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## Intro

Today we will בע"ה learn מסכת נדרים of דף כ"ז learn מסכת נדרים of the topics we will learn about include.

The next Mishnah's case of נדרי אונסין

When one places a נדר on his friend to compel him to perform a task, in which a אונס subsequently prevented him from fulfilling the task.

The Machlokes טענת and רבא whether there is a טענת in the case of

ההוא גברא דאתפיס זכוותא בבי דינא

ואמר אי לא אתינא עד תלתין יומין

ליבטלון הני זכוותאי

איתניס ולא אתא

There was a בעל דין that had a dispute in Bais Din, in which he requested 30 days to bring proofs for his claim.

The שטר זכיותיו was מתפיס זכותיה, handed over שטר זכיותיו to Bais Din in which he added, if I do NOT return to Bais Din within 30 days, then I am מבטל זכותיה, these proofs are to be considered void. But he did NOT return within the given time because of a אונס situation.



Some of the terms and concepts we will learn about include

נדר שהותר מקצתו

הותר כלו

A Neder which is partially nullified becomes completely nullified.

## אסמכתא

When a person makes a definite commitment for a דבר ספק, questionable matter, in which he gains one way, but he loses the second way;

holds רבי יהודה

אסמכתא לא קניא

He is NOT obligated to his commitment

Because

סמך על הדבר

He relied on being able to fulfill his conditions.

רבי יוסי holds

אסמכתא קניא

He IS obligated to his commitment.









So let's review ...

After completing the discussion of

נדר שהותר מקצתו

הותר כלו

A Neder which is partially nullified becomes completely nullified:

The Gemara proceeds with the next Mishnah:

נדרי אונסין

Someone placed a נדר on his friend to compel him to perform a task, and he was prevented from fulfilling the task due to אונס.

This is the fourth of the

ארבעה נדרים שהתירו חכמים

The four Nedarim that are NOT effective and do NOT even require a היתר חכם

Zugt Di Mishnah:

נדרי אונסין

הדירו חבירו שיאכל אצלו

וחלה הוא או שחלה בנו או שעכבו נהר

הרי אלו נדרי אונסין

Someone wants his friend to dine with him and says you shall be forbidden to benefit from me if you do not come and dine with me; and the friend was subsequently prevented from fulfilling this task due to a אונס, circumstances beyond his control; for example, he or his son got sick, or he could not cross a river;

The נדר is NOT effective, because, as the Ran explains; לאו אדעתא דהכי אדריה

The נודר aid NOT intend for a נודר when there was a אונס.

He was prevented from fulfilling the task due to האונםין.

This is the fourth of the האים לפתירו חבאים





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3 The Gemara continues with a discussion of a טענת אונס regarding another Halachah:

ההוא גברא דאתפיס זכוותא בבי דינא ואמר אי לא אתינא עד תלתין יומין ליבטלון הני זכוותאי איתניס ולא אתא

There was a בעל דין that had a dispute in Bais Din, in which he requested 30 days to bring proofs for his claim. Bais Din granted his request, on condition that he brings his documents and available proofs to Bais Din during the 30 days, to prevent him from evading Bais Din. When he brought his other proofs he added, if I do NOT return to Bais Din within 30 days, these proofs shall be considered void. And he did NOT return within the given time because of a אונס Proofs and proofs a situation.

רב הונא says בטיל זכוותיה

His שטר זכיות ARE void, because, as the Ran explains, this case is NOT comparable to the Mishnah's case of אונס, because

הו"ל לאתנויי

The בעל דין should have considered his potential loss and not offered to void his זכיות. Or, he should have stipulated that the שטר זכיות are NOT void in a אונס situation.

However, in the Mishnah's case

לא עלה על דעתו באונס

The מדיר certainly did NOT want a Neder in a case of אונס.

רבא says לא בטיל זכוותיה

Because this IS comparable to the Mishnah's case of אונס, because

אדעתא דהכי לא אמר

The בעל דין did NOT intend to surrender his שטר זכיות, in a situation.

The Gemara points out two other cases of אונס which are also not comparable to our Mishnah.

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The Gemara asks according to בטיל who ruled דב הונא who ruled זכוותיה;

Why are his שטר זכיות void?

אסמכתא היא?

His commitment of בטיל זכוותיה if he does not return was based on a אסמכתא; he relied on his ability to return within 30 days; and רב הונא holds like רבי יהודה that אסמכתא לא קניא

A commitment of אסמכתא is NOT binding?

## The Gemara explains

שאני הכא דאמר

לבטלן זכותיה

There are NO issues of אסמכתא here, because his commitment was meant as a הודאה; he's admitting that his claims are false if he does NOT return within the 30 days. מקם is only in a case similar to a, a transaction, in which the commitment is not binding.



The Gemara concludes והלכתא אסמכתא קניא

The בעל דין IS committed to his בעל הודאה of ביטול when 3 conditions are met:

1.

והוא דלא אניס

He was able to return within 30 days, it was NOT a אונס

Because in a אונס situation,

אדעתא דהכי לא אמר

2.

והוא דקנו מיניה

He makes a הודאה for his הודאה;

Because, without a קנין,

אמירתו אינו כהודאה גמורה

3.

בב"ד חשוב

He made his commitment for הודאה in a noteworthy Bais Din. As the Ran explains;

ליכא משום אסמכתא

There is NO concern for a retraction with a טענת אטמכתא; דלא מחייך בבי דינא

He would not cause a mockery of a בית דין חשוב.





