Mishnah Shevuot

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1:1 With regard to oaths on an utterance of the lips, there are two types that are actually four types. The Torah specifies only two types of oaths whose violation renders one liable to bring a sliding-scale offering to atone for his transgression (see Leviticus 5:4): Where a person takes an oath to perform some action, and where he takes an oath to refrain from performing some action. With regard to both types, the Torah explicitly mentions liability only for an oath pertaining to one’s future behavior. Nevertheless, the Sages derive that one is also liable for a violation of both types of oaths when they pertain to one’s past behavior. Accordingly, although only two types are explicitly mentioned in the Torah, the Sages derive that there are actually four types. The mishna lists similar groups of halakhot. With regard to cases of awareness of the defiling of the Temple by entering it while one is ritually impure, or defiling its sacrificial foods by partaking of them while one is ritually impure, there are two types that are actually four. It is prohibited for an impure person to enter the Temple (see Numbers 19:20) or to partake of its sacrificial foods (see Leviticus 7:19–20). If one transgressed either prohibition during a lapse of awareness, then upon becoming aware of his transgression, he is liable to bring a sliding-scale offering (see Leviticus 5:2). The Torah specifies that one is liable to bring the offering only in the case in which he had a lapse of awareness of the fact that he was impure. The Sages derive that one is liable not only in these two cases, but also where he was aware of his personal status but had a lapse of awareness concerning the identity of the place he was entering or the status of the foods he ate. With regard to acts of carrying out that are prohibited on Shabbat, there are two types that are actually four. On Shabbat, it is prohibited to transfer an item from domain to domain. The Torah explicitly refers to only two cases, both of which involve an item being transferred from a private domain to a public domain: Where the transfer is made by a person who remains in the public domain, and where the transfer is made by a person who remains in the private domain. The Sages derive that liability is incurred in these cases also if the item is transferred from the public domain to the private domain. Although only two types are mentioned by the Torah, the Sages derive that there are actually four types. With regard to shades of leprous marks on a person’s skin, there are two types that are actually four. The Torah specifies that if a leprous mark appears on a person’s skin, the afflicted person must undergo a process

of purification and then bring various offerings. Part of the classification of these types of leprosy is based on their shade of white. Two types of marks are explicitly mentioned in the Torah, and the Sages derive that each of these two types has a secondary mark.

1:2 The mishna returns to the subject of defiling the Temple or its sacrificial foods. It elaborates on which offerings atone for different cases of defiling the Temple or its sacrificial foods: In cases in which one had awareness, i.e., he knew he was ritually impure and was aware of the sanctity of the Temple or foods involved at the beginning, i.e., before he transgressed, and had awareness at the end, i.e., after the transgression, but had a lapse of awareness of one of those two components in between, while he actually transgressed, this person is liable to bring a sliding-scale offering. For cases in which one had awareness at the beginning, transgressed during a lapse of awareness, and still had no awareness at the end, the goat whose blood presentation is performed inside the Sanctuary on Yom Kippur, and Yom Kippur itself, suspend any punishment that he deserves until he becomes aware of his transgression; and then to achieve atonement he brings a sliding-scale offering.

1:3 For cases in which one did not have awareness at the beginning but had awareness at the end, the goat whose blood presentation is performed outside the Sanctuary, i.e., the goat of the additional offerings of Yom Kippur, and Yom Kippur itself, atone, as it is stated with regard to the offerings brought on Yom Kippur: “One goat for a sin-offering aside from the sin-offering of the atonements” (Numbers 29:11). The verse juxtaposes the internal and external goats together to teach that for that which this one atones, that one atones. Just as the internal goat, i.e., the one whose blood presentation is performed inside the Sanctuary, atones only for a case in which there was awareness of the components of the transgression at some point, i.e., at the beginning, so too, the external goat, i.e., the goat of the additional offerings of Yom Kippur, atones only for a case in which there was awareness at some point, i.e., at the end.

1:4 And for cases in which one did not have awareness, neither at the beginning nor at the end, the goats brought as sin-offerings for the additional offerings of the Festivals and the goats brought as sin-offerings for the additional offerings of the New Moons atone. This is the statement of Rabbi Yehuda. Rabbi Shimon says: The goats of the Festivals atone for cases in which one never had awareness of the transgression, but the goats of the New Moons do not. But if so, for what do the goats of the New Moons atone? They atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food. Rabbi Meir says: With regard to all the goats offered as additional offerings, those of the New Moons, Festivals, and Yom Kippur, their atonement, i.e., the atonement that they effect, is the same; they all atone for the defiling of the Temple by entering it while impure, or for the defiling of its sacrificial foods by partaking of them while impure. Rabbi Shimon would say, delineating his opinion as the mishna expresses it above: The goats of the New Moons atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food. And with regard to the defiling of the Temple or its

sacrificial foods, the goats of the Festivals atone for cases in which one did not have awareness, neither at the beginning nor at the end, and the goats of the additional offerings of Yom Kippur atone for cases in which one did not have awareness at the beginning but did have awareness at the end. The Rabbis said to him: What is the halakha with regard to whether goats consecrated for different days may be sacrificed, this one in place of that one? For example, if a goat was initially consecrated to be sacrificed as part of the Yom Kippur additional offerings, may it be sacrificed as part of the Festival additional offerings instead? Rabbi Shimon said to them: They may be sacrificed. They said to him: Since, according to you, their atonement is not the same, how could they possibly be sacrificed, this one in place of that one? Rabbi Shimon said to them: They can be interchanged, since ultimately all of them come to atone for the defiling of the Temple or its sacrificial foods.

1:5 Rabbi Shimon ben Yehuda says in the name of Rabbi Shimon a tradition of his opinion that differs from the way the mishna expresses it above: The goats of the New Moons atone for a ritually pure person who unwittingly partook of ritually impure sacrificial food. The goats of the Festivals exceed them, as they atone both for a pure person who partook of impure sacrificial food and also for cases of defiling the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end. The goats of Yom Kippur further exceed them, as they atone both for a ritually pure person who partook of ritually impure sacrificial food and for cases of defiling the Temple or its sacrificial foods in which one did not have awareness, neither at the beginning nor at the end; and they also atone for cases in which one did not have awareness at the beginning but did have awareness at the end. The Rabbis said to him: What is the halakha with regard to whether goats consecrated for different days may be sacrificed, this one in place of that one? Rabbi Shimon said to them: Yes, they can be interchanged. They said to him: If what you say is so, granted that the goats of Yom Kippur may be sacrificed on the New Moons, but how could the goats of the New Moons be sacrificed on Yom Kippur when they will need to effect atonement for that which they were not consecrated for? Rabbi Shimon said to them: They can all be interchanged, since ultimately all of them come to atone for the defiling of the Temple or its sacrificial foods, even if each one atones for a different case.

1:6 And for the intentional defiling of the Temple or its sacrificial foods, both the goat whose blood presentation is performed inside the Sanctuary on Yom Kippur, and Yom Kippur itself, atone. The mishna delineates how atonement is effected for other transgressions: For all other transgressions that are stated in the Torah, whether they are the minor ones or the major ones, whether they were intentional or unwitting, whether one became aware of them before Yom Kippur or did not become aware of them until after Yom Kippur, whether they involve a positive mitzva or a prohibition, whether the transgressors are subject to excision from the World-to-Come [karet] or to one of the court-imposed death penalties, the scapegoat sent to Azazel on Yom Kippur atones.

1:7 Israelites and priests and the anointed priest, i.e., the High Priest,

achieve atonement from the scapegoat equally. What is the difference between Israelites, priests, and the anointed priest? The difference is only that the priests achieve atonement for their defiling of the Temple or its sacrificial foods through the bull that the High Priest offers on Yom Kippur, whereas the Israelites achieve atonement for defiling caused by them through the goats that are sacrificed on Yom Kippur. Rabbi Shimon says: With regard to the defiling of the Temple or its sacrificial foods, just as the blood of the goat, whose blood presentation is performed inside the Sanctuary, atones for Israelites, so too, the blood of the bull of the High Priest, whose blood presentation is also performed inside the Sanctuary, atones for the priests. And for all other transgressions, just as the confession made over the scapegoat atones for Israelites, so too, the confession made over the bull atones for the priests.

2:1 With regard to cases of awareness of the defiling of the Temple by entering it while one is ritually impure, or defiling its sacrificial foods by partaking of them while one is ritually impure, there are two types that are actually four. How so? If one became ritually impure and he was aware that he was impure, but afterward his impurity was hidden from him, though he remembered that he was partaking of sacrificial food, which is forbidden to one who is in a state of ritual impurity; this is one of the four types of awareness of impurity. If the fact that he was partaking of sacrificial food was hidden from him, though he remembered the ritual impurity that he had contracted; this is the second of the four types of awareness of impurity. And the same halakha applies if both this and that were hidden from him, both the fact that he was impure and the fact that he was partaking of sacrificial food. In all these cases, if he partook of the sacrificial food and was unaware either that he was impure, or that the food was sacrificial food, or both, and after he partook of it he became aware of that which he had forgotten, he is required to bring a sliding-scale offering. In this type of offering, the sinner sacrifices an animal, bird, or meal-offering, depending on his financial status. And similarly with regard to entering the Temple: If one became ritually impure and he was aware that he was impure, but afterward his impurity was hidden from him, though he remembered that he was entering the Temple, which is prohibited for one who is in a state of ritual impurity; this is the third of the four types of awareness of impurity. If the fact that he was entering the Temple was hidden from him, though he remembered the ritual impurity that he had contracted; this is the fourth type of awareness of impurity. And the same halakha applies if both this and that were hidden from him, both the fact that he was impure and the fact that he was entering the Temple. In all these cases, if he entered the Temple and was unaware either that he was impure, or that he was entering the Temple, or both, and after he left he became aware of what was hidden from him, he is required to bring a sliding-scale offering.

2:2 As for the boundaries of the Temple with regard to the halakhot of impurity, the same halakha applies to one who enters the area that was part of the original Temple courtyard and to one who enters the later addition to the Temple courtyard, because the additional section is sanctified with the full sanctity of the Temple courtyard. The mishna notes: As, additions can be made to the city of Jerusalem or to the Temple courtyards only by a special body

comprising the king, a prophet, the Urim VeTummim, and the Sanhedrin of seventy-one judges, and with two thanks-offerings and with a special song. Once the addition to the courtyard is made by this body and this process, it is given the full sanctity of the original courtyard area. The mishna provides certain details of the consecration ceremony. And the court would move forward, and two thanks-offerings would be brought after them, and all of the Jewish people would follow behind them. When they would reach the end of the place that they desired to consecrate, the inner thanks-offering would be eaten and the outer one would be burned. The details of this ceremony will be described in the Gemara. And with regard to any addition to the Temple that was not made with all these ceremonial procedures, one who enters there while ritually impure is not liable to bring an offering if his entry was unwitting, nor to be punished with karet, excision from the World-to-Come, if his entry was intentional.

2:3 The first part of the mishna discussed one who became ritually impure before entering the Temple. The mishna proceeds to consider a case involving one who was ritually pure when he entered the Temple but who became impure while in the Temple courtyard, and afterward, his impurity was hidden from him but he remembered that he was standing in the Temple, or the fact that he was standing in the Temple was hidden from him but he remembered his impurity, or both this fact and that fact were hidden from him. In all these cases, if he bowed down, or he tarried in the Temple courtyard long enough to bow down even though he did not actually bow, or he went out by way of a longer route when he could have taken a shorter route, he is liable to bring a sliding-scale offering. But if he left the Temple via the shortest way, he is exempt. This mitzva that the ritually impure must be sent out of the Temple is the positive mitzva concerning the Temple for which, as is taught elsewhere in the Mishna (Horayot 8b), the Sanhedrin is not liable to bring an offering for an erroneous ruling. A communal bull sin-offering is brought because of the unwitting transgression of a prohibition involving an action by the Jewish people resulting from an erroneous halakhic decision handed down by the Sanhedrin. But if the Sanhedrin mistakenly ruled that one who became impure while in the Temple may leave by way of a longer route, they do not bring this offering, as it is brought only for an erroneous ruling on a matter that requires the bringing of a fixed sin-offering, and not a sliding-scale offering, for its unwitting violation.

2:4 And which is the positive mitzva with regard to a menstruating woman for which, as is taught in Horayot there, the Sanhedrin is liable to bring a bull offering for an erroneous ruling? If a man was engaging in intercourse with a ritually pure woman, and during the course of their act of intercourse she experienced menstrual bleeding and said to him: I have become impure, and unwittingly he immediately withdrew from her and did not wait until his penis became flaccid, he is liable to bring a sin-offering for engaging in intercourse with a menstruating woman, because his withdrawal from her is as pleasant to him as his entry. If the Sanhedrin mistakenly ruled that one may withdraw immediately, they bring a bull offering for their erroneous ruling.

2:5 Rabbi Eliezer says: With regard to the sliding-scale offering the verse

states: “Or if a person touches any impure thing, whether it is the carcass of a non-kosher undomesticated animal, or the carcass of a non-kosher domesticated animal, or the carcass of a non-kosher creeping animal, and it is hidden from him” (Leviticus 5:2). A precise reading of this verse indicates that in a case where one has a lapse of awareness that he had contracted ritual impurity by touching a creeping animal, he is liable to bring a sliding-scale offering for having defiled the Temple or the sacrificial food, but he is not liable to bring such an offering in a case where he has a lapse of awareness that he is entering the Temple or partaking of sacrificial food. Similarly, Rabbi Akiva says: The verse states: “And it is hidden from him, so that he is impure” (Leviticus 5:2), thereby teaching that in a case when one has a lapse of awareness that he had contracted ritual impurity, he is liable to bring a sliding-scale offering, but one is not liable to bring such an offering in a case when he has a lapse of awareness that he is entering the Temple or partaking of sacrificial food. Rabbi Yishmael says: The verse states: “And it is hidden from him” (Leviticus 5:2), and it states: “And it is hidden from him” (Leviticus 5:3), twice, in order to render one liable to bring a sliding-scale offering both in a case where one has a lapse of awareness that he had contracted ritual impurity and in a case where one has a lapse of awareness that he is entering the Temple.

3:1 With regard to oaths attesting to the truth about an utterance, which, when violated, render one liable to bring a sliding-scale offering, there are two types that are actually four types. The initial two oaths, which relate to utterances about the future and are explicitly prohibited in the Torah, are: On my oath I will eat, or: On my oath I will not eat. These are expanded to four, to include oaths concerning utterances about the past: On my oath I ate, or: On my oath I did not eat. If one says: On my oath I will not eat, and he then ate any amount, even less than an olive-bulk, he is liable; this is the statement of Rabbi Akiva. The Rabbis said to Rabbi Akiva: Where do we find that one who eats any amount is liable, leading you to say that this person is liable? Rabbi Akiva said to them: And where do we find one who speaks and is liable to bring an offering for it, as this oath taker merely speaks, i.e., takes an oath, and brings an offering for it? If one said: On my oath I will not eat, and then he ate and drank, he is liable to bring only one offering, because an oath to refrain from eating includes refraining from drinking. If he said: On my oath I will not eat and I will not drink, and then he ate and drank, he is liable to bring two offerings.

3:2 If he said: On my oath I will not eat, and then he ate wheat bread and barley bread and spelt bread, he is liable to bring only one offering. If he said: On my oath I will not eat wheat bread or barley bread or spelt bread, and then he ate all of them, he is liable to bring an offering for each and every one.

3:3 If he said: On my oath I will not drink, and then he drank several kinds of liquids, he is liable to bring only one offering. If he said: On my oath I will not drink wine or oil or honey, and then he drank all of them, he is liable to bring an offering for each and every one.

3:4 If he said: On my oath I will not eat, and he ate foods that are inedible

or drank liquids that are not potable, he is exempt. If he said: On my oath I will not eat, and then he ate the meat of unslaughtered carcasses or tereifot, repugnant creatures or creeping animals, he is liable. And Rabbi Shimon deems him exempt, since he is already under oath from Mount Sinai not to eat them and an oath cannot take effect where another oath is in force. But if he said: It is konam for my wife to derive benefit from me if I ate today, and he had eaten carcasses or tereifot, repugnant creatures or creeping animals, his wife is prohibited from deriving benefit from him.

3:5 If one unwittingly takes a false oath about the past or breaks an oath he made about the future, both if it is an oath that addresses matters that concern oneself and if it is an oath that addresses matters that concern others, he is liable to bring a sliding-scale offering for an oath on an utterance. And likewise, an oath on an utterance may address both tangible matters and intangible matters. How so? Examples of oaths about future actions that concern others are if one said: On my oath I will give so-and-so a particular item, or: On my oath I will not give it to him. Examples of such oaths about the past are if one said: On my oath I gave another a particular item, or: On my oath I did not give it to him. Examples of oaths about the future that address intangible matters are where one said: On my oath I will sleep, or: On my oath I will not sleep. Examples of such oaths about the past are where one said: On my oath I slept, or: On my oath I did not sleep. Other examples of oaths about intangible matters are when one takes an oath, saying: I will throw a stone into the sea, or: I will not throw it, or: I threw it, or: I did not throw it. Rabbi Yishmael says: One is liable only for an oath on an utterance taken about the future, as it is stated: “Or if anyone take an oath clearly with his lips to do evil, or to do good, whatsoever it be that a man shall utter clearly with an oath” (Leviticus 5:4). The Torah refers explicitly only to oaths about what one will do in the future. Rabbi Akiva said to him: If so, and one is liable only for oaths explicitly mentioned in the verse, then I have derived only that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good apply. From where do I derive that one is liable for an oath on an utterance with regard to matters to which doing evil and doing good do not apply? Rabbi Yishmael said to him: The halakha in these cases is derived by amplification of the meaning of the verse. Rabbi Akiva said to him: If the verse is amplified for this, i.e., to extend the halakha of an oath on an utterance to matters that do not involve doing evil or good, the verse is amplified for that, i.e., oaths about the past.

3:6 If one takes an oath to refrain from performing a mitzva and he does not refrain, he is exempt from bringing an offering for an oath on an utterance. If he takes an oath to perform a mitzva and he does not perform it, he is also exempt, though it would have been fitting to claim that he is liable to bring the offering, in accordance with the statement of Rabbi Yehuda ben Beteira. The mishna explains: Rabbi Yehuda ben Beteira said: What? If, with regard to an oath concerning an optional matter, for which one is not under oath from Mount Sinai, he is liable for breaking it, then with regard to an oath about a mitzva, for which he is under oath from Mount Sinai, is it not logical that he

would be liable for breaking it?The Rabbis said to him: No, if you said that one is liable for breaking an oath concerning an optional action, where the Torah rendered one liable for a negative oath not to perform it like for a positive oath to perform it, shall you also say one is liable with regard to breaking an oath concerning a mitzva, where the Torah did not render one liable for a negative oath like for a positive oath, since if one takes an oath to refrain from performing a mitzva and did not refrain, he is exempt.

3:7 If one says: On my oath I will not eat this loaf, and he then says again: On my oath I will not eat it, and again: On my oath I will not eat it, and he then ate it, he is liable only once. Once the first oath had taken effect, the subsequent oaths could not, as a prohibition cannot take effect where another prohibition is already in place. This is an oath on an utterance, for which one is liable to receive lashes for intentionally breaking it, and for unwittingly breaking it one is liable to bring a sliding-scale offering. For an oath taken in vain, one is liable to receive lashes when it is taken intentionally, and one is exempt when it is taken unwittingly.

3:8 Which oath is an oath taken in vain, mentioned in the previous mishna (27b)? It is when one takes an oath to deny that which is known to people to be true, for example, one says about a stone column that it is made of gold, or about a man that he is a woman, or about a woman that she is a man. Another type of oath taken in vain is when one takes an oath about a matter that is impossible, e.g., if he says: If I did not see a camel flying through the air, or: If I did not see a snake as large as the beam of the olive press. In the case of one who said to witnesses: Come and testify for me, and they replied: On our oath we will not testify for you, that is an oath taken in vain, because it involves taking an oath to refrain from performing a mitzva. Other examples of this include an oath not to build a sukka, or not to take a lulav, or not to don phylacteries. This type of oath is an oath taken in vain, for which one is liable to receive lashes if he takes the oath intentionally, and for which he is exempt if he takes it unwittingly.

3:9 If one said: On my oath I will eat this loaf, and later said: On my oath I will not eat it, the first oath is an oath on an utterance, and the second is an oath taken in vain, as he took an oath to perform an action that would violate his previous oath. If he ate it, he violated the prohibition against taking an oath in vain. If he did not eat it, he violated the prohibition against breaking an oath on an utterance.

3:10 As opposed to the halakhot of an oath of testimony, which will be discussed in the following chapter, the halakhot of an oath on an utterance apply to men and to women, to relatives and to non-relatives, to those who are fit to testify and to those who are disqualified, whether the oath is taken in the presence of a court or not in the presence of a court, i.e., when one takes an oath on his own, at his own initiative. And for violating an oath intentionally one is liable to receive lashes, and for doing so unwittingly he is liable to bring a sliding-scale offering.

3:11 Liability for an oath taken in vain applies to men and to women, to relatives and to non-relatives, to those who are fit to bear witness and to those who are disqualified, whether the oath is taken in the presence of a

court or not in the presence of a court, and also when one takes an oath on his own. And for violating an oath intentionally one is liable to receive lashes, and for doing so unwittingly he is exempt. With regard to both this, an oath on an utterance, and that, an oath taken in vain, even if he is administered the oath by others, he is liable. For example, if one said: If I did not eat today, or: I did not don phylacteries today, and another said to him: I administer an oath to you that your statement is true, and the former said: Amen, he is liable if the statement was false.

4:1 The oath of testimony is practiced with regard to men but not with regard to women, with regard to non-relatives of the litigants but not with regard to relatives, with regard to those fit to testify but not with regard to those unfit to testify due to a transgression that they performed. And the oath of testimony is practiced only with regard to those fit to testify. The oath of testimony is practiced both in the presence of a court and not in the presence of a court, when the potential witness takes the oath on his own. But if the oath is administered by others and those denying that they witnessed the incident in question neither take an oath nor answer amen to the administered oath, they are not liable until they deny any knowledge of the incident in question in court. This is the statement of Rabbi Meir. And the Rabbis say: Whether one of the witnesses takes the oath on his own or whether the oath is administered by others, the witnesses are not liable until they deny any knowledge of the incident in question before the litigants in court.

4:2 And one is liable for the act of taking a false oath with intent and for an unwitting act of taking a false oath, i.e., he is unaware of the liability for taking a false oath, provided that he takes the oath with intent in terms of the testimony, i.e., he takes an oath that he has no knowledge of the matter even though he knows that he witnessed the incident. But witnesses are not liable for taking the oath if they were unwitting in terms of the testimony, i.e., they believe that they have no knowledge of the matter. And what are they liable for by taking a false oath with intent? They are liable to bring a sliding-scale offering.

4:3 Liability to bring a sliding-scale offering for taking a false oath of testimony, how so? In a case where the plaintiff said to two individuals: Come and testify on my behalf, and they replied: On our oath we do not know any testimony on your behalf, i.e., we do not have any knowledge of the matter you speak of, or in a case where they said to him: We do not know any testimony on your behalf, and he said to them: I administer an oath to you, and they said: Amen; if it was determined that they lied, these two witnesses are liable. If he administered an oath to them five times outside the court, and they came to court and admitted that they had knowledge of the incident in question and testified, they are exempt. But if they denied knowledge of the incident in court as well, they are liable for each and every one of the oaths administered to them outside the court. If he administered an oath to them five times before the court, and they denied knowledge of the incident, they are liable for taking only one false oath. Rabbi Shimon said: What is the reason for this ruling? Since once they denied that they had any knowledge of the incident they can no longer retract that denial and admit that they have knowledge of the

matter. Therefore, there was only one oath of testimony, and there is no liability for the remaining oaths.

4:4 If both of the witnesses denied knowledge of the incident together, both of them are liable. If they denied knowledge one after the other, the first who denied knowledge is liable, and the second is exempt, as once the first witness denies knowledge of the incident, the second is an individual witness, whose testimony is not decisive. If one of the two witnesses denied knowledge of the incident, and the other one admitted that he had knowledge and proceeded to testify, the one who denies knowledge of the incident is liable. If there were two sets of witnesses that took the oath of testimony, and the first set denied knowledge of the matter and then the second set denied knowledge of the matter, both of the sets are liable, because the testimony can exist with either of them, as even after the first set denies knowledge of the incident, the second remains capable of providing decisive testimony.

4:5 In a case where the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that I have in the possession of so-and-so a deposit, and an outstanding loan, and a stolen item, and a lost item, and they lied in reply: On our oath we do not know any testimony on your behalf, they are liable for taking only one false oath of testimony. But if they lied in reply: On our oath we do not know that you have in the possession of so-and-so a deposit, and an outstanding loan, and a stolen item, and a lost item, they are liable for each and every one of the components of the claim. It is as though they took a separate oath with regard to each of the details of the claim. In a case where the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify that I have in the possession of so-and-so a deposit of wheat, and barley, and spelt, and they lied in reply: On our oath we do not know any testimony on your behalf, they are liable for taking only one false oath of testimony. But if they lied in reply: On our oath we do not know any testimony on your behalf that you have in the possession of so-and-so wheat, and barley, and spelt, they are liable for each and every one of the components of the claim.

4:6 In a case where the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that I have in the possession of so-and-so an outstanding payment for damage; or an outstanding payment for half the damage, which the owner pays for damage caused by his innocuous ox goring another animal; or with regard to an outstanding payment of double the principal that a thief must pay the owner of the stolen item; or with regard to an outstanding payment of four or five times the principal that a thief pays when he stole a sheep or an ox, respectively, and then slaughtered or sold it; or in a case where the plaintiff said: I administer an oath to you concerning your refusal to testify if you do not come and testify that so-and-so raped my daughter; or, he seduced my daughter; or, that my son struck me; or, that another injured me; or, that he set my stack of grain on fire on Yom Kippur; if in any of these cases the witnesses took an oath falsely denying any knowledge of the matter on behalf of the plaintiff, these witnesses are liable for taking a false oath of testimony.

4:7 In a case where the plaintiff said to two witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify that I am a priest, or that I am a Levite, or that I am not the son of a priest and a divorced woman, or that I am not the son of a priest and a halutza, or that so-and-so is a priest, or that so-and-so is a Levite, or that he is not the son of a priest and a divorced woman, or that he is not the son of a priest and a halutza; in all these cases the witnesses are exempt from liability for taking a false oath of testimony, because these do not involve monetary claims. Likewise, if the plaintiff said to them: I administer an oath to you concerning your refusal to testify if you do not come and testify that so-and-so raped his daughter, or that he seduced his daughter, or that my son injured me, or that another person wounded me on Shabbat, or that he set my stack of grain on fire on Shabbat; in all these cases these witnesses are exempt, as each case is punishable with the death penalty, and therefore they are cases that do not involve monetary payment.

4:8 If one said to witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf that so-and-so said he is going to give me two hundred dinars and he did not give them to me, and they take false oaths that they have no knowledge of the matter, they are exempt from liability to bring an offering for taking a false oath of testimony, as one is liable for taking a false oath of testimony only in a case involving a monetary claim like a deposit in the sense that were the witnesses to testify, the individual would be liable to pay. In the case of a promise to give a gift he could claim that he merely reconsidered.

4:9 If one said to witnesses: I administer an oath to you that when you will know testimony relevant to me you will come and testify on my behalf, these witnesses are exempt from liability for taking a false oath of testimony even if they do not testify, due to the fact that the oath preceded their knowledge of the relevant testimony.

4:10 If one stood in the synagogue and said for all to hear: I administer an oath to you that if you know testimony relevant to me you will come and testify on my behalf, these witnesses are exempt until he directs his demand to specific individuals.

4:11 If one said to two people: I administer an oath to you, so-and-so and so-and-so, that if you know testimony relevant to me you will come and testify on my behalf, and they respond: On our oath we do not know any testimony relevant to you, and they know testimony relevant to him, not based on an incident they witnessed but based on hearsay testimony, which is not valid testimony, or if one of the witnesses is found to be a relative or disqualified, these witnesses are exempt from liability for taking a false oath of testimony because they are unfit witnesses.

4:12 If the plaintiff sent the demand for their testimony by means of his slave, or in a case where the defendant said to the witnesses: I administer an oath to you that if you know any testimony relevant to the plaintiff that you will come and testify on his behalf, and they took a false oath that they have no knowledge of the matter, these witnesses are exempt from liability for taking a false oath of testimony until they will hear the demand to testify

directly from the mouth of the plaintiff.
4:13 The mishna discusses the formula of an oath of testimony. If the plaintiff said to the witnesses: I administer an oath to you concerning your refusal to testify if you do not come and testify on my behalf, or even if he said: I command you, or I bind you, although he did not employ an unequivocal formula of an oath, these witnesses are liable for taking a false oath of testimony. If one administered the oath to the witnesses in the name of heaven and in the name of earth, these witnesses are exempt from liability for taking a false oath of testimony, as that is not an oath in the name of God. If one administered the oath to the witnesses in the name of alef dalet, i.e., Adonai; in the name of yod heh, the Tetragrammaton; in the name of the Almighty [Shaddai]; in the name of the Lord of Hosts [Tzevaot]; in the name of the Gracious and Compassionate One; in the name of He Who is Slow to Anger; in the name of He Who is Abounding in Loving-kindness; or in the name of any of the appellations of God, even though he did not mention the ineffable name of God, these witnesses are liable for taking a false oath of testimony. One who curses God employing any of these names or appellations of God is liable to be executed through stoning; this is the statement of Rabbi Meir. And the Rabbis deem him exempt, as they hold that one is liable for cursing God only if he employs the ineffable name of God. One who curses his father or his mother employing any of these names or appellations of God is liable to be executed through stoning; this is the statement of Rabbi Meir. And the Rabbis deem him exempt, as they hold that one is liable for cursing his father and his mother only if he employs the ineffable name of God. One who curses himself or another employing any of these names or appellations of God violates a prohibition. If one says: The Lord God shall strike you (see Deuteronomy 28:22), and likewise if one says: God shall strike you if you do not come to testify, that is a curse that is written in the Torah, and in such a case one is certainly liable if he fails to testify. If one says to the witnesses: God shall not strike you, or: God shall bless you, or: God shall benefit you if you come and testify, Rabbi Meir deems him liable, as one may infer from that statement that if he fails to testify God will strike him, or will not bless or benefit him. And the Rabbis deem him exempt because the curse is not explicitly stated.
5:1 One who takes a false oath denying that he is in possession of an item that another deposited with him is liable to return the item with an additional one-fifth of its value and to bring a guilt-offering (see Leviticus 5:20–26). The halakhot of an oath on a deposit apply to men and to women, to non-relatives and to relatives, i.e., even if the owner of the deposit and the purported bailee are related, to those fit to serve as witnesses and to those disqualified from doing so. These halakhot apply when the oath is taken in the presence of a court and when taken not in the presence of a court, as long as the oath is taken on his own, i.e., stated by the defendant himself. But if the oath is administered by others, he is not liable unless he denies the claim in court; this is the statement of Rabbi Meir. And the Rabbis say: Both when the defendant takes an oath on his own and when the oath is administered by others, once he has falsely denied the claim against him, he is liable to bring a guilt-offering and to pay restitution and an additional one-fifth, even if the

oath was not administered in the presence of a court. And one is liable to bring an offering for intentionally taking a false oath on a deposit and for unwittingly taking a false oath about the intentional misappropriation of the deposit, i.e., if one knowingly took a false oath but was unaware that he is liable to bring an offering for taking the oath. But he is not liable for unwittingly taking a false oath by itself, where he mistakenly thought that he did not owe anything. And what is he liable for when he intentionally takes a false oath? He must bring a guilt-offering worth at least two silver shekels.

5:2 The mishna continues: What is the case of an oath on a deposit? It is where the claimant said to the defendant: Give me my deposit, which is in your possession, and the defendant replied: On my oath nothing of yours is in my possession; or the defendant said to him: Nothing of yours is in my possession, the claimant responded: I administer an oath to you, and the defendant said: Amen. In either case this defendant is liable to bring a guilt-offering if he lied. If the claimant administered an oath to him five times, whether in the presence of a court or not in the presence of a court, and the defendant falsely denied each claim, he is liable to bring a guilt-offering for each and every denial. Rabbi Shimon said: What is the reason? It is due to the fact that he is able to retract and confess after each oath and repay the claimant. Since he did not do so, each oath is considered a separate denial of a monetary claim.

5:3 If five people were suing him and they said to him: Give us back our deposit that is in your possession, and the defendant says: On my oath nothing of yours is in my possession, he is liable for only one false oath. But if he responds to each claimant: On my oath nothing of yours is in my possession, and nothing of yours, and nothing of yours, he is liable for his oath concerning each and every claim that he denied. Rabbi Eliezer says: He is not liable for his oath concerning each claim unless he says: On my oath, at the end of the denial, i.e., he says: Nothing of yours is in my possession, and nothing of yours, on my oath, so that it is clear that he is taking an oath to each one. Rabbi Shimon says: He is not liable for his oath concerning each claim unless he says: On my oath, to each and every claimant, i.e., he says: On my oath nothing of yours is in my possession, and on my oath nothing of yours, to each claimant separately. In a case where the claimant said: Give me back my deposit, and pledge, stolen item, and lost item that are in your possession, and the defendant responds: On my oath nothing of yours is in my possession, he is liable for only one false oath. But if he responds: On my oath I do not have in my possession your deposit, or pledge, stolen item, or lost item, he is liable for his oath concerning each and every claim. In a case where the claimant said: Give me back my wheat, and barley, and spelt that are in your possession, if the defendant responds: On my oath nothing of yours is in my possession, he is liable for only one false oath. But if he responds: On my oath I do not have in my possession your wheat, barley, or spelt, he is liable for his oath concerning each and every claim. Rabbi Meir says: Even if the defendant says: On my oath I do not have in my possession your grain of wheat, or grain of barley, or grain of spelt, he is liable for his oath concerning each and every claim.

5:4 The mishna continues: If one accuses another: You raped or you seduced my daughter, and the other says: I did not rape and I did not seduce your daughter, to which the father replied: I administer an oath to you, and the defendant said: Amen, the defendant is liable to bring a guilt-offering if it is a false oath. Rabbi Shimon deems him exempt, since one does not pay a fine based on his own admission. Had he confessed he would have been exempt from paying the fine; he is therefore not liable for his denial. The Rabbis said to him: Even though he does not pay the fine based on his own admission, he does pay compensation for humiliation and compensation for degradation resulting from her being raped or seduced, which are monetary claims and not fines, based on his own admission. He is therefore liable for a false oath, as he denied a monetary claim.

5:5 Similarly, in a case where one person accuses another: You stole my ox, and the defendant says: I did not steal your ox, if the claimant replied: I administer an oath to you, and the defendant said: Amen, he is liable to pay for the ox due to the theft and to bring a guilt-offering if he lied, since by his oath he is denying that he owes the value of the ox that he would have to pay if he admitted to stealing it. But in a case where the claimant accuses the defendant of stealing the ox and slaughtering or selling it, and the defendant says: I stole the ox, but I did not slaughter or sell it, and this is a lie, if the claimant replied: I administer an oath to you, and he said: Amen, then the defendant is exempt from the fivefold payment for slaughtering or selling another's ox, since it is a fine. If the claimant says: Your ox killed my ox, and the defendant lies and says: It did not kill your ox, to which the claimant replied: I administer an oath to you, and he said: Amen, then he is liable for his false oath. But if the claimant says: Your ox killed my Canaanite slave and you are therefore liable to pay me a fine of thirty shekels, and he lies and says: It did not kill your slave, to which the claimant replied: I administer an oath to you, and he said: Amen, then he is exempt, because payment for the slave is a fine. If the claimant said to him: You injured me and caused me a wound, and the defendant says: I did not injure you and I did not cause you a wound, to which the claimant replies: I administer an oath to you, and he said: Amen, he is liable. But if one's Canaanite slave said to him: You knocked out my tooth, or: You blinded my eye, and you are therefore required to emancipate me, and he says: I did not knock out your tooth, or: I did not blind your eye, to which the slave replies: I administer an oath to you, and he said: Amen, he is exempt from bringing a guilt-offering even though he lied, since the obligation to emancipate one's slave in these cases is a penalty. This is the principle: For any claim that the defendant would have to pay based on his own admission, he is liable to bring a guilt-offering for taking a false oath concerning that claim. And for any claim that he would not pay based on his own admission but would pay only by the testimony of witnesses, he is exempt from bringing a guilt-offering for taking a false oath concerning that claim.

6:1 By Torah law, the oath imposed by the judges upon one who admits to part of a claim is administered only when the claim is for the value of at least two silver ma'a, and the defendant's admission is for the value of at least one peruta. And furthermore, if the admission is not of the same type as the claim,

i.e., the defendant admitted to a debt that the claimant did not claim, the defendant is exempt from taking an oath. How so? If the claimant said to the defendant: I have two silver ma’a in your possession, and the latter responded: You have only one peruta, a coin made from copper, in my possession, he is exempt from taking an oath (see 39b). But if the claimant said: I have two silver ma’a and one peruta in your possession, and the defendant responded: You have only one peruta in my possession, he is liable to take an oath. If the claimant said: I have one hundred dinars in your possession, and the defendant responded: Nothing of yours is in my possession, he is exempt, as he denies the entire claim. But if the claimant said: I have one hundred dinars in your possession, and the defendant responded: You have only fifty dinars in my possession, he is liable to take an oath, as he admitted to a part of the claim. If the claimant said: My late father had one hundred dinars in your possession, and I am now claiming them, and the defendant responded: You have only fifty dinars in my possession, he is exempt from taking an oath, as he is like one returning a lost item, since he could have easily denied the entire claim.

6:2 The mishna discusses other cases where the defendant denies an entire claim. In a case where one said to another: I have one hundred dinars in your possession, and the latter said to him: Yes, I acknowledge that claim; and the next day the claimant said to him: Give the money to me, and the defendant responded: I already gave it to you, he is exempt. But if he responded: Nothing of yours is in my possession, i.e., he denies that a debt ever existed, he is liable to pay, as he already admitted that he owed him the amount. In a case where the claimant said: I have one hundred dinars in your possession, and the defendant said to him: Yes, to which the claimant responded: Give the money to me only in the presence of witnesses, then if the next day the claimant said to him: Give the money to me, and the defendant responded: I already gave it to you, he is liable to pay, as he is required to give it to him in the presence of witnesses, and he cannot prove that he did so.

6:3 The mishna resumes discussion of the oath imposed by the court in a case where the defendant admits to a part of a claim. If the claimant said: I have a litra, i.e., a specific weight, of gold in your possession, and the defendant responded: You have only a litra of silver in my possession, he is exempt from taking an oath, as his admission relates to a different item than that which the claim relates to. But if the claimant said: I have a gold dinar in your possession, and the defendant responded: You have only a silver dinar, or a tereisit, or a pundeyon, or a peruta in my possession, he is liable to take an oath, as they are all of one type; they are all coins. Since the claim concerns money, the difference between the different types of coins is disregarded, as the claim is essentially referring to the monetary value, not to a specific type of coin. If the claimant said: I have a kor of grain in your possession, and the defendant responded: You have only a half-kor of legumes in my possession, he is exempt. But if the claimant said: I have a kor of produce in your possession, and the defendant responded: You have only a half-kor of legumes in my possession, he is liable, as legumes are included in produce. If one claimed that another owes him wheat, and the defendant admitted to owing

him barley, he is exempt; and Rabban Gamliel deems him liable to take an oath. According to Rabban Gamliel, one who admits to a part of the claim is liable to take an oath even if the admission is not of the same type as the claim. With regard to one who claims that another owes him jugs of oil, and the latter then admitted that he owes him pitchers, i.e., the jugs themselves, but not the oil, Admon says: Since he admitted to him with regard to a part of the claim, and his admission was of the same type as the claim, i.e., the claim included both containers and oil and he admitted to owing him containers, he must take an oath. And the Rabbis say: The partial admission in this case is not of the same type as the claim, as he completely denied owing him oil. Rabban Gamliel said: I see the statement of Admon as correct. If one claimed that another owes him vessels and land, and the defendant admitted to owing him vessels but denied the claim of land, or conversely, he admitted to owing him land but denied the claim of vessels, he is exempt from taking an oath, as oaths are not taken concerning claims involving land. If he admitted to part of the claim about the land, he is exempt. If he admitted to part of the claim about the vessels, he is liable to take an oath concerning the entire claim, as property that does not serve as a guarantee, i.e., movable property, binds the property that serves as a guarantee, i.e., the land, so that the oath about the movable property can be extended to require him to take an oath concerning the land as well.

6:4 One does not take an oath concerning the claim of a deaf-mute, an imbecile, or a minor. And the court does not administer an oath to a minor. But one does take an oath to a minor, or to a representative of the Temple treasury with regard to consecrated property.

6:5 And these are items concerning which one does not take an oath by Torah law: Canaanite slaves, and financial documents, and land, and consecrated property. In a case where these items are stolen, there is no payment of double the principal, nor is there payment of four or five times the principal in a case where one stole a consecrated animal and slaughtered or sold it. An unpaid bailee who lost one of these items does not take an oath that he was not negligent in safeguarding it, and a paid bailee does not pay for the loss or theft of one of these items. Rabbi Shimon says there is a distinction between different types of consecrated property: With regard to consecrated property for which one bears the financial responsibility to compensate the Temple treasury in the event of their loss, such as in a case where he vowed to bring an offering and then set aside an animal to be sacrificed in fulfillment of the vow, one takes an oath concerning them, as they are considered his own property. But with regard to consecrated property for which he does not bear the financial responsibility for their loss, one does not take an oath concerning them.

6:6 Rabbi Meir says: There are certain items that are physically on the land but are not treated like land from a halakhic perspective, and the Rabbis do not concede to him concerning this point. How so? If one makes the claim: I assigned you ten grapevines laden with fruit to safeguard, and the other one says: They are only five vines, Rabbi Meir deems the defendant liable to take an oath, as he admitted to a part of the claim, and although the claim

concerned grapevines, the primary aspect of the claim was the grapes. And the Rabbis say: The halakhic status of anything that is attached to the land is like the land itself, and therefore he is exempt from taking an oath. One takes an oath only concerning an item that is defined by size, by weight, or by number. How so? If the claimant says: I transferred to you a house full of produce, or: I transferred to you a pouch full of money, and the other person says: I do not know how much you gave me, but what you left in my possession you may take, and the amount in the house or pouch at that time is less than that claimed by the claimant, the defendant is exempt from taking an oath, as the amounts in the claim and the admission are undefined. But if this party says that the house was full up to the ledge, and that party says that it was full up to the window, the defendant is liable to take an oath, as the dispute relates to a defined amount.

6:7 There is a case of one who lends money to another on the basis of collateral, and the collateral was lost while in the possession of the creditor, and the creditor says to the debtor: I lent you a sela on the basis of that collateral and that collateral was worth a shekel, i.e., a half-sela. Therefore, you owe me a shekel. And the other individual, the debtor, says in response to that claim: That is not the case. Rather, you lent me a sela on the basis of that collateral, and the collateral was worth a sela; I owe you nothing. In this case, the debtor is exempt from payment. There is a case of a creditor who claims: I lent you a sela on the basis of that collateral and it was worth a shekel. And the other individual, the debtor, says: That is not the case; rather, you lent me a sela on the basis of that collateral, and the collateral was worth three dinars, i.e., three-quarters of a sela. In this case, the debtor is liable to take an oath, due to the fact that he responded to the claim of the creditor with a partial admission. If in that case the debtor said: You lent me a sela on the basis of that collateral and the collateral was worth two sela, so now you owe me a sela. And the other party, i.e., the creditor, said: That is not the case; rather, I lent you a sela on the basis of that collateral and the collateral was worth a sela. Here, the creditor is exempt. If in that case the debtor said: You lent me a sela on the basis of that collateral and the collateral was worth two sela. And the other party, i.e., the creditor, said: That is not the case; rather, I lent you a sela on the basis of that collateral and the collateral was worth five dinars. Here, the creditor is liable to take an oath due to the fact that he responded to the claim of the debtor with a partial admission. And who takes the oath? The one in whose possession the deposit had been located, i.e., the creditor, who took collateral from the debtor. The Sages instituted this provision lest this party, i.e., the debtor, take an oath and the other party, i.e., the creditor, produce the deposit and prove the oath false.

7:1 All those who take an oath that is legislated by the Torah take an oath and do not pay. By Torah law, one takes an oath only in order to exempt himself from a monetary claim. And these litigants take a rabbinically instituted oath and receive possession of the disputed funds or property, i.e., their claim is upheld by means of the oath, even though they are not in possession of the property in question: A hired worker who claims that he has not received his

wages; and one who was robbed and sues the person who robbed him; and one who was injured, who claims compensation from the person who injured him; and one whose opposing litigant is suspect with regard to the taking of an oath. When a person suspected of taking false oaths is liable to take an oath in order to exempt himself, the claimant takes an oath instead and receives payment. And a storekeeper relying on his ledger also takes an oath and is paid. How does this halakha apply to the hired worker? The case is where one says to his employer: Give me my wages that are still in your possession. The employer says: I already gave them to you. And that worker says: I have not received them. In such a case, the worker takes an oath that he has not received his wages, and he receives payment from his employer. Rabbi Yehuda says: This oath cannot be administered unless there is partial admission on the part of the employer. How so? The case is where the worker said to him: Give me my wages, fifty silver dinars, which are still in your possession. And the employer says: You have already received one golden dinar, which is worth twenty-five silver dinars. Since the employer has admitted that he owes part of the sum, the worker takes an oath and is paid the whole sum.

7:2 How does this halakha apply to one who was robbed? The case is where witnesses testified about the defendant that he entered the claimant’s house to seize collateral from him without the authority to do so. The claimant said: You took items that belong to me. And the defendant said: I did not take them. The claimant takes an oath and receives payment of his claim. Rabbi Yehuda says: This oath cannot be administered unless there is partial admission on the part of the defendant. How so? The case is where the claimant said to him: You took two items. And he says: I took only one. Since the defendant admits that he took one item from the house, the claimant takes an oath and receives payment of his whole claim.

7:3 How does this halakha apply to one who was injured? The case is where witnesses testified about the injured person that he entered into the domain of the defendant whole but left injured, and the claimant said to the defendant: You injured me. And the defendant says: I did not injure you. The injured party takes an oath and receives compensation. Rabbi Yehuda says: This oath cannot be administered unless there is partial admission. How so? The case is where the claimant said to the defendant: You injured me twice. And the other says: I injured you only once. In such a case, the injured party takes an oath that he was injured twice and receives compensation for both injuries.

7:4 How does this halakha apply to one whose opposing litigant is suspect with regard to the taking of an oath and therefore is not permitted to take the oath? One is considered suspect with regard to oaths if he has been found to have taken a false oath, whether it was an oath of testimony, or whether it was an oath on a deposit, or even an oath taken in vain, which is a less severe prohibition. There are also categories of people who by rabbinic decree are considered suspect with regard to oaths: If one of the litigants was a dice player, or one who lends with interest, or among those who fly pigeons, or among the vendors of produce of the Sabbatical Year, then the litigant opposing him takes an oath and receives payment of his claim. If both litigants were suspect, the oath returned to its place. This is the statement of Rabbi Yosei,

and will be explained in the Gemara. Rabbi Meir says: Since neither can take an oath, they divide the disputed amount.

7:5 And how does this halakha apply to the storekeeper relying on his ledger? This ruling is not referring to the case where a storekeeper says to a customer: It is written in my ledger that you owe me two hundred dinars. Rather, it is referring to a case where a customer says to a storekeeper: Give my son two se’a of wheat, or: Give my laborers a sela in small coins. And later the storekeeper says: I gave it to them; but they say: We did not receive it. In such a case, where the father or employer admits that he gave those instructions and it is also recorded in the storekeeper’s ledger, the storekeeper takes an oath that he gave the son the wheat or paid the laborers, and he receives compensation from the father or employer; and the laborers take an oath that they were not paid and receive their wages from the employer. Ben Nannas said: How is it that both these and those come to take an oath in vain? One of them is certainly lying. Rather, the storekeeper receives his compensation without taking an oath, and the laborers receive their wages without taking an oath.

7:6 If one said to a storekeeper: Give me produce valued at a dinar, and he gave him the produce. And later the storekeeper said to him: Give me that dinar you owe me, and the customer said to him: I gave it to you, and you put it in your wallet [be’unpali], the customer shall take an oath that he gave him the dinar. If, after he gave the storekeeper the money, the customer said to him: Give me the produce, and the storekeeper said to him: I gave it to you and you transported it to your house, the storekeeper shall take an oath that he has already filled the order, and he is exempt from supplying the produce. Rabbi Yehuda says: Whoever has the produce in his possession has the advantage, and his claim is accepted without his taking an oath. Similarly, if one said to a money changer: Give me small coins valued at a dinar, and he gave him the coins, and subsequently the money changer said to him: Give me the dinar, and the customer said to him: I gave it to you, and you put it in your wallet; the customer shall take an oath that he paid. If the customer gave the money changer the dinar, and then said to him: Give me the coins, and the money changer said to him: I gave them to you and you cast them into your purse, the money changer shall take an oath. Rabbi Yehuda says: It is not a money changer’s way to give even an issar until he receives a dinar. Therefore, the fact that the customer received the coins indicates that the money changer already received his payment.

7:7 These cases of taking an oath are just like other cases where the Sages said that one takes an oath and receives payment. The mishna (see Ketubot 87a) teaches: A woman who vitiates her marriage contract by acknowledging receipt of partial payment may collect the remainder only by taking an oath; or if one witness testifies that her marriage contract has been paid, she may collect it only by taking an oath. She may collect it from liened property that has been sold to a third party, or from the property of orphans, only by taking an oath, and a woman who collects it from her husband’s property when not in his presence may collect it only by taking an oath. And likewise, orphans may collect a loan with a promissory note inherited from their father only by

taking an oath. Orphans who wish to collect payment of money owed to their father must take the following oath: On our oath our father did not direct us on his deathbed not to collect with this promissory note, and our father did not say to us that this note was paid, and we did not find among our father's documents a record showing that this promissory note was paid. After taking that oath, they may collect the money. Rabbi Yohanan ben Beroka says: Even if the son was born after the father's death, he needs to take an oath in order to receive the money owed to his father. Rabban Shimon ben Gamliel said: If there are witnesses that the father said at the time of his death: This promissory note has not been paid, the son collects the debt without having to take an oath.

7:8 And these people are sometimes required to take an oath that they do not owe anything even when there is no explicit claim against them: Partners, sharecroppers, stewards [apotropin], a woman who does business from home, where she manages the property of orphans, and the member of the household appointed to manage the household's affairs. For example, in a case where one of these people said to one of the people whose property he or she manages: What is your claim against me? If the other replied: It is simply my wish that you take an oath to me that you have not taken anything of mine, the former is liable to take that oath. Once the partners or the sharecroppers have divided the common property, each taking his share, then one side may not require an oath of the other absent a definite claim. But if an oath was imposed upon him due to some other situation, that oath can be extended to impose upon him any other oath, i.e., it can be extended to apply to any other of their disputes. The mishna adds: And the Sabbatical Year abrogates the obligation to take an oath about a debt, just like it abrogates a debt.

8:1 There are four types of bailees, to whom different halakhot apply. They are as follows: An unpaid bailee, who receives no compensation for safeguarding the item in his care; and a borrower, who receives an item on loan for his own use without paying a rental fee; a paid bailee, who is paid a salary for safeguarding the deposited item; and a renter, i.e., one who pays a fee for the use of an item or animal. In the event that one of these bailees is unable to return the deposited item to its owner, the halakha with regard to liability is dependent upon what happened to the item, and upon the type of bailee: An unpaid bailee takes an oath attesting to the fact that he was not negligent with the care of the item and is then exempt from liability for everything, meaning for all types of damage, whether the item was lost, stolen, damaged, or if the animal died. Conversely, a borrower does not have the option of taking an oath, and pays for everything, whether the item was stolen, lost, damaged, or the animal died, even if it was by unavoidable accident. The halakhot of a paid bailee and a renter are the same: They take an oath concerning an injured animal, and concerning a captured one, and concerning a dead animal, attesting to the fact that these mishaps were not caused by negligence, but rather by unavoidable accident, and then are exempt from liability. But they must pay if the deposit cannot be returned due to loss or theft, even if these were not caused by negligence.

8:2 The mishna clarifies: If the owner of an ox said to an unpaid bailee: Where

is my ox? And the unpaid bailee said to him: It died, but the truth was that it was injured or captured or stolen or lost; or if the bailee responded: It was injured, but the truth was that it died or was captured or stolen or lost; or if he responded: It was captured, but the truth was that it died or was injured or stolen or lost; or if he responded: It was stolen, but the truth was that it died or was injured or captured or lost; or if he responded: It was lost, but the truth was that it died or was injured or captured or stolen, in any of the above cases, if the owner of the ox then said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, he is exempt from bringing a guilt-offering, despite the fact that he took a false oath. The reason is that his false oath did not render him exempt from liability to pay.

8:3 If the owner says to an unpaid bailee: Where is my ox? And the unpaid bailee said to him: I do not know what you are talking about, but the truth was that it died or was injured or captured or stolen or lost, and the owner said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, he is exempt from bringing a guilt-offering, since he would not have been liable to pay in any of these cases. But if the owner said to the unpaid bailee: Where is my ox? And the unpaid bailee said to him: It is lost, and the owner said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, and then witnesses testify that the bailee consumed it, he pays the owner the principal, since he took the ox for himself. But if there were no witnesses, but after he took the oath he admitted of his own accord that he stole the ox and took a false oath, then he pays the owner the principal and the additional one-fifth payment, and he brings a guilt-offering to achieve atonement, as in any other case where one takes a false oath with regard to a deposit. Similarly, if the owner said to the unpaid bailee: Where is my ox? And the unpaid bailee said to him: It was stolen, and the owner said: I administer an oath to you concerning your claim, and the unpaid bailee said: Amen, and then witnesses testify that the bailee stole it, he pays double the principal. If he admitted of his own accord that he stole it, then he is exempt from double payment for theft, but pays the principal and the additional one-fifth payment, and brings a guilt-offering to achieve atonement.

8:4 If the owner of an ox said to someone in the marketplace, i.e., a stranger who was not a bailee: Where is my ox that you stole? And the accused says: I did not steal it, and then witnesses testify that the accused did steal it, he pays the double payment. If he slaughtered or sold it, he pays the fourfold or fivefold payment. If the accused saw witnesses that were approaching to testify against him, and at that point he said: I admit that I stole the animal but I did not slaughter or sell it, he pays only the principal.

8:5 If the owner said to a borrower: Where is my ox? And the borrower said to him: It died, but the truth was that it was injured or captured or stolen or lost; or if he responded: It was injured, but the truth was that it died or was captured or stolen or lost; or if he responded: It was captured, but the truth was that it died or was injured or stolen or lost; or if he responded: It was stolen, but the truth was that it died or was injured or captured or lost; or if he responded: It was lost, but the truth was that it died or was injured or captured or stolen, in any of the above cases, if the owner of the ox said: I

administer an oath to you concerning your claim, and the borrower said: Amen, he is exempt from bringing an offering for his false oath, since the oath did not render him exempt from liability to pay. He would have been liable to pay in any case.

8:6 But if the owner said to the borrower: Where is my ox? And the borrower said to him: I do not know what you are talking about, but the truth was that it died or was injured or captured or stolen or lost, and the owner said: I administer an oath to you concerning your claim, and the borrower said: Amen, the borrower is liable to bring a guilt-offering, as he took an oath that would render him exempt from liability to pay. If an owner said to a paid bailee or a renter: Where is my ox? And the latter said to him: It died, but the truth was that it was injured or captured; or if he said: It was injured, but the truth was that it died or was captured; or if he said: It was captured, but the truth was that it died or was injured; or if he said: It was stolen, but the truth was that it was lost; or if he said: It was lost, but the truth was that it was stolen, and the owner said: I administer an oath to you concerning your claim, and he said: Amen, the paid bailee or renter is exempt from bringing a guilt-offering. If the paid bailee or renter said: It died or was injured or captured, but the truth was that it was stolen or lost, and the owner said: I administer an oath to you concerning your claim, and he said: Amen, the paid bailee or renter is liable to bring a guilt-offering. If the paid bailee or renter said: It was lost or stolen, but the truth was that it died or was injured or captured, and the owner said: I administer an oath to you concerning your claim, and he said: Amen, he is exempt from bringing a guilt-offering. This is the principle: Anyone who changes from one claim of liability to another claim of liability or from one claim of exemption to another claim of exemption or from a claim of exemption to a claim of liability is exempt from bringing a guilt-offering. If he changes from a claim of liability to a claim of exemption, he is liable. This is the principle: Anyone who takes an oath to be lenient with himself is liable; if he takes an oath to be stringent with himself, he is exempt.