

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

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

- I ה משנה ה: repsonsibility for commitments to הבית
- 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 liability only if he adds in "דמי" – as in שור זה עלי קרבן; else, he meant "עלי להביאו" and has no אחריות
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 ה, which we interpreted as including "דמי" – add "דמי" to תופסתא
1 Challenge: סיפא (ibid) addresses "דמי" → our רישא cannot imply "דמי"
(a) סיפא: if he said "דמי שור עלי" – no הקדש (→no מעילה) and no אחריות – but liable for payment of דמים
2 Answer: in both וסיפא ורישא, he used "דמי"
(a) דישא: he said "יקדיש השור לדמיו"
(b) סיפא: he said "when the money comes, they are קודש"
(c) Challenge: a person may not be מקדיש something that doesn't yet exist (ע) (אין אדם מקדיש דשלב"ע)
(i) Answer (רב): this is per ר"מ, who allows for לעולם בא לעולם
(ii) note: alternative version – ר"מ identified this ברייתא as per ר"מ – ר"מ identified this ברייתא as per ר"מ – ר"מ 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 כהן declared it חלוט, the owner may say to renter – הרי שלך לפניך
a. but if: he destroyed the house (per 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 ו משנה ו: Taking collateral from those who have obligations to the מקדש
- 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
- 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 בריב"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 רוצה אני 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; עולה ושלמים – even without דעתו
(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 עולה/חטאת 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) ר"פ: we can reconcile ברייתא ועולא and שמואל/עולא can each interpret as per their positions
(f) However: שמואל and עולא are certainly in disagreement (justification: שמואל: שעת הפרשה may have meant also שמואל)
- ii Similarly: we force a גט and he must declare "רוצה אני"
1 גט 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