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Mishna

Pledges (*securities*) are exacted from those who owe money for *erech* vows (*and have not paid; the Temple treasurer may enter his home against his will and take a security for the debt*). Pledges are not taken from those who are obligated in *chatas* offerings or *asham* offerings. [*This is because these offerings provide atonement for a sin committed, and we assume that a person is eager to receive atonement.*] Pledges are taken from those who are obligated in *olah* offerings or *shelamim* offerings.

Although one gains no atonement unless he acts willingly (*and agrees to bring the offering*), as it is written: *of his will*; we do press him until he says, “I agree to bring it.” This is also the law concerning a woman’s bill of divorce (*a get*) that the husband (*in certain situations*) is pressed until he says, “I agree to give it.” (21a)

**Exacting Offerings
from those who are Obligated**

Rav Pappa said: It may happen that a pledge is exacted from those who owe *chatas* offerings, and that none is exacted from those who owe *olah* offerings.

The *Gemora* explains: A pledge is exacted of those who owe a *chatas* offering - that is in the case of a *nazir*. Since a master said: If a *nazir* (*upon conclusion of his term of nezirus*) shaves off his hair after bringing any one of the three *korbanos* brought by a *nazir*, he has fulfilled his vow (*although he is still*

obligated to bring the remaining korbanos), and it was taught that as soon as the blood from one of his *korbanos* has been sprinkled on the Altar, he is permitted to drink wine and become *tamei* from the dead; therefore he might be negligent about it (*the bringing of the chatas offering*) and not bring it, therefore, he is pressed to do so.

No pledge is exacted from those who owe *olah* offerings - this refers to the *olah* offerings due from a woman who has given birth (*for she cannot eat sacrificial food or enter the Temple until this korban is offered – she therefore will not be negligent about it*).

The *Gemora* assumes this to be the case (that her allowance to eat *kodashim* or to enter the Temple is contingent on the offering of the *olah*, and not the *chatas*) because the Torah cites it (*the olah*) first (*before the chatas*). However, this is rejected, for Rava said: The Torah accorded it precedence only with respect of its reading in the passage (*but not with regard to offering the korban first; and therefore, it is the chatas that purifies her and not the olah*).

Rather, it refers to the *olah* offering due from a *metzora*, for it was taught in a *braisa*: Rabbi Yochanan ben Berokah said: Just as his *chatas* offering and his *asham* offering are indispensable for his purification (*and he cannot partake of sacrificial food or enter the Temple until those sacrifices are offered*), so is his *olah* offering indispensable (*and therefore he does not need to be pressed to offer it, for he is eager to become tahor*).



The *Mishna* had stated: Although one gains no atonement unless he acts willingly (*and agrees to bring the offering*) etc.

The *Gemora* cites a *braisa*: It is written regarding a sacrifice: *He shall bring it*. This teaches us that we force him to fulfill his obligation. Perhaps, you might think that he brings the *korban* even against his will. The Torah writes: *Of his will*. This teaches us that we compel him to bring the sacrifice until he says that he is willing to bring it.

Shmuel said: An *olah* offering requires his awareness.

The *Gemora* explains the novelty of his ruling: He is referring to a case where his fellow designated an offering for him. You might have thought that we need his awareness only where the offering is being brought from his own flock, but not when it is being brought from his fellow's flock; therefore we are informed that his awareness is always necessary, for it may not please him to obtain atonement through something that is not his own.

The *Gemora* asks on Shmuel from a *braisa*: If someone said, "I accept upon myself to bring the *chatas* offering or *asham* offering due from So-and-so," then if it is with his awareness (*of the one who is obligated in the korban*), he has fulfilled his obligation, but without his awareness, he has not fulfilled it. If he said, "I accept upon myself to bring the *olah* offering or *shelamim* offering due from So-and-so," then he has fulfilled his obligation, whether it was done with his awareness or not.?

The *Gemora* answers: Shmuel will answer you that the *braisa* was taught with regard to the time of the atonement; he already agreed at the time the sacrifice was designated (*and the braisa is teaching that his awareness is not necessary at the time of the bringing of the offering*); whereas I am referring to the time of its designation (*where his awareness is necessary*).

The *Gemora* notes that this is in conflict with the view of Ulla, for Ulla said: They have made no distinction between *olah* offerings and *chatas* offerings except regarding the following: the *chatas* offering requires the awareness (*of the one who needs to bring it*) at the time of its designation, whereas the *olah* offering does not need his awareness at the time of designation. However, regarding the time of the atonement, the law is the same for both of them: If it is with his awareness, he has fulfilled his obligation, but if it is without his awareness, he has not fulfilled his obligation.

The *Gemora* asks on Ulla from a *braisa*: If someone said, "I accept upon myself to bring the *chatas* offering or *asham* offering due from So-and-so," then if it is with his awareness (*of the one who is obligated in the korban*), he has fulfilled his obligation, but without his awareness, he has not fulfilled it.?

The *Gemora* answers: Shmuel understands this *braisa* to be referring to the time of the designation, whereas Ulla understands it to be referring to the time of the atonement.

Rav Pappa said: The two *braisos* do not contradict one another, for one refers to the time of the atonement, and the other refers to the time of the designation. Nor do they pose a difficulty with the viewpoint of the *Amoraim*, for Shmuel interprets the first *braisa* to be referring to the time of the atonement, and the second *braisa* as dealing with the time of the designation; whereas Ulla interprets them in the opposite manner. The *Amoraim*, however, surely disagree.

The *Gemora* asks: But that is all obvious!?

The *Gemora* answers: You might have thought that when Shmuel said that he requires it (*awareness*) at the time of the designation, he meant 'also to the time of the designation' (*but awareness would certainly be necessary at the time of atonement*), although accordingly, the first *braisa* would be contradicting him (*for it states that an olah offering does not require his awareness – at some time*); therefore we are informed (*that this is not so*).



The *Mishna* had stated: his is also the law concerning a woman's bill of divorce (*a get*) that the husband (*in certain situations*) is pressed until he says, "I agree to give it."

Rav Sheishes said: If one utters a protest with regard to a *get* (*to the effect that he is not giving it out of his free will, but rather under duress, and he is notifying the people present to be his witnesses to this fact*), then his protest is valid.

The *Gemora* notes that the novelty of this ruling is regarding the following case: one was first coerced (*and then he served notice*) and then (*after being pressured*) agreed to give it. You might have thought that through his agreement, he has nullified his protest; therefore we are informed that his protest stands. (21a – 21b)

WE SHALL RETURN TO YOU, HA'OMER MISHKALI

INSIGHTS TO THE DAF

Can a person pay another's vow to charity?

By: Meoros HaDaf HaYomi

A person once vowed to donate a considerable sum to charity. When his father heard about it, he gave that amount of charity to the poor because he suspected that his son wouldn't live up to his word and would transgress the prohibition of not fulfilling a vow.

After a while the son had doubts lest his vow had not been fulfilled, as his father gave the sum and not he. The matter was brought before the author of '*Oneg Yom Tov* zt"l (Responsa, 87), who emphasizes that if the father gave possession of the money to his son before he gave it to charity, there's no doubt that the son fulfilled his vow as **his**

money was given to charity. The question is what if the father did not give possession of the money to his son before he gave it to charity? Did the son fulfil his vow?

If we examine our Gemara, says the author of '*Oneg Yom Tov*, it turns out that apparently the son fulfilled his vow. Our Gemara says that if a person said "That person's '*olah* and '*shelamim* shall be upon me", whether he knows about it or not, he has fulfilled his obligation. In other words, a person can bring an '*olah* or '*shelamim* to the Temple in another's stead whether the other knows about it and agrees or whether he knows nothing about it. We thus see that a person can exempt another and, in the same way, this father exempted his son when he donated money for charity because of the vow.

However, the '*Oneg Yom Tov* suggests a possibility that the vow still applies to the son! He explains his *chidush* in a long responsum with a distinction between different types of financial obligations.

Paying another's debt: He says that there's no doubt that if Reuven paid Shimon's debt, he utterly removed it. The reason is that Shimon's debt is defined in that he owes a certain amount to his creditor and as soon as the latter received what he deserves, Shimon's debt is dissolved for if the creditor got his money, no one owes him a thing. The case is different concerning someone who vows money to charity. The essence of his vow is that **he** should give money to charity. When the father gave money to charity, this doesn't exempt the son from his vow as although the poor got charity, his vow was that he, the son, should give them charity and this part of the vow was not fulfilled.

The distinction is acceptable but we mustn't forget that it is apparently contradicted from our Gemara that one person can offer an '*olah* or '*shelamim* instead of another. The '*Oneg Yom Tov* does not ignore this and tries to innovate a tremendous *chidush* in defining the obligation of a person who must bring a sacrifice. Just as we have distinguished

between one who owes money to another and a person who undertook to give money to charity, so we must distinguish between one who undertook to bring a sacrifice and sacrifices commanded by the Torah. Sacrifices that a person donated can only be offered by him and not by another. However, our Gemara refers (like *chatas* and *asham*) to *olah* or *shelamim* sacrifices that the Torah commanded to bring and are like a sort of obligation to the altar – that he must be atoned by a sacrifice. Another who pays this obligation and brings a sacrifice for his atonement exempts him.

He finds interesting support for his opinion that the son did not fulfill his vow in the following halachah: The Remo rules (C.M. 212:7) that if a person vowed money to charity but passed away before he could pay it, his heirs do not have to pay it “as he is not here, that he could observe his vow”. We thus see that giving money to the poor, if not performed by the vower, does not constitute a fulfillment of the vow. As for the halachah, the *‘Oneg Yom Tov* did not decide.

[We should mention that apparently our *sugya* contains decisive proof that one **can** pay another’s vow as we have learnt (20a) that “if a person said ‘my *erech* shall be upon me’ and passed away, the heirs must give it.” We see that a vow also features a lien (*shi’bud*) of property like a debt, which another person can pay off. The *‘Oneg Yom Tov* relates to this proof and asserts that we should distinguish between a vower who uses the term “I shall give”, which is only an obligation on himself, and a vower who uses the term “It is upon me”, where the obligation includes himself **and** his property. See further in Tosfos, Bava Kama 36b and *Ketzos HaChoshen*, 290, S.K. 3, and *Sefer HaMaftaiach* on Bava Kama, *ibid*].

Our *Gemora* explains that a *chatas* should be sacrificed before an „*olah* but that the Torah put the verses of the „*olah* before those of the *chatas* because “for its reading, the Torah gave precedence to it”. Rashi (s.v. *Lemikraah*) comments: “that it should be read in the subject (of offerings) first” and Tosfos wonder (s.v. *Lemikraah*): “What kind of *chidush* is this?” HaGaon Rav Eliyahu Dessler zt”l writes that we can explain Rashi thus: In the order of sacrifices – i.e., in the practical phases of serving Hashem, the *chatas* – the rectification of sins – precedes the „*olah* – achieving high levels. But “for its reading” – i.e., to know and perceive high levels – “the Torah gave precedence to it” as even before the sinner finishes rectifying his sins, he should be familiar with all the levels. One cannot serve Hashem from a narrow viewpoint but one must be aware of all the stages of serving Hashem and the high levels that one must strive to achieve (*Michtav MeEliyahu*, III 174).

DAILY MASHAL

The Order of Serving Hashem