

OVERVIEW of the Daf

1) Piggul (cont.)

The Gemara continues to unsuccessfully challenge the earlier assertion that something that at one time was permitted for consumption by performing some procedure is considered to have had a moment of fitness.

R' Ashi reports that he repeated part of the previous discussion before R' Nachman and suggested a different approach to reconciling some of the different sources. Part of his explanation asserts that we do not say "whatever stands to be thrown is considered as if it was thrown."

This assertion that we do not say "whatever stands to be thrown, etc." is challenged.

After an exchange, R' Ashi is forced to concede regarding me'ilah but not in regards to food tum'ah.

This distinction is unsuccessfully challenged.

R' Ashi challenges R' Shimon's earlier principle that anything that stands to be thrown is considered as if it was thrown.

R' Kahana responds to this challenge.

This answer is unsuccessfully challenged.

2) MISHNAH: The Mishnah discusses different cases of a person who brought a mincha differently than the way that he vowed.

3) Clarifying the Mishnah

The necessity for two examples of bringing the wrong type of mincha is explained.

A Baraisa presents a dispute whether one fulfills his vow if he offers a mincha different than what he vowed.

A contradiction is noted between the Mishnah and a Baraisa whether placing flour into the wrong utensil sanctifies the flour, thus rendering it invalid.

Abaye reconciles the two sources. ■

REVIEW and Remember

1. According to R' Yehoshua, what determines whether there is a prohibition of me'ilah?

2. How are me'ilah and tumah different?

3. What is the point of dispute between Tanna Kamma and R' Yosi?

4. Why is it necessary for the Mishnah to present two cases?

Distinctive INSIGHT

Bringing a different minchah than the one he pledged

מה שהביא הביא

The Mishnah teaches that if a person declares that he wishes to bring an offering of a flat pan (מרחבת), and he instead brings an offering in a deep pan (מרחשת) or vice-versa, the offering he brings is valid, but he has not fulfilled his obligation.

Rashi explains the reason for this ruling is that we can assume that the offering he is actually bringing was not meant as a fulfillment of his commitment, and that he is bringing this offering as a goodwill gesture. He still plans, however, to fulfill his pledge, and the current offering which is different than his promise does not satisfy his obligation.

Tosafos Yom Tov and Tiferes Yisroel explain that the ruling of the Mishnah that the offering is valid and that the owner has not fulfilled his obligation is speaking of a case where the person was not clearly informed that his current offering was different than what he had promised. But, if the person was told directly that he was apparently making a mistake and that the minchah he was bringing was different than he had promised, and the person nevertheless continued to bring it without explanation, the current offering is completely invalid. We assume that if the person meant to now bring a new offering other than his original promise, he would have responded and clearly said, "This is for a new offering, beside that which I have promised." This would be similar to that which the Mishnah says later that where the person promised to bring two esronim in one vessel (which requires one kemitzah). When he began to bring the two esronim in two vessels, they corrected him, and he ignored their remarks. In this case, the offering is not valid.

Tosafos Chadashim explains the later cases of the Mishnah which deal with cases where a person declared that he would bring his minchah in one or in two vessels, but then began to bring the minchah in a manner contrary to his stated intention. In these cases, the person can still obey the advice of people who correct him, and then proceed to bring the minchah properly. The flour had not yet been placed in the service vessel, so it can be redirected and placed properly. However, in the Mishnah's earlier cases, the flour was already put in a flat pan instead of a deep pan. Here, the flour cannot be removed from the wrong pan after becoming sanctified, and placed into the proper vessel.

Nesivos HaKodesh notes that Rambam (Hilchos Ma'asei Ha-Korbanos 17:2) cites the Mishnah as we have it, which implies that he learns that these halachos apply whether or

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HALACHAH Highlight

Replacing one vowed behavior with another

הרי עלי שני עשרונים להביא בשני כלים והביא בכלי אחד

If one commits to bring two issaron in two vessels and brings them in a single vessel

There was once a fellow who was undergoing a terrible time and he vowed that he would fast for two days and two nights consecutively. Some time later he heard in the name of Arizal that fasting for two days and two nights consecutively is comparable to fasting for 27 non-consecutive days. Since it was summer time and he was having a hard time fasting for two consecutive days and nights, and he was thirsty, he decided, without consultation with a rov, to fast for 27 non-consecutive days as an exchange for his initial vow. After fasting the 27 non-consecutive days he inquired whether he was allowed to make that exchange.

Teshuvos Torah L'shmah¹ responded that the answer to this inquiry is found in our Gemara. The Gemara discusses someone who vows to bring two esronim of flour in a single vessel and then brought each issaron in a different vessel. Alternatively, a person committed to bring two esronim in two vessels and then brought them in a single vessel. In both cases the halacha is that the offering is valid but he has not yet fulfilled his vow.

(Insight...continued from page 1)
not others around him intervene to correct the one bringing his minchah improperly. When the amount of flour is altered we say that the person's intent is for a free-will offering, because deviating from the proper amount would render the minchah either deficient or lacking, which is invalid. ■

filled his vow. Rashi² explains that he has not fulfilled his vow since we assume that the mincha that he brought was not intended to fulfill his vow but represented an additional voluntary offering. This demonstrates that when a person vows to do something in a particular manner he may not deviate from his intent even if what he does is comparable to his initial vow. The same principle could be applied to our case. Although it is true that fasting for 27 non-consecutive days and fasting for two days and two nights consecutively are comparable, once one vows to fast for two consecutive days and nights he can not fulfill that vow by fasting in a way that is comparable. He must fulfill his vow precisely and if he uses an alternative method that may be comparable, it will only be considered another voluntary act but not the fulfillment of his initial vow. Furthermore, even though his intent was to fast for 27 non-consecutive to fulfill his vow, nevertheless, that thought is not significant (דברים שבלב אינם דברים). ■

1. שו"ת תורה לשמה סי' קס"ג

2. רש"י ד"ה מה שהביא ■

STORIES Off the Daf

The Lost Bechor

הא כשרופין דמיין

A certain man traded in kosher livestock, and his considerable profits were bolstered even more because he would also sell the animal skins to be used as parchment for sifrei Torah, tefillin and mezuzos. Although he was fairly experienced, he was unprepared for dealing with a bechor when one of his animals calved. Instead of selling the fetus to a non-Jew ahead of time to avoid this problem, he only realized what he should have done after the bechor was born and it was too late. The owner had it put in a separate place and fed separately to ensure that it did not become mixed up with the kosher animals, since as long as it did not have a blemish it was forbidden from use.

But when the owner hired a new person to feed the livestock, he failed to transmit adequate instructions to his new employee. About a month after the man was hired, the owner checked the stall where the bechor had been housed, expecting everything to have continued as before. To his shock, he found that the animal was gone. After painstaking inquiries it became clear that the animal had been sheched and its skin had been sold to be made into parchment. Further investigation revealed that the parchment had been sold to a sofer who had indeed used it for a sefer Torah—and there was no way to tell exactly which parts of the sefer had been written on the problematic parchment. When the owner heard about this he wondered whether the Torah could be used since it is forbidden to have benefit from a bechor. If it was forbidden perhaps he was required to reimburse the sofer for the entire sefer?

When this question came before the Oneg Yom Tov, ז"ל, he ruled that a Torah written on such parchment is actually permitted. "In Menachos 102 we find that although it is prohibited to derive benefit from nosar and parah adumah, they can still receive impurity. The Gemara wonders why since, according to Rav Shimon, what is about to be burned is considered already burned. Rav Shimon explains that they become impure due to chibas hakodesh. Yet on the daf before we find that a mixture of meat and milk also becomes impure, even though it must be buried. We see that the halachic requirement to bury something—such as basar b'chalav or a mistakenly slaughtered bechor—is not like something which must be burned. Just as it can impart impurity, if it is made into parchment it does not forbid the sefer Torah of which it is a part." ■

1. שו"ת עונג יר"ט ס' צ"ה