

## OVERVIEW of the Daf

### 1) Appraising a limb (cont.)

Rava concludes his series of related questions regarding the method of appraising the value of a limb.

The Gemara unsuccessfully attempts to resolve one of these inquiries.

2) **MISHNAH:** The Mishnah notes a number of differences between vows to pay the value of a person or limb, and erech vows.

### 3) Clarifying the Mishnah

A Baraisa further elaborates on the differences between vows and erech vows.

### 4) Oral loans

The Gemara notes that the Mishnah seems to follow the position that an oral loan may be collected from the borrower's heirs.

This inference is rejected.

It is suggested that the Mishnah follows the opinion that a loan written in the Torah is comparable to one recorded in a document.

This inference is rejected.

### 5) The erech of a limb

R' Gidal in the name of Rav rules that one who pledges the erech of a limb must give its value.

This ruling is unsuccessfully challenged.

It is noted that R' Gidal in the name of Rav issued a similar ruling regarding one who pledges the erech value of a utensil.

The necessity for both statements is explained.

The reason why one who pledges the erech value of the head or liver must pay his full erech is explained.

The halacha that is included from the Mishnah's summary line is identified.

### 6) Half an erech

A Baraisa presents a dispute concerning one who pledges half of someone's erech. The meaning of the reference to lashes used by R' Yosi the son of R' Yehudah is explained.

The rationale behind the Mishnah's ruling related to one who pledges half his value is explained.

The halacha that is included from the Mishnah's summary line is identified.

A Baraisa related to half an erech is cited.

Rabbah and his colleagues discuss the meaning of the Baraisa.

### 7) Clarifying the Mishnah

The Gemara clarifies the final ruling of the Mishnah.

8) **MISHNAH:** The Mishnah differentiates between pledges for which one is liable and pledges for which one is not liable.

### 9) Undertaking responsibility for a vow

R' Chiya bar Rav asserts that the Mishnah's ruling that the vower is liable is limited to when he said, "The value of the ox is upon me."

This qualification is unsuccessfully challenged.

A second version of part of this exchange is recorded.

According to another version this discussion took place in an entirely different context. ■

## Distinctive INSIGHT

### *An evaluation which is determined without intent*

פשיט מהא חדא דתנן דמי עלי ומת לא יתנו יורשים שאין דמים למתים. ואי סלקא דעתך אמדוהו מאליו הוי אומדנא, הא אמיד וקאי

Rava presented several inquiries regarding the process of evaluating a person in the context of one who pledges to pay his value to the Beis HaMikdash. Rava inquires if an evaluation made by a court of three for the purpose of paying damages may then be used as the amount to be paid for a pledge of a neder, or do we say that for a neder we require a panel of ten, and an evaluation performed by three is not adequate. Rava also inquires regarding various expressions of a person who pledges two times to give his value. Each time, Rava asks whether the person must be evaluated twice, or if once is enough. Finally, Rava asks about a case where a person had been evaluated by ten people for no particular reason, and the person then pledged to pay his own value. Can we use the evaluation which already took place, or does the evaluation process have to be done with specific intent to satisfy the pledge?

A statement from the upcoming Mishnah is cited as a resolution to at least one of Rava's queries. A person declares that he will pay his value as a slave to the Beis HaMikdash, and he dies. His heirs do not have to pay that pledge. The reason given is that there the determination of his value is only made when it is to be paid, and at that time he has no value as a slave, because he is no longer alive. This seems to have relevance to Rava's final inquiry. If we may use a person's pre-determined value even though it was made without intent as fulfillment of a pledge, then here too, the person had some minimum value before he died, even though it was not officially arranged. Why does the Mishnah say that the heirs pay nothing because no evaluation had been made before this person's death? It must be that an evaluation without intent is worthless in regard to this process.

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## REVIEW and Remember

1. What makes arachin more stringent than vows?  
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2. What is one's obligation if he pledges half the erech of an instrument?  
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3. When is one obligated to replace an item pledged for the Beis HaMikdash?  
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4. Is it possible to sanctify something that has not yet entered this world?  
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# HALACHAH Highlight

## A rented house that becomes uninhabitable

נתצו חייב להעמיד לו בית

If it was demolished the owner must provide another house

**S**hulchan Aruch<sup>1</sup> writes that if someone leases his house for a fixed period of time and while the lease is still in force the owner would like to tear down the house, the tenant has the legal right to prevent the owner from doing so. In the event that the owner had the house torn down in violation of halacha he is obligated to provide his tenant with another comparable dwelling for the duration of the lease. If, however, the house collapsed on its own the halacha will depend on the wording of their agreement. If the agreement states that the owner is leasing “this house” he is not obligated to provide for the tenant a replacement and the tenant is given a prorated refund of the rent that he may have paid in advance. If the wording was “a house” and did not specify the location of the rental property the owner is obligated to provide a replacement dwelling for the tenant.

Vilna Gaon<sup>1</sup> asserts that the source for the obligation to provide a replacement dwelling for one’s tenant if he tears down the house in the middle of the lease is our Gemara. The Gemara teaches that if someone rents his house to a friend and the house develops tzara’as and is dismantled by a kohen the owner is obligated to provide another comparable dwelling for the tenant. Tosafos<sup>3</sup> proves that the Gemara refers to where the owner had stated that he is renting “this house” and that indicates that even in such a case the owner is obligated to provide a replacement dwelling. The rationale behind this halacha is, as Rashi explains<sup>4</sup>,

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The Gemara answers that perhaps here it is worse, because no formal evaluation had taken place at all. However, if an evaluation takes place, albeit without any specific intent for the pledge, it might be acceptable. This issue is left unresolved.

The Gemara stated that a person’s value as a slave is determined when he is about to pay. Rashi explains that the reason is that the court has no way of knowing the price for which a person could have been sold earlier, so we must use the current value which is available. Tosafos says that if we know that the person has weakened between the moment of the pledge and when it is being paid, why shouldn't we allow the person to pay the lower price? Also, Tosafos cites our Mishnah where the heirs do not pay for the pledge of their deceased relative. According to Rashi, we know that the person had some value when he made his pledge, so the heirs should not be completely exempt. Tosafos therefore says that this halacha that the payment is evaluated at the moment the person stands in beis din is scripturally based. ■

that we assume that it was the mazal of the owner generated by theft or stinginess that caused the house to develop tzara’as and thus it is his responsibility to provide a replacement. If when it is the mazal of the owner that causes the house to be destroyed the owner is obligated to provide his tenant with alternative accommodations, certainly when the owner tears down the house himself he is obligated to provide alternative accommodations. ■

1. שו"ע חו"מ סי' שצ"ב סעי' י"ז.
2. ביאור הגר"א שם ס"ק ל"ז.
3. תוס' ד"ה אע"פ.
4. רש"י ד"ה נתצו. ■

# STORIES Off the Daf

## The Gabbai

חומר בערכין מבנדרים

**T**oday’s daf discusses how arachin are more stringent than regular vows.

In a certain shul, the gabbai had the useful talent of being able to intuit who was likely to make a big nedavah if showered with honor, and of giving an aliyah in a way that brought out the best in the recipient. His big trouble was that sometimes the wealthy man regretted his pledge and paid much less instead.

Once, a very wealthy man davened in the shul and the gabbai called him up in such an honorable fashion that he felt inspired to pledge two thousand dollars. A few days after Shabbos the wealthy man

entered the shul and gave an envelope to the gabbai; when he opened it then and there he found exactly two hundred dollars.

The gabbai was incensed. “You pledged two thousand and you give a measly two hundred?”

“I only pledged two hundred!” retorted the wealthy man.

“I know how to deal with you cheats!” roared the gabbai.

To the gevir’s horror he took out a small recorder from his pocket, which immediately began replaying just before the man’s aliyah on Shabbos. It played the gabbai’s flowery “יעמוד,” the man’s blessings, the aliyah, the **מי שברך** and finally the pledge.

“I keep this recorder on a timer so that I can catch liars red handed,” explained the gabbai to the stunned man.

The wealthy man suddenly snatched the envelope from the hands of the gabbai. “I won’t give a penny to a shul where they are **מחלל שבת**!” he declared.

When Rav Chaim Kanievsky, shlit"a, was asked whether the gevir was obligated to pay what he had pledged to the shul, he replied decisively. “Certainly not, since he is within his rights to refrain from giving money to such a shul. The gabbai must pay what the shul lost on his account, however. He owes the two hundred dollars that the shul would have profited had he not engaged in chilul Shabbos.”

When Rav Yitzchak Silberstein, shlit"a, related this story he added, “Just hearing this should making any feeling person cry.” ■

1. ברכי נפשי, במדבר, ע' תר"ו-תר"ז ■