

***SHIVAT TZION:***  
**INTRODUCTION TO THE PROPHETS OF THE RETURN TO ZION**  
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**Shiur #25: The Oath (*Nechemia* ch. 10)**

**Summary**

*Nechemia* chapter 10, perhaps the climax of the nation's renewed commitment to Torah, summarizes the binding oath accepted by the community. The bulk of the chapter lists 84 prominent signatories. Afterward, "the rest of the people" signed as well.

The chapter's final ten verses review the contents of the oath. The Jews commit to refrain from intermarriage, avoid engaging in commercial transactions on Shabbat, observe *shemitta* properly, donate one-third *shekel* annually to the Temple treasury, offer the Temple's wood offering on a rotating basis, and contribute the first-fruits, firstborn sacrifices, and tithes.

It is noteworthy that Nechemia's name appears among the 84 signatories, but not that of Ezra. At first glance, this seems to support the critical view that the two leaders lived at different times. In fact, however, it stands to reason that Ezra would not have signed even had he been present. Ezra is the lawgiver who, like Moshe, stands above the nation. Arguably, it would have been inappropriate for him to sign. Nechemia, by contrast, is a political leader, and therefore fit to endorse the proceedings.

Verses 29-31 are highly reminiscent of the language and terminology of *Ezra*, reinforcing our assertion that Ezra was likely present at the ceremony. Those similarities include: the list of Jews from the full gamut, including Levites, gatekeepers and Netinim; the emphasis on the signatories having included "all those with understanding"; the description of Torah as having been "given in the hand of Moshe the servant of God"; and the emphasis on the scourge of intermarriage. The parallels to *Ezra* strengthen our impression that the leader's absence from the list of those who signed in no way implies that he was irrelevant to the proceedings.

**Conversion**

Although we already noted the large number of signatories to the oath, one group listed in verse 29 is ambiguous: “*ve-khol ha-nivdal me-amei ha-aratzot el Torat ha-Elokim*,” “and all those who separated from the peoples of the lands to follow the teaching of God.” A similar phrase appears in *Ezra*, which records that those “who joined them in separating themselves from the uncleanness of the nations of the lands to worship the Lord God of Israel, ate of [the Pesach]” (6:21). Rashi (s.v. *ve-khol*), Metzudat David (ibid.), and Malbim (ibid.) maintain that both verses refer to converts.

It is noteworthy that *Megillat Esther*, written in roughly the same time period as *Ezra-Nechemia*, contains a similar phrase. Chapter 8 of the *Megilla* records that following the reversal of Haman’s decree, many gentiles “*mityahadim*,” became Jews or were supportive of Jews (8:17). Rashi again maintains that they converted. Later, we read that “the Jews undertook and irrevocably obligated themselves and their descendants, and all who might join them, to observe these two days in the manner prescribed and at the proper time each year” (9:27). Here too, Rashi understands the phrase to be a reference to anyone who will convert to Judaism.

This resurgence of interest in Judaism, while requiring broader analysis, makes an important statement about the beleaguered *Shivat Tzion* community. While many Jews were ignorant and intermarried, numerous gentiles were attracted to Judaism. Apparently, as the Jewish community became more secure and religiously committed toward the end of *Nechemia*, a surfeit of Jewish pride ensued.

### **The Nature of the Oath**

In many instances in our chapter, the oath seems to supersede the obligations that are set forth explicitly in the Torah. For instance, the Torah only explicitly prohibits intermarriage with the Seven Nations, whereas our chapter outlaws all exogamy. The Torah requires a half-*shekel* donation, while the oath requires a third. Whereas the Jews commit to offer a wood offering, no such obligation appears in the Torah.

This raises a basic question regarding each of the acceptances included in the oath. Were the people merely stating their renewed commitment to observe preexisting Torah law, or were they accepting upon themselves additional obligations? This question is of wider significance. According to the renewed commitment school of thought, our chapter would appear to be an instance of what scholars term “inner-Biblical exegesis.” Inner-Biblical exegesis, explored in the pioneering work of Michael Fishbane, refers to a process of Biblical interpretation that takes place in the Bible itself. This phenomenon, sometimes known as intertextuality, is especially central to *Ezra-Nechemia*, in which the scope of laws such as the prohibition against intermarriage are clarified.

Alternatively, if we understand that the Jews are binding themselves to new laws, our chapter may represent an early instance of *minhag* or Rabbinic legislation.

Our question seems to be the subject of dispute among the commentators. Ralbag tends toward the view that the oaths constituted commitments to previously existing laws, while Malbim seems to understand that they were innovations. Of course, one need not assume that each *mitzva* is cut from the same cloth; as we will see, they may alternate between renewed commitments and innovations.

We will now review each of the commitments accepted by the people in their oath.

**Intermarriage** – Malbim notes that the intention of our verses is to extend the prohibition of *Devarim* beyond the Seven Nations. He and others are silent, however, on the question as to whether this is an interpretation of the verses in *Devarim* or an extension. In light of the earlier passages in *Ezra* and *Nechemia*, it would appear that the leaders of *Shivat Tzion* simply held that the prohibition was universal in scope.

**Shabbat** – There appears to be no Biblical injunction against engaging in commerce on Shabbat. Thus, at first glance, it would appear that regarding Shabbat, the oath extends beyond that which is Biblically proscribed. Indeed, Malbim (10:32) makes precisely this point. How are we to understand this seeming extension? Ralbag (10:31, s.v. *va'asher*) argues that business dealings often lead to Biblical violations, such as writing on Shabbat. Thus, by committing to refrain from commerce, the Jews were erecting a fence around the Torah. Alternatively, according to Ramban (*Vayikra* 23:36), maintaining a business on Shabbat incurs a violation of the positive commandment of “*shabbaton*,” creating a Shabbat-appropriate environment. Thus, on his view, one can argue that even regarding Shabbat, the Jews were accepting a preexisting prohibition.

**Shemita** – At first glance, unlike Shabbat, the people’s commitment to the Sabbatical year seems to echo Biblical law. But the matter is not so simple. According to the generally accepted view, because the majority of Jews had not returned to Israel, the obligation of *shemita* at this time was merely Rabbinic (*Gittin* 36a and parallels). This leads Beit Ha-Levi (3:1) to propose that the oath transformed the observance of the Sabbatical year from a Rabbinic to Biblical obligation. Beit Ha-Levi’s interpretation is rejected by R. Kook (introduction to *Shabbat Ha’aretz* 8) and Chazon Ish (*Shevi’it* 18:4), who maintain that *shemita* nowadays remains only Rabbinic. According to both views, it would appear that the people were not merely reiterating the standing Biblical requirement.

**1/3 Shekel Donation** – This is a curious aspect of the oath. As opposed to the half-*shekel*, familiar from *Parashat Ki Tisa*, the Jews commit to donate a third of a *shekel* apiece each year. How does this fit with the Biblical requirement?

There are two schools of thought among the commentators. Ibn Ezra (10:33, s.v. *shelishit*) and Metzudat David (ibid., s.v. *ve-he'emadnu*) suggest that the 1/3 *shekel* was in addition to *Shemot's* 1/2 *shekel*. Ramban (*Shemot* 30:12) and Ralbag (*Nechemia* 10:33, s.v. *la-tet*) suggest that the size of the *shekel* had changed over the years, and a contemporary 1/3 *shekel* in fact equaled the Torah's 1/2 *shekel*. Malbim cites both views. This dispute appears to hinge on our initial question, namely whether we understand the Jews as merely recommitting themselves to Torah law or as accepting upon themselves additional practices.

**Wood Sacrifice** – This is arguably the most perplexing element of the oath, and perhaps the clearest evidence that the people were going beyond Biblical law. Nowhere in the Torah is there an obligation to offer the wood sacrifice. Indeed, in describing the details of this sacrifice, the Talmud (*Ta'anit* 28a) draws on our verses in asserting that when the Jews returned to Israel, they struggled to locate firewood for the altar, and individual families donated wood to the Temple. After this occurrence, the prophets legislated that families would always donate wood for the service, even when there was enough timber in the Temple treasury.

**Bikkurim** – The obligation of *bikkurim* is the oath's final noteworthy element. Interestingly, the verses seem to indicate that *bikkurim* are to be brought from all fruit. This contradicts the traditionally-accepted view that the first-fruits need only be brought from the Seven Species of Israel. Indeed, the Talmud Yerushalmi (*Bikkurim* 2:2) asserts that one does not even have the option of bringing first-fruit from other species. On the basis of this ruling, Ibn Ezra (10:36, s.v. *kol*), Ralbag (ibid., s.v. *u-vikurei*) and Malbim (s.v. *u-lehavi*) insist that our verse refers only to the Seven Species. Rashi (10:36, s.v. *u-vikurei*), however, maintains that there is a requirement to offer *bikkurim* from all fruit that grows in Israel. Metzudat David (s.v. *kol*) says the same, adding that the requirement for other fruit is merely Rabbinic, indicating that the Jews were in fact extending the Biblical requirement with their oath.<sup>1</sup>

In sum, the commentators struggle with a fundamental question: to what extent was the oath a renewed commitment to the ancient laws of the Torah, albeit with some novel interpretations, and to what extent are these new, proto-Rabbinic laws? As we have seen, it is most likely that our chapter presents a mix of the two views. On any view, our chapter – and, indeed, the entire period of *Shivat Tzion* – exemplifies a careful balance between commitment to tradition and an understanding that specific commandments require additional emphasis or even innovation at particular moments in history (either by way of exegesis or legislation). In this respect, chapter 10 of *Nechemia* anticipates the central

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<sup>1</sup> In contrast to the ruling of the Yerushalmi, it should be noted that *Chiddushei Ha-Ran* (*Chullin* 120a, s.v. *u-mina*) maintains that according to the Bavli, one may choose to offer *bikkurim* from any fruit if one so chooses. Such fruit, although offered voluntarily, earns the status of Biblical first-fruits.

tensions and contributions of the Rabbinic period, which took root in the period of *Shivat Zion*.