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Megillah Daf 8

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Tzvi Gershon Ben Yoel (Harvey Felsen) o"h

May the studying of the Daf Notes be a zechus for his neshamah and may his soul find peace in Gan Eden and be bound up in the Bond of life

Benefit vs. eating

The Mishna says that the only difference between one who forswore benefit from someone to someone who forswore eating from him is walking on his property and borrowing utensils that aren't used for food preparation.

The Gemora infers that in both these cases, one would be prohibited from borrowing utensils used for food.

The Gemora asks: Why in the first case is it prohibited to walk through the person's property, as property owners generally don't mind this?

Rava says that this Mishna is in accordance with Rabbi Eliezer, who says that even benefit, that people in general do not mind giving, is still prohibited to someone who forswore benefit.

Sacrifice pledge vs. animal consecration

The Mishna says that the only difference between a *neder* - *general sacrifice pledge* to a *nedavah* - *animal designated as a sacrifice* is that one is not responsible to replace the pledged animal if something happens to it, but is responsible for ensuring he fulfills his pledge to bring a sacrifice.

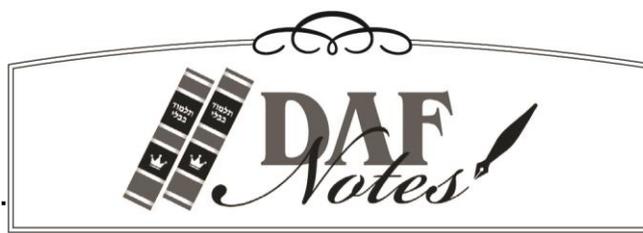
The Gemora infers from here that both cases have the same parameters for the prohibition of delaying the fulfillment of a pledge.

The Gemora cites a Mishna which compares *neder* and *nedavah*. A *neder* is when one obligates himself to offer a sacrifice, while a *nedavah* is when one pledges a specific animal as a sacrifice. The difference between them is that if a *neder* is lost or stolen, he is still responsible for offering a sacrifice, while if a *nedavah* is lost or stolen, he has no further obligation.

The Gemora cites a braisa with the source for this distinction. Rabbi Shimon says that we learn it from the verse about an *olah* which one offers that says *vnirtza lo l'chaper alav – and it will be accepted for him to atone on him*, teaching that only responsible for an obligation which is *alav – on him* is he accepted only *after* he offers it. Rabbi Yitzchak bar Avdimi explains that once someone accepts the obligation to offer a sacrifice, it is as if he took this obligation on him.

Zav of two times vs. three times

The Mishna says the only difference between a *zav* (one who experienced a bodily emission) who saw a flow twice to one who saw three times is the



sacrifice, which is only brought when he sees three times.

The Gemora infers that they are equivalent in making what they sit on severely impure and in needing 7 clean days to become pure.

The Gemora cites a braisa with the source for the Mishna's distinction. Rabbi Sima'i says that one verse mentions the zav's flow twice and then calls him impure, while the next one mentions the flow three times and then calls him impure. We therefore say that they are both impure, but the one with three flows must also offer a sacrifice to become pure.

The Gemora asks: why don't we say that two times causes impurity with no sacrifice, while three times obligates a sacrifice, without impurity?

The Gemora answers that one who saw three times already saw twice, and therefore is already impure.

The Gemora asks: why don't we say that two times obligates a sacrifice without impurity, while three also makes him impure?

The Gemora answers with a braisa that learns from the verse about the sacrifice which says that the kohen will atone for him *mizovo* – from his zav flow – that only some zavim bring a sacrifice, as the word *from* implies that only a subset *from* all zavim offer it.

The braisa asks why we don't say that only one who saw two offers the sacrifice, and answers that one who saw three also saw two, so he would already be obligated.

The Gemora concludes that we need Rabbi Sima'i's source and the verse *mizovo*, to make our final conclusion. If we only had Rabbi Sima'i, we may have thought that both offer a sacrifice, and impurity only occurs when one see three times. If we only had *mizovo*, we wouldn't know what number of flows would obligate a sacrifice or cause impurity.

The Gemora notes that if we learn something extra from the word *mizovo* in the verse about the sacrifice, we should also learn something from the same word used in the verse which refers to when the zav becomes pure *mizovo*.

The Gemora therefore cites a braisa which says that the word *yit'har* – *he will become pure* teaches that the flow must fully stop, while the word *mizovo* teaches that he can become pure from just his zav flow, even if he is still impure due to *tzara'as*.

The continuation of the verse, *v'safar lo* – *and he will [then] count* seven clean days teaches that even a zav who only saw twice (who is only *mizovo* – *part from a full 3 time zav*) must count 7 clean days.

The Gemora asks why we need this last verse, as we would know this from the fact that such a zav

makes his seat severely impure, and answers that this wouldn't be sufficient, as a woman who must count one clean day (due to blood flow between menstrual cycles) makes her seat severely impure, but need not count 7 clean days.

Rav Pappa asks: why is it that the first mizovo cited excluded a two flow zav from a sacrifice, while the second one cited included a two flow zav in the requirement of 7 clean days?

Abaye answers that if the verse wanted to exclude this zav from 7 clean days, it should have said nothing, as we would have assumed that 7 clean days are not necessary, as we see in the case of the woman who counts one clean day. If the verse wanted to teach that he need not become pure from tzara'as, the word zav in the verse about purity is sufficient to teach this. Therefore, the word must be including such a zav, teaching that any zav must wait 7 clean days.

Metzora: confined vs. declared

The Mishna says that the only difference between a metzora who is confined to one who is declared impure is the requirement that the latter must grow his hair long and tear his clothes. The only difference between a confined metzora or a declared metzora becoming impure is cutting hair and birds, which are necessary only for the latter.

The Gemora infers from the first part of the Mishna that both types of metzora are impure and are sent outside of the camp.

The Gemora cites a braisa that Rav Shmuel bar Yitzchak taught in front of Rav Huna which provides the source for the first distinction. The verse about a metzora purified from confinement says that the kohen will purify the metzora, *v'taher - and he is pure*, implying that he was always pure in some aspect, i.e., from growing hair and tearing clothes.

Rava challenges this source, as the same phrase *v'taher* is also used in the context of a zav, who is not pure in any way.

Rather, the present tense of both teaches that once he becomes pure, even if he later becomes impure again, he doesn't cause impurity retroactively.

Rather, Rava says that the verse which requires growing hair and tearing clothes refers to the metzora who has the plague *bo - in him*, i.e., a function of his body, and not a function of time.

Abaye challenges this from the similar verse which says that for the whole time that the plague is *bo - in him*, he is impure and must stay outside the camp, yet the Gemora inferred earlier that all types of metzora are included in this verse.

Rava answers that that verse includes the other type of metzora since it says *kol - all* the days.

The Gemora asks: how do we know the second distinction in the Mishna?

Abaye answers that the Torah - in the verse which introduces the full purity process of cutting hair



and birds says that the kohen will go out of the camp, and he will see that the tzara'as was healed from him, indicating that it only applies to one who becomes pure due to being healed, and not due to time passing.

Parchments vs. tefillin and mezuzos

The Mishna says that the only difference between parchments of tanach and tefillin and mezuzos is that parchments can be written in any language, while tefillin and mezuzos must be written in ashuri script. Rabban Shimon ben Gamliel says that even parchments can only be written in Greek.

The Gemora infers that parchments, tefillin and mezuzos all must be sewn with sinews and make one's hands impure when handled.

The Gemora challenges the Mishna's statement that parchments can be written in any language from a braisa which says that Hebrew tanach text written in Aramaic or vice versa or tanach text written in Ivri script does not make hands impure, as such impurity is only from a parchment written in Ashuri script with ink.

Rava answers that the Mishna is referring to writing in a foreign language, but with Ashuri script.

INSIGHTS TO THE DAF

No trespassing?

The Gemora asks why the Mishna says that one who forswore benefit from someone may not walk through his property, since people don't mind such walking, and the Gemora answers that the Mishna

is Rabbi Eliezer who prohibits even benefit that people don't mind giving.

Tosfos (8a drisas) cites a seemingly contradictory Gemora in Baba Basra (57b). There, the Gemora assumes that people do mind others walking through their field, with the exception of partners, who don't mind each other walking through their shared area.

Rabbenu Tam answers that the Gemora in Baba Basra is referring to a private courtyard, where people do mind trespassing, while our Mishna is referring to a valley, where people generally don't mind.

Rabbenu Tam explains that the Gemora assumes the Mishna in Megilla is referring to a valley, since the benefit of walking through someone's private courtyard is so significant that it would have monetary value which can be used for food purchases (like borrowing utensils in a place where people rent them), and therefore prohibited even if he forswore eating.

VOW OFFERING

➤ The Mishna had stated: There is no difference between vow offerings and freewill offerings except that regarding vow offerings he is liable for their security (*if the animal gets lost or stolen, he will be required to bring another one*), and regarding freewill offerings he is not liable for their security.

If one says, "Behold, an *olah* sacrifice is upon me (harei alay)," or "Behold, a *shelamim* is upon me," this is a vow; but if he says, "Behold, this animal is an *olah* or a *shelamim* (harei zu)," this is a freewill offering.

The Gemora cites the source teaching us this halacha. The verse says [Vayikra 1:4]: *And it shall be accepted for him, to atone for him.* Rabbi Shimon expounds this passuk to mean that if the vow is upon him, he is liable for the security, but if it is not upon him, he is not liable. Rabbi Yitzchak bar Avdimi explains: When he said "upon me," that is as if he said that he will be accepting responsibility on the sacrifice.

The Brisker Rav asks: Isn't this halacha (being liable for the security of the offering when he said "upon me") an obvious one? Why is it necessary to cite a passuk explaining this? One who made a vow obligating himself to offer a korban will not discharge his obligation until he actually offers the korban.

He explains: It is evident from here that one can fulfill his vow of offering a korban when he designates the animal or when he brings it to the Beis Hamikdosh. The passuk teaches us that although his vow was fulfilled, he is liable to bring another korban (if it got lost or stolen) because there is a commitment of security on the account of his vow.

This is proven from the Rambam in Hilchos Maaseh Hakorbanos (16:7), where he writes: One who says,

"Behold, an *olah* sacrifice is upon me," and he designates a bull and the bull got stolen, he is permitted to bring a sheep as a replacement and he has discharged his obligation coming from the vow.

The Brisker Rav asks: Why is this a novelty? In his vow, he never mentioned what type of animal he would be offering. Why can't he bring any animal? The answer is that there is a commitment of security on the sacrifice and perhaps he should be required to replace the initial animal with another of the same type; The Rambam teaches us that the security is on the korban and not on the animal.

The Chochmas Shlomo (C" M 66:40) holds that the obligation to bring another one is only if it was through a negligence, however if it was a complete accident, he will not be liable to bring another one. The question is asked: What should be the difference how the animal got lost? One who made a vow to offer a korban, should not discharge his obligation until he actually brings the korban. Tehila L'Yonah answers according to the Brisker Rav. He has fulfilled his vow by designating the korban; he has an obligation of security based on the passuk and the Chochmas Shlomo holds that this liability is only if there was negligence but not by an accident.