'and not you,' it is as if he says, 'I swear I do not owe you.'

[The *Gemara* challenges Shmuel's opinion:] We learned: Not you, and not you, and not you².

¹ Because Rabbi Yehudah says, 'I swear I do not owe you and not you' is counted a particular, he must have heard Rabbi Meir say that it is a general statement (because of the connecting and), equivalent to 'I do not owe all of you.' Rabbi Meir's particular must therefore be, 'I do not owe you, not you, not you' (without and) — turning to each claimant, and

addressing him separately. This expression, 'not you, not you,' Rabbi Yehudah counts as a general statement, for he states that 'and not you' is a particular.

² He is liable for each one; the author of the anonymous statement in the *Mishnah* being Rabbi Meir, it proves that Rabbi Meir holds that 'and not



The Gemara answers: Read in the Mishnah: 'not you'.

[The Gemara persists:] Come and hear: Give me the deposit, and loan, and theft, and lost object³.

The Gemara answers: Read: 'loan, theft, lost object.'

[The Gemara challenges Shmuel's opinion again:] Come and hear: Give me the wheat, and barley, and spelt.

The Gemara answers: Read: 'barley, spelt.'

The Gemara asks: But does the Tanna continue to teach mistakenly so frequently?

The Gemara answers: Well then, it (the anonymous ruling of our Mishnah) is the view of Rebbe, who says: There is no difference between 'Ka-zayis, ka-zayis' and 'ka-zayis and ka-zayis': both are particulars⁴.

[The Gemara asks for the last time:] Come and hear — from his own view: Rabbi Meir says, [even if he said:] 'a grain of wheat, and barley, and spelt,' he is liable for each one.

The Gemara answers: Read: 'A grain of wheat, a grain of barley, a grain of spelt.'

The Gemara asks: What does he [R' Meir] mean by 'even'?

you' is a particular; which is a refutation of Shmuel's interpretation of his opinion.

³ And he replies, 'I swear I do not have in my possession the deposit, and loan, and theft, and lost object,' he is liable for each one. Hence the enumeration of the objects with the connecting word and makes the statement a particular. This again is an argument against Shmuel.

⁴ If one kills a sacrifice, and intends to eat a ka-zayis (a piece the size of an olive) of it later than the time allotted for its consumption, or outside the place fixed for its consumption, it is, in the first case, piggul, (for which kares is inflicted), and in the second case, merely ritually unfit. If one has the intention: 'I shall eat a ka-zayis outside the time limit, a ka-zayis outside the place,' or, 'I shall eat a ka-zayis outside the time limit, and a ka-zayis outside the place,' it is the same, according to Rebbe, the first thought ('ka-zayis outside the time') being in either case counted as the main thought, and the sacrifice is therefore piggul, and kares

The Gemara answers: Rav Acha the son of Rav Ika said: Even a grain of wheat is included in wheat, and a grain of barley is included in barley, and a grain of spelt is included in spelt. (38a1 – 38a4)

The Mishnah had stated: "Give me the deposit, loan, theft, and lost object which I have in your possession," etc.

The Mishnah had stated: "Give me the wheat and barley." Rabbi Yochanan said: If there is a perutah [in the value] of all of them together, they combine⁵.

Rav Acha and Ravina disagree. One says: For the particulars he is liable, but for the general statements he is not liable; and the other says: For the general statements he is also liable.

The Gemara asks: But didn't Rabbi Chiya teach [a Baraisa]: Behold, there are here fifteen sin-offerings; and if it is [as you say], there are twenty⁶.

The Gemara answers: This Tanna is counting the particulars, and is not counting the general statements.

The Gemara asks: But behold, Rabbi Chiya taught: There are here twenty sin-offerings.

inflicted. Hence, Rebbe holds that whether and is inserted or omitted, the thoughts are separate, and in our Mishnah also he will hold that and separates the persons (or objects); and the statement is therefore particular, and not general.

⁵ If the wheat, barley and spelt are together worth only one perutah they combine, and the defendant is liable to an offering for denying on oath that he has them in his possession; for less than a perutah there is no liability.

⁶ If five persons claimed, each one claiming wheat, barley, and spelt, and he denied on oath the claim of each one, he is liable to bring 15 sin-offerings (more correctly, guilt-offerings). Hence, since R' Chiya said 15 offerings, he is counting the particulars only, for if he counted the general statements also, there would be 4 offerings for each of the 5 claimants, i.e., 20 offerings.



The Gemara answers: [No!] that refers to deposit, loan, theft, and lost object⁷. (38a4 – 38a5)

Rava inquired of Rav Nachman: If five claimed from him, saying to him: “Give us the deposit, loan, theft, and lost object which we have in your possession,” and he said to one of them: “I swear that you do not have in my possession a deposit, loan, theft, and lost object; and not to you, and not to you, and not to you, and not to you;” what is the ruling? For one is he liable⁸, or is he liable for each one⁹?

Come and hear: Rabbi Chiya taught: Behold, there are here twenty sin offerings. How is this? If he expressed fully¹⁰, [it is obvious;] does Rabbi Chiya come to tell us the number? Obviously therefore, he did not express fully; hence, we deduce from this that they are particulars¹¹. (38a5 – 38b1)

The Mishnah had stated: “You have violated or seduced my daughter,” etc.

Rabbi Chiya bar Abba said that Rabbi Yochanan said: What is Rabbi Shimon's reason (for exempting him from an offering)? Because mainly it is the fine that he is claiming¹².

Rava said: In illustration of Rabbi Shimon's view, to what may it be compared? To a man who said to his fellow, “Give me the wheat, barley, and spelt that I have in your possession,” and he replied to him, “I swear that you do not have in my possession wheat,” and it was found that wheat he really did not have, but barley and spelt he had; he is exempt, for when he swore about the wheat, he swore the

truth¹³.

Abaye said to him: How can they be compared? There he denies the wheat, but does not deny the barley and spelt, but here, he denies the whole thing!

But this then is to be compared only to one who says to his fellow, “Give me the wheat, barley and spelt which I have in your possession,” [and the other replies,] “I swear that you do not have anything in my possession,” and it was found that wheat he really did not have, but barley and spelt he had; he is liable¹⁴!

But when Ravin came [from Eretz Yisroel] he said in the name of Rabbi Yochanan: According to Rabbi Shimon, he is claiming the fine, and not for shame and depreciation; according to the Sages, he is claiming also for shame and depreciation.

In what do they disagree? Rav Pappa said: Rabbi Shimon holds that a man does not leave that which is fixed (the fine) to claim that which is not fixed (shame and depreciation, which have to be estimated according to the individual), and the Rabbis hold that he does not leave that which, if he were to admit it, he would not be exempt (shame and depreciation) to claim that which, if he were to admit it, he would be exempt (the fine). (38b1 – 38b2)

WE SHALL RETURN TO YOU, SHEVUAS HAPIKADON

MISHNAH. The oath of the judges¹⁵ [is imposed when] the claim is [at least] two silver coins, and the admission the

⁷ Where there are 4 particulars, i.e., 20 for the 5 claimants; but he really does not reckon the general statements.

⁸ For each of the 4 claimants, apart from the first, is he liable to only one offering, because he did not mention all the particulars to each claimant; and, therefore, he will be liable to 4 offerings for the 4 claimants, and another 4 for the first claimant (because in his case he mentioned the 4 particulars), i.e. 8 offerings in all.

⁹ Of the particulars in the case of each of the claimants, i.e., 20 in all.

¹⁰ To each claimant: “And you do not have in my possession a deposit, loan, theft, and lost object,” repeating all the particulars to each claimant.

¹¹ Though he does not express them fully to each claimant, we assume that when he says, “and you do not have in my possession,” he refers to

the particulars already enumerated to the first claimant; and therefore he is liable to 20 offerings.

¹² 50 shekels; and for denying a fine on oath he is not liable; and though for seduction there is also liability for ‘shame and depreciation,’ the father of the girl is concerned mainly with obtaining the 50 shekels.

¹³ Here also, since the father is claiming mainly the fine, the seducer in denying seduction on oath, is denying mainly the fine; and for denying a fine, he is not liable for an offering.

¹⁴ For he denied barley and spelt; here also, R' Shimon should make him liable, for he denied shame and depreciation.

¹⁵ An oath is imposed by the judges on a debtor who admits a portion of the claim, denying the rest.



equivalent of a perutah. And if the admission is not of the same kind as the claim,¹⁶ he is exempt. What is the case? "Two silver ma'ahs of mine you have in your possession," [and the other replies,] "You have only a perutah in my possession," he is exempt¹⁷. "Two silver ma'ahs of mine and a perutah you have in your possession," [and the other replies,] "You have only a perutah in my possession," he is liable¹⁸.

"A maneh of mine is in your possession," [and he replies,] "You have nothing in my possession," he is exempt¹⁹. "A maneh (one hundred dinars) of mine is in your possession," [and he replies,] "You have only fifty dinars in my possession," he is liable. "A maneh of my father's is in your possession," [and he replies,] "You have only fifty dinars in my possession," he is exempt, because it is as if he is returning a lost object²⁰.

"A maneh of mine is in your possession," and he said to him, "Yes." On the next day he said to him, "Give them to me;" [and he replied,] "I have already given them to you," he is exempt. [If he says (the next day),] "You have nothing in my possession," he is liable²¹.

"A maneh of mine is in your possession," and he said to him, "Yes." — "Do not give them to me except before witnesses." On the next day he said to him, "Give them to me;" [and he replied,] "I have already given them to you," he is liable, because he should have given them to him before witnesses.

"I have a litra of gold in your possession," [and he replied,] "You have only a litra of silver in my possession," he is exempt²². "I have a dinar (coin) of gold in your possession,"

[and he replied,] "You have only a dinar (coin) of silver in my possession," or [he admits to] a tresis, or a pundyon, or a perutah²³; he is liable, for all are one kind of coinage²⁴.

"A kor of grain of mine of grain is in your possession," [and he replied,] "You have only a lesech²⁵ of beans in my possession," he is exempt. "A kor of produce of mine is in your possession," [and he replied,] "You have only a lesech of beans in my possession," he is liable, for beans are included in produce.

If he claimed from him wheat, and the other admitted barley, he is exempt; but Rabban Gamliel makes him liable²⁶.

If he claims from his fellow jars of oil, and he admits [his claim to the empty] jars, Admon says: since he admits to him a portion of the same kind as the claim, he must swear. But the Sages say: the admission is not of the same kind as the claim²⁷. Rabban Gamliel said: I approve the words of Admon.

If he claims from him vessels and lands, and he admits the vessels, but denies the lands; or admits the lands, but denies the vessels, he is exempt²⁸. If he admits a portion of the lands, he is exempt; a portion of the vessels, he is liable²⁹; because movable properties can subject real properties to take an oath for them.

No oath is imposed in a claim by a deaf-mute, insane person, or a minor. And no oath is imposed on a minor; but an oath is imposed when a claim is lodged against a minor, or against the Temple treasury. (38b4 – 38b6)

¹⁶ The debtor admits something else, which the creditor is not claiming.

¹⁷ Because the creditor claims silver, and the debtor admits copper. If, however, the claim was a silver coin, and the admission a copper coin, he is liable; for they are both coins.

¹⁸ Because he admits a portion of the claim.

¹⁹ Because there is no admission of a portion.

²⁰ For he could have denied it all, since the son, who claims, is himself doubtful.

²¹ To pay, and is not believed on oath, for he is already proved to be a liar, having the previous day admitted before witnesses his liability.

²² Because the admission is not of the same kind as the claim.

²³ Small coins

²⁴ The claim is a coin, and the admission is a coin.

²⁵ Half of a kor

²⁶ He does not require the admission to be of the same kind as the claim.

²⁷ Since he claims both jars and oil, the admission must be a portion of both.

²⁸ From an oath; if he admits the vessels, but denies the land, there is no oath, for there is no oath in the case of land; if he admits the land, but denies the vessels, there is no oath, for there is no admission of a portion of the vessels; and since he denies all, he is free from an oath.

²⁹ To swear for the vessels, and also for the lands, since an oath is imposed in any case because of the vessels.



GEMARA. How do we impose the oath on him? Rav Yehudah said that Rav said: We adjure him with the oath that is stated in the Torah, as it is written: And I will make you swear by Hashem, the God of heaven.

Ravina said to Rav Ashi: In accordance with whose view [is this]? In accordance with the view of Rabbi Chanina bar Idi, who says that we require the explicit Name³⁰! He said to him: You may even say it is in accordance with the view of the Rabbis, who say [he may be adjured] with a subordinate [Name of God]; but the outcome is that he must hold something [sacred] in his hand³¹; and as Rava said, for Rava said: A judge who adjures by 'Hashem, the God of heaven' [without handing a sacred object to the person taking the oath] is counted as having erred in the ruling of a Mishnah, and must repeat [the ceremony correctly]. And Rav Pappa said: A judge who adjures with tefillin is counted as having erred in the ruling of a Mishnah³², and must repeat [the ceremony].

The Gemara rules: The law is in accordance with the view of Rava, and the law is not in accordance with the view of Rav Pappa. The law is in accordance with the view of Rava, for he did not hold any [sacred] object in his hand; but the law is not in accordance with the view of Rav Pappa, for he held a [sacred] object in his hand.

The oath [must be taken] standing; a Torah scholar [may take it] sitting. The oath must be administered with a Sefer Torah, but a Torah scholar may, even in the first place, take it with tefillin. (38b7)

DAILY MASHAL

The Binah L'itim, zt"l, cited by Daf Digest, illustrates the ungratefulness of one who swears falsely with the following parable: "The king's messengers are not wealthy or considered to have much status. They are merely messengers who travel

and read the king's proclamations in the places in the kingdom where they apply. "One young man, the son of a penniless messenger who was following in his father's footsteps, found favor in the king's eyes and was elevated by the king for his exceptional service. Due to his dedication, the king raised him up far above one of his station, giving him a royal gem encrusted sword to show how beloved he was to the king. No other person in the kingdom was permitted to display such a royal weapon. Who does not know that this sword may only be used to serve the king? "Now, if this young man happened to fall in a momentary evil mood and used this very sword to threaten the king, thereby making a mockery of the king with the very distinction granted on him by the unearned generosity of the king, what punishment could possibly right this wrong? Obviously, there is no retribution which would suffice. "This is exactly the same in the case of a person who swears falsely. Every human being was formed from dirt and has no claim to any distinction. Nevertheless, Hashem gave us the power of speech as a completely unearned gift to lift mankind above all other creatures. If, chas v'shalom, we use our speech against Hashem by swearing falsely and denying Hashem's great gift to us, how can we possibly atone for this?"

³⁰ The Tetragrammaton

³¹ What Rav meant in saying he must be adjured by the oath stated in the Torah is not that the Name must be used, but that a Sefer Torah or Tefillin must be held by the person taking the oath.

³² Tefillin are not deemed as sacred as a Torah Scroll.