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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Mishna

One who says, “This animal is a *temurah* (an exchange) for an *olah*, a *temurah* for a *shelamim*,” Rabbi Meir maintains that the animal becomes an exchange for an *olah* (we only concern ourselves with his first statement, which was “an exchange for an *olah*”). Rabbi Yosi holds that if he intended to make both declarations, and the reason why he said one before the other was because he couldn’t state both statements simultaneously, his words are valid (and the animal is regarded as an *olah* and a *shelamim*; it must be sent out to graze until it gets a blemish; the proceeds are used to buy animals for both types of offerings). However, if he said, “This animal is a *temurah* for an *olah*,” and then he changed his mind and he said, “This animal is a *temurah* for a *shelamim*,” the animal becomes an exchange for an *olah* (for the sanctity of the *olah* cannot be removed). (25b)

First or Last Expression?

Rabbi Yitzchak bar Yosef said in the name of Rabbi Yochanan that they all agree in a case where he said, “Let this sanctity (*olah*) take effect upon the animal and after that, let that sanctity (*shelamim*) take effect upon it,” the latter does not take effect. And if he said, Let this sanctity not take effect upon it unless the other takes effect upon it as well,” they all agree that the latter does take effect upon it. They disagree only where he said, “Let this animal be an exchange for an *olah*, an exchange for a *shelamim*.” Rabbi Meir holds: Since he should have said (if he wanted them both to take effect), “an exchange for an *olah* and an exchange for a *shelamim*,” but he said instead, “an exchange for an *olah*, an exchange for a *shelamim*,” you may infer that he has indeed retracted (and since we do not regard his retraction as legally significant, it is an *olah*). Rabbi Yosi holds that had he said, “an exchange for an *olah* and an exchange for a *shelamim*,” I might have thought that he intended for it to be half as an *olah* and half as a *shelamim*; therefore he said, “an exchange for an *olah*, an exchange for a *shelamim*,” to indicate that the entire animal should be an *olah* and the entire animal should be a *shelamim*.

The *Gemora* cites a *braisa*: If one says, “This animal shall be half the *temurah* of an *olah* and the other half the *temurah* of a *shelamim*,” the entire animal is offered as an *olah* (for we follow his first statement, and since half of it has been sanctified as an *olah*, the sanctity of *olah* spreads to the entire animal, and although Rabbi Meir holds that if one consecrated a foot of an animal, the entire animal does not become consecrated, for the foot is not a vital organ; the case here is different, where half of the animal has been invested with sanctity, it is regarded as a vital organ); these are the words of Rabbi Meir. The Sages, however, say: Let it graze until it becomes blemished. It is then sold and with the half of its proceeds a *temurah* of an *olah* is purchased and with the other half of its money a *temurah* of a *shelamim* is purchased. Rabbi Yosi says: If he intended to make both declarations, and the reason why he said one before the other was because he couldn’t state both statements simultaneously, his words are valid (and the animal is regarded as an *olah* and a *shelamim*; it must be sent out to graze until it gets a blemish; the proceeds are used to buy animals for both types of offerings).

The *Gemora* asks: But isn’t the opinion of Rabbi Yosi identical with that of the Rabbis?

The *Gemora* answers: The entire *braisa* is being taught by Rabbi Yosi.

The *Gemora* cites another *braisa*: If one says, “This animal shall be half an *olah* and the other half a *chatas*,” the entire animal is offered as an *olah* (for we follow his first statement, and since half of it has been sanctified as an *olah*, the sanctity of *olah* spreads to the entire animal); these are the words of Rabbi Meir. Rabbi Yosi says: Let it die (for since the owner is not obligated in a *chatas*, and according to R’ Yosi, it is partly a *chatas*, it is like a *chatas* whose owner has died, where the *halachah* is that it is condemned to die). And they both agree that if one says, “This animal shall be half a *chatas* and the other half an *olah*,” the animal is condemned to die.

The *Gemora* explains the novelty according to Rabbi Meir (for it would seem obvious, since he said *chatas* first, that is what we follow and it is

ruled to be completely a *chatas*, and since he is not obligated in one, it must be condemned to die), for you might have said that if we had not been informed of this, I might have thought that Rabbi Meir's reason (when he said that the entire animal is offered as an *olah* in a case where one declared that his animal shall be half an *olah* and the other half a *chatas*) is not because of the rule, "Grab onto the first statement," but the reason actually is because a *chatas* (even when by itself could not be offered), which has been blended with another dedication, is offered (as an *olah*, and we ignore the portion of it that cannot be offered), and therefore even if he said, "This animal shall be half a *chatas* and the other half an *olah*," it is offered; the *braisa* therefore informs us that this is not so (and it is condemned to die, for his reason is because "We seize the first statement").

The *Gemora* cites another *braisa*: If one says, "This animal shall be half an *olah* and the other half a *chatas*," it is consecrated but is not offered (for it is an *olah* and a *shelamim* – two different offerings; after developing a blemish, it is sold and for half of its proceeds an *olah* is purchased, and for the other half a *shelamim* is purchased). It effects *temurah* and its *temurah* has the same status as it.

Now, the *Gemora* analyzes, whose opinion does this *braisa* represent? It must be that of Rabbi Yosi (for according to R' Meir, we would follow his first statement, and the animal would be consecrated as an *olah*)! But, the *Gemora* asks, surely it is obvious that the animal is consecrated, but is not offered!?

The *Gemora* answers: The *braisa* needed to teach the case of its *temurah* (that it is not offered), for you might have thought that granted that the animal itself is not offered, but still its *temurah* may be offered; the *braisa* therefore informs us that this is not so. Why is this so? For just as the animal itself is different and may not be offered because of its rejected sanctity (that it is half-*olah* and half-*shelamim*), so too its *temurah* comes from the power of an animal with rejected sanctity (and therefore it cannot be offered as well). (26a)

Two Partners in an Animal

Rabbi Yochanan said: An animal owned by two partners, and one partner designated his half as a *korban*, and then he purchased the other half of the animal and consecrated that as well, it is holy but it cannot be brought as a *korban*. It can create *temurah* (an exchanged animal), and renders the *temurah* to be similar in holiness to it. [In this case there was a second partner which prevented the animal from being a full-fledged *korban* that can be brought on the Altar; once it is

rejected it remains that way even after the other partner's portion was bought out.]

This indicates that Rabbi Yochanan holds three things. He holds that live animals can be permanently rejected from being able to be brought as sacrifices. He also holds that if originally (at the time of its designation), it is not fit, it is permanently rejected. He also holds that even if the animal was originally invested only with a monetary sanctity (it cannot be intrinsically holy due to the other half being owned by someone else), it permanently rejects the animal from being brought as a sacrifice. (26a – 26b)

Olah, Ma'aser and Temurah

Abaye said: Everyone agrees (even R' Yosi) that if one says, "A half of an animal shall be an *olah* and the other half should be a *ma'aser* that it is offered as an *olah* (even if he meant these consecrations from the beginning, as his latter statement is meaningless, since an animal does not become holy with *ma'aser* except by passing through the pen and being counted as the tenth; the same law would apply if one said, "Half the animal shall be an *olah*, and the other half shall be a *temurah*, the latter statement is meaningless, since there is no animal present for which an *temurah* might be effected). What is the ruling, however, if he says, "A half of an animal shall be a *temurah* and half of an animal should be *ma'aser* (where both of these statements are meaningless; which sanctity takes precedence)? Is the animal a *temurah*, since it (a *temurah*) applies to all consecrations, or is it perhaps a *ma'aser*, since an animal before the tenth and after it are consecrated (if, for example, he called the ninth the tenth, and the eleventh the tenth, the three animals, i.e., the ninth, tenth and the eleventh are all sanctified). — Let it remain undecided. (26b)

Mishna

[This *Mishna* teaches us what actual words are capable of making one animal a *temurah* for another.] If one says, "Behold this animal is in place of (*tachas*) this," or "Behold this animal is a substitute (*temuras*) of this," or "Behold this animal is an exchange (*chalifas*) of this," each of these become a *temurah*. If, however, one says, "This animal shall be deconsecrated (*mechuleles*) for this," it is not a valid *temurah*. And if the consecrated animal was blemished, it becomes *chullin* (for he has redeemed the blemished animal with the new one), and (if the new animal is worth less than the old one) he is required to add up to the value (of the originally consecrated animal). (26b)

"Tachas"



The *Gemora* asks: Does this mean to say that the word ‘*tachas*’ (in place of) has the meaning of an investment of *temurah* sanctity? This is contradicted by the following *braisa*: Regarding things which were dedicated for Temple repairs, if one says, “This animal is an exchange (*chalifas*) of this (the dedicated one),” or “This animal is a substitute (*temuras*) of this (the dedicated one),” he has said nothing (for he used the language of *temurah*, which is not applicable to dedications for Temple repairs). If, however, one said, “This animal is in place of (*tachas*) this (the dedicated one),” or “This animal shall be deconsecrated (*mechuleles*) for this one,” his words stand (and the dedicated animal becomes *chullin*, and the new one enters into its place, since even unblemished dedications for Temple repairs can be redeemed). Now if it would enter your mind that the word ‘*tachas*’ (in place of) has the meaning of an investment of *temurah* sanctity, what is the difference between the first and second clause of the *braisa*? [Why, when using an expression of *temurah*, does the *braisa* rule that it is invalid with respect of consecrated items for the Temple repair, but it is valid when using “*tachas*”?]

Abaye answers: The word ‘*tachas*’ is used (in Scripture) in the sense of an investment with *temurah* sanctity and it is also used in the sense of redeeming. [This being the case, the matter was left in the hand of the Sages.] With regard to animals consecrated for the altar, which can effect *temurah*, ‘*tachas*’ has the meaning of an investment with *temurah* sanctity, whereas with regard to dedications for Temple repairs, which do not effect *temurah*, ‘*tachas*’ has the meaning of redeeming. (25a – 25b)

INSIGHTS TO THE DAF

Consecutively and Simultaneously

By: Daf Digest

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The Gemara cites the opinion of R’ Yosi who maintains that if a person declared, “This is the *temurah* of an Olah the *temurah* of a Shelamim,” and he had in mind to make it both, the animal is considered to have the sanctity of both korbanos. The reason is that it is not possible to make both declarations simultaneously so he had to put one before the other.

Tosfos challenges this position from the principle that any time one cannot do two things consecutively the two things can also not be done simultaneously. Applied to this case, we would say that since he cannot make the animal into the *temurah* of an Olah and then the *temurah* of

a Shelamim because once the animal has been designated as one type of korban it cannot become something else. The principle would then teach that one should not be able to make both declarations together.

Tosfos answers that the principle that two things that cannot be done consecutively etc. is limited to where the effects of the two things are contradictory. For example, where a man wants to betroth two sisters, the effectiveness of the first betrothal precludes the second betrothal from taking effect. In our case, however, it is not that the two designations, Olah and Shelamim, contradict one another, the issue is that once the animal has been designated it cannot be designated as something else.

DAILY MASHAL

Partners

A certain kosher restaurant was the property of a Jew and his non-Jewish partner. When the Jew eventually obtained sole ownership of the kosher restaurant, he wondered whether he was required to immerse all the metal and glass vessels in the mikveh. Although he had immersed these vessels when they had purchased the restaurant, he was unsure whether they required an additional immersion now that he had acquired them from the non-Jew.

When this question reached the Mishnah Halachos, zt”l, he ruled that the Jew was obligated to immerse all the vessels. “You had no obligation to immerse the vessels when they were partially owned by your non-Jewish partner.” This is clear from the Gemara in Temurah 26. There we find that if two partners jointly own an animal and one partner sanctified his half, procured the second half of the animal and sanctified it as well, the animal is not fit to be sacrificed. Rashi explains that since when the first half was sanctified the animal could not be sacrificed because the other partner did not allow this, the animal remains unfit to be sacrificed even when it is entirely sanctified. “Similarly, when the non-Jew owned half these vessels, it was unnecessary to immerse them. Now that solely the Jew owns them they require immersion.”

The Issur V’Heter Ha’Aruch explains why vessels jointly owned by a Jew and a non-Jew do not require immersion. “We immerse vessels purchased from a non-Jew as a kind of geirus. If the vessels are immersed while owned by a Jew and a non-Jew, they remain defiled despite this immersion.”