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**Gaining Atonement with the Benefit of
Hekdesh**

Rav Menashya bar Gadda raised the following inquiry: Can a man obtain atonement with an accumulation of one-fifths? [*One committed four acts of me'ilah on two sela'im that he had designated for an asham offering. Now, for every act of me'ilah, he needs to pay an extra fifth, which is two zuz (since there are four zuz in a sela, and one-fifth is determined by the total including the principal, which is in fact – one-fourth of the initial principal). Now that he owes eight zuz (two sela) for the four "fifths," the inquiry is: can he use that money to buy his asham for the me'ilah? This inquiry is based upon the ruling in the Mishna where someone commits me'ilah with money designated for an asham offering, he may, as restitution, bring another asham – valued as the principle of the first one, plus the additional fifth.*]

He notes further: If you will say that it is held that a man may receive atonement with an offering which comes about as a benefit to hekdesh (such as in a case where a man bought a ram for an asham for one sela (which cannot yet be offered as an asham, for an asham must be worth two sela'im), and in the meantime the price of rams went up, and it is now worth two sela'im) - that is because he troubled himself with it (by taking it out to graze and fattening it up); whereas here (where the additional "fifths" come about because of the misappropriation of hekdesh; this is also regarded as the benefit of hekdesh), since he took no trouble with it, he cannot obtain atonement with it. Or perhaps, even if you will say that it is held that a man cannot obtain atonement with an offering which comes about as a benefit to hekdesh - that is because he did not designate it as such (for he only consecrated an asham of one sela), whereas here, in the case of the accumulation of "fifths," since he did designate it (as the money for his asham), I might say that he can obtain atonement with it? For the inquiry was

raised (*in general*): Can a man obtain atonement with an offering which comes about as a benefit to hekdesh, or not?

The Gemora attempts to resolve this (*the general inquiry*) from our Mishna: One who designated two sela coins for an asham, and then bought two rams with them (*instead of buying one for two sela'im*), if one of them was worth two sela, he offers it as his asham, and the second one grazes until it develops a blemish; it is then sold (*redeemed*), with the proceeds offered as a voluntary offering. Surely the case is, is it not, that he bought it for four zuz (*a sela*) and it appreciated in value so that it is now worth eight zuz (*two sela'im*)? We may derive from here that a man can obtain atonement with an offering which comes about as a benefit to hekdesh!

The Gemora deflects the proof by saying that we are dealing here with the case where the shepherd sold it to him at a reduced price (*at a sela when it was actually worth two*).

The Gemora attempts to resolve it from the following braisa: If a man bought a ram for one sela and he fattened it so that it is now worth two sela'im, it is valid for an asham. Does not this prove that a man can obtain atonement with an offering which comes about as a benefit to hekdesh?

The Gemora deflects the proof by saying that it is different where he fattened it, for it actually cost him eight zuz (*two sela'im*; and that might be the reason why the offering is valid).

The Gemora attempts to resolve it from the next case of the braisa: If a man bought a ram for one sela and it is now worth two sela'im, it is valid for an asham.

The Gemora deflects the proof by saying that this is also a case where he fattened it.



The *Gemora* asks: If so, is this not identical with the previous case?

The *Gemora* answers: In the first case he bought it for four zuz and improved it with four zuz more, so that (*in total*) it cost him eight zuz; in the second case, he bought the ram for four zuz and improved it with three zuz more (*but the fattening made it worth eight zuz*), and now it is worth eight zuz.

The *Gemora* asks: If so, let us consider the final part of that ruling: But he must pay one *sela* (*from his pocket to the Temple*)! But why? Has it not cost him seven zuz (*so why should he pay a full sela – four zuz*)?

The *Gemora* answers: The *braisa* means that he must pay what is missing to make up the second *sela*.

The *Gemora*, nevertheless, asks: Now if you say that a man cannot obtain atonement with an offering which comes about as a benefit to *hekdesh*, then even if he pays (*the one zuz*) to complete the *sela*, what then? Surely we require a ram costing two *sela'im*, and it is not so here (*for the two-sela-asham cost him only seven; the eighth zuz given to the Temple did not go for the asham*)!?

The *Gemora* therefore concludes that the *Tanna* holds that a man can obtain atonement with an offering which comes about as a benefit to *hekdesh*.

The *Gemora* asks: If so, he should not have to make up the *sela*!?

The *Gemora* answers: This is the reason that he has to make up the *sela*: it is a precautionary decree lest people say that a ram worth less than two *sela'im* can provide atonement.

The *Gemora* asks: What is the decision (*regarding the general inquiry*)?

The *Gemora* resolves this from the following *braisa* (*which is in fact a continuation of the previous braisa, and therefore it cannot be referring to a case where he fattened it*): If at the time the ram was designated it was worth one *sela*, but at the time of atonement it was worth two *sela'im*, he has fulfilled his obligation (*for evidently, one can obtain atonement with an offering which comes about as a benefit to hekdesh*). If, however, at the time the ram was

designated it was worth two *sela'im*, but at the time of atonement it was worth one *sela*, he has not fulfilled his obligation.

Rabbi Elozar raised the following inquiry: Can a man obtain atonement with an offering which comes about as a benefit to *hekdesh*, or not?

Rabbi Yochanan exclaimed: How many years is it that this one (*R' Elozar*) has grown up in our midst and has not heard this law from me?

The *Gemora* infers from here that Rabbi Yochanan actually gave a ruling on this?

The *Gemora* answers: Indeed yes, and he stated it in connection with the following *Mishna*: The offspring of a *todah* offering, or its *temurah* (*the owner illegally attempts to exchange a different animal with the original korban; the halacha is that the temurah animal gets the same sanctity as the original one, and both animals must be brought as a korban*), or if a man designated an animal for his *todah* and it was lost, and he then designated another in its stead (*and later the original animal was found*) - these do not require the breads (*which normally accompany a todah*). And Rabbi Chananya sent the following in the name of Rabbi Yochanan: They taught this (*that the offspring of a todah is offered without bread*) only after atonement had been effected (*through a different animal*), but before atonement had been effected, it would require breads. Evidently, Rabbi Yochanan holds that a man can obtain atonement with an offering which comes about as a benefit to *hekdesh* (*for the offspring is regarded as the "benefit of hekdesh"*). (27a)

R' Elozar and R' Yochanan

Rabbi Elozar raised the following inquiry: Can living animals be permanently rejected or not? [*Once an animal has been disqualified from being offered on the altar, does it permanently remain in that state, or not?*]

Rabbi Yochanan exclaimed: How many years is it that this one (*R' Elozar*) has grown up in our midst and has not heard this law from me?



The *Gemora* infers from here that Rabbi Yochanan actually gave a ruling on this?

The *Gemora* answers: Indeed yes, for 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.

Rabbi Elozar raised the following inquiry: What is the law if in the entire world lambs depreciated (that there are none that are worth the minimum of two *sela'im*)? Do we say that we require "your choice vow offerings," which is the case here (for there are none better than these), or do we require "two silver shekels," which is not the case here?

Rabbi Yochanan exclaimed: How many years is it that we have grown up in the study hall and we have not heard this law?

The *Gemora* asks: We have not heard this!? Behold Rabbi Yochanan said in the name of Rabbi Shimon ben Yochai: Why didn't the Torah fix a value for the animal offerings brought by those lacking atonement (such as a *metzora*, or a woman who has given birth; in order to be completely *tahor* and be able to partake in the eating of sacrificial offerings, they must bring a *korban* after immersion in a *mikvah* and after waiting the required time)? It is because it might happen that lambs might depreciate (*all over*) and these people would never be rendered fit to partake of consecrated food! [It follows from this that where the Torah did fix the price of the

offering - that condition is indispensable in all circumstances, and it must be worth at least that amount.]

The *Gemora* explains that Rabbi Yochanan meant that "we have not yet taught this law."

The *Gemora* asks: But wasn't it Rabbi Chiya bar Abba's custom to review all his studies every thirty days before him (R' Yochanan)?

The *Gemora* explains that Rabbi Yochanan meant that "this law was not sought from us in the study hall."

It was stated above: Rabbi Yochanan said in the name of Rabbi Shimon ben Yochai: Why didn't the Torah fix a value for the animal offerings brought by those lacking atonement? It is because it might happen that lambs might depreciate (*all over*) and these people would never be rendered fit to partake of consecrated food!

Abaye asked: In that case, the *chatas* offering for eating *cheilev* should have a fixed value, since it is brought for atonement, and not to render one fit to eat consecrated food?

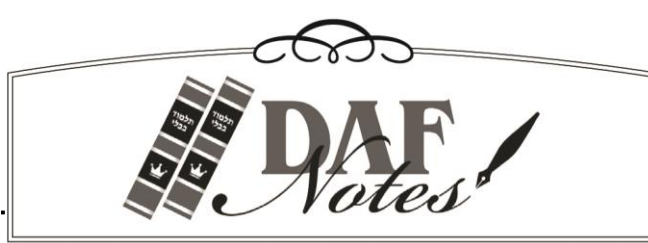
Rava also asked: In that case, the *asham* of the *nazir* (who became *tamei*) should have a fixed value, since it is brought for no apparent reason; for Rabbi Yochanan said in the name of Rabbi Shimon ben Yochai: The only offering that is brought for no reason is the *asham* of the *nazir*!

The *Gemora* concludes: This is indeed a difficulty. (27a)

Mishna

If a man designated his *chatas* offering and then died, his son may not offer it after him. A man may not offer what was designated for one sin in respect of another sin; furthermore, even if he had designated the *chatas* for *cheilev* that he had eaten yesterday, he may not offer it for *cheilev* that he has eaten today, for it is written: his offering ... for his sin; the offering must be for that particular sin (for which it was designated). (27b)

His Designated Chatas



The *Gemora* asks: How is this known?

The *Gemora* cites a *braisa*: It is written (*regarding a korban chatas*): *His offering (b'korbano)*. This teaches us that a person may discharge his obligation with his own *chatas*, but he may not discharge his obligation with his father's *chatas*.

The *braisa* continues: I might have thought that this would be so only if the father had designated a *korban chatas* to atone for a light transgression (*such as eating forbidden fats or blood, where one would receive kares*) and the son was using the *chatas* for a severe transgression (*such as desecrating Shabbos or worshipping an idol, where one would receive death by the hands of a human court*), or if the father had designated a *korban chatas* to atone for a severe transgression and the son was using the *chatas* for a light transgression. However, perhaps he may discharge his obligation in a case where the father had designated a *korban chatas* to atone for a light transgression and the son was also using the *chatas* for a light transgression, or if the father had designated a *korban chatas* to atone for a severe transgression and the son was also using the *chatas* for a severe transgression. The Torah therefore writes: *His offering (b'korbano), his offering (twice)* to teach us that the son may not discharge his obligation with his father's *chatas (even in these cases)*.

The *braisa* continues: I might have thought that this would be so only if the father had designated an animal for his *korban chatas* to atone for a light transgression and the son was also using the *chatas* for a light transgression, or if the father had designated an animal to be used for his *korban chatas* to atone for a severe transgression and the son was also using the *chatas* for a severe transgression. The reason why the above is true is because we find that a son may not shave on the *nezirus* of his father (*upon completing his nezirus, he cannot bring the korbanos that his father had designated for his own nezirus; this proves that the korban chatas may not transfer from father to son*). However, perhaps he may discharge his obligation in a case where the father had designated money to be used to purchase his *korban chatas*, and even in a case where the father had designated the money to be used to purchase a *korban chatas* to atone for a light transgression and the son was using the money to be used to purchase a *chatas* for a severe transgression, or if the father had designated the money to be used to purchase a *korban chatas* to atone for a severe

transgression and the son was using the money to be used to purchase a *chatas* for a light transgression. This would be so because we find that a son may shave on the *nezirus* of his father's money when the money is unspecified, but not when they are specified (*proving that the money of a korban chatas may transfer from father to son*). The Torah therefore writes: *His offering (b'korbano) (a third time)* to teach us that the son may not discharge his obligation with his father's money (*even in these cases*).

The *braisa* continues: I might have thought that this would be so only if the father had designated money to be used to purchase his *korban chatas*, and even in a case where the father had designated the money to be used to purchase a *korban chatas* to atone for a light transgression and the son was also using the money to be used to purchase a *chatas* for a light transgression, or if the father had designated the money to be used to purchase a *korban chatas* to atone for a severe transgression and the son was also using the money to be used to purchase a *chatas* for a light transgression. However, perhaps he may discharge his obligation in a case where he himself had designated a *korban chatas*, and even in a case where he originally designated the *chatas* to atone for a light transgression and now he wishes to use it for a severe transgression, or if he originally designated the *chatas* to atone for a severe transgression and now he wishes to use it for a light transgression. The Torah therefore writes: *His offering for his sin* to teach us that he may not discharge his obligation unless the *chatas* was designated for that particular sin.

The *braisa* continues: I might have thought that this would be so only if he originally designated the *chatas* to atone for a light transgression and now he also wishes to use it for a light transgression, or if he originally designated the *chatas* to atone for a severe transgression and now he also wishes to use it for a severe transgression, or if he originally designated the *chatas* to atone for a light transgression and now he wishes to use it for a severe transgression, or if he originally designated the *chatas* to atone for a severe transgression and now he wishes to use it for a light transgression. The reason why the above is true is because we find that if one designated an animal to serve as atonement for unintentionally eating forbidden fats, but by mistake it was brought as a *korban* to serve as atonement for unintentionally eating blood, or if he designated an animal to serve as atonement for unintentionally eating blood, but by mistake it was brought as a



korban to serve as atonement for unintentionally eating forbidden fats, he has not committed *me'ilah* (*one who has unintentionally benefited from hekdesch or removed it from the ownership of the Beis Hamikdosh has committed the transgression of me'ilah, which normally would result in the object become chullin*) and therefore he does not receive atonement. (*Since he was not trying to use the animal for an unsacred use, there is no me'ilah and the animal remains with its original sanctity; it therefore cannot be used for a different transgression.*) However, perhaps he may discharge his obligation in a case where he designated money to be used to purchase the *chatas* to atone for a light transgression and now he also wishes to use it for a light transgression, or if he originally designated money to be used to purchase the *chatas* to atone for a severe transgression and now he also wishes to use it for a severe transgression, or if he originally designated the money to be used to purchase a *chatas* to atone for a severe transgression and now he wishes to use it for a light transgression, or if he originally designated the money to be used to purchase a *chatas* to atone for a light transgression and now he wishes to use it for a severe transgression. This would be so because we find that if one designated money to be used to purchase an animal to serve as atonement for unintentionally eating forbidden fats, but by mistake it was used to purchase a *korban* to serve as atonement for unintentionally eating blood, or if he designated money to be used to purchase an animal to serve as atonement for unintentionally eating blood, but by mistake it was used to purchase a *korban* to serve as atonement for unintentionally eating forbidden fats, he has committed *me'ilah* and therefore he receives atonement (*for the money became chullin and the animal that he purchased can be sanctified for the sake of a different transgression*). The Torah therefore writes: *His offering for his sin* to teach us that he may not discharge his obligation unless the money set aside to purchase the *chatas* was designated for that particular sin.

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."

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