

1) The two interpretations of the conclusion of the Mishnah

Braisa: “Who swears (as to the value of the missing collateral)? The lender, for perhaps the borrower will swear to support his claim and afterwards the lender will produce the deposit.”

Rashi (1040-1105)	The lender will refute the borrowers claim, and thus render his oath to be false. This will disqualify him from henceforth swearing and testifying in court.
Rabbeinu Chananel (990-1053)	Since the value of the item will be determined by producing the collateral, the borrower’s oath will become a ‘vain oath’.

2) A second hypothetical resolution

Two types of vows: **Biblical (and Biblically charged) vows** (שבועות מן התורה), and **Rabbinic vows** (שבועות היסט). The Biblical vows were extant in the Tannaic era. The שבועות היסט was enacted in the Amoraic era.

➤ **Challenge: Maimonides, Laws of Borrowers and Deposits, Chapter 6:1**

“If an unpaid guardian opts to pay the owner, and not make an oath to support his claim ... an oath – instituted by the **Sages of the Mishnah** - is still administered to him, whereby **he holds ‘the item’** and swears that the item is no longer in his possession. Upon this he pays the owner.”

3) The three resolutions for Rav Huna

- **Rava (Rabah / Rava in the name of Rav Yosef / Rav Yosef):**

The borrower’s oath is only transferred in a case when “witnesses testified that the collateral was burned”.

➤ **Question:** From where can the lender produce the collateral?

Rav Yosef: The borrower’s oath is only transferred in a case when “witnesses testified that the collateral was stolen”.