

32.5.2; 20b (משנה ה) → 21b (סיום הפרק)

1. ואיש כי יקדש את ביתו קדש לה' והעריכו חכהו בין טוב ובין רע כאשר יעריך אתו חכהו כן יקום: ויקרא כז, יד
2. אם עלה קרבנו מן הבקר זכר תמים יקריבנו אל פתח אהל מועד יקריב אתו לרצונו לפני ה': ויקרא א, ג

I בדק הבית: repsonsibility for commitments to משנה ה

- a If he commits to give "this ox" or "this house" as a קרבן
 - i And: the ox died or the house collapsed – no liability
- b But if: he adds the word "עלי" (e.g. בית זה עלי קרבן) – liable for payment
 - i דמי שור זה עלי קרבן; דמי שור זה עלי להביאו" and has no אחריות; דמי שור זה עלי קרבן – as in "דמי" – liability only if he adds in "עלי" חייא בר רב
 - ii Challenge: תופסתא ערכין גיאי – if he says "שור זה עולה" – the שור is הקדש; מעילה applies and if lost or stolen – no אחריות
 - 1 But: if he said "שור זה עלי עולה" – same applies, but he is liable if lost or stolen
 - iii Answer: this is no stonger a challenge than our משנה, which we interpreted as including "דמי" – add "דמי" to תוספתא
 - 1 Challenge: סיפא (ibid) addresses "דמי" → our רישא cannot imply "דמי"
 - (a) if he said "דמי שור עלי" – no הקדש (→ no מעילה) and no אחריות – but liable for payment of דמים
 - 2 Answer: in both רישא וסיפא, he used "דמי"
 - (a) he said "יקדיש השור לדמי" דמיא
 - (b) he said "when the money comes, they are קודש" סיפא
 - (c) Challenge: a person may not be מקדיש something that doesn't yet exist (אין אדם מקדיש דשבל"ע)
 - (i) Answer (ר"ב): this is per ר"מ, who allows for לעולם בא דשבל"ע
 - (ii) note: alternative version – ר' חסדא or אביי identified this ברייתא as per ר"מ – ר' חסדא identified this ברייתא as per ר"מ – ר' חסדא identified this ברייתא as per ר"מ
 - (iii) note: some read this discussion as being about a case of renting a house which then becomes מנוגע
 1. ruling: even though הרי שלך לפניך declared it חלוט, the owner may say to renter – owner must furnish another house
 - a. but if: he destroyed the house (per ר' כהן's directive) – owner must furnish another house
 - b. and if: the renter was מקדיש, he pays rent to הקדש
 - i. challenge: how could renter be מקדיש? Per v. 1, only owner could dedicate it
 - c. rather: means that if the owner was מקדיש, renter pays הקדש
 - i. challenge: how could he live there – that is מעילה
 - ii. furthermore: if he lives there, it becomes חולין (via מעילה) – no payment to הקדש
 - iii. answer: owner said "when rent comes, it is הקדש" (attribution to ר"מ as above)

II Taking collateral from those who have obligations to the מקדש משנה ו

- a חייבי ערכין: we take collateral
- b חייבי חטאות ואשמות: we do **not** take collateral – since they desire כפרה, there is no need
 - i Exception (ר"פ): חטאת נזיר – since he may cut hair etc. once he's brought any one of the קרבנות, he may delay קרבן
- c חייבי עולות ושלמים: we take collateral – since it does not affect their ritual status, they may delay bringing קרבן
 - i Exception (ר"פ): עולת יולדת –
 - 1 Challenge: the עולה is only mentioned first for declaration, not for offering → she may delay, as חטאת came first
 - ii Rather: עולת מצורע, per ר' ישמעאל ברי"ב – all קרבנות are sine qua non for his טהרה
- d General assessment of seizing assets: although he requires full willingness to achieve כפרה – per v. 2 – לרצונו
 - i Nonetheless: we force him until he declares "רוצה אני"
 - 1 v. 2 – ברייתא → we coerce him to bring; לרצונו – he must declare "רוצה אני"
 - 2 requires confirmation of donor; teaching that even if another brings for him, must gain his assent
 - (a) Reason: he may wish to use his own funds to take care of his obligation
 - (b) Challenge: if he commits to bring another's חטאת ואשם – only valid לדעתו; even without דעתו – עולה ושלמים; לדעתו ואשם – only valid לדעתו
 - (i) Answer (for שמואל): that is at point of כפרה; requirement of דעת for עולה ושלמים – at point of הפרשה
 - (c) Note: this is at odds with עולא – only difference between חטאת/עולה is requirement of דעת at point of הפרשה
 - (i) However: at point of כפרה, both require בעלים דעת
 - (d) And: שמואל interprets עולא as referring to כפרה; שעת כפרה interprets as referring to כפרה
 - (e) we can reconcile ברייתא and עולא/שמואל can each interpret as per their positions
 - (f) However: שמואל and עולא are certainly in disagreement (justification: שמואל may have meant also שעת הפרשה)
 - ii Similarly: we force a גט and he must declare "רוצה אני"
 - 1 if someone declares a מודעה about his גט (that it was given under duress → invalid) – this is a מודעה
 - (a) Justification: even if he was מעושה and gave it – unless he says רוצה אני, his מודעה stands (
 - (i) Proof: else, the משנה would read עד שיתן, not עד שיאמר