

OVERVIEW of the Daf

1) Clarifying the Mishnah (cont.)

The Gemara finishes explaining the correct way to stipulate when bringing a conditional mincha.

The Gemara explains what is done with the oil in this circumstance.

R' Kahana asks why the Mishnah does not include the minchas neschim in its uncertainty of someone who vowed to bring a mincha.

Five answers to this question are recorded.

2) Esonim

A Baraisa elaborates on the disagreement concerning one who specified that he would bring esronim but did not recall how many esronim he committed to bring.

R' Chisda and Rabbah offer different explanations concerning the point of dispute between these two Tannaim.

Abaye unsuccessfully challenges Rabbah's explanation.

How the kohen would burn the two esronim is explained.

Based on this explanation R' Acha the son of Rava offers another explanation of the dispute between Rabanan and Rebbi.

R' Ashi rejects this explanation.

Rava offers another explanation of the dispute between Rabanan and Rebbi.

R' Ashi suggests a final explanation of the dispute.

The reason it is necessary for them to argue the same point twice is explained.

3) MISHNAH: The Mishnah continues to address the guidelines for one who makes an unspecific vow. In the middle of the Mishnah we are taught that there are five circumstances in which one must bring five kematzim.

4) Wood

A Baraisa teaches that one may offer wood as a korban and Rebbi extends this to mean that it requires salt and it must be brought near the altar.

Rava and R' Pappa further apply Rebbi's principle.

5) Frankincense

A Baraisa presents the source that one who vowed to bring frankincense must bring a kometz.

Another Baraisa presents a related teaching.

Several unsuccessful challenges to the Baraisa's first ruling are recorded. ■

Distinctive INSIGHT

Placing a doubtful kemitzah upon the Altar

דתניא רבי אליעזר אומר לריח ניחוח אי אתה מעלה אבל אתה מעלה לשום עצים

The Mishnah (104b) discussed the disagreement between Tanna Kamma and Rebbe regarding someone who had pledged to bring a minchah, but he forgot the details of his promise. The Baraisa in the Gemara elaborates upon this discussion. The case is where a person remembered that he would bring a particular type of minchah, and that it would be brought in one utensil. Tanna Kamma rules that he should bring one minchah of sixty esronim in one utensil, and he should say that whatever is part of his original pledge should be for his obligation, and the rest should be a donation. Rebbe rules that the person must bring sixty separate menachos, starting with one of a single issaron, and each subsequent minchah with an additional issaron of flour. This guarantees that he will bring one minchah precisely as he specified, and the other sixty menachos are voluntary donations.

Rava explains that both Tanna Kamma and Rebbe agree that it is prohibited to bring in non-consecrated flour in the Mikdash. The disagreement is whether it is permitted to bring an obligatory minchah and a voluntary minchah in the same container. Tanna Kamma holds that it is permitted to do so, and this is why they allow bringing of one container with sixty esronim in it, with the owner stating a condition regarding his intent. Rebbe contends that one may not mix an obligatory minchah with a voluntary one, so the only choice for this person who forgot the size of the minchah that he promised is to bring multiple offerings.

The Gemara clarifies that according to Tanna Kamma, where this person is bringing two menachos in one vessel, two kemitzos will have to be removed from it. The owner must realize that he has authorized the kohen to remove each

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REVIEW and Remember

1. What is done with the leftover oil of an oven-baked mincha?

2. What is the point of dispute between Rebbi and Rabanan?

3. What is R' Eliezer's position regarding burning remnants of a korban?

4. What halacha is derived from the word קרבן?

HALACHAH Highlight

One who forgets to which organization he pledged tzedaka

פירשתי ואיני יודע כמה פירשתי

I specified but I do not recall what I specified

There was once a fellow who received an aliyah and following that aliyah he pledged money to one of the communal chessed organizations. At the time he specified the organization but subsequently forgot. He was uncertain what should be the correct course of action. Should he give the sum that he pledged to each of those organization in order to be certain that he fulfilled his pledge, is he exempt altogether since each organization has the burden of proof that he owes them money or perhaps he should deposit the amount that he pledged with some third party and leave it up to the organizations to fight about the money.

Chasam Sofer¹ cited Rambam² who rules that if a person pledged money to tzedaka and does not recall how much he pledged he should give as much as necessary so that he is certain that he fulfilled his pledge. Kesef Mishnah³ asserts that the source for this ruling is our Mishnah. The Mishnah teaches that if someone pledges to give gold or silver to the Beis HaMikdash for upkeep – *bedek habayis* – and he specified the amount that he would give but subsequently forgot he must give an amount that would certainly fulfill his pledge. Rashi⁴ explains that he should give so much that he has no doubt that he would have pledged any more. Chasam Sofer then entertains the possibility that Rambam's ruling is limited to money designated for the poor and perhaps money pledged to a chessed organization will be subject to a different set of rules.

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kemitzah such that the first kemitzah is the obligatory one and the second is for the voluntary offering. Placing the two kemitzos is also a difficult issue, and the Gemara concludes that the intent must be that the second kemitzah is placed on the Altar and burned "as wood of the pyre." This is valid, based upon the view of R' Eliezar who says that "any leaven and honey may not be placed upon the Altar" for an offering, but they may be placed there as fuel for the fire.

Sha'agas Aryeh (#29) cites our Gemara in reference to a halacha found in Rambam. The belt of a kohen is made with kil'ayim, wool and linen. Can a kohen wear his garments only when he is involved in the service of the Mikdash, or even when he is not directly serving? Rambam (Hilchos Klei HaMikdash 8:11-12) rules that a kohen may wear the belt only when serving. Ra'aved permits it to be worn all day long. In our Gemara, the kohen who places the second kemitzah on the Altar as wood is not serving at that moment, but he is wearing his belt. This seems to show that the view of Ra'aved is correct. ■

He then proves that any uncertainty about tzedaka is considered an uncertainty regarding a prohibition, therefore when there is a doubt one must take the cautious approach to alleviate that doubt. Therefore, in this case since he does not recall to whom he pledged he must give to each organization until there no longer remains a doubt about the matter in his mind. ■

1. שו"ת חת"ס יו"ד סי' ר"מ.
2. רמב"ם פ"ח מהל' מתנת עניים ה"ג.
3. כסף משנה שם.
4. רש"י ד"ה יביא. ■

STORIES Off the Daf

A Messenger from Chevron

"עד שיאמר לא לכך נתכונתי..."

The residents of Chevron once sent a messenger to the town of Rasher with a very particular mission. Several exceptional people from the town had pledged to give a yearly donation of a fixed amount of money to the community in Chevron some years earlier. A portion of those people fulfilled their pledges for several years but then the payments lapsed. Several had passed away in the interim. The messenger tried to collect the money owed by those who were alive and also from the heirs of those who were deceased.

Some of the people involved admitted to having signed their pledges in a note-

book, but only for the amount of years they had already paid. Others were unsure for how long they had pledged a yearly sum. Since the messenger did not have access to these documents, he went to the Shvus Yaakov for a ruling.

The Shvus Yaakov answered, "Those who are certain of the duration of their pledge definitely need not give more money unless you can furnish evidence. As far as the heirs are concerned, it is also obvious that you have no rights to collect a penny. If the father had claimed that his pledge had only been for the years already paid he would be believed, and we make the same claim for them.

"As far as those who are unsure this is less simple. On the surface one may have thought that this is likened to the Mishnah in Menachos 106. There we find that if one specified in his vow how much he

will bring but does not recall how much, he must bring an amount that he is certain his vow did not exceed. But after careful thought it is clear that this Mishnah does not resemble our case. Since the Mishnah discusses an oral vow, it is incumbent upon one making such a vow to remember how much he vowed. If he does not remember, he is penalized. But regarding a written vow, the person vowing is not responsible to recall since he assumes that if he errs the claimant will produce the document. It is therefore incumbent on the messenger to bring the written pledges. Until he does so, even those in doubt are like one who is unsure whether he owes a debt and need not pay. But to discharge their obligation to heaven they should come to an agreement of terms with the messenger."¹ ■

1. שו"ת שבות יעקב, ח"ג, סי' פ"ה. ■