JUDAISM

The Talmud

Arakhin

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Chapter 1

[1] MISHNA: Everyone takes vows of valuation and is thereby obligated to donate to the Temple treasury the value fixed by the Torah (see Leviticus 27:3–7) for the age and sex of the person valuated. And similarly, everyone is valuated, and therefore one who vowed to donate his fixed value is obligated to pay. Likewise, everyone vows to donate to the Temple treasury the assessment of a person, based on his market value to be sold as a slave, and is thereby obligated to pay; and everyone is the object of a vow if others vowed to donate his assessment. This includes priests, Levites and Israelites, women, and Canaanite slaves.

[2] A tumtum, whose sexual organs are concealed, and a hermaphrodite [androginos], vow, and are the object of a vow, and take vows of valuation, but they are not valuated. Consequently, if one says, with regard to a tumtum: The valuation of so-and-so is incumbent upon me to donate to the Temple treasury, he is not obligated to pay anything, as only a definite male or a definite female are valuated.

[3] A deaf-mute, an imbecile, and a minor are the object of a vow and are valuated, but neither vow to donate the assessment of a person nor take a vow of valuation, because they lack the presumed mental competence to make a commitment.

[4] GEMARA: The Gemara asks: What is added by the mishna’s statement: Everyone [hakol] takes vows of valuation? When a principle is stated in a mishna, it serves to include a particular case that it does not mention explicitly in its halakha. Which case is included by the broad statement here? The Gemara answers: The mishna teaches it to add a discriminating minor on the brink of adulthood [mufla samukh le’ish], i.e., during the year before a minor reaches majority.

[5] The Gemara similarly asks: What is added by the statement: And everyone is valuated? The Gemara answers: The mishna serves to add a repulsive man and one afflicted with boils, who have no market value.

[6] The Gemara explains why this addition is necessary: It might enter your mind to say that as it is written in the verse: “A vow of persons to the Lord, according to your valuation” (Leviticus 27:2), which juxtaposes one who is valuated to one who is the object of a vow, anyone who is included in the category of assessments, i.e., if he vows to pay his assessment he must pay it to the Temple, is also included in the category of valuations. But anyone who is not included in the category of assessments is not included in the category of valuations. Since these people, a repulsive man and one afflicted with boils, are not subject to assessment, as they have no market value, perhaps they are also not subject to valuation.

[7] Therefore, the mishna teaches us that these too are subject to valuation, as the same verse also states: “Persons [nefashot],” indicating anyone who has any amount of life [nefesh] is subject to valuation.

[8] The Gemara further asks: What is added by the mishna’s statement: Everyone vows to donate the assessment of a person? The Gemara answers: Actually, this statement is not necessary, but it is mentioned because the continuation: And everyone is the object of a vow, was necessary.

[9] The Gemara inquires: What, then, is added by the clause: And everyone is the object of a vow? If one were to suggest that this serves to add a tumtum and a hermaphrodite, that cannot be correct, as they are explicitly taught in the mishna itself. And if one were to suggest that it serves to add a deaf-mute, an imbecile, and a minor, they too are explicitly taught in the mishna.

[10] And if you say that this clause serves to add the halakha that a child who is less than a month old, who is not subject to valuation, is nevertheless subject to assessment, this too is explicitly taught in a mishna (5a). And if one were to say that it serves to add a gentile, that is also explicitly taught in a mishna (5b). The Gemara answers: Actually, the phrase: And everyone is the object of a vow, is mentioned in the mishna in order to add a child who is less than a month old, and the mishna teaches this halakha in general terms and then explains it in detail later.

[11] § The Gemara inquires about similar general expressions that appear in other mishnayot. What is added by the mishna (Menaḥot 93a): Everyone who brings an offering places hands on the head of the animal? The Gemara answers: This clause serves to add that an heir places hands on the offering of the deceased, and the mishna is not in accordance with the opinion of Rabbi Yehuda that an heir does not place his hands on an offering he inherited.

[12] The Gemara asks: What is added by the ruling of the mishna (Temura 2a): Everyone substitutes a non-sacred animal for a consecrated animal? The Gemara answers: Here too, the mishna serves to add that an heir substitutes a non-sacred animal for his father’s consecrated animal, i.e., the non-sacred animal also becomes sanctified. And this mishna is also not in accordance with the opinion of Rabbi Yehuda, as he maintains that an heir cannot substitute a non-sacred animal for the consecrated animal he inherited.

[13] The Gemara cites the source for these two opinions of Rabbi Yehuda. As it is taught in a baraita: An heir places hands on his father’s offering, and an heir can effect substitution for an offering inherited from his father. Rabbi Yehuda says: An heir does not place hands and an heir cannot effect substitution.

[14] The Gemara asks: What is the reasoning of Rabbi Yehuda? With regard to placing of hands, he expounds the term: “His offering” (Leviticus 3:2), as teaching that one places his hands only on his own offering, but not on his father’s offering. And with regard to the ruling that an heir cannot effect substitution, Rabbi Yehuda derives the halakha of the initial stage of consecration, i.e., substitution, in which a previously non-sacred animal is consecrated, from the final stage of consecration, the act of placing hands, which is performed upon an already-consecrated animal immediately before it is slaughtered: Just as with regard to the final stage of consecration, an heir does not place hands, so too, with regard to the initial stage of consecration, an heir cannot effect substitution.

[15] And from where do the Rabbis derive their opinion? The verse states: “If he shall substitute [hamer yamir] animal for animal” (Leviticus 27:10), with the doubled form of hamer yamir serving to include the heir as one capable of effecting substitution. And the Rabbis derive the final stage of consecration, i.e., the placing of hands, from the initial stage of consecration, i.e., substitution: Just as with regard to the initial stage of consecration an heir can effect substitution, so too, with regard to the final stage of consecration, an heir can place hands.

[16] The Gemara asks: And as for the Rabbis, what do they do with this term: “His offering,” from which Rabbi Yehuda derives that an heir does not place his hands? The Gemara explains how the Rabbis expound each mention of the term, which appears three times (Leviticus 3:2, 7, 12). One instance of “his offering” teaches that one places hands only on one’s own offering, but not on the offering of a gentile. Another instance of “his offering” teaches that one places hands only on one’s own offering, but not on the offering of another person. The third instance of “his offering” serves to include all the owners of a jointly owned offering in the requirement of placing hands, i.e., they are all required to place their hands on the offering.

[17] The Gemara clarifies: And how does Rabbi Yehuda respond to this claim? The Gemara explains that Rabbi Yehuda does not hold that one of the mentions serves to include all owners of a jointly owned offering in the requirement of placing hands. Rather, one of the owners places his hands on the offering on behalf of the entire group. Consequently, he is left with one spare mention of “his offering,” from which he derives that an heir does not place his hands. The Gemara adds: Alternatively, one can say that Rabbi Yehuda holds that one of the mentions serves to include owners of a jointly owned offering,

[18] but he maintains that the exclusion of a gentile and the exclusion of the offering of another person from the requirement of placing hands are derived from the same one mention of “his offering” in the verse. This leaves two mentions of “his offering” for Rabbi Yehuda. One he expounds to teach that he places hands on “his offering,” but not on his father’s offering that he inherited, and the other mention remains to include all the owners of a jointly owned offering in the requirement of placing hands.

[19] The Gemara asks: And as for Rabbi Yehuda, what does he do with the use of the doubled form in this verse: “If he shall substitute [hamer yamir]”? The Gemara answers: He requires it to include a woman among those who can effect substitution. As it is taught in a baraita: Since the entire matter of substitution is stated in the Torah only in the masculine form, what is the reason that we ultimately come to include a woman? The verse states: “And if he shall substitute [hamer yamir],” using a doubled form.

[20] The Gemara asks: And as for the Rabbis, from where do they learn that a woman can perform substitution? The Gemara answers: They derive it from the extra “and” in the phrase: “And if he shall substitute” (Leviticus 27:10). But Rabbi Yehuda does not expound the extra “and” in the term “and if” at all.

[21] § The Gemara asks: What is added by the statement of the following baraita: Everyone is obligated in the mitzva of sukka? The Gemara answers: This serves to add a minor who does not need his mother when he awakes in the middle of the night. As we learned in a mishna (Sukka 28a): A minor who does not need his mother is obligated in the mitzva of sukka.

[22] The Gemara further asks: What is added by the ruling of the following baraita: Everyone is obligated in the mitzva of lulav? The Gemara answers: This clause serves to add a minor who knows how to wave the lulav. As we learned in a mishna (Sukka 42a): A minor who knows how to wave the lulav is obligated in the mitzva of lulav.

[23] The Gemara continues to ask similar questions: What is added by the statement of a baraita: Everyone is obligated in the mitzva of ritual fringes? The Gemara explains that this serves to add a

minor who knows how to wrap himself in a garment. As it is taught in a baraita: A minor who knows how to wrap himself in a garment is obligated in the mitzva of ritual fringes.

[24] The Gemara asks: What is added by the ruling of a baraita: Everyone is obligated in the mitzva of phylacteries? The Gemara answers that it serves to add a minor who knows how to preserve the sanctity of phylacteries by maintaining a state of bodily cleanliness. As it is taught in a baraita: With regard to a minor who knows how to preserve the sanctity of phylacteries in a state of cleanliness, his father purchases phylacteries for him.

[25] § The Gemara further inquires: What is added by the statement of the mishna (Ḥagiga 2a): Everyone is obligated in the mitzva of appearance, i.e., the obligation to appear in the Temple and to sacrifice an offering on the three pilgrimage Festivals. The Gemara answers: The mishna serves to add one who is a half-slave half-freeman, e.g., a Canaanite slave who was owned jointly, and only one of his owners freed him.

[26] The Gemara explains: And according to the opinion of Ravina, who said: One who is half-slave half-freeman is exempt from the mitzva of appearance in the Temple, that clause serves to add one who was lame on the first day of the Festival and was unable to travel, and was therefore exempt at the time, but who was healed on the second day of the Festival. This man is obligated to appear in the Temple before the end of the Festival.

[27] The Gemara asks: This works out well according to the one who says that all seven days of a Festival rectify one another, i.e., the obligation to appear applies equally to all days of the Festival, not just the first. Consequently, one who was exempt on the first day is nevertheless obligated on the second day. But according to the one who says that the main obligation is on the first day and that all the remaining days merely rectify the first day, a person who was lame on the first day of the Festival remains exempt throughout the rest of the Festival. If so, what does the statement of the mishna in Ḥagiga 2a serve to add?

[28] The Gemara answers: It serves to add one who is blind in one of his eyes, and teaches that he is obligated to appear in the Temple, whereas one who is entirely blind is exempt. The Gemara notes: And this ruling is not in accordance with the opinion of this tanna, Rabbi Yehuda.

[29] As it is taught in a baraita that Yoḥanan ben Dahavai says in the name of Rabbi Yehuda: One who is blind in one of his eyes is exempt from the mitzva of appearance, as it is stated: “Three times in the year all your males shall appear [yera’eh] before the Lord God” (Exodus 23:17). According to the way in which the verse is written, without vocalization, it can be read as yireh, meaning: Shall see, instead of yera’eh, meaning: Shall appear. This teaches that in the same manner that one comes to see, so he comes to appear, i.e., to be seen: Just as the usual way to see is with both of one’s eyes, so too, the obligation to appear applies only to one who comes with the sight of both his eyes. This is one possible explanation for what is added by the general statement of the mishna in Ḥagiga 2a, according to Ravina.

[30] And if you wish, say instead: Actually, that statement serves to include one who is half-slave and half-freeman. And with regard to what was difficult for you according to the opinion of Ravina, that he exempts such a person from the obligation of appearance, it is not difficult: Here the ruling is in accordance with the initial version of the mishna, whereas there it is in accordance with the ultimate version of the mishna.

[31] As we learned in a mishna (Pesaḥim 88a): One who is half-slave and half-freeman serves his master one day, as he is half a slave, and works for himself one day, since he is half free. This is the statement of Beit Hillel.

[32] Beit Shammai said to them: You have thereby remedied the situation of his master, who fully derives benefit from all his rights to the slave, but you have not remedied his own situation. How so? He cannot marry a maidservant, as half of him is free, and a free Jew may not marry a Canaanite maidservant. He is also unable to marry a free woman, as half of him is still a slave, and a Jewish woman may not marry a Canaanite slave. And if you say he should be idle, i.e., refrain from marrying, but isn't it true that the world was created only for procreation, as it is stated: "For so said the Lord that created the heavens…Who formed the earth and made it, He established it. He did not create it to be a waste; He formed it to be inhabited" (Isaiah 45:18)?

[33] Rather, for the betterment of the world, i.e., so that the slave will be able to engage in procreation, the court forces his master to make him a freeman by emancipating the half that he owns. And the slave writes a bill to his master accepting responsibility to pay half his value to him over time, as currently he has no property with which to redeem himself. And Beit Hillel ultimately retracted their opinion, to rule in accordance with the statement of Beit Shammai that a half-slave must be emancipated. The ruling of the mishna that a half-slave must appear in the Temple is in accordance with this opinion, which holds that the master must free him. Ravina's statement that he is not obligated to appear in the Temple is in accordance with the initial mishna, according to which Beit Hillel held that the master is not forced to free the half-slave.

[34] § The Gemara asks: What is added by the statement of the baraita: Everyone is obligated to sound the shofar? The Gemara answers: This serves to add a minor who reached the age of training in mitzvot. As we learned in a mishna (Rosh HaShana 32b): One need not prevent minors from sounding the shofar on the festival of Rosh HaShana, despite the fact that they are not obligated in mitzvot.

[35] The Gemara asks: With regard to the ruling of the baraita: Everyone is obligated in the mitzva of reading the Megilla, the Scroll of Esther, and the statement of the mishna (Megilla 19b): Everyone is fit to read the Megilla, these serve to add

[36] what? The Gemara answers: They serve to add women, and this is in accordance with the opinion of Rabbi Yehoshua ben Levi. As Rabbi Yehoshua ben Levi says: Women are obligated in the mitzva of reading the Megilla, as they too were participants in that miracle.

[37] The Gemara asks: What is added by the ruling of the baraita: Everyone is obligated to form a zimmun and recite Grace after Meals as a group? The Gemara answers: The baraita serves to add women and slaves. As it is taught in a baraita: Women form a zimmun for themselves and slaves form a zimmun for themselves.

[38] The Gemara further inquires: What is added by the baraita: Everyone is included in a zimmun? This serves to add a minor who knows to Whom one recites a blessing. As Rav Naḥman says: A minor who knows to Whom one recites a blessing is included in a zimmun.

[39] § The Gemara asks: What is added by the clause in the mishna (Zavim 2:1): Everyone becomes impure by means of a gonorrhea-like discharge [ziva]? This serves to add that even a day-old baby who has such a discharge becomes impure. As it is taught in a baraita: It would have been sufficient

for the verse to state: A man. Why does the verse state: “When any man has an issue out of his flesh, his issue is impure” (Leviticus 15:2)? This serves to include a day-old baby who has such a discharge, to teach that even he becomes impure as one who experiences ziva. This is the statement of Rabbi Yehuda.

40 Rabbi Yishmael, son of Rabbi Yoḥanan ben Beroka, says that this amplification is not necessary, as the verse states: “And of them that have an issue, whether it be a male or a female” (Leviticus 15:33). “A male” includes anyone who is male, whether a small child or an adult; “a female” includes anyone who is female, whether a small child or an adult. If so, why does the verse state: “Any man”? The Torah spoke in the language of men, i.e., this is a normal way to phrase the sentence, and therefore one should not derive a halakha from the extra word.

41 The Gemara asks: What is added by the baraita: Everyone becomes impure with impurity imparted by a corpse? The baraita teaches it to add a minor. The Gemara elaborates: It might enter your mind to say that since the verse states: “But the man that shall be impure and shall not purify himself” (Numbers 19:20), one should derive from here that a man, i.e., an adult, yes, he becomes impure, but a minor does not. Therefore, the verse teaches us in the context of purification with purification water from impurity imparted by a corpse: “And sprinkle it upon the tent, and upon all the vessels, and upon the persons that were there” (Numbers 19:18). This indicates that all persons who were there became impure, regardless of age.

42 The Gemara asks: But if so, what does the term “the man” serve to exclude? The Gemara answers: It serves to exclude a minor from excision from the World-to-Come [karet], which is mentioned in that verse: “That soul shall be cut off from the midst of the assembly, because he has defiled the Sanctuary of the Lord” (Numbers 19:20). In other words, the term “the man” serves to teach that if a minor becomes impure and then enters the Temple, he is not liable to receive karet.

43 The Gemara further asks: What is added by the ruling of the mishna (Nega’im 3:1): Everyone becomes impure by means of leprous marks? The Gemara answers: This serves to add a minor. As it might enter your mind to say that since it is written in the verse: “He is a leprous man, he is impure” (Leviticus 13:44), this is teaching that a man, i.e., an adult, yes, he does become impure, but a minor does not. Therefore, the tanna teaches us that a minor becomes impure by means of leprous marks.

44 The Gemara asks: But why not say that the halakha is indeed so, that a minor does not become impure by means of leprous marks? The Gemara answers that the verse states: “When a person shall have in the skin of his flesh” (Leviticus 13:2), to include all people, in any case, irrespective of age.

45 The Gemara asks: But in that case, why do I need the term: “He is a leprous man” (Leviticus 13:44)? The Gemara answers: It comes for that which is taught in a baraita: From the phrase “he is a leprous man” I have derived only a leprous man. From where is it derived that leprous marks also render a woman impure? When the subsequent verse states: “And the leper in whom the affliction is” (Leviticus 13:45), there are two individuals indicated here, male and female, as this verse did not need to restate: “And the leper,” since the subject of this clause was clear from the previous verse.

46 If so, what is the meaning when the verse states: “A leprous man”? This is referring to the matter of the leper rending his clothes and letting his hair grow wild, which is stated in the verse below: “His clothes shall be rent, and the hair of his head shall go loose” (Leviticus 13:45). The verse therefore teaches that a man who is a leper lets his hair grow and rends his garments, but a woman who is a leper does not let her hair grow and does not rend her garments.

[47] The Gemara asks: What is added by the ruling of the baraita: Everyone may inspect leprous marks in order to declare them pure or impure, and the clause of another baraita: Everyone is fit to inspect leprous marks in order to declare them pure or impure. The Gemara answers: These statements serve to add a priest who is not expert in distinguishing between them, the different types of leprous marks, and in identifying their names.

[48] The Gemara asks: But didn't the Master say that any priest who is not expert in distinguishing between them and in identifying their names is not authorized to inspect the leprous marks and make a decision with regard to them? Ravina said: This is not difficult. This statement, that the priest is fit, is referring to a situation where if they explain to him he understands; whereas that statement, that he is not fit, is referring to a case where even if they explain to him he still does not understand.

[49] § The Gemara asks: What is added by the statement of the mishna (Para 5:4): Everyone is fit to sanctify the ashes of the red heifer, i.e., to pour the water over them? The Gemara answers that according to Rabbi Yehuda the statement serves to add a minor, and according to the Rabbis, who disqualify a minor, it serves to add a woman. As we learned in a mishna (Para 5:4): Everyone is fit to sanctify the ashes of the red heifer except for a deaf-mute, an imbecile, and a minor. Rabbi Yehuda deems a minor fit, but deems a woman and a hermaphrodite, who has both male and female characteristics, unfit.

[50] The Gemara asks: What is added by the statement of the mishna (Para 12:10): Everyone is qualified to sprinkle the purification waters on one who is ritually impure with impurity imparted by a corpse? The Gemara answers that this serves to add one who is uncircumcised. And this is in accordance with the opinion of Rabbi Elazar, as Rabbi Elazar says: If one who is uncircumcised sprinkled the purification water, his sprinkling is valid.

[51] The Gemara asks: What is added by the ruling of the mishna (Ḥullin 2a, 15b): Everyone slaughters? The Gemara explains that the mishna teaches this once to add a Samaritan who slaughters, i.e., his slaughter is valid. And the one other mention of this serves to add a Jew who is an apostate [meshummad].

[52] The Gemara further asks: What is added by the statement of the mishna (Ketubot 110b): Everyone can force others to ascend to Eretz Yisrael, i.e., one can compel his family and household to immigrate to Eretz Yisrael?

[53] The Gemara answers: The mishna teaches this clause to add slaves. If a slave wishes to ascend to Eretz Yisrael, he can force his master to either ascend with him, or to sell him to someone who will ascend, or to free him. The Gemara asks: And according to the one who teaches slaves explicitly in the mishna, what does this phrase serve to add? The Gemara answers that it serves to add the case of one who wishes to compel his family to move from a pleasant residence outside of Eretz Yisrael to a noxious residence in Eretz Yisrael.

[54] The Gemara adds that when that same mishna teaches, in its continuation: But all may not remove others from Eretz Yisrael, this serves to add the case of a slave who fled from outside of Eretz Yisrael to Eretz Yisrael. The master may not bring him back to outside of Eretz Yisrael.

[55] The Gemara discusses another statement of that same mishna: All can force their family to ascend to Jerusalem. This serves to add the halakha that one may compel his family to move from a pleasant residence outside of Jerusalem to a noxious residence in Jerusalem. The Gemara asks: What is added

by the next clause of that mishna: And none can remove them from Jerusalem? The Gemara explains that this serves to add that one cannot compel his family to leave Jerusalem, even from a noxious residence in Jerusalem to a pleasant residence elsewhere in Eretz Yisrael.

[56] § The Gemara discusses several other cases where a mishna or baraita states that everyone is obligated in a particular mitzva. A baraita teaches: Everyone is obligated in the mitzva of sukka, including priests, Levites, and Israelites. The Gemara asks: Isn't that obvious? If these people are not obligated to perform the mitzva, then who is obligated to perform it?

[57] The Gemara answers: It was necessary for the halakha to mention that priests are obligated to fulfill this mitzva, as it might enter your mind to say that since it is written: "In sukkot shall you reside seven days" (Leviticus 23:42), one can argue as follows: The Master said that this teaches: Reside seven days as you dwell in your permanent home: Just as in the case of dwelling, a man and his wife typically reside together, so too, the mitzva of sukka must be performed by a man and his wife residing together. And with regard to these priests, since they are occupied with the Temple service during the Festival and are not free to dwell in the sukka together with their wives, perhaps they should not be obligated in the mitzva of sukka.

[58] Therefore, the baraita teaches us that this is not so, as although priests are exempt at the time of the Temple service, when it is not the time of Temple service they are obligated, just as is the halakha with regard to travelers. As the Master said in a baraita: Travelers who are on the move during the day are exempt from the mitzva of sukka during the day but are obligated at night, as they are not traveling at that time.

[59] § The Gemara cites a similar baraita: Everyone is obligated in the mitzva of ritual fringes, including priests, Levites, and Israelites. The Gemara asks again: Isn't that obvious?

[60] The Gemara answers: It was necessary for the baraita to mention that priests are obligated to fulfill this mitzva, as it may enter your mind to say as follows: Since it is written: "You shall not wear diverse kinds, wool and linen together. You shall prepare yourself twisted cords upon the four corners of your covering" (Deuteronomy 22:11–12), it is only one who is not permitted to wear diverse kinds who is obligated in the mitzva of ritual fringes. But with regard to these priests, since diverse kinds are permitted for them when they perform the Temple service, as the belt of the priestly vestments contains diverse kinds, they should not be obligated in the mitzva of ritual fringes.

[61] Therefore, the baraita teaches us that although priests are permitted to wear diverse kinds at the time when they perform the Temple service, when it is not the time of the Temple service they are not permitted to wear diverse kinds. Consequently, they are obligated in ritual fringes, as they do not have an absolute dispensation from the prohibition of diverse kinds.

[62] § The Gemara cites another baraita: Everyone is obligated in the mitzva of phylacteries, including priests, Levites, and Israelites. The Gemara again asks: Isn't that obvious? The Gemara answers that it was necessary to say that priests are obligated to fulfill this mitzva, as it might enter your mind to say that since it is written: "And you shall bind them for a sign upon your hand, and they shall be for frontlets between your eyes" (Deuteronomy 6:8), perhaps this juxtaposition teaches that anyone included in the mitzva of the phylacteries of the arm is also included in the mitzva of the phylacteries of the head.

[63] And in the case of these priests, since they are not included in the mitzva of the phylacteries of the arm, as it is written with regard to the priestly vestments: “He shall put upon his flesh” (Leviticus 6:3), which teaches that nothing may interpose between the priestly vestments and his flesh, and therefore he may not wear the phylacteries of the arm, which would interpose, perhaps one would say that priests should also not be obligated in the mitzva of the phylacteries of the head.

[64] Therefore, the baraita teaches us that the absence of one of the two types of phylacteries do not prevent fulfillment of the mitzva with the other. As we learned in a mishna (Menaḥot 38a): Absence of the phylacteries of the arm does not prevent fulfillment of the mitzva of the phylacteries of the head, and likewise the absence of the phylacteries of the head does not prevent fulfillment of the mitzva of the phylacteries of the arm. If one has only one type, he dons it without the other. Consequently, the priests are obligated in the mitzva of phylacteries of the head during the time of their Temple service.

[65] The Gemara asks: And what is different about the phylacteries of the arm? You claim that priests are exempt from this obligation, as it is written with regard to the priestly vestments: “He shall put upon his flesh.” If so, they should also be exempt from donning the phylacteries of the head, as it is written with regard to the High Priest: “And you shall set the mitre upon his head” (Exodus 29:6). Since the phylacteries of the head would interpose between his head and the mitre, he should be exempt from the mitzva of the phylacteries of the head.

[66] The Gemara answers by citing a halakha that the Sages taught: The hair of the High Priest was visible between the frontplate and the mitre. The frontplate was set on the forehead, below the hairline, while the mitre was set above it. In that space there the High Priest would don his phylacteries. Consequently, the phylacteries did not interpose between the mitre and the High Priest’s head.

[67] § The Gemara cites yet another baraita: Everyone is obligated to sound the shofar, including priests, Levites, and Israelites. The Gemara once again asks: Isn’t that obvious? The Gemara answers: It was necessary for the halakha to mention that priests are obligated to fulfill this mitzva, as it might enter your mind to say as follows: Since it is written: “And in the seventh month, on the first day of the month…it shall be a day of sounding for you” (Numbers 29:1), you might have said that one who is obligated to sound on only one day is obligated to sound the shofar on Rosh HaShana.

[68] But with regard to these priests it is different, since they are obligated to sound all year long, as they sound trumpets when they sacrifice the offerings in the Temple on other Festivals, as it is written: “And you shall sound the trumpets over your burnt offerings, and over the sacrifices of your peace offerings” (Numbers 10:10), you might therefore say that they should not be obligated to sound the shofar on Rosh HaShana. Therefore, the baraita teaches that even priests are obligated to fulfill this mitzva. The Gemara questions this comparison: Are these cases comparable? There, on the other special occasions throughout the year, the priests sound trumpets, whereas here, on Rosh HaShana, the issue is blowing the shofar.

[69] Rather, it was necessary to say that priests are obligated to fulfill this mitzva for a different reason. It might enter your mind to say as follows: Since we learned in a mishna (Rosh HaShana 26b): Yom Kippur of the Jubilee Year is the same as Rosh HaShana, with respect to both the shofar blasts and to the three additional blessings that are recited in the Amida prayer, I might have said that one who is

fully included in the mitzva of the Jubilee Year is also included in the mitzva of Rosh HaShana, and that one who is not included in the mitzva of the Jubilee Year is likewise not included in the mitzva of Rosh HaShana. But with regard to these priests, since they are not fully included in the mitzva of the Jubilee Year, as we learned in a mishna (see 26b): Priests and Levites may sell their fields at any time, even in the Jubilee Year,

[70] and they may also redeem lands that they sold at any time, i.e., even right after selling the field, and are not bound by the halakhot of the Jubilee Year, one might say that they should also not be obligated to fulfill the mitzva of blowing the shofar on Rosh HaShana. Therefore, the baraita teaches us that this is not the case. This is due to the fact that although priests are not included in the release of land, in any event they are included in the release of money and in the release of slaves in the Jubilee Year. Therefore, the priests are obligated in the sounding of the shofar on Rosh HaShana.

[71] § The Gemara cites another similar baraita: Everyone is obligated in the reading of the Megilla including priests, Levites, and Israelites. The Gemara asks as before: Isn't that obvious? The Gemara answers: No, it is necessary to teach that they cancel their service in the Temple and come to hear the reading of the Megilla, and this is in accordance with that which Rav Yehuda says that Shmuel says. As Rav Yehuda says that Shmuel says: The priests at their Temple service, and the Levites on their platform in the Temple where they sang the daily psalm, and the Israelites at their non-priestly watches for the offerings of the community, all cancel their service and come to hear the reading of the Megilla.

[72] The Gemara cites yet another similar baraita: Everyone is obligated to form a zimmun and recite Grace after Meals, including priests, Levites, and Israelites. The Gemara asks: Isn't that obvious? The Gemara answers: No, it is necessary to teach this halakha in a case where the priests partake of sacrificial meat. It might enter your mind to say that since the Merciful One states in the Torah: "And they shall eat those things with which atonement was made" (Exodus 29:33), indicating that the owners of those offerings thereby achieve atonement, and therefore this consumption is an obligatory ritual act to bring about atonement, consequently, it is not considered a social meal requiring one to form a zimmun.

[73] Therefore, the baraita teaches us that since the Merciful One states in the Torah: "And you shall eat, and be satisfied, and bless the Lord your God" (Deuteronomy 8:10), the obligation to recite Grace after Meals is contingent upon eating and being satisfied. Since there is eating and satisfaction in the case of priests partaking of the sacrificial meat, they are obligated to form a zimmun, despite the fact that the purpose of the meal is to bring about atonement.

[74] The Gemara cites another baraita: Everyone joins a zimmun: Priests, Levites, and Israelites. The Gemara asks again: Isn't that obvious? The Gemara answers: No, it is necessary to teach this halakha in a case where the priests are partaking of teruma, the portion of produce designated for priests, or sacrificial meat, and a non-priest is eating non-sacred food.

[75] In such a case, it might enter your mind to say that since if the non-priest wants to eat together with the priest he cannot eat with him from the teruma, as it is forbidden to him, one could say that he cannot join with the priests for a zimmun. Therefore, the baraita teaches us that he can join them, as although a non-priest cannot eat together with a priest from his teruma, nevertheless, a priest can eat together with a non-priest from his food. Consequently, they can join together to form a zimmun.

[76] § The Gemara applies the same line of questioning to the mishna here: Everyone takes vows of valuation…priests, Levites, and Israelites. Isn't that obvious? Rava said: This halakha is necessary only according to the opinion of ben Bukhri, who holds that priests are not obligated to contribute a yearly half-shekel to purchase the communal supplies. Therefore, one might have thought that they are not subject to the halakha of valuations, as the Gemara will explain. As we learned in a mishna (Shekalim 1:4) that Rabbi Yehuda said that ben Bukhri testified before the Sages in Yavne: Any priest who contributes the half-shekel for communal offerings is not considered a sinner, despite the fact that he is not obligated to contribute.

[77] Rabbi Yehuda added that Rabban Yoḥanan ben Zakkai said to ben Bukhri: That is not the case; rather, any priest who does not contribute his half-shekel is considered a sinner, as they are obligated in this mitzva like all other Jews. But with regard to the priests who do not contribute the half-shekel, in order to excuse themselves from the mitzva they interpret this verse to their own advantage: "And every meal offering of the priest shall be wholly made to smoke; it shall not be eaten" (Leviticus 6:16).

[78] Those priests claim as follows: Since the omer offering, the measure of barley brought as a communal offering on the sixteenth of Nisan, and the two loaves, i.e., the public offering of two loaves from the new wheat, brought on the festival of Shavuot, and the shewbread placed on the Table in the Sanctuary each Shabbat, which are all meal offerings, are ours, i.e., if we would contribute half-shekels we would have partial ownership of these communal offerings, as they are purchased with the half-shekels, how then can they be eaten? They would be regarded as priests' meal offerings, which must be wholly burnt, in accordance with the aforementioned verse.

[79] The Gemara clarifies: But according to the opinion of ben Bukhri, as well, why is a priest who contributes a half-shekel not considered a sinner? Since he is not obligated to bring the half-shekel ab initio, when he brings the half-shekel he is also a sinner, since he is causing the bringing of a non-sacred item into the Temple courtyard. The Gemara answers that the priest brings and transfers the half-shekel as a consecrated gift to the community, so it is considered part of the communal funds.

[80] The Gemara explains the relevance of ben Bukhri's opinion to the question of the priests' status with respect to valuations. According to ben Bukhri, who exempts the priests from contributing the half-shekel, it might enter your mind to say that since it is written: "And all your valuations shall be according to the shekel of the Sanctuary" (Leviticus 27:25), perhaps this juxtaposition teaches that anyone who is included in the obligation to contribute half-shekels is included in the halakha of valuations. But with regard to these priests, since they are not included in the obligation to contribute half-shekels, they are also not included in the halakha of valuations. Therefore, the mishna teaches us that even according to the opinion of ben Bukhri, priests are included in the halakha of valuations.

[81] Abaye said to Rava: One could not have thought that this phrase: "And all your valuations shall be according to the shekel of the Sanctuary" (Leviticus 27:25), might be coming to exempt the priests, as it comes to teach something else, namely that all valuations that you assess should not be less than the value of a sela coin. In other words, a poor person, who gives according to his means rather than the amount prescribed in the Torah, does not fulfill his obligation unless he gives at least a shekel, which is a sela coin.

[82] Rather, Abaye said: It was necessary for the mishna to teach that priests are included in the halakha of valuation, as it might enter your mind to say: Since it is written with regard to a firstborn:

“And their redemption money, from a month old you shall redeem them, shall be, according to your valuation, five shekels of silver” (Numbers 18:16), one might have said that anyone included in the mitzva of redemption of the firstborn son is included in the halakha of valuations; but with regard to these priests, since they are not included in the mitzva of redemption of the firstborn son, they are also not included in the halakha of valuations. Therefore, the mishna teaches us that priests are also included in the halakha of valuations.

[83] Rava said to Abaye: If that is so, that one can expound the term “according to your valuation” in this manner, one could expound similarly with regard to the ram of the guilt offering brought by one who robs and then takes a false oath. As it is written with regard to that offering: “And he shall bring his guilt offering to the Lord, a ram without blemish out of the flock, according to your valuation” (Leviticus 5:25). One can argue that so too, anyone who is included in the halakha of valuations is included in the ram of the guilt offering. Therefore, a tumtum or a hermaphrodite, who are not included in the halakha of valuations, as stated in the mishna, should also not be included in the ram of the guilt offering. But that is not so, as there is no opinion that exempts them from this offering.

[84] Rather, Rava said, and some say it was Rav Ashi: It was necessary to teach that priests are included in the halakha of valuation because it might enter your mind to say: Since it is written concerning valuations: “But if he is too poor for your valuation, then he shall be set before the priest” (Leviticus 27:8), this indicates that a poor man is placed before the priest for valuation, but a priest is not placed before another priest for valuation. Therefore, the mishna teaches us that priests are also included in the halakha of valuations.

[85] § The Gemara stated (2a) that the mishna’s statement: And everyone is valuated, serves to add that a repulsive man and one afflicted with boils are valuated in accordance with the Torah’s categories of age and sex despite their lack of market value. The Gemara asks: From where is this matter derived?

[86] The Gemara answers that it is as the Sages taught in a baraita: The verse states: “When a man shall clearly utter a vow of persons to the Lord, according to your valuation” (Leviticus 27:2). The term serves to include an unspecified valuation, as explained below. Alternatively, the verse teaches that one gives the valuation of his entire self and not the valuation of his limbs. If someone vows that he will give the valuation of a limb, he is not obligated to give anything.

[87] The baraita continues: One might have thought that I should exclude even the valuation of an item upon which the soul is dependent, without which one would die, e.g., the liver. Therefore, the verse states: “Persons [nefashot],” which teaches that if one valuated a limb upon which the soul [nefesh] is dependent, he is obligated to give the valuation of his entire self. The Gemara further derives from the term “persons” that one is obligated to pay the valuation only of a live person, and not the valuation of the dead. If one valuates a deceased person, his statement is of no effect.

[88] Furthermore, one might have thought that I should exclude only the dead from valuation, but I should not exclude a moribund person, who is about to die but is still alive, and who is therefore included in the category of “persons.” Therefore, the verse states: “Then he shall be set before the priest, and the priest shall value him” (Leviticus 27:8). This teaches that anyone who is included in the category of setting, i.e., he can stand, is included in the halakha of valuation. And anyone not included in the category of setting, who cannot stand, e.g., one who is on his deathbed, is not included in the halakha of valuation. Therefore, one who valuates a moribund individual is not obligated to pay anything.

[89] Alternatively, since the verse states: “Persons,” in the plural, it is expounded as follows: Were the verse to have written: A person, I would have derived only that this applies to one person who valuated one person. From where is it derived that even if one person valuated a hundred people, it is also an effective evaluation? The verse states: “Persons,” in the plural. This teaches that in such a case he must pay the valuation of each and every one of the hundred. Alternatively, one interprets the plural form of “persons” as follows: Were the verse to have written only: A person, one might have said that

[90] I have derived only that this halakha applies in a case of a man who valuated another, whether a man or a woman, as the section begins: “When a man shall clearly utter a vow” (Leviticus 27:2). From where is it derived that the halakha of valuations also applies to a woman who valuated a man, or a woman who valuated a woman? The Gemara answers: The same verse states: “Vow of persons to the Lord, according to your valuation,” to include women.

[91] Alternatively, the word “persons” serves to add a repulsive man and one afflicted with boils. If one valuates such a person, he is obligated to give the set amount according to age and sex.

[92] This derivation is necessary as one might have thought that since the verse states: “A vow of persons to the Lord, according to your valuation” (Leviticus 27:2), it is juxtaposing a person who is valuated and one who is the object of a vow. Therefore, anyone who is included in the category of assessments, i.e., one who is obligated to pay his assessment to the Temple if he takes such a vow, is also included in the category of valuations. If he vows to pay his valuation, he must pay. But anyone who is not included in the category of assessments is not included in the category of valuations. Having no market value, these people are not subject to assessment, and are consequently also not subject to valuation. The verse, therefore, states: “Persons [nefashot],” teaching that anyone who has any amount of life [nefesh] is subject to valuation.

[93] A baraita teaches that the apparently superfluous phrase: “Then your valuation shall be” (Leviticus 27:3), serves to include a tumtum and a hermaphrodite in the halakha of assessments, despite the fact that they are not included in the halakha of valuations. If one assesses a tumtum or a hermaphrodite, he is obligated to give that assessment. The baraita explains that one might have thought that since the verse states: “A vow of persons to the Lord, according to your valuation,” anyone who is included in the category of valuations is also included in the category of assessments, but anyone who is not included in the category of valuations is also not included in the category of assessments. Therefore, the verse states: “Then your valuation shall be,” to include a tumtum and a hermaphrodite in the halakha of assessment.

[94] The baraita continues: This halakha, that a tumtum and a hermaphrodite are not included in valuation, is derived from the term: “The male” (Leviticus 27:3). The definite article teaches that this halakha applies specifically to a male, and not to a tumtum or a hermaphrodite. One might have thought that a tumtum and a hermaphrodite should not be valuated by the valuation of a man, but they should be valuated by the valuation of a woman. Therefore, the verse states: “Then your valuation shall be for the male…and if it be a female” (Leviticus 27:3–4). This teaches that valuation applies only to a definite male or a definite female, but not to a tumtum or a hermaphrodite, who are categorized as neither male nor female.

95 § The Master said above in the beginning of the baraita that the verse: “When a man shall clearly utter a vow of persons to the Lord, according to your valuation” (Leviticus 27:2), serves to include an unspecified valuation. The Gemara asks: What is an unspecified valuation?

96 The Gemara answers: As it is taught in a baraita: One who says: It is incumbent upon me to donate an unspecified valuation, without specifying any particular person, gives the amount of the smallest of the valuations. And how much is the smallest of the valuations? It is three shekels, which is the valuation of a female who is younger than five years old (Leviticus 27:6).

97 The baraita asks: And why not say that one who does not specify a person should give fifty shekels, which is the largest of the valuations, that of a male between the ages of twenty and sixty (Leviticus 27:3)? The baraita answers: This ruling is based on the principle that if you grasped a lot you did not grasp anything, but if you grasped a little, you grasped something. In other words, if one can derive two sums from the verses, one should choose the smaller number, as it is included within the larger number and is therefore considered certain.

98 The baraita asks: And why not say that smallest of the valuations is one shekel, as it is written: “And all your valuations shall be according to the shekel of the Sanctuary” (Leviticus 27:25)? The baraita answers: That verse is written with regard to affordability. If one vows to donate the valuation of a person to the Temple treasury but does not have sufficient funds to fulfill his vow, he must pay at least a shekel.

99 The Gemara asks: But since the payment of three shekels can be derived from the principle of grasping the lesser amount, why do I need the verse “according to your valuation”? Rav Naḥman says that Rabba bar Avuh says: The verse is required to teach that unlike other valuations, where a person who cannot afford the set amount can fulfill his obligation with one shekel, in the case of an unspecified valuation even a poor person’s obligation is not determined by affordability, and he must give at least three shekels. The Gemara asks: What is the reason for this? The Gemara answers: It is because it is considered as though he explicitly vowed that he is obligated to pay three shekels. The principle of affordability applies only to the valuations fixed by the Torah.

100 There are those who say that Rav Naḥman says that Rabba bar Avuh says the opposite: The term “according to your valuation” actually teaches that even an unspecified valuation is determined based on affordability, and a poor person fulfills his obligation by giving one shekel. The Gemara asks: Isn’t that obvious? Why would one think that this case differs from any other valuation? The Gemara answers that the verse is necessary lest you say that one who obligates himself in an unspecified valuation is considered as though he articulated that he is obligated to pay three shekels, and may not pay less. Therefore, this verse teaches us that an unspecified valuation is also subject to affordability, like other valuations.

101 § It is further stated in the baraita cited above: Alternatively, the term “according to your valuation” teaches that one gives the valuation of his entire self and does not give the valuation of the value of limbs. If one vows that he will give the valuation of a limb, he is not obligated to give anything. The Gemara asks: But you have already derived from this term: “According to your valuation,” the halakha of an unspecified valuation. How can you then derive another halakha from the same source? The Gemara answers: Read into this term two sources, as it could have merely written: “Valuation,” and instead it wrote: “According to your valuation.”

[102] The baraita adds: One might have thought that I should exclude even the valuation of an item upon which the soul is dependent, without which one will die, e.g., the head. Therefore, the verse states: “Persons [nefashot],” which teaches that if one valuated a limb upon which the soul [nefesh] is dependent, he is obligated to give the valuation of his entire self. In addition, we derive from “persons” that one is obligated to pay only the valuation of a live person, and not the valuation of the dead.

[103] The Gemara asks: But you have already derived from this term: “Persons [nefashot],” that one who valuates a limb upon which the soul [nefesh] is dependent is obligated to give the valuation of his entire self. The Gemara answers: Read into the verse two derivations, as it could have merely written: Person, and instead it wrote: Persons.

[104] The baraita continues: Perhaps I should exclude only the dead from valuation, as they no longer possess life [nefesh], but I should not exclude a moribund person, as he is still alive. Therefore, the verse states: “Then he shall be set before the priest, and the priest shall value him” (Leviticus 27:8). This teaches that anyone included in the category of setting, i.e., who can stand, is included in the halakha of valuation. But one who is on his deathbed is not included in the halakha of valuation.

[105] The Gemara asks: If so, let me also derive that the dead are not subject to valuation from the same verse: “Then he shall be set before the priest, and the priest shall value him,” as the dead cannot stand. Why do I need to derive this halakha from the fact that the verse wrote: “Persons,” instead of person? The Gemara answers that so too, this is correct, i.e., the halakha with regard to the dead is derived from that same verse. But if that is the case, why do I need the derivation based on the difference between person and “persons”? The Gemara answers that this teaches a different halakha, as we are about to state below, i.e., to add a repulsive man and one afflicted with boils.

[106] The Gemara continues its review of the baraita: Alternatively, as the verse states: “Persons,” in the plural, it is expounded as follows. Were the verse to have written only: A person, I would have derived only that this applies to one person who valuated one person. From where is it derived that even if one person valuated a hundred people, this is also an effective evaluation? Thefore, the verse states: “Persons,” in the plural.

[107] The baraita continues: Alternatively, one can expound the plural form of “persons” as follows: Were the verse to have written only: A person, one might have said that I can derive only that this halakha applies to a man who valuates anyone, whether a man or a woman, as the section begins: “When a man clearly utters a vow” (Leviticus 27:2). From where is it derived that the halakha of valuations also applies to a woman who valuated a man, or a woman who valuated a woman? The same verse states: “Vow of persons to the Lord, according to your valuation” (Leviticus 27:2), to include women.

[108] The baraita continues: Alternatively, the word “persons” serves to add a repulsive man and one afflicted with boils. The Gemara asks: But you have already derived the halakha of these cases, i.e., one who valuated a hundred men or a woman who valuated, from “persons.” How, then, can you derive the halakha of a repulsive man and one afflicted with boils from this same word?

[109] The Gemara answers: These do not require another verse. What is the reason? Each of these halakhot is equivalent to the others, i.e., each derivation from the word: Person, is equally valid. It teaches that one may valuate a limb that is vital to a person, that both men and women may take a vow of valuation, and that one may vow to give the valuation of multiple people. There is no reason

to prefer one of these derivations over the others. And therefore, all of them are derived from the word: Person. When the verse, i.e., the plural term “persons,” is required, it is required only to include a repulsive man and one afflicted with boils.

110 § The baraita also teaches that the phrase: “Then your valuation shall be” (Leviticus 27:2), serves to include a tumtum and a hermaphrodite in the halakha of assessments, despite the fact that they are not included in the halakha of valuations. The Gemara asks: Why do I need a verse to include them in the halakha of assessments? Even let this be considered only like the assessment of a tree; were one to say: The assessment of that tree is incumbent upon me, is he not obligated to give its assessment?

111 Rava said: The verse serves to say that a tumtum and a hermaphrodite are assessed by the significance of the body part that one specified. If one vowed to give a vital part of his body, he is not merely obligated to pay the value of that organ but must give the value of his entire body.

112 As it might enter your mind to say that since it is written in the verse: “A vow of persons to the Lord, according to your valuation,” a person who is valuated is juxtaposed to one who is the object of a vow of assessments. Therefore, anyone who is included in the category of valuations is also included in the halakha of being assessed by the significance of the body part that he specifies. But anyone who is not included in the category of valuations, such as a tumtum and a hermaphrodite, is not included in the halakha of being assessed by the significance of the body part that he specifies. Therefore, the verse teaches that although a tumtum and a hermaphrodite are not included in valuations, they are nevertheless included in the halakha of being assessed by the significance of the body part in question.

113 Abaye said to Rava: And is it true that one who is not included in valuations is nevertheless assessed by the significance of the body part that he specifies? But isn’t it taught in a baraita that if one says: The head of this slave is consecrated property, he and the Temple treasury are partners in the entire slave. Similarly, if one says to another: The head of this slave is sold to you, they appraise the slave and split the value between them. Likewise, if one says: The head of this donkey is consecrated property, he and the Temple treasury are partners in the donkey. And if one says to another: The head of this donkey is sold to you, they appraise the donkey and split the value between them.

114 But if one says to another: The head of this cow is sold to you, he has sold him only the head of the cow. Moreover, even if he says: The head of this cow is consecrated property, the Temple treasury has ownership only of the cow’s head. And Rav Pappa said: This difference between these cases is due to the fact that the head of an ox is sold independently in the butcher shop.

115 Abaye explains the difficulty that arises from this baraita: But isn’t it the halakha that a donkey and a cow are not included in valuations, and therefore are not assessed by the significance of the body part that is mentioned? If one consecrated their heads, their entire body is not consecrated. Rava said to Abaye: And according to your reasoning, that the halakha of assessment by the significance of the specified body part is contingent on inclusion in valuations, the case of a slave should pose a difficulty for you: A slave is included in the halakha of valuations, as stated in the mishna, and yet the baraita teaches that he is not assessed by the significance of the body part that is specified.

116 Rather, this is not difficult. This baraita, which states that in the case of a slave or donkey the head alone is consecrated, is referring to items consecrated in order to purchase offerings for the

altar. On the other hand, that baraita, which rules that in the case of a tumtum one must pay his entire value, is referring to items consecrated for Temple maintenance. In such a case, it is assessed by the significance of the body part that is specified. Here we follow the paradigm of valuation, whose payment is also used for Temple maintenance.

117 The Gemara raises a difficulty: In what manner did you interpret the baraita that discusses consecrating the head of a slave? You interpreted it as dealing with a case of items consecrated in order to purchase offerings for the altar. But if so, say the latter clause: Moreover, even if he says: The head of this cow is consecrated property, the Temple treasury has ownership only of the cow's head. According to this interpretation, that it is referring to items consecrated for the altar, why is the head alone consecrated? Let its sanctity spread throughout the entire cow. Isn't it taught in a baraita: In a case where one says:

118 The leg of this animal is a burnt offering, one might have thought that all of the animal will be a burnt offering. Therefore, the verse states: "And if it is an animal of those that they bring as an offering to the Lord, anything of it that one gives to the Lord, it shall be sacred" (Leviticus 27:9). The verse indicates that the part of it that one gives will be sacred, but not all of the animal will be sacred.

119 A non-sacred animal with a consecrated limb may not be sacrificed. Accordingly, one might have thought that the consecrated limb may be redeemed and thereby transferred to non-sacred status. Therefore the verse states: "Shall be," meaning: It shall be as it is, i.e., the limb remains consecrated. How is this possible, i.e., what should one do in this case? The animal should be sold for the needs of burnt offerings, i.e., to an individual who will sacrifice the entire animal as a burnt offering, and the payment received for the animal will be non-sacred, except for the payment received in exchange for that limb of it that was consecrated. This is the statement of Rabbi Meir.

120 Rabbi Yehuda and Rabbi Yosei and Rabbi Shimon say: From where is it derived that in the case of one who says: The leg of this animal is a burnt offering, all of the animal becomes a burnt offering? The verse states: "All that any man give of such to the Lord shall be holy" (Leviticus 27:9). The term "shall be" serves to include all of the animal, indicating that it all becomes sacred.

121 And even according to the one, Rabbi Meir, who says that if one states: The leg of this animal is a burnt offering, not all of the animal is a burnt offering, that statement applies only if one consecrated an item that its life does not depend on, e.g., its leg. But if he consecrated an item that its life depends on, such as its head, the entire animal is consecrated. This presents a difficulty for Rava, who holds that the baraita that discusses consecration of the head is referring to items consecrated in order to purchase offerings for the altar. Why, then, isn't the entire animal consecrated?

122 Rava responds: Rather, both baraitot are referring to items consecrated for the altar, and even so it is not difficult. This baraita, which indicates that if one consecrated the head the entire animal is consecrated, is referring to inherent sanctity, i.e., where he consecrated the head for the purpose of sacrificing it on the altar. That baraita, which teaches that if he consecrated the head it alone is consecrated, is referring to sanctity that inheres in its value, that is, where he consecrated the head for the sake of purchasing offerings.

123 Abaye responded: But wasn't it you, Master, who said that if one consecrated a male animal for its value, it is sanctified with inherent sanctity and it is itself sacrificed? This undermines the distinction that Rava is attempting to draw between inherent sanctity and sanctity that inheres in value.

124 Rava responds: It is not difficult. This statement, that an animal that was consecrated for its value attains inherent sanctity, applies only in a case where he consecrated the entire animal. There, in the baraita discussing the consecration of the head, it is referring to a situation where he consecrated only one limb. In such a case, the animal does not attain inherent sanctity.

125 Abaye replied: Actually, we also raised a dilemma with regard to a case where one consecrated only one limb. As Rabba raised a dilemma: If one consecrated a limb for its value in order to bring an offering with the proceeds, what is the halakha as to whether or not the entire animal is consecrated? If your interpretation of the baraita is correct, Rabba can resolve his question based on the baraita and conclude definitively that the entire animal is not sanctified for the altar.

126 Rava responded: We raised this dilemma and entertained the possibility that the entire animal might be sanctified to the altar only in a case where the animal is unblemished, and is therefore fit to be used as an offering. But here, the baraita is referring to a blemished animal, similar to the parallel case of the donkey, which is unfit to be sacrificed. Since the animal in question is unfit for the altar, it is clear that the entire animal is not sanctified.

127 Abaye responded: In fact, we also raised a dilemma with regard to a case where the animal is blemished and unfit to be sacrificed. As Rabba raised a dilemma: If one said: It is incumbent upon me to donate the value of my head to purchase offerings to be sacrificed on the altar, what is the halakha? Is he obligated in his entire value or not? A person is certainly not fit to be an offering, and yet Rabba does not resolve his question based on the baraita. Rava answered: We only raised this dilemma before hearing this baraita. Now that we have heard this baraita, we no longer raise this dilemma, as we concluded from the baraita that the entirety of the animal is not consecrated.

128 § The Gemara returns to the aforementioned matter itself. Rabba raised a dilemma: If one said: It is incumbent upon me to donate the value of my head to purchase offerings to be sacrificed on the altar, what is the halakha? Is it assessed by the significance of the body part in question, and since he consecrated a vital organ he is obligated in his entire value? Or perhaps it is not assessed by the significance of the body part in question, and only the head is consecrated.

129 The Gemara explains the underlying issue: It can be argued that we have not found a case of assessments that is not assessed by the significance of the body part that was specified. Therefore, if one obligated himself in the value of a vital organ he should have to pay the entity’s entire value. Or perhaps he should be obligated only in the value of the head, as we have not found a case of an animal that is sacrificed on the altar that is assessed by the significance of the body part in question, i.e., that if one consecrates the value of one vital organ the entire animal is consecrated. The Gemara concludes: The dilemma shall stand [teiku] unresolved.

130 Rava raised a further dilemma: If one said: It is incumbent upon me to donate my valuation for the altar, rather than for Temple maintenance, as is usually the case, what is the halakha? Is this case determined based on affordability if he is poor, like regular valuations? Or perhaps it is not determined based on affordability, and he is obligated in the full valuation even if he is poor.

131 The Gemara explains the sides of the dilemma: One can argue that we have not found a case of valuations that is not determined based on affordability. Therefore, the principle of affordability should apply even when one vows for the purpose of sacrificing offerings on the altar. Or perhaps this case should not be determined based on affordability, as we have not found an item that is

consecrated for the purpose of sacrificing offerings on the altar that is redeemed in a manner other than according to its value. The Gemara again concludes: The dilemma shall stand unresolved.

[132] Rav Ashi raised a similar dilemma: If a person consecrated an ancestral field for the purpose of sacrificing offerings on the altar, rather than for Temple maintenance, as is usually the case, what is the halakha? Do we say that we have not found a case of an ancestral field that is redeemed other than by the standard rate established by the Torah, which is that an area fit for the sowing of a ḥomer, a kor, of barley seed is redeemed for fifty silver shekels? Or perhaps it should be redeemed according to its market value, as we have not found a case of an item that is consecrated for the purpose of sacrificing offerings on the altar that is redeemed in a manner other than according to its value. Once again, the Gemara states: The dilemma shall stand unresolved.

[133] MISHNA: A child less than one month old is the object of a vow if others vowed to donate his assessment, but is not valuated if one vowed to donate his fixed value, as the Torah did not establish a value for anyone less than a month old.

[134] GEMARA: The Sages taught in a baraita: With regard to a case of one who takes a vow of valuation concerning a child less than one month old, Rabbi Meir says: The person who valuated is obligated to give the child's assessment. The Rabbis say: He has said nothing, i.e., he is not obligated to give anything.

[135] The Gemara asks: With regard to what principle do they disagree? Rabbi Meir holds: A person does not issue his statement of consecration for naught. The assumption is that a person knows that there are no valuations for a child less than one month old, and therefore he intended and said his statement for the sake of assessments, i.e., he meant to vow to give the child's market value. And the Rabbis hold that a person does make his statement of consecration for naught. Therefore, his statement is taken at face value, and he is not obligated to give anything.

[136] The Gemara asks: In accordance with whose opinion is that which Rav Giddel says that Rav says: One who says: It is incumbent upon me to donate the valuation of this utensil, is obligated to give its assessment? It is in accordance with the opinion of Rabbi Meir, who holds that a person does not issue a statement of consecration for naught. Since utensils are not subject to valuation, he presumably intended to obligate himself in its assessment. The Gemara asks: Isn't it obvious that Rav's statement is in accordance with the opinion of Rabbi Meir? Why was it necessary for the Gemara to state this?

[137] The Gemara explains that it was necessary to state that Rav's statement is in accordance with the opinion of Rabbi Meir, lest you say that it is even in accordance with the opinion of the Rabbis, who exempt one who valuates a child under a month old. The Gemara elaborates: One could say that it is only there, in the case of the child, that one errs and thinks that just as there are valuations for a child who is one month old, there are also valuations for a child less than one month old. Since his vow was based on an error, he is not obligated to pay anything.

[138] But here, in the case of one who valuates a utensil, where there is no possibility of erring, it can be argued that a person certainly knows that there is no valuation for a utensil, and he therefore intended and said his statement for the sake of assessments, i.e., he meant to vow to donate the utensil's value. Therefore, the Gemara teaches us that Rav's statement is in accordance with the opinion of Rabbi Meir only, and not with that of the Rabbis. The Rabbis hold that a person does issue

a statement of consecration for naught even in such a case, and therefore his declaration is taken at face value.

[139] The Gemara asks: And as Rav stated his halakha in accordance with Rabbi Meir, who says that one who valuates a child less than a month old must pay his assessment, for what reason was it necessary for Rav to state his ruling? Isn't this obvious?

[140] The Gemara answers: It was necessary for him to state this halakha, lest you say that the reason that Rabbi Meir obligates him to pay the assessment there, in the case of the child, is that he decrees one must pay if the child is less than a month old, due to concern that otherwise people might mistakenly refrain from paying the valuation of a child who is a month old. But here, in the case of one who valuates a utensil, where there is no cause for such an error and therefore no need to decree, one might say that Rabbi Meir would not obligate him to pay. Therefore, Rav teaches us that since the reason of Rabbi Meir is that a person does not make his statement of consecration for naught, there is no difference between here, the case of a child, and there, with regard to a utensil. Rather, the halakha is the same in both cases.

[141] The Gemara asks: In accordance with whose opinion is that which Rabba bar Yosef says that Rav says, and some say that Rav Yeiva bar Yosei says that Rav says: One who consecrates the animal of another must give its assessment. In accordance with whom? It is in accordance with the opinion of Rabbi Meir, that one does not issue a statement of consecration for naught. Since he knows that he cannot consecrate that which is not his, he meant to obligate himself in the animal's assessment.

[142] The Gemara asks: But didn't Rav already say it once? As Rav Giddel says that Rav says: One who says: It is incumbent upon me to donate the valuation of a utensil, must give its assessment. The Gemara answers: Rav found it necessary to issue both statements, lest you say that this halakha applies only there, with regard to a utensil, as a person knows that a utensil has no valuation, i.e., that the term: Valuation, is not relevant to a utensil, and therefore it must be that he decided to donate money and says this expression as a reference to its monetary value, using the term: Valuation, imprecisely.

[143] But in the case where one obligated himself in the valuation of another's animal, which is subject to consecration, albeit not by him, there is room to say that this is what he is saying to himself: Were I to say to the owner that I want to buy it, he would sell it to me. Therefore, let it be consecrated from now, and I will sacrifice it once I purchase it from him. His intent is to consecrate the animal itself in order to sacrifice it. But since he did not say to himself that he would give its assessment, his statement is meaningless, as one cannot consecrate property that does not belong to him. Therefore, Rav teaches us that this is not the case. Rather, his statement should be interpreted in such a manner that he is obligated to give the assessment of the animal to the Temple treasury.

[144] Rav Ashi says: And Rav's ruling applies only in a case where one says: It is incumbent upon me to donate to the Temple treasury. But if he says: This animal is consecrated, he is not obligated to pay its assessment. This formulation clearly indicates that he intended to consecrate this animal, which he cannot do, as it does not yet belong to him.

[145] MISHNA: With regard to a gentile, Rabbi Meir says: He is valuated in a case where a Jew says: It is incumbent upon me to donate the fixed value of this gentile. But a gentile does not take a vow of valuation to donate his fixed value or the value of others. Rabbi Yehuda says: He takes a vow of valuation, but is not valuated. And both this tanna, Rabbi Meir, and that tanna, Rabbi Yehuda, agree

that gentiles vow to donate the assessment of another and are the object of vows, whereby one donates the assessment of a gentile.

146 GEMARA: The Sages taught the following in a baraita that deals with the reasoning for the rulings of Rabbi Meir and Rabbi Yehuda. It is written in the beginning of the passage in the Torah delineating valuations: “Speak to the children of Israel” (Leviticus 27:2). This teaches that “the children of Israel” can take a vow of valuation, but gentiles cannot take a vow of valuation.

147 One might have thought that this means that gentiles cannot be the object of a valuation either. Therefore, the verse states the inclusive expression: “When a man shall clearly utter a vow of persons to the Lord, according to your valuation” (Leviticus 27:2), to teach that in this regard, every “man,” even a gentile, is included in halakhot of valuations. This is the statement of Rabbi Meir.

148 Rabbi Meir says in explanation of his opinion: Since one verse, “a man,” includes gentiles, and another verse, “the children of Israel,” excludes gentiles, for what reason do I say that a gentile can be the object of a valuation but cannot take a vow of valuation, rather than the reverse?

149 It is due to the fact that the verse included more people in the category of those who are the object of a valuation than in the category of those who take a vow of valuation. As the mishna teaches (2a): A deaf-mute, an imbecile, and a minor are the object of a vow and are valuated, but they can neither vow to donate the assessment of a person nor take a vow of valuation.

150 Rabbi Yehuda says that the verses should be interpreted in the reverse manner: “The children of Israel,” can be the object of a valuation but gentiles cannot be the object of a valuation. One might have thought that gentiles cannot take a vow of valuation either. Therefore, the verse states the inclusive expression: “A man” (Leviticus 27:2), to teach that in this regard, every “man,” even a gentile, is included in the halakha of valuations.

151 Rabbi Yehuda says: Since one verse, “a man,” includes gentiles, and another verse, “the children of Israel,” excludes gentiles, for what reason do I say that a gentile can take a vow of a valuation but cannot be the object of a valuation? It is due to the fact that the verse included more people in the category of those who take a vow of valuation than in the category of those who are the object of a valuation. As the mishna teaches (2a): A tumtum and a hermaphrodite vow, are the object of a vow, and take vows of valuation, but they are not valuated.

152 Rava says: Rabbi Meir’s halakha is reasonable, but his explanation is not reasonable. Conversely, Rabbi Yehuda’s explanation is reasonable, but his halakha is not reasonable.

153 Rava elaborates: Rabbi Meir’s halakha that gentiles cannot take a valuation vow is reasonable, as it is written that the Jews who returned to Eretz Yisrael from Babylonia rejected the Samaritans’ request to assist them in the construction of the Second Temple, saying: “You have nothing to do with us to build a house to our God” (Ezra 4:3). This supports Rabbi Meir’s contention that gentiles may not take vows of valuation, which are used for Temple maintenance. But his explanation is not reasonable, as he adduces proof for his halakha from the fact that a deaf-mute, an imbecile, and a minor cannot take a vow of valuation. This proof is unconvincing, since a deaf-mute, an imbecile, and a minor are different, as unlike gentiles, they lack the presumed mental competence to make a commitment.

154 By contrast, Rabbi Yehuda’s explanation is reasonable, in that he adduces proof for his halakha from the case of a tumtum and a hermaphrodite, as even though they possess the presumed mental

competence to make a commitment, nevertheless the Merciful One excludes them from being valuated. Since they are comparable to gentiles, they can serve as a precedent. But his halakha that gentiles can take a valuation vow is not reasonable, as it is written: “You have nothing to do with us to build a house to our God,” which indicates that they may not contribute anything to Temple maintenance.

155 The Gemara asks: And Rabbi Yehuda, who holds that gentiles can take valuation vows and that the funds go to Temple maintenance, what does he do with this verse: “You have nothing to do with us”? Rav Ḥisda said that Avimi said: He derives from it that if a gentile takes a vow of valuation and he brings the money to the Temple, his valuation money is not utilized but rather is interred.

156 The Gemara asks: If that is so, that the valuation is not utilized for the Temple, one who uses it should not be considered to have violated the prohibition of misuse. One who unwittingly derived benefit from the valuation should not be obligated to bring a guilt offering for misuse of consecrated property, as the Temple treasury does not derive benefit from it. As we learned in a baraita: With regard to the five sin offerings that may not be sacrificed and are left to die, and similarly, with regard to consecrated money that is taken and cast into the Dead Sea, as it is not fit for any purpose, one may not derive benefit from them ab initio. But after the fact, if one derived benefit from them he is not liable for misuse, as the Temple treasury has no use for them.

157 Why then is it taught in a baraita with regard to the consecrations of gentiles: In what case is this statement, that consecrations of gentiles are not subject to the halakhot of misuse, said? It is specifically with regard to consecrations for the altar. But with regard to consecrations for Temple maintenance, one who derives benefit from them is liable for misuse of consecrated property. Why is this the halakha, given the fact that the consecrations of a gentile are interred?

158 Rather, Rava said that actually Rabbi Yehuda maintains that the valuation of a gentile is given to Temple maintenance and is not interred. And as for that which the Jews said to the gentiles in the time of the Second Temple: “You have nothing to do with us,” that refusal was not for halakhic reasons. Rather, it was due to the gentiles’ attempt to foster weakening of the hands of those rebuilding the Temple. As it is written: “Then the people of the land weakened the hands of the people of Judah, and harried them while they were building” (Ezra 4:4).

159 § The Gemara notes that there is an apparent contradiction with regard to the issue of whether or not a gentile may donate for the purpose of Temple maintenance. It was taught in one baraita: In the case of a gentile who pledged a gift for Temple maintenance, one accepts it from him. And it is taught in another baraita: One does not accept it from him.

160 Rabbi Ila says that Rabbi Yoḥanan says: It is not difficult. This baraita, which teaches that the donation is not accepted, is stated with regard to the beginning of the building of the Temple. The donation is refused in order that the Jews not rely upon on the donations of gentiles. That baraita, which states that the donation is accepted, is stated with regard to the end of the building of the Temple, i.e., after it is already built.

161 As Rabbi Asi says that Rabbi Yoḥanan says with regard to donations of gentiles for Temple maintenance: With regard to the beginning of the building of the Temple, one may not accept even water and salt from them. With regard to the end of the building of the Temple, one may not accept a defined item, i.e., if it will be clear that this was donated by a gentile. But one may accept their gift of an item that is not defined. The Gemara asks: What is considered to be a defined item? Rav Yosef

says: For example, the cubit-wide spiked plates placed on the roof of the Sanctuary, which were designed to eliminate the ravens.

[162] Rav Yosef raises an objection to the ruling of the baraita as interpreted by Rabbi Yoḥanan, that with regard to the beginning of the building of the Temple nothing is accepted from gentiles. Nehemiah requested from the king of Persia: “And a letter to Asaph the keeper of the king’s park, that he may give me timber to make beams for the gates of the castle that pertains to the house” (Nehemiah 2:8). Here Nehemiah clearly asked for material from gentiles. Abaye said to Rav Yosef: Actions taken by the government are different, as the government does not retract its decisions. As Shmuel says: If the government says: I will uproot mountains, it will uproot mountains and not retract what it said.

[163] § Rav Yehuda says that Rav says: With regard to a gentile who separated teruma from his pile of grain, one examines him to determine his intent. If he separated it with the intent that it be like the teruma of Jews, it should be given to a priest. If not, it requires interment, as we are concerned that perhaps his heart was directed toward Heaven, i.e., his intent was to consecrate it to the Temple and he did not want it to be given to a priest. Since there is uncertainty with regard to his intent, nothing can be done with that produce.

[164] The Gemara raises an objection from a baraita: In the case of a gentile who donated a cross beam and brought it to a synagogue, and the name of God is written on it, one examines him to determine his intent. If he says: I separated it with the intent that it be like the donations of Jews, the name should be cut off [yagod] and interred, and one uses the remainder for a synagogue. And if not, the entire beam requires interment, as we are concerned that perhaps his heart was directed toward Heaven, i.e., his intent was to consecrate it to the Temple, and therefore it may not be used.

[165] The Gemara analyzes this baraita: The reason that the beam requires interment is that the name of God is written on it, from which it may be inferred that if God’s name is not written on it, it does not require interment. Why, then, did Rav Yehuda say that if a gentile separated teruma it requires interment?

[166] The Gemara answers: Even though the name of God is not written on the beam, the same halakha is true, and the beam requires interment, due to the concern that he might have intended to consecrate it. And as for why the baraita specifically discusses the case where God’s name was written on the beam, this teaches us that if his intention was for it to be used in a synagogue, then even though God’s name is written on it, nevertheless the rest of the beam is not prohibited. Rather, the name should be cut off and interred, and one may use the remainder for a synagogue. The reason is that if God’s name is written on an item, only the place where it is written is sanctified, but that part of the item that is not in its place is not sanctified.

[167] As we learned in a baraita: If one of the names of God was written on the handles of vessels or on legs of a bed, one must cut off the name and inter it, and the remainder is permitted.

[168] § Rav Naḥman says that Rabba bar Abbahu says: One who says: I am contributing this sela to charity, is permitted to change its purpose, i.e., to use the money himself and later replace it. The Gemara comments: It was initially understood from this that if one wants to change its purpose for his own benefit, yes, this is permitted, as he originally had this stipulation in mind. But it is not permitted to lend it to another. Yet it was stated that Rav Ami says that Rabbi Yoḥanan says: It is permitted to change its purpose whether for himself or for another.

169 Rabbi Zeira says: They taught this halakha, that one may change the purpose of the coin, only in a case where he said: It is incumbent upon me to donate a sela to charity. But if he said: This sela is for charity, then he is required to give the sela to charity as is, and he may not use it and replace it.

170 Rava objects to this: On the contrary, the opposite is more reasonable. In a case where one said: This sela is for charity, it makes sense to allow him to use it, so that he should bear financial responsibility for its loss from that point onward. But if he said: It is incumbent upon me to donate a sela to charity, he should not be allowed to use the sela, as in any event he must donate a sela. Rather, as there is a reason in either situation to permit its use, there is no difference between the cases, and in both cases he may use the sela.

171 The Gemara notes that it is taught in a baraita in accordance with the opinion of Rava: A vow is charity, but consecrated property is not charity. The Gemara asks: What is the baraita saying? After all, neither a vow nor consecrated property is charity.

172 Rather, is it not correct that this is what the baraita is saying: Charity is like a vow to consecrate property, in that it is subject to the prohibition of: You shall not delay, which is derived from the verse: “When you shall vow a vow to the Lord your God, you shall not delay to pay it” (Deuteronomy 23:22). But nevertheless it is not like consecrated property, as in the case of consecrated property it is prohibited to use it, while in the case of charity it is permitted to use it. Since with regard to the option of using the money the baraita does not distinguish between a case where one says: It is incumbent upon me to donate a sela to charity, and a case where he says: This sela is for charity, it evidently supports the opinion of Rava.

173 Rav Kahana said: I said this halakha of Rav Naḥman’s, with regard to one who says: This sela is for charity, along with the accompanying discussion, before Rav Zevid from Neharde’a. He said to me: You teach this halakha in this manner, that Rav Naḥman merely stated that it is permitted to change the purpose of the sela, and the Sages clarified that it is permitted in all cases. But we teach this halakha in this manner, that it was all stated citing Rav Naḥman: Rav Naḥman says that Rabba bar Avuh says that Rav says: One who said: I am contributing this sela to charity, is permitted to change its purpose, whether for himself or for another, and whether he said: It is incumbent upon me, or whether he said: This sela is for charity.

174 § The Sages taught a baraita which further deals with these matters. One who said: This sela is for charity, is permitted to change its purpose and replace it, as long as it has not yet come into the possession of the charity collectors. But once it has come into the possession of the charity collectors it is prohibited to change its purpose.

175 The Gemara asks: Is that so? But Rabbi Yannai, who was a charity collector, borrowed money belonging to charity and repaid. The Gemara answers: The case of Rabbi Yannai is different; it is beneficial to the poor that he be allowed to borrow and repay, as the longer he leaves the charity fund empty, the more he impels people to give charity, and he thereby brings more money to the poor.

176 The Sages taught a baraita that deals with a similar matter: In the case of a Jew who donated a candelabrum or a lamp to the synagogue, it is prohibited to change it and use it for another purpose. Rabbi Ḥiyya bar Abba thought to say that there is no difference whether he wishes to change for a voluntary matter or for a matter involving a mitzva, as in both cases it is prohibited. Rav Ami said to Rabbi Ḥiyya bar Abba: This is what Rabbi Yoḥanan says: When the Sages taught the baraita, they

taught only that it is prohibited when he changes it for a voluntary matter, but it is permitted to change it for a matter involving a mitzva.

177 This halakha is derived from the fact that Rabbi Asi says that Rabbi Yoḥanan says: With regard to a gentile who donated a candelabrum or a lamp to the synagogue, if it is before its owner's name has been forgotten, i.e., people still remember that he donated the item, it is prohibited to change it and use it for another purpose. Once its owner's name has been forgotten, it is permitted to change it.

178 The Gemara clarifies: With regard to what purpose is it stated that one may not change it before the owner's name was forgotten? If we say that it is prohibited to change it for a voluntary matter, why does the baraita specifically mention a gentile? It is prohibited to change it in this manner even if it was donated by a Jew.

179 Rather, the baraita must be dealing with a change for a matter involving a mitzva, and therefore it is prohibited only if the donor is a gentile and his name has not yet been forgotten. And the reason for this halakha is that it is specifically a gentile who would protest and scream: Where is the candelabrum that I donated? But in the case of a Jew, who would not protest and scream if they used his donation for a different mitzva, one may well change it.

180 The Gemara relates that Sha'azrak, an Arab [tayya'a] merchant, donated a candelabrum to Rav Yehuda's synagogue. Raḥava changed its purpose before Sha'azrak's name was forgotten as the donor, and Rava became angry at Raḥava for not waiting. Some say the opposite: Rava changed its purpose, and Raḥava became angry at Rava. And some say that the attendants of Pumbedita, the charity collectors, changed its purpose, and Raḥava became angry at them, and Rabba became angry at them as well.

181 The Gemara explains: The one who changed its purpose holds that it was permitted to change it, as it was not common for Sha'azrak to be in the city and it was unlikely that he would protest the change. And the one who became angry holds that even so, they should not have changed it, as sometimes he happens to come there.

182 MISHNA: One who is moribund and one who is taken to be executed after being sentenced by the court is neither the object of a vow nor valuated. Rabbi Ḥanina ben Akavya says: He is not the object of a vow, because he has no market value; but he is valuated, due to the fact that one's value is fixed by the Torah based on age and sex. Rabbi Yosei says: One with that status vows to donate the assessment of another person to the Temple treasury, and takes vows of valuation, and consecrates his property; and if he damages the property of others, he is liable to pay compensation.

183 GEMARA: The Gemara asks: Granted, it makes sense that one who is moribund is not the object of a vow, as he has no monetary value. And it also stands to reason that he is not valuated, as he is not subject to setting, i.e., standing, and therefore is not subject to valuation. The verse states: "Then he shall be set before the priest, and the priest shall value him" (Leviticus 27:8). This teaches that anyone who cannot stand, such as one who is dying, is not included in the halakha of valuation. But with regard to one who is taken to be executed, granted, he is not the object of a vow, as he has no monetary value, since no one would purchase him. But with regard to the mishna's statement that he is not valuated, why not?

184 The Gemara answers that the reason is as it is taught in a baraita: From where is it derived that in the case of one who is being taken to be executed and who said: My valuation is upon me to donate

to the Temple, that he did not say anything, and the valuation is not collected from his estate? The verse states: “Anything dedicated [ḥerem], that may be dedicated of men, shall not be redeemed” (Leviticus 27:29). This teaches that with regard to one who is worthy of excommunication [ḥerem], i.e., condemned to death, one cannot redeem him, i.e., pay his valuation. One might have thought that this applies even before his verdict is issued, i.e., that this halakha applies even if one issued this statement before being sentenced to death. Therefore, the verse states: “Of men,” and not all men, i.e., only some men destined to be executed have no valuation, and not all of them.

[185] The Gemara asks: And with regard to Rabbi Ḥanina ben Akavya, who says in the mishna that even a person taken to be executed is valuated, due to the fact that one’s value is fixed, what does he do with the phrase “anything dedicated”?

[186] The Gemara answers that he requires it for that which is taught in a baraita: Rabbi Yishmael, son of Rabbi Yoḥanan ben Beroka, says: Since we found with regard to those executed at the hand of Heaven that they give money and their sins are atoned, as it is stated in the case of the owner of a forewarned ox that killed a person: “The ox shall be stoned, and its owner shall also be put to death. If there be laid upon him a ransom, then he shall give for the redemption of his life whatsoever is laid upon him” (Exodus 21:29–30), one might have thought that even with regard to those liable to receive the death penalty at the hands of man it is so, that one can pay in lieu of execution. Therefore, the verse states: “Anything dedicated that may be dedicated of men, shall not be redeemed” (Leviticus 27:29).

[187] I have derived only that one cannot give payment in lieu of execution with regard to severe prohibitions punishable by the death penalty, e.g., blasphemy or cursing one’s father, for which no atonement is designated in the Torah for their unwitting violation. From where is it derived that the same applies to less severe prohibitions punishable by the death penalty, e.g., violating Shabbat or killing, for which atonement of an offering or exile is designated in the Torah for their unwitting violation? The verse states: “Anything dedicated,” to include all prohibitions punishable by court-administered execution.

[188] § The mishna teaches, with regard to one who is taken to be executed, that Rabbi Yosei says: Such a person vows to donate the assessment of another person to the Temple treasury, and takes vows of valuation, and consecrates his property; and if he damages the property of others, he is liable to pay compensation. The Gemara asks: And does the first tanna say that such a person does not vow to donate the assessment of another person to the Temple treasury and take vows of valuation, such that Rabbi Yosei could be understood as disputing his opinion? The first tanna merely said that such an individual is not subject to vows and valuations. What is the difference between their opinions?

[189] Rather, with regard to whether or not one who is taken to be executed can vow to donate the assessment of another person to the Temple treasury, and take vows of valuation, and consecrate his property, everyone, including the first tanna, agrees that he can. When they disagree, it is in a case where he causes damage. The first tanna holds that if he causes damage he is not liable for payment, and Rabbi Yosei holds that if he causes damage he is liable to pay compensation.

[190] The Gemara asks: With regard to what principle do these tanna’im disagree, as it is an accepted principle that one who causes damage must pay? Rav Yosef said: They disagree as to whether the payment can be collected from his estate. This depends on the question of whether or not one who is owed money from a loan by oral agreement, i.e., a loan given without a document that places a lien

on the land, can collect from the heirs. The first tanna holds that one who is owed money from a loan by oral agreement cannot collect from the heirs, and Rabbi Yosei holds that one who is owed money from a loan by oral agreement can collect from the heirs.

[191] Rava says: In fact, everyone agrees that one who is owed money from a loan by oral agreement cannot collect from the heirs; and here the tanna'im disagree with regard to the status of a loan that is written in the Torah, i.e., a financial obligation decreed by Torah law, such as paying damages. The first tanna holds that a loan that is written in the Torah is not considered as though it is written in a document, and may not be collected from the heirs. Rabbi Yosei holds that such a loan is considered as though it is written in a document, and therefore it may be collected from the heirs.

[192] And there are those who teach the dispute between Rava and Rav Yosef with regard to this baraita: In the case of one who is taken to be executed after being sentenced by the court, if he injured another he is liable for payment. But if others injured him they are exempt, as they would be if they injured a dead person. Rabbi Shimon ben Elazar says: Even if it was he who injured others, he is exempt, as he cannot be brought back to stand before the court for judgment, since he must be executed without delay.

[193] The Gemara asks: If so, can one conclude by inference that the first tanna holds that one who is being taken to be executed can be brought back to stand before the court for judgment? This is clearly erroneous, as the court is not permitted to delay his execution.

[194] Rav Yosef says: Everyone agrees that his execution may not be delayed. Rather, they disagree as to whether or not one who is owed money from a loan by oral agreement can collect from the heirs. The first tanna holds that one who is owed money from a loan by oral agreement can collect from the heirs, and therefore the injured party can collect from the heirs after the execution. But Rabbi Shimon ben Elazar holds that one who is owed money from a loan by oral agreement cannot collect from the heirs, and therefore the heirs are exempt from payment for the injury.

[195] Rabba said: Actually, everyone agrees that one who is owed money from a loan by oral agreement cannot collect from the heirs; and here the tanna'im disagree with regard to whether a loan that is written in the Torah, e.g., one's obligation to pay if he causes damage, is considered as though it is written in a document. The first tanna holds that a loan that is written in the Torah is considered as though it is written in a document, and may be collected from the heirs. And Rabbi Shimon ben Elazar holds that it is not considered as though it is written in a document, and therefore it may not be collected.

[196] The Gemara raises an objection against the opinion that one cannot collect a loan that is written in the Torah from the heirs, from a baraita (Tosefta, Bava Kamma 6:2): If one was digging a pit in the public thoroughfare, and an ox fell on the digger of the pit and killed him, the owner of the ox is exempt from paying damages, as the digger of the pit should not have dug the pit. Moreover, if the ox died as a result of the fall, the heirs of the owner of the pit are liable to pay the value of the ox to its owner. This shows that an obligation that is written in the Torah, such as compensation for damage, is collected from heirs.

[197] Rabbi Ila said that Rav said: The baraita is dealing with a case where the digger of the pit stood trial for the damage before he died, and once judgment is rendered by a court the resulting financial obligation is comparable to a written loan, not one that is written in the Torah. The Gemara raises an objection: But it is taught in the baraita that the ox killed him. Rav Adda bar Ahava said: The baraita

does not mean that the ox literally killed him, rather, that it rendered him as one who has a wound that will cause him to die within twelve months [tereifa], and there was enough time before his death to sentence him to pay damages.

198 The Gemara raises an objection: But doesn't Rav Naḥman say that Ḥagga teaches a slightly different version of the baraita, that if the digger of the pit died from the impact of the ox, and the ox effectively buried him in the ground at the bottom of the pit, his heirs have to pay damages to the owner of the ox? In this scenario, how could it be possible for the digger to stand trial? The Gemara answers: The halakha in the baraita, that the owner of the ox collects from the heirs of the digger, is dealing with a case where judges sat at the opening of the pit and rendered the digger liable to pay damages before he died.

199 § The Sages taught another baraita on the same topic: With regard to one taken to be executed, they sprinkle for his sake on the altar from the blood of his sin offering and from the blood of his guilt offering, which he brought earlier. But if he sinned at that time, obligating him to bring a sin offering or a guilt offering, the court does not attend to his obligation, and his execution is not delayed so that he can sacrifice the offering. The Gemara asks: What is the reason for this? Rav Yosef said: It is because the court may not afflict him by forcing him to wait for his judgment, his execution, until the offering is sacrificed.

200 Abaye said to Rav Yosef: If so, if the offering is not sacrificed in order to avoid afflicting the sentenced by delaying his execution, then this should apply even in the first clause as well, where he had already brought the offering. Why does the court delay his execution until the blood is sprinkled? Rav Yosef answered: The first clause is referring to a case where his offering was already slaughtered at that time, and all that remained to be done was the sprinkling of the blood. Delaying the execution for such a short time is not a problem.

201 The Gemara asks: But then in a case where he set aside his offering but it was not yet slaughtered, what is the halakha? Is it true that they do not delay his execution in order to sacrifice the offering? If so, instead of teaching a new case and stating: But if he sinned at that time and thereby became obligated to sacrifice a sin offering or a guilt offering, the court does not attend to his obligation, let the baraita distinguish and teach a distinction within the case of where he already brought the offering itself: In what case is this statement, that the blood is sprinkled, said? When his offering was already slaughtered at that time. But if his offering was not yet slaughtered, his execution is not delayed.

202 The Gemara answers: That is indeed what he is saying: In what case is this statement said? When his offering was already slaughtered at that time. But if his offering was not yet slaughtered, it is considered as though he sinned at that time, and therefore the court does not attend to his obligation.

203 MISHNA: In the case of a pregnant woman who is taken by the court to be executed, the court does not wait to execute her until she gives birth. Rather, she is killed immediately. But with regard to a woman taken to be executed who sat on the travailing chair [hamashber] in the throes of labor, the court waits to execute her until she gives birth. In the case of a woman who was killed through court-imposed capital punishment, one may derive benefit from her hair. But in the case of an animal that was killed through court-imposed execution, e.g., for goring a person, deriving benefit from the animal is prohibited.

[204] GEMARA: Isn’t it obvious that the court executes the pregnant woman rather than waiting? After all, it is part of her body. The Gemara answers: It was necessary for the mishna to teach this, as it might enter your mind to say that since it is written: “And if men strive together, and hurt a woman with child, so that her offspring depart…he shall be fined, as the woman’s husband shall place upon him” (Exodus 21:22), the fetus is considered to be the property of the husband. If so, the court should wait until she gives birth before executing her, and not cause him to lose the fetus. Consequently, the mishna teaches us that the court does not take this factor into account.

[205] The Gemara asks: But why not say that indeed the court should delay her execution until she gives birth? Rabbi Abbahu says that Rabbi Yoḥanan says: The verse states: “If a man be found lying with a woman married to a husband, then they shall also both of them die, the man that lay with the woman, and the woman” (Deuteronomy 22:22). The amplifying term “both of them” serves to add her fetus, teaching that it dies together with her.

[206] The Gemara asks: But this phrase is required for the following halakha: Neither of the two adulterers mentioned in the verse is punished until both of them are equal, i.e., they have both reached majority. This is the statement of Rabbi Yoshiya. The Gemara answers: When you say that the child also dies, it is derived from the word “also,” whereas the halakha that they must be equal is learned from the term “both of them.”

[207] § The mishna teaches: With regard to a woman taken to be executed who sat on the travailing chair in the throes of labor, the court waits to execute her until she gives birth. The Gemara asks: What is the reason for delaying the execution in this case? The Gemara answers: Once the fetus uproots from its place and begins to leave the woman’s body, it is considered an independent body and may not be killed together with the mother.

[208] Rav Yehuda says that Shmuel says: In the case of a pregnant woman who is taken by the court to be executed, one strikes her opposite the womb, i.e., on the abdomen, so that the fetus dies first and so that she not suffer disgrace as a result of publicly bleeding from labor. The Gemara asks: Is this to say that according to Shmuel if a pregnant woman dies, she dies first, before the fetus? It is clear that this is Shmuel’s assumption, as he mandates killing the fetus before the mother, lest the live fetus bring about the onset of labor as a reaction to the woman’s death. Were the fetus to perish first, before the woman, there would be no need for this. But this is difficult, as we maintain that the fetus dies first.

[209] As we learned in a mishna (Nidda 43b–44a): A baby boy, one day old, inherits the estate of his relatives who died on the day of his birth, and if he dies, he bequeaths that inheritance to his relatives. And Rav Sheshet says: This mishna is teaching that a day-old child inherits his mother’s property when she died after he was born, to bequeath it to his heirs who are not the mother’s heirs, e.g., to his paternal brothers.

[210] The Gemara explains the difficulty: It is specifically in a case where the boy is one day old that he inherits and bequeaths, but a fetus who died while still in the womb does not inherit and bequeath. The reason is that we presume that the fetus died first, before its mother, and a son does not inherit through his mother while in the grave, in order to bequeath her property to his paternal brothers.

[211] The Gemara answers: This matter, i.e., the presumption that the fetus dies first, applies only in a case of natural death. In such a situation, since the fetus’s vitality is minimal, the Angel of Death’s drop of poison enters his body and cuts the two organs that must be severed in ritual slaughter, i.e.,

the windpipe and the gullet [simanim], thereby killing him before his mother. But in a case where the mother was killed, e.g., if she was executed, she dies first.

212 The Gemara asks: Is it true that the fetus always dies first when the mother dies naturally? But there was an incident where the mother died naturally and the fetus made three spasmodic motions afterward. The Gemara answers: That is just as it is with the tail of the lizard, which jerks after being severed from the lizard; it is just a spasmodic motion, which does not indicate that it is still alive.

213 § Rav Naḥman says that Shmuel says: In the case of a woman who sat on the travailing chair in the throes of labor, and died on Shabbat, one brings a knife, and tears open her abdomen, and removes the fetus, as it might still be alive, and it could be possible to save its life. The Gemara asks: But isn't it obvious that this is permitted? After all, what is the person who cuts her abdomen doing?

214 It is merely cutting flesh, and there is no reason why it should be prohibited. Rabba said: No, the halakha concerning cutting open her abdomen is necessary only to teach that it is permitted to bring a knife by way of the public thoroughfare for that purpose, despite the fact that this constitutes a prohibited labor by Torah law.

215 The Gemara asks: And what does this teach us? Does it teach that even in a case of uncertainty we desecrate Shabbat for the chance of saving a life? But we already learned this in a mishna (Yoma 83a): With regard to one upon whom a rockslide fell, and there is uncertainty as to whether he is there under the debris or whether he is not there, and there is also uncertainty as to whether he is still alive or whether he is dead, and finally there is uncertainty as to whether the person under the debris is a gentile or a Jew, one clears the pile from atop him on Shabbat.

216 The Gemara answers: It is necessary to teach that one may bring a knife in the case of a woman, lest you say that it is specifically there that one may desecrate Shabbat, as the person who was buried under the rockslide had a presumptive status of being alive and therefore he is assumed to still be alive. But here, where the child had no prior presumptive status of being alive, as he was not yet born, you might say that one may not desecrate Shabbat in order to save his life. Therefore, it is necessary for Shmuel to teach us that even here one may desecrate Shabbat for the possibility of saving the fetus's life.

217 § The mishna taught: In the case of a woman who was killed through court-imposed capital punishment, one may derive benefit from her hair. The Gemara asks: But why is it permitted? After all, a corpse and its hair are items from which deriving benefit is prohibited. Rav said that this is referring to a case where she says before she dies: Give my hair to my daughter. The Gemara asks: Is the prohibition contingent on the deceased's wishes? Were she to say: Give my hand to my daughter, would we give the hand to her?

218 Rather, Rav said: This is not referring to the actual hair of the deceased, but to a wig [pe'a nokhrit], which is not part of the deceased's body. The Gemara infers from Rav's statement that the reason it is permitted is that she said to give her wig to her daughter, thereby indicating that she did not consider it part of her body. But if she did not say to give her wig to her daughter, it is considered part of her body, and it is forbidden to derive benefit from it.

219 The Gemara explains why this implication is problematic: But didn't Rabbi Yosei, son of Rabbi Ḥanina, raise this as a dilemma? As Rabbi Yosei, son of Rabbi Ḥanina raised a dilemma: With regard to the hair of righteous women in a city whose residents were incited to idolatry and, therefore, all of

their property must be burned, what is the halakha? Is it considered their property and burned, or part of their body and not burned?

220 And Rava said: Rabbi Yosei, son of Rabbi Ḥanina, was not referring to actual hair, but rather he raised his dilemma with regard to a wig. This is difficult according to the opinion of Rav, as his ruling indicates that a wig should be considered part of a woman's body unless she stipulated otherwise. The Gemara answers: When Rabbi Yosei, son of Rabbi Ḥanina, raised his dilemma as to whether a wig is considered part of the body, he was referring specifically to a case where the wig was hanging on a peg. The dilemma is whether it is considered part of her clothing, which, like her body, is not burned, or whether it is considered like any other property of hers, since she was not wearing it at the time.

221 On the other hand, here Rav is referring to a wig that is actually attached to her. In such a case, one may correctly infer that the reason that it is permitted is that the deceased said to give her wig to her daughter, thereby indicating that she did not consider it part of her body. But if she did not say to give her wig to her daughter, it is considered to be part of her body and is prohibited.

222 This claim, that the mishna is dealing with a wig rather than natural hair, is difficult for Rav Naḥman bar Yitzḥak. He explains the difficulty: The mishna teaches the issue of the prohibition of the woman's hair as being similar to the other prohibition it mentions, that of the animal. Just as there, in the case of the animal, it is referring to deriving benefit from its body, so too here, it must be referring to benefit from her body itself, not from a wig.

223 Rather, Rav Naḥman bar Yitzḥak says: The mishna is referring to natural hair, and there is a distinction between the hair of an animal and that of a woman. In the case of this woman, it is her death that causes her to be forbidden. Therefore, the hair, which does not undergo any change when she dies, remains permitted. But in the case of that animal, the verdict causes it to be forbidden, even before it is killed. It is prohibited to derive benefit from the animal as soon as the verdict is issued. Therefore, the hair that is attached to the animal is forbidden as well.

224 Levi teaches a baraita in accordance with the opinion of Rav, and Levi also teaches a baraita in accordance with the opinion of Rav Naḥman bar Yitzḥak. The Gemara elaborates: Levi teaches a baraita in accordance with the opinion of Rav: In the case of a woman who was being taken to be killed and who said: Give my hair to my daughter, one gives it to the daughter. If she died without instructing that it be given to her daughter, one does not give it to the daughter, because it is forbidden to derive benefit from a corpse.

225 The Gemara asks: Isn't it obvious that this is the reason her hair is prohibited? The Gemara explains that this is referring not to the hair itself, but rather to a wig, and the baraita is teaching that it is forbidden to derive benefit even from the adornments of the deceased, such as a wig.

226 The Gemara further explains: It is taught in a baraita in accordance with the opinion of Rav Naḥman bar Yitzḥak, as follows: Whereas in the case of a woman who died, one may derive benefit from her hair, with regard to an animal that was put to death, it is forbidden to derive benefit from it. And what is the difference between this case and that one? In this case it is her death that causes her to be forbidden, but in that case the verdict causes the animal to be forbidden.

Chapter 2

[1] MISHNA: One cannot be charged for a valuation less than a sela, nor can one be charged more than fifty sela. How so? If one gave one sela and became wealthy, he is not required to give anything more, as he has fulfilled his obligation. If he gave less than a sela and became wealthy, he is required to give fifty sela, as he has not fulfilled his obligation.

[2] If there were five sela in the possession of the destitute person, and the valuation he undertook is more than five sela, how much should he pay? Rabbi Meir says: He gives only one sela and thereby fulfills his obligation. And the Rabbis say: He gives all five. One cannot be charged for a valuation less than a sela; nor can one be charged more than fifty sela.

[3] GEMARA: The mishna teaches: One cannot be charged for a valuation less than a sela. The Gemara asks: From where do we derive this principle? The Gemara answers: As it is written: “And all your valuations shall be according to the shekel of the Sanctuary” (Leviticus 27:25). This verse indicates that all valuations that you valuate shall not be less than a shekel, which is the equivalent of a sela. One does not fulfill his obligation by giving less than this amount.

[4] The mishna further teaches: Nor can one be charged more than fifty sela. This is the highest valuation specified in the Torah, as it is written: “Then your valuation shall be for the male from twenty years old unto sixty years old, your valuation shall be fifty shekels of silver” (Leviticus 27:3).

[5] § The mishna teaches that if there were five sela in the possession of the destitute person, Rabbi Meir says: He gives only one sela and thereby fulfills his obligation, and the Rabbis say: He gives all five. The Gemara asks: What is the reason for the opinion of Rabbi Meir? The Gemara answers: It is written with regard to a male between the ages of twenty and sixty: “Your valuation shall be fifty shekels of silver” (Leviticus 27:3), and the verses likewise specify the valuations for other individuals. And it is also written: “Your valuations shall be according to the shekel of the Sanctuary” (Leviticus 27:25). This teaches that the valuation is either fifty shekels for one who vows to donate the valuation of a man between twenty and sixty, or one shekel, if he cannot afford to pay fifty.

[6] And how do the Rabbis respond to this reasoning? According to the Rabbis, that second verse comes to teach that all valuations that you valuate shall not be less than a shekel, but in a case where the individual has more than a shekel, the verse states: “According to the means of him that vowed shall the priest value him” (Leviticus 27:8), and as he has the means to pay more than a shekel, he is required to pay the maximum that he can afford.

[7] And how does Rabbi Meir respond to this reasoning? According to Rabbi Meir, that verse comes to teach that the charge is calculated according to the means of one who took the vow and not according to the means of the one about whom the vow was made. Consequently, if a poor man vowed to donate the valuation of a rich man, the amount to be paid is calculated according to what the poor man, not the rich man, can afford. And how do the Rabbis respond to this reasoning? They would say: Doesn’t it emerge by itself that you also learn from this verse that in a case where he has the means to pay more than a shekel, you should take from him the maximum that he can afford?

[8] § The Gemara cites a ruling based upon the opinion of the Rabbis. Rav Adda bar Ahava says: If one had five sela in his possession and said: It is incumbent upon me to donate my valuation, and he then said again: It is incumbent upon me to donate my valuation, and he gave four sela for the second

vow and one sela for the first vow, he has fulfilled his obligation to pay for both of the vows. Consequently, even if he becomes wealthy, he is not required to make any further payments.

[9] What is the reason for this? There is a principle that with regard to a creditor holding a promissory note dated later than the notes of other creditors, who collected his debt before the other creditors collected theirs, whatever he has collected he has collected, and it is not expropriated from him even if the debtor does not have the means to pay back all his creditors.

[10] In this case, since at the time that he gave the four sela for the second vow, his possessions were liened for the payment of his first vow, it is as though he had no possessions at all with which to pay the second vow, and he therefore fulfilled the second vow even though he paid less than the full amount of money in his possession. Then, at the time he gave one sela for payment of the first vow, he in fact had no more than one sela, as he had given the other four sela in payment of the second vow, and therefore he fulfills his obligation by paying one sela.

[11] By contrast, if he first gave four sela for payment of the first vow and then one sela for payment of the second vow, he has fulfilled his obligation with regard to the second vow, because all he had at that stage was one sela. But he has not fulfilled his obligation with regard to the first vow, because all five sela in his possession were liened for payment of the first vow, and therefore he did not fulfill his obligation by paying only four.

[12] Rav Adda bar Ahava raises a dilemma: If one had in his possession five sela and he said: It is hereby incumbent upon me to donate my valuation twice, and consequently both obligations take effect simultaneously, what is the halakha? One can claim that since he vowed both vows simultaneously, they take effect together, and therefore he gives two and a half sela for this vow and two and a half sela for that vow; or perhaps all of the five sela are fit for this vow and all of them are also fit for that vow, and therefore he must pay five sela for each vow? The Gemara concludes: The dilemma shall stand unresolved.

[13] § The mishna teaches at its conclusion that there is no payment of valuations less than a sela; nor is there a payment greater than fifty sela. The Gemara asks: Why do I also need this statement, as this halakha was already stated at the beginning of the mishna?

[14] The Gemara answers: This additional statement teaches us that there is no payment of valuations less than a sela, but, by inference, there is a payment of valuations more than a sela. Similarly, there is no payment of valuations for a sum greater than fifty sela, but there is a payment that is less than fifty sela. And this unattributed statement of the mishna is in accordance with the opinion of the Rabbis, who maintain that if one cannot pay the full amount of the valuation, he pays however much he can afford, even if it is more than a sela, rather than paying only one sela, as stated by Rabbi Meir.

[15] MISHNA: If a woman experienced a discharge of blood and is unsure whether it was during her days of menstruation or during the eleven days that would render her a zava, the alleviation of her state of uncertainty does not occur in fewer than seven clean days, nor in more than seventeen clean days, depending on the number of days that she experiences the discharge.

[16] GEMARA: The Sages elaborated on the principle of the mishna, as taught in a baraita: With regard to a woman who had a discharge of blood and is unsure whether it was during her days of menstruation or during the eleven days that would render her a zava, who said: I saw one impure day, i.e., I had a discharge of blood for one day, the alleviation of her state of uncertainty occurs after

seventeen clean days, i.e., seventeen days without any discharge. If her discharge occurred on the first of her days of menstruation, she has another six days of menstruation followed by eleven days of ziva; if she experiences a discharge after these seventeen clean days, she has certainly returned to her days of menstruation. If the initial discharge had been on any of the other days of the seven-day followed by eleven-day cycle, she would return to her days of menstruation after fewer days, but the definitive alleviation of her uncertainty does not occur until seventeen days.

17 If she said: I saw two impure days, i.e., I had a discharge of blood for two days, the alleviation of her state of uncertainty occurs after she experiences seventeen clean days. If the two days had been at the beginning of the days of her menstrual cycle, she would begin another menstrual cycle if she experienced her next discharge after sixteen clean days. Yet, there is a possibility that the first day of her discharge was on the last of the eleven days of ziva, and the second day was on the first of the days of her menstrual cycle. In that case, she would return to the beginning of her menstrual cycle only after the six remaining days of menstruation followed by eleven additional days, for a total of seventeen.

18 If she said: I saw three impure days, i.e., I had a discharge of blood for three days, the alleviation of her state of uncertainty occurs after she experiences seventeen clean days, as it is possible that the first two days of discharge were on the last two of the eleven days of ziva, and the third day of discharge was on the first of the days of her menstrual cycle.

19 If she said: I saw four impure days, i.e., I had a discharge of blood for four days, the alleviation of her state of uncertainty occurs after she experiences sixteen clean days. This is because the longest possible interval between these days of discharge and the beginning of her next menstrual cycle would occur if the first two days of discharge were at the end of her days of ziva and the other two were at the beginning of the days of her menstrual cycle. She would then require another five days of menstruation and the eleven days of ziva, for a total of sixteen.

20 If she said: I saw five impure days, i.e., I had a discharge of blood for five days, the alleviation of her state of uncertainty occurs after she experiences fifteen clean days, to account for the possibility that the first two days of discharge occurred on the last two of the eleven days of ziva and the other three were on her days of her menstrual cycle. If she said: I saw six impure days, i.e., I had a discharge of blood for six days, the alleviation of her state of uncertainty occurs after she experiences fourteen clean days, to account for the possibility that the first two days of discharge occurred at the end of her days of ziva and the other four occurred at the beginning of her days of menstruation.

21 If she said: I saw seven impure days, i.e., I had a discharge of blood for seven days, the alleviation of her state of uncertainty occurs after she experiences thirteen clean days, to account for the possibility that the first two days of discharge occurred on the last two of the eleven days of ziva and the other five occurred at the beginning of her menstrual cycle. In that case, she would have another two days to conclude her days of menstruation, followed by the eleven days of ziva, before she would start a new menstrual cycle.

22 If she said: I saw eight impure days, i.e., I had a discharge of blood for eight days, the alleviation of her state of uncertainty occurs after she experiences twelve clean days, to account for the possibility that the first two days of discharge occurred on the last two of the eleven days of ziva and the other six occurred at the beginning of her menstrual cycle.

[23] If she said: I saw nine impure days, i.e., I had a discharge of blood for nine days, the alleviation of her state of uncertainty occurs after she experiences eleven clean days, to account for the possibility that the first two days of discharge occurred at the end of her days of ziva and the other seven occurred on the days of her menstrual cycle. In that case, she would have only the eleven days of ziva before beginning a new menstrual cycle.

[24] If she said: I saw ten impure days, i.e., I had a discharge of blood for ten days, the alleviation of her state of uncertainty occurs after she experiences ten clean days, to account for the possibility that the first two days of discharge occurred on the last two of the eleven days of ziva and the other eight occurred on the seven days of her menstrual cycle and one additional day. If she said: I saw eleven impure days, i.e., I had a discharge of blood for eleven days, the alleviation of her state of uncertainty occurs after she experiences nine clean days, to account for the worst-case scenario that the first two days of discharge occurred on the last two of the eleven days of ziva and the other nine occurred on the seven days of her menstrual cycle, followed by two additional days.

[25] If she said: I saw twelve impure days, i.e., I had a discharge of blood for twelve days, the alleviation of her state of uncertainty occurs after she experiences eight clean days, to account for the worst-case scenario that the first two days of discharge occurred on the last two of the eleven days of ziva and the other ten occurred on the seven days of her menstrual cycle and the three subsequent days. If so, she would have another eight days until the end of the full eighteen-day cycle, and when she next experiences a discharge it is the beginning of her new menstrual cycle.

[26] If she said: I saw thirteen impure days, i.e., I had a discharge of blood for thirteen days, the alleviation of her state of uncertainty occurs after she experiences seven clean days, to account for the possibility that the first two days of discharge occurred on the last two of the eleven days of ziva and the others occurred on the seven days of her menstrual cycle and the four subsequent days. If so, she would be left with only seven more days until the end of the full eighteen-day cycle, and when she next experiences a discharge it is the beginning of her new menstrual cycle.

[27] All this shows that there is no alleviation of a woman’s state of uncertainty if she had a discharge of blood and is unsure whether it was during her days of menstruation or during her days of ziva in fewer than seven clean days and in no more than seventeen clean days.

[28] Rav Adda bar Ahava said to Rabba: Why do I need all of these clean days? Let her count a mere seven clean days and be permitted to her husband. Regardless of whether the bleeding occurred during her days of menstruation or during her days of ziva, a woman can immerse in a ritual bath and become ritually pure and permitted to her husband after a maximum of seven clean days.

[29] Rabba said to him: We say that she must experience seventeen clean days only with regard to setting her right concerning her status as a menstruating woman and the alleviation of her state of uncertainty. It is true that a woman can always become permitted to her husband after seven clean days. The discussion in the mishna and baraita concerns the resolution of uncertainty about whether her next discharge of blood will render her a menstruating woman or a zava. This is significant because if she is menstruating she can become ritually pure and permitted to her husband after seven days even if none of them are clean days, whereas if the discharge occurred over one or two days during the eleven days of ziva, she becomes pure after one clean day; and if the bleeding lasts three days or more during that time, she must wait for seven clean days.

30 § The Sages taught in a baraita: All women who experience a discharge of blood and are unsure whether it is during the days of menstruation or the days of ziva are considered zavot. Therefore, they must bring the offering of a zava, in case they have this status; but it is not eaten by the priests, due to the possibility they were not actually zavot. This is the case for all women, except for a woman who experiences a discharge for thirteen consecutive days, whose alleviation of her state of uncertainty occurs after seven clean days, and for a woman who experiences a discharge for twelve consecutive days, whose alleviation of her state of uncertainty occurs after eight clean days. In those two instances, the women bring the offering of a zava and it is eaten by the priests.

31 The Gemara asks: Is that to say that all women who experience a discharge of blood and are unsure whether it is during the days of menstruation or the days of ziva are considered zavot? It is in fact unknown whether they are menstruating or are zavot. And furthermore, is a woman who experienced a discharge for one day or for two days fit to bring an offering? Only a zava who experienced a discharge for three consecutive days is required to bring an offering.

32 The Gemara answers: Rather, the baraita means that all zavot, i.e., women who experienced a discharge for three consecutive days, who are unsure whether their discharge took place during the seven days of menstruation or the eleven days of ziva, can become ritually pure after seven clean days, at which point they bring an offering, but it is not eaten by the priests. This, the baraita continues, is the case for all women except for a woman who experiences a discharge for thirteen consecutive days, whose alleviation of her state of uncertainty occurs after seven clean days, and for a woman who experiences a discharge for twelve consecutive days, whose alleviation of her state of uncertainty occurs after eight clean days. These women bring the offering of a zava and it is eaten by the priests.

33 MISHNA: There are symptoms of leprosy that a priest will immediately confirm to be ritually pure or ritually impure, and there are others for which the priest quarantines the leper in order to determine his status. With regard to leprous marks, there is no quarantine that is less than one week and none greater than three weeks.

34 GEMARA: When the mishna states that there is no period of quarantine less than one week, it is referring to leprous marks that affect a person, as the priest issues a definitive decision about leprous symptoms on an inflammation or a burn after one week (see Leviticus 13:18–28). When the mishna states: And none greater than three weeks, it is referring to leprous marks that affect houses, as there are instances when a definitive decision is rendered only after the house has been quarantined for three weeks.

35 § Rav Pappa says: In the phrase: “Your benevolence is like the mighty mountains” (Psalms 36:7), these acts of benevolence are referring to leprous marks that affect a person. When God punishes someone with benevolence, He afflicts the individual with leprous symptoms on his body that can be resolved in just one week. When the verse continues with the phrase, “Your judgments are like the great deep,” these judgments are referring to leprous marks that appear on houses, the status of which can take up to three weeks to be determined.

36 The Gemara asks: To what does the plain meaning of the aforementioned verse refer? Rav Yehuda said that the plain meaning of the verse is as follows: If not for the fact that Your benevolence is like the mighty mountains, who could withstand Your judgments, which are like the great deep? Rabba

says the verse should be understood differently: Your benevolence is like the mighty mountains, because Your judgments are like the great deep.

[37] The Gemara asks: With regard to what principle do Rav Yehuda and Rabba disagree? The Gemara answers that they disagree with regard to the dispute between Rabbi Elazar and Rabbi Yosei, son of Rabbi Ḥanina, about how God applies His attribute of "abundant in kindness" (Exodus 34:6) when He judges a person whose merits and sins are equal. As it was stated that Rabbi Elazar says: He hides away some sins and does not put them on the scale, thereby allowing the merits to outweigh the sins. Rabbi Yosei, son of Rabbi Ḥanina, says: He lifts the side of the scale that holds the sins so that the merits outweigh the sins.

[38] The Gemara explains the connection between the two disputes: Rabba holds in accordance with the opinion of Rabbi Elazar, and therefore he interprets the verse as saying that God is benevolent because He discards one's judgments, i.e., sins, by throwing them to the great deep, thereby allowing his merits to outweigh his sins. And Rav Yehuda holds in accordance with the opinion of Rabbi Yosei, son of Rabbi Ḥanina, and therefore he interprets the verse to mean that God lifts the side of merits as high as the mighty mountains, and were it not for this act of benevolence no one could stand before God's judgments, which are like the great deep.

[39] MISHNA: No fewer than four full thirty-day months may be established during the course of a year, and it did not seem appropriate to establish more than eight. The two loaves that are brought to the Temple on Shavuot are eaten by the priests not before the second and not after the third day from when they were baked. The shewbread is eaten not before the ninth day from when it was baked, which is the situation in a regular week when the bread is baked on Friday and eaten on the following Shabbat; and not after the eleventh day, when the two Festival days of Rosh HaShana occur on Thursday and Friday, as the shewbread is baked on Wednesday and not eaten until the following Shabbat.

[40] A minor boy is not circumcised before the eighth day after his birth and not after the twelfth day. Normally a newborn is circumcised on his eighth day. If he was born during twilight, which an uncertain period of day or night, he is circumcised on what would be the eighth day of his birth if he is was born at night, which is the ninth day if he was born during the day. If he was born during twilight on Shabbat eve, the circumcision cannot be performed on Friday, as he might have been born on Shabbat and therefore Friday is only the seventh day. And the circumcision cannot be on Shabbat, as perhaps he was born on Friday and only circumcision performed on the eighth day overrides Shabbat. Therefore, it is postponed until after Shabbat. If two days of Rosh HaShana occur on Sunday and Monday, the circumcision is postponed until Tuesday, the twelfth day after birth.

[41] GEMARA: The Gemara asks: What is the meaning of the statement of the mishna that it did not seem appropriate to establish more than eight? Rav Huna says: It did not seem appropriate to the Sages to extend more than eight months in a year and establish them as full, thirty-day months. The Gemara asks: What is different about nine months, in that the Sages did not deem it appropriate to establish that many full months in one year? Apparently, the Sages were concerned that if so, i.e., if there were that many full months,

[42] then the new moon of Tishrei would arrive three days before Rosh HaShana. A lunar month is twenty-nine and a half days, and therefore a twelve-month period should have six full months of thirty days and six deficient months of twenty-nine days. If there were nine full months, this would

cause subsequent months to start three days after the new moon. This in turn would lead people to deride the rabbinical court and accuse it of declaring the new month whenever it wanted, without regard for the astronomical facts. The Gemara explains its question: Now, too, when there are eight full months in one year, the new moon of Tishrei will arrive two days before Rosh HaShana, which will also cause people to disparage the court.

[43] The Gemara answers: It is as Rav Mesharshiyya says, with regard to a different question: This is referring to a case where the year before was a leap year. Here, too, one can answer that it is a case where the year before it was a leap year, and the extension of the year was accomplished with an added month of twenty-nine days. Accordingly, remove a full, thirty-day month from the calculation of the current year corresponding to the extra deficient, twenty-nine-day month of the previous year, and the result is that only seven thirty-day months have an impact on the appearance of the new moon relative to the following Rosh HaShana. The Gemara asks: But even in a year with only seven thirty-day months the new moon would still precede Rosh HaShana by one day. The Gemara answers: People do not pay attention to a difference of one day, and therefore they will not deride the court.

[44] Until this point the Gemara has discussed Rav Huna's interpretation of the mishna, that the statement: It did not seem appropriate to establish more than eight, means that the Sages did not wish to establish more than eight full months in one year. The Gemara presents an alternative opinion. Ulla says: The mishna means that it did not seem appropriate to the Sages to establish more than eight deficient, twenty-nine-day months. And the mishna is saying what the reason is for the previous statement in the mishna, as follows: What is the reason that no fewer than four full, thirty-day months may be established during a year? It is because it did not seem appropriate to the Sages to establish more than eight deficient, twenty-nine-day months, so that the shortest possible year would comprise four full months and eight deficient months.

[45] The Gemara asks: What is different about nine deficient months, in that the Sages did not deem it appropriate to have so many deficient months in one year? Apparently, the Sages were concerned that if so, i.e., if there were nine deficient months, the new moon of Tishrei would appear three days after Rosh HaShana. But now, too, if there are eight deficient months in one year, the new moon will appear two days after Rosh HaShana.

[46] The Gemara answers: It is as Rav Mesharshiyya says with regard to a different question: This is referring to a case where the year before was a leap year. Here, too, one can answer that it is a case where the year before it was a leap year, and the added month was a thirty-day month. Accordingly, remove a deficient, twenty-nine-day month from the calculation of the current year corresponding to the extra full, thirty-day month of the previous year, and the result is that only seven deficient months have an impact on the appearance of the new moon relative to the following Rosh HaShana.

[47] The Gemara asks: But even in a year with seven deficient months there is still one day between Rosh HaShana and the appearance of the new moon, and therefore people will deride the court. The Gemara answers: People will assume that the new moon was sighted by witnesses and reported to the court, and they will say: The new moon was visible yesterday but we did not pay attention and did not notice it.

[48] The Gemara asks: With regard to what principle do Rav Huna and Ulla disagree? The Gemara answers: They disagree about the length of the month added in the intercalation of the year, as it is

taught in a baraita: How many days are added in the intercalation of the year? Thirty days. Rabban Shimon ben Gamliel says: A deficient month, i.e., one of twenty-nine days. Rav Huna accepts the opinion of Rabban Shimon ben Gamliel, whereas Ulla accepts the opinion of the first tanna.

[49] The Gemara raises an objection to the opinion of Rav Huna from a baraita: The festival of Shavuot occurs only on the same day of the week as the day of waving the omer offering, i.e., the sixteenth of Nisan, which is the second day of Passover. And Rosh HaShana also occurs only on the same day of the week as the day of waving the omer offering of the preceding year, or on the day of the week that occurs on the night after the waving, i.e., the seventeenth of Nisan, which is the third day of Passover. Granted, according to the opinion of Ulla, who says that we may establish eight deficient months in a year but we may not establish eight full months in a year, you find that Rosh HaShana can occur on either of the two days mentioned in the baraita.

[50] The Gemara elaborates: There are six ends of months between the omer offering and Rosh HaShana. In an ordinary year the months alternate in length, so these six months will comprise three full and three deficient months. If so, Rosh HaShana will occur on the same day of the week as the third day of Passover. If a year has eight deficient months, one of the two extra deficient months will presumably occur in the summer, between the day of waving and Rosh HaShana, which would mean that Rosh HaShana would occur one day earlier, on the same day of the week as the second day of Passover, the day of the waving of the omer offering.

[51] And if no extra deficient months are added that year, but the standard format of alternating lengths of months, one full and one deficient, is applied, Rosh HaShana will occur on the day of the week that occurs on the night after the waving of the omer offering.

[52] But according to Rav Huna, who says: We may establish eight full, thirty-day months in a year, there are also times when you find that Rosh HaShana occurs on the night after the night after the extra day, i.e., the thirtieth of Nisan, two days after the day of the week of the omer offering. This would occur on a Rosh HaShana following a year with eight full months, i.e., two more full months than usual, when one of the extra full months would occur between Passover and Rosh HaShana. In such a case, Rosh HaShana would be delayed from occurring on the same day of the week as the third day of Passover, which is the usual situation, to the same day as the fourth day of Passover.

[53] The Gemara responds with a counter objection. Rav Huna could say to you: And does the baraita really work out well according to Ulla? Even according to Ulla, it is eight full months that we may not establish in one year, but we may establish seven full months in a single year, one more than the usual. Consequently, there may be times when we do not establish the extra full month in the winter, but we establish it in the summer, between Passover and Rosh HaShana. In such a case, Rosh HaShana would be two days after the day of the week of the omer offering. Consequently, even according to Ulla, the baraita should have mentioned this possibility.

[54] Rather, in accordance with whose opinion is this baraita? It is in accordance with Aḥerim, as it is taught in a baraita: Aḥerim say that the difference between Shavuot of one year and Shavuot of the following year, and similarly, the difference between Rosh HaShana of one year and Rosh HaShana of the following year, is only four days of the week. In an ordinary year, when full and deficient months alternate, there are 354 days. Therefore, every year is exactly fifty weeks and four days long, which means that any calendar date one year would occur four days later in the week in the following

year. And if it was a leap year, in which case the year contains 383 days, or fifty-four weeks and five days, there is a difference of five days between them.

[55] The Gemara asks: Ultimately, the baraita remains difficult, because according to Aḥerim you do not find that Rosh HaShana ever occurs on the same day of the week as the day of waving the omer offering. This is because Aḥerim maintain that the months always alternate between full and deficient months and therefore there is never an additional full month between Passover and Rosh HaShana.

[56] Rav Mesharshiyya said in response: Rosh HaShana can occur on the same day of the week as the day of the omer offering, in a case where it was a leap year and the intercalated month added to create the leap year was thirty days. This would cause Rosh HaShana to occur six days of the week later than the year before, but Aḥerim maintain that it must occur exactly five days of the week later. Consequently, one of the months after Passover must be changed from a full month to a deficient one: Remove from the calculation one full month after Passover corresponding to the extra full month added before Passover in order to ensure that Rosh HaShana occurs five days of the week later than the previous year. This ensures that you will find a case where Rosh HaShana occurs on the same day of the week as the day of waving the omer offering.

[57] Rav Adda bar Ahava said to Rava: Did Aḥerim come to teach us the number of days between one Rosh HaShana and the next? Why didn’t Aḥerim simply say that the months of the year always alternate between full and deficient months, and the calculation of the number of days between the Festivals in one year and the next would be obvious? Rava answered: This statement of Aḥerim teaches us that we do not need to take into consideration the possibility that it is a mitzva to sanctify the new month according to the sighting of the new moon. Rather, if the order of the months dictates that a new month should be deficient, the start of the following month may be declared despite the fact that the new moon has not been sighted.

[58] Ravina objects to the opinion of Aḥerim for a different reason: But how is it possible that there is always a difference of four weekdays between one Rosh HaShana and the next? The length of a lunar month is not precisely twenty-nine and a half days, but twenty-nine days, twelve hours and 793/1080 of an hour. This extra fraction beyond twenty-nine and a half days is compounded month after month and year after year, and as a result, eventually there is an additional day that must be added to the calendar every three years due to the accumulation of hours, and an additional day that must be added every thirty years due to a further accumulation of the extra parts of an hour. The Gemara answers: Since these days do not appear on the calendar every year, the baraita did not account for them.

[59] § The Gemara returns to the dispute between Rav Huna and Ulla over the interpretation of the mishna. And Shmuel also holds in accordance with the opinion of Rav Huna, that it is permitted to establish eight full months in a year, as Shmuel says: The year in a lunar calendar has no less than 352 days, and no more than 356 days.

[60] How so? An ordinary year, consisting of alternating full and deficient months, consists of 354 days. If two months that are generally deficient are made full, there are three hundred and fifty-six days in the year. If two months that are generally full are made deficient, there are three hundred and fifty-two days in the year. If the months alternate as usual, one full and one deficient, there are three hundred and fifty-four days in the year. This shows that according to Shmuel it is permitted to change two months from deficient to full months, which leads to a total of eight full months in one year.

[61] The Gemara raises an objection against Shmuel from a baraita. If one says: I am hereby a nazirite for a duration that is like the number of days in a solar year, he counts 365 days for his term of naziriteship, corresponding to the number of days in a solar year. If he says: Like the days in a lunar year, i.e., a year comprising twelve lunar months, he counts 354 days for his term of naziriteship, corresponding to the number of days in a lunar year. The Gemara explains the objection: And if it is so, that there can be eight full months in a year, there are times when you find that a lunar year has three hundred and fifty-six days. Why, then, shouldn't the period of naziriteship last for 356 days?

[62] The Gemara explains: The halakha is that with regard to vows, you follow the ordinary language of people. The meaning of a vow is understood in accordance with the way its words are used in common speech. And when people speak of a lunar year, they are generally referring to one that is the length of most years, i.e., 354 days.

[63] The Gemara adds: And Rabbi Yehuda HaNasi also holds in accordance with the opinion of Rav Huna, that it is permitted to establish eight full months in one year. As it is taught in a baraita: There was an incident in which Rabbi Yehuda HaNasi established nine deficient months in one year, and nevertheless the new moon was sighted in its proper time, on Rosh HaShana, and not later. And Rabbi Yehuda HaNasi expressed astonishment and said: We made nine months deficient in one year and yet the new moon was sighted in its proper time. How could this be? Rabbi Shimon, son of Rabbi Yehuda HaNasi, said before him: Perhaps last year was a leap year

[64] and the month that was intercalated, added for the leap year, was thirty days, and last year we turned two months that are generally deficient into full months, which meant that it had eight full months instead of the usual six. Consequently, remove from consideration the three months that were made deficient this year corresponding to the three extra months that were made full last year, and the moon is restored to its place, i.e., it is properly aligned with the months. Rabbi Yehuda HaNasi said to him: Lamp of Israel! Indeed, so it was.

[65] MISHNA: No fewer than twenty-one trumpet blasts are sounded daily in the Temple, as each day three blasts were sounded for the opening of the gates in the morning, nine for the daily morning offering, and nine for the daily afternoon offering, totaling twenty-one. And no more than forty-eight are ever sounded on a single day. This would occur on the Friday of Sukkot, when they would sound an additional twelve blasts during the ritual of drawing the water for the water libation; nine for the additional offerings; three to signal the population to cease their work before Shabbat; and three more to mark the beginning of Shabbat.

[66] When accompanying their song with instruments, the Levites do not use fewer than two lyres and do not use more than six. When flutes are played, they do not use fewer than two flutes and do not use more than twelve. And there are twelve days during the year when the flute plays before the altar: At the time of the slaughter of the first Paschal offering, on the fourteenth of Nisan; and at the time of the slaughter of the second Paschal offering, on the fourteenth of Iyyar; and on the first festival day of Passover; and on the festival of Shavuot; and on all eight days of the festival of Sukkot. And one would not play with a copper flute; rather, one would play with a flute of reed, because its sound is more pleasant. And one would conclude the music only with a single flute, because it concludes the music nicely.

[67] The Temple musicians were slaves of priests; this is the statement of Rabbi Meir. Rabbi Yosei says: The musicians were not slaves, but Israelites from the family of the house of Pegarim and the

family of the house of Tzippara from the city of Emaum, and their lineage was sufficiently pure that they would marry their daughters to members of the priesthood. Rabbi Ḥanina ben Antigonus says: They were Levites.

[68] GEMARA: The mishna teaches that no fewer than twenty-one trumpet blasts are sounded daily in the Temple and no more than forty-eight. The Gemara notes: The mishna is not in accordance with the opinion of Rabbi Yehuda, as it is taught in a baraita that Rabbi Yehuda says: One may not blow fewer than seven blasts, and one may not blow more than sixteen blasts.

[69] The Gemara asks: With regard to what principle do the tanna of the mishna and Rabbi Yehuda disagree? The Gemara explains that Rabbi Yehuda holds: A series of blasts consisting of tekia, terua, tekia is counted as one unit. And the Rabbis hold: A tekia is counted as a discrete unit and a terua is also counted as a discrete unit, and the final tekia is again counted as a discrete unit. They agree with regard to the sequence and the number of the blasts; their disgreement is only with regard to how the blasts are tallied.

[70] The Gemara asks: What is the reasoning of Rabbi Yehuda? As it is written in the verse: “And you shall sound [utkatem] a terua” (Numbers 10:5), and it is written: “A terua they will sound [yitke’u]” (Numbers 10:6). Conclude from the fact that the Torah uses a verb from the root tekia when referring to a terua that a tekia, terua, and tekia together constitute one unit. And how do the Rabbis interpret these verses? They explain that these verses come to teach that each terua blast is accompanied by a plain blast, a tekia, preceding it and another plain blast following it.

[71] The Gemara asks: And what is the reasoning of the Rabbis? As it is written: “And when congregating the people you shall sound a tekia and shall not sound a terua” (Numbers 10:7). And if it enters your mind that a series of tekia, terua, and tekia are considered one unit, would the Merciful One say to perform only half a mitzva? Rather, each sound constitutes a separate mitzva. The Gemara asks: And how does Rabbi Yehuda explain this verse? The Gemara answers: That single tekia mentioned in the context of congregating the people was blown merely as a signal to the people to assemble, not for the purpose of fulfilling a mitzva, which, in Rabbi Yehuda’s opinion, always comes in units of three sounds.

[72] The Gemara asks: In accordance with whose opinion is that which Rav Kahana said? As Rav Kahana said: There is to be no pause between a tekia and a terua at all, but rather they are sounded in one continuous series of blasts. In accordance with whose opinion is this statement? It is in accordance with the opinion of Rabbi Yehuda. The Gemara asks: Isn’t that obvious? Why was it necessary to point this out?

[73] The Gemara answers: It is not obvious that Rav Kahana’s statement is in accordance with the opinion of Rabbi Yehuda. Lest you say that Rav Kahana comes to teach his halakha even in accordance with the opinion of the Rabbis, and that he is coming to exclude only the opinion of Rabbi Yoḥanan, who says: If one heard nine blasts in nine different hours on the day of Rosh HaShana, despite the considerable gap between them, he has fulfilled his obligation. One might have thought that Rav Kahana meant only that there should not be such long gaps between the sounds. Therefore, the Gemara teaches us that Rav Kahana’s ruling is in accordance with the opinion of Rabbi Yehuda, as he does not allow any pause at all between the shofar blasts.

[74] The Gemara asks: And how do you know that this was Rav Kahana’s intent? One can say it is indeed so, that Rav Kahana holds in accordance with the opinion of the Rabbis and he merely

excludes the opinion of Rabbi Yoḥanan. The Gemara answers that if so, what is the meaning of the phrase “at all” when Rav Kahana said that there is no pause between a tekia and a terua at all? This phrase indicates that Rav Kahana does not allow even a slight pause between blasts, which is in accordance with the opinion of Rabbi Yehuda.

[75] § The mishna teaches that there are twelve days during the year when the flute plays before the altar, and it proceeds to list them. The Gemara asks: What is different about these days enumerated in the mishna that the flute is played before the altar specifically on those occasions? The Gemara answers: They are unique, since these are the days on which the individual completes the full hallel.

[76] As Rabbi Yoḥanan says in the name of Rabbi Shimon ben Yehotzadak: There are eighteen days a year on which the individual completes the full hallel: The eight days of the festival of Sukkot, including the Eighth Day of Assembly; and the eight days of Hanukkah; and the first festival day of Passover; and the festival day of Assembly, i.e., Shavuot. And in the Diaspora, where a second day is added to each Festival due to uncertainty over the precise date, there are twenty-one days: The nine days of the festival of Sukkot; and the eight days of Hanukkah; and the first two festival days of Passover; and the two festival days of Assembly, i.e., Shavuot.

[77] The Gemara asks: What is different about the festival of Sukkot, that we say hallel every day, and what is different about Passover, that we do not say hallel

[78] every day, but only on the first day? The Gemara answers: The days of the festival of Sukkot are distinct from one another with regard to their additional offerings, as the number of bulls offered changes each day of Sukkot (see Numbers 29:12–38). Since each day is unique, the full hallel is recited on each day. By contrast, the days of Passover are not distinct from one another with regard to their additional offerings (see Numbers 28:24), and therefore the full hallel is recited only on the first day, which is the first day on which the additional offerings for a Festival are sacrificed.

[79] The Gemara objects: On Shabbat, which is also distinct from the other days of the week with regard to its additional offerings, let us say hallel. The Gemara explains: Shabbat is not called an appointed day in the Torah, and hallel is recited only on days that are referred to in the Torah as appointed days (see Leviticus 23:4), which are days of rejoicing.

[80] The Gemara objects: On the New Moon, which is called an appointed day, let us say hallel. The Gemara explains: The New Moon is not sanctified with regard to the prohibition against the performance of labor, and hallel is recited only on a day that is sanctified, as it is written: “You shall have a song as in the night when a festival is sanctified” (Isaiah 30:29), which indicates that a night that is sanctified as a Festival, which includes a prohibition of labor, requires song, but one that is not sanctified as a Festival does not require song.

[81] The Gemara objects: On Rosh HaShana and Yom Kippur, which are called an appointed day and also are sanctified with regard to the prohibition against the performance of labor, let us say hallel. The Gemara explains: Hallel is not recited on those days due to the statement of Rabbi Abbahu.

[82] As Rabbi Abbahu said that the ministering angels said before the Holy One, Blessed be He: Master of the Universe, for what reason do the Jewish people not recite songs of praise, i.e., hallel, before You on Rosh HaShana and on Yom Kippur? He said to them: Is it possible that while the King is sitting on the throne of judgment and the books of life and the books of death are open before Him,

the Jewish people would be reciting joyous songs of praise before Me? Rosh HaShana and Yom Kippur are somber days of judgment whose mood is incompatible with the recitation of hallel.

[83] The Gemara objects: But what about Hanukkah, which has neither this or that, i.e., there is no special offering on it, nor is labor prohibited, and yet one says hallel. The Gemara explains: Hallel is recited on Hanukkah not because of its status as a Festival, but because of the miracle that occurred on those days. The Gemara objects: If so, on Purim, when there is also this factor, i.e., a miracle occurred on that day, let us say hallel. Rabbi Yitzḥak said: Hallel is not recited on Purim because one does not recite a song of praise for a miracle that occurred outside of Eretz Yisrael.

[84] Rav Naḥman bar Yitzḥak objects to this explanation: But there is the exodus from Egypt, which was a miracle that took place outside of Eretz Yisrael, and yet we say hallel on Passover night in commemoration of it? The Gemara responds that this is as it is taught in a baraita: Until the Jewish people entered Eretz Yisrael, all lands were deemed fit for songs of praise to be recited for miracles performed within their borders, as all lands were treated equally. But once the Jewish people entered Eretz Yisrael, that land became endowed with greater sanctity, and all the other lands were no longer deemed fit for songs of praise to be recited for miracles performed within them.

[85] Rav Naḥman says an alternative answer as to why hallel is not recited on Purim: The reading of the Megilla, i.e., the Scroll of Esther, is equivalent to reciting hallel. Rava says a third reason: Granted, hallel is said there, when recalling the exodus from Egypt, as after that salvation one can recite the phrase in hallel: “Give praise, O servants of the Lord” (Psalms 113:1), since after the Israelites’ servitude to Pharaoh ended with their salvation, they were truly servants of the Lord and not servants of Pharaoh. But can it be said here, after the salvation commemorated on Purim: “Give praise, O servants of the Lord,” which would indicate that after the salvation the Jewish people were only servants of the Lord and not servants of Ahasuerus? Not so, as even after the miracle of Purim, we are still the servants of Ahasuerus, since the Jews remained in exile under Persian rule.

[86] The Gemara objects: And according to the opinion of Rav Naḥman, who says that the reading of the Megilla itself is an act of reciting hallel, there is a difficulty: Isn’t it taught in a baraita: Once the Jewish people entered Eretz Yisrael, that land became endowed with greater sanctity, and all the other lands were no longer deemed fit for songs of praise to be recited for miracles performed within them. How, then, may one recite a form of hallel by reading the Megilla? The Gemara answers: He maintains that once the people were exiled from Eretz Yisrael, the other lands returned to their initial suitability, and were once again deemed fit for reciting hallel, in commemoration of miracles performed within them.

[87] § The mishna teaches: And one would not play a copper flute [abuv]; rather, one would play a flute [abuv] of reed, because its sound is pleasant. The Gemara asks: The mishna opens by referring to flutes and calls them ḥalil and then concludes by referring to playing an abuv. Rav Pappa said: A ḥalil is the same as an abuv. Its original name was abuv; and why does the mishna call it a ḥalil? The reason is that its sound is sweet [ḥali].

[88] The Sages taught in a baraita: There was a flute in the Temple; it was smooth and it was thin, i.e., its sides were thin; it was made from reed, and it was in existence from the days of Moses. The king issued a command and they plated the flute with gold, but then its sound was not as pleasant as it was previously. They therefore removed its plating and its sound was then as pleasant as it was before. Similarly, there was a cymbal in the Temple; it was made from copper and its sound was pleasant. It

became damaged and the Sages sent for and brought artisans from Alexandria in Egypt and they repaired it, but its sound was not as pleasant as before. They removed the materials with which the cymbal had been repaired and its sound was then as pleasant as it had been before the repair.

89 There was a mortar in the Temple; it was made of copper and it was from the days of Moses, and it was used to compound the spices for the incense. It became damaged and they brought artisans from Alexandria in Egypt and they repaired it, but it did not compound the spices as well as it had before. They removed the materials with which the mortar had been repaired and it then compounded the spices as it had before it was repaired.

90 The baraita concludes: These two copper vessels, the cymbal and the mortar, were remnants from the First Temple and they were damaged and they could not be repaired in an effective manner. And it was with regard to the copper vessels constructed for the First Temple that David said: “All these vessels, which Hiram made for King Solomon, in the House of the Lord, were of burnished brass” (I Kings 7:45), and, in a parallel verse, “bright brass” (II Chronicles 4:16). And with regard to these two items it states in the verse describing the vessels that Ezra brought to Jerusalem: “And vessels of fine golden brass, two, precious as gold” (Ezra 8:27).

91 Rav and Shmuel disagree as to the meaning of the phrase: Two, precious as gold. One said: Each and every one of these brass vessels was as valuable as two vessels made from gold. And the other one said: The two of them together were as valuable as one vessel made from gold. Similarly, Rav Yosef teaches the following explanation found in a baraita: The two of them together were as valuable as one vessel made from gold.

92 The Gemara cites another explanation of the verse in Ezra. It is taught in a baraita that Rabbi Natan says: The cymbals and mortars were pairs, i.e., there were two cymbals and two mortars, as it is stated in the aforementioned verse “two”; do not read it as two [shenayim], but as pairs [sheniyyim].

93 § Rabban Shimon ben Gamliel teaches in a baraita: The Siloam pool used to spurt forth water through an opening with a diameter like that of an issar coin.The king issued a command and they widened the opening so that its waters would increase, but the waters actually decreased. And they subsequently decreased the size of the opening again and it once again spurted forth water as it had before. All this serves to uphold that which is stated in the verse: “Let not the wise man glory in his wisdom, neither let the mighty man glory in his might” (Jeremiah 9:22), i.e., man should not think that he can accomplish anything he wishes.

94 And likewise Rabban Shimon ben Gamliel would say, with regard to the musical instruments in the Temple: There was no hirdolim in the Temple. The Gemara asks: What is a hirdolim? Abaye said: It is a hydraulic organ. It was not used in the Temple because its sound is pleasant but it disrupts the melody.

95 Rava bar Sheila said that Rav Mattana said that Shmuel said: There was an instrument called magreifa in the Temple.

96 There were ten holes in it and each and every one would emit ten types of tone. It therefore emerges that the entire instrument emitted one hundred types of tone. It was taught in a baraita: The magreifa was one cubit wide and one cubit tall, and a handle protruded from it. It was hollow and there were ten holes in it and each one would produce one hundred types of tone. It therefore

emerges that that the entire instrument emitted one thousand types of tone. Rav Naḥman bar Yitzḥak said: And your mnemonic to remember which of these two statements was said by Shmuel and which was taught in a baraita is that the baraita expresses itself with exaggeration, as it is common for baraitot to exaggerate numbers.

97 § The mishna teaches that the Temple musicians were slaves of priests according to Rabbi Meir, whereas according to Rabbi Yosei they were Israelites of pure lineage, and according to Rabbi Ḥanina ben Antigonus they were Levites. The Gemara suggests: Let us say that they disagree about this; that the one who says they were slaves holds that the primary component of song in the Temple service is singing with the mouth, and the instrumental music was performed merely to sweeten the sound of the singing. Since the instrumental music is mere accompaniment, it could be performed by slaves. And the one who says that the musicians were Levites holds that the primary component of song in the Temple service is the music played with instruments. Therefore, the musicians had to be Levites, who were tasked with the song that was part of the Temple service.

98 The Gemara responds: And can you understand the disagreement in this manner? According to this suggestion, what does Rabbi Yosei, who says that the musicians were Israelites of pure lineage, hold? If he holds that the primary component of song in the Temple service is singing with the mouth, then it should be sufficient if slaves play the instruments. Why would he require Israelites of pure lineage? And if he holds that the primary component of song in the Temple service is the music played with instruments, we should require Levites to play the instruments.

99 The Gemara responds: Actually, Rabbi Yosei holds that the primary component of song in the Temple service is singing with the mouth. And here, the tanna’im disagree about whether the musicians in the Temple may be elevated from the musical platform to the presumptive status of pure lineage with regard to marriage and eligibility to receive Levitical tithes.

100 The one who says that the musicians were slaves holds that people cannot be elevated from the Temple musical platform to the presumptive status of pure lineage with regard to marriage and eligibility to receive tithes. The one who says that the musicians were Levites holds that one elevates from the platform both to the presumptive status of pure lineage and eligibility to receive tithes. And according to the one who says that the musicians were Israelites, he holds that one elevates from the platform to the presumptive status of pure lineage but not with regard to the eligibility to receive tithes.

101 § The Sages taught in a baraita: The song that the Levites sing while a communal offering is being sacrificed is an indispensable component of the offering, which means that if the Levites did not sing, the offering is invalid. This is the statement of Rabbi Meir. And the Rabbis say: It is not indispensable.

102 The Gemara asks: What is the reasoning of Rabbi Meir, i.e., from where does he derive his opinion? The Gemara answers: It is as the verse states: “And I have given the Levites, they are given to Aaron and to his sons from among the children of Israel, to do the service of the children of Israel in the Tent of Meeting, and to make atonement for the children of Israel” (Numbers 8:19). The verse compares the atonement for the Jewish people, which is caused by the sprinkling of the blood of offerings on the altar, to the service of the Levites, which is their singing. This teaches that just as the atonement caused by the sprinkling of the blood is an indispensable component of the offering, so too the song of the Levites is indispensable.

[103] The Gemara asks: And what do the Rabbis derive from the comparison in this verse? The Gemara answers: That comparison serves to teach another halakha, which was stated by Rabbi Elazar, as Rabbi Elazar says: Just as the atonement achieved by the sprinkling of the blood must take place during the day, so too the song must be sung during the day.

[104] Rav Yehuda said that Shmuel said: From where is it derived that the basic requirement to accompany communal offerings with song applies by Torah law? As it is stated with regard to a Levite who serves in the Temple: “Then he shall serve with the name of the Lord his God” (Deuteronomy 18:7). What is this service that is performed with the name of God? You must say that this is the song, in which the Levites mention and praise the name of God.

[105] The Gemara objects: But you can say that this service with the name of God is referring to the lifting of the hands for the Priestly Benediction, which also includes the mention of the name of God. If so, the verse is referring to priests, not ordinary Levites. The Gemara responds: From the fact that it is written: “At that time the Lord separated the tribe of Levi…to serve Him, and to bless in His name” (Deuteronomy 10:8), it can be derived by inference that the Priestly Benediction is not considered service, as the verse mentions service and the Priestly Benediction as distinct rituals.

[106] Rav Mattana said that the source for the requirement to accompany the Temple offerings with song is derived from here: “Because you did not serve the Lord your God with joyfulness, and with goodness of heart” (Deuteronomy 28:47). What is this service of God that is performed with joyfulness and with goodness of heart? You must say that this is song. The Gemara objects: But you can say that this service is studying the words of Torah, as it is written: “The precepts of the Lord are upright, rejoicing the heart” (Psalms 19:9). The Gemara explains: Torah is indeed called a matter that rejoices the heart, but it is not called “goodness.”

[107] The Gemara objects: But you can say that the joyful service of God referred to above is the bringing of the first fruits, as it is written in that context: “And you shall rejoice in all the goodness that the Lord your God has given you” (Deuteronomy 26:11). The Gemara answers: Bringing the first fruits is indeed called goodness, but it is not called something that involves goodness of heart.

[108] The Gemara discusses a related matter. Rav Mattana says: From where is it derived that bringing the first fruits to the Temple requires the accompaniment of song? The Gemara answers: It is derived from here, i.e., from the requirement to accompany communal offerings with song, by means of a verbal analogy of the word goodness in the verse “And with goodness of heart” and the word goodness in the verse “You shall rejoice in all the goodness.”

[109] The Gemara asks: Is that so? But doesn’t Rabbi Shmuel bar Naḥmani say that Rabbi Yonatan said: From where is it derived that songs of praise in the Temple are recited only over the wine libation accompanying the sacrifice? As it is stated: “And the vine replied: Should I leave my wine, which gladdens God and man, and go and wave above the trees” (Judges 9:13). If it is clear that wine gladdens people, in what way does it gladden God? Rather, derive from here that songs of praise in the Temple are recited only over the wine of libation, and it is this song that gladdens God. This is difficult, as since there is no wine libation associated with the bringing of first fruits, how can it be accompanied by song?

[110] The Gemara answers: You can find cases where the first fruits are brought in the form of wine, as Rabbi Yosei teaches: The verse states with regard to the first fruits: “You shall take of the first of all the fruit of the ground, which you shall bring in from your land” (Deuteronomy 26:2). Since the

verse mentions “fruit,” you must bring the actual fruit as your first fruits offering, and you may not bring it in the form of beverages. If one brought grapes and he had already pressed them into wine, from where is it derived that he has fulfilled his obligation of offering his first fruits? The verse states: “You shall bring in from your land.” This apparently superfluous phrase comes to teach that if one brings wine for the mitzva of first fruits, he has fulfilled his obligation.

111 The Gemara presents another source for the requirement that the song of the Levites must accompany the sacrificial service in the Temple. Ḥizkiyya says that this obligation is derived from here: “And Chenaniah, chief of the Levites…he was master of lifting, because he was skillful” (I Chronicles 15:22). Do not read it as “he was master [yasor] of lifting,” but as: He shall sing [yashir] with the lifting of his voice.

112 The Sage named Balvatei said that Rabbi Yoḥanan said that the requirement for the Levites to accompany the Temple offerings with song is derived from here: The verse states with regard to the Levites: “Every one that entered in to do the work of service” (Numbers 4:47). What is work that must be performed in conjunction with another service? You must say that this is song.

113 Rabbi Yitzḥak says that the requirement to accompany the Temple offerings with song is derived from here: “Sing aloud to God…Take up the melody, and sound the timbrel, the sweet harp with the lyre” (Psalms 81:2–3). Rav Naḥman bar Yitzḥak said that the obligation is derived from here: “Those yonder lift up their voice, they sing for joy; for the majesty of the Lord they shout from the sea” (Isaiah 24:14).

114 And a tanna cites a derivation for the requirement for the Levites to accompany the Temple offerings with song from here: “But unto the sons of Kohath he gave none, because the service of the holy things belonged to them: They bore them [yisa’u] upon their shoulders” (Numbers 7:9). By inference from that which is stated, “upon their shoulders,” don’t I know that they bore them? Why must the verse state “yisa’u”? The term “yisa’u” is not stated here in its meaning of “they bore them,” but rather as an expression of song. And similarly, the verse states: “Take up [se’u] the melody, and sound the timbrel,” and another verse states: “They lift up [yisu] their voice, they sing for joy.”

115 Ḥananya, son of Rabbi Yehoshua’s brother, says that the requirement for the Levites to sing in the Temple is derived from here: “Moses spoke, and God answered him with a voice” (Exodus 19:19).

116 This indicates that God responded to Moses, who was a Levite, by commanding him about matters pertaining to the voice, i.e., that the Levites must accompany the sacrifices with song. Rav Ashi says that the obligation for the Levites to sing in the Temple is derived from here: “It came to pass, when the trumpeters and singers were as one, to make one sound to be heard in praising and thanking the Lord” (II Chronicles 5:13). This indicates that just as there is a requirement for trumpets to be sounded during the sacrifice of communal offerings (see Numbers 10:10), there is likewise a requirement for the Levites to sing.

117 Rabbi Yonatan says that the requirement for the Levites to sing in the Temple is derived from here: The Torah commands the priests with regard to the Levites: “They shall not come near the altar, that they die not, neither they nor you” (Numbers 18:3). The verse equates the Levites with the priests, indicating that just as you, the priests, are obligated to perform the service on the altar, so too they, the Levites, are obligated to perform a service pertaining to the altar, i.e., the song that accompanies the offerings.

[118] A derivation of halakhot based on the comparison between priests and Levites in this verse is also taught in a baraita: It is stated: “That they die not, neither they nor you.” This indicates that if you, the priests, perform their duties, i.e., the Levites’ duties, or they, the Levites, perform yours, e.g., the sacrificial rites, the perpetrator is liable to receive death at the hand of Heaven. But if they, the Levites, perform a function that belongs to a different group of Levites, but is nevertheless a duty of theirs, i.e., the Levites in general, e.g., if Levites assigned to open and close the gates of the Temple decide instead to sing, they are not punished with death; rather, they have merely violated a prohibition.

[119] Abaye said: We hold that a Levite designated to serve as a singer who instead served in another Levite’s position as a gatekeeper is liable to be put to death, as it is stated: “And those that were to pitch tent before the Tabernacle eastward, before the Tent of Meeting toward the sunrising, were Moses and Aaron and his sons, keeping the charge of the Sanctuary, for the charge of the children of Israel; and the stranger that drew near was to be put to death” (Numbers 3:38). What is the meaning of the term “stranger” in this verse? If we say it is referring to an actual stranger, i.e., a non-Levite, isn’t it written already on another occasion that he is liable to be put to death (see Numbers 3:10)? Rather, this is not its meaning; instead, it is referring to one who is a Levite but is a stranger to that service.

[120] The Gemara raises an objection to Abaye’s statement from a baraita: A singer who served as a gatekeeper and a gatekeeper who sang are not punished with death; rather, they have merely violated a prohibition.

[121] The Gemara explains that this matter is a dispute between tanna’im, as it is taught in a baraita: There was an incident involving Rabbi Yehoshua bar Ḥananya, a Levite, who went to Rabbi Yoḥanan ben Gudgeda, also a Levite, in order to assist in closing the doors of the Temple. Rabbi Yoḥanan ben Gudgeda said to him: My son, go back, as you are among the singers and not among the gatekeepers.

[122] The Gemara analyzes the baraita: What, is it not the case that these two Levite Sages disagree about this, that one Sage, Rabbi Yoḥanan ben Gudgeda, holds that if a Levite who is a singer closes the gate by himself, it is a prohibition punishable by death, and therefore the Sages decreed that a Levite who is a singer should not even assist the gatekeepers in closing the gates; and one Sage, Rabbi Yehoshua bar Ḥananya, holds that it is a prohibition that is not punishable by death, and therefore the Sages did not decree that a Levite who is a singer should not assist the gatekeepers in closing the gates?

[123] The Gemara responds: No, that is not necessarily the correct analysis of the baraita. Rather, everyone agrees that one Levite performing another Levite’s task by himself is a prohibition that is not punishable by death. One Sage holds that the Sages nevertheless decreed that a Levite who is a singer should not even assist the gatekeepers, and one Sage holds that the Sages did not decree that a Levite who is a singer should not assist the gatekeepers in closing the gates.

[124] § Rabbi Avin raises a dilemma: Does a communal voluntary burnt offering require an accompanying song or does it not require song? He explains the two sides of the dilemma: The Merciful One states in the Torah: “You shall blow with the trumpets over your burnt offerings” (Numbers 10:10). Does the term “burnt offerings” include both an obligatory burnt offering and a voluntary burnt offering, or perhaps the Merciful One is saying that the trumpets and song must

accompany the burnt offerings of the entire Jewish people, i.e., they must be burnt offerings that are an obligation of the people?

125 The Gemara suggests: Come and hear a proof from a verse: “And Hezekiah commanded to offer the burnt offering upon the altar, and when the burnt offering began, the song of the Lord began also, and the trumpets, together with the instruments of David king of Israel…And Hezekiah the king and the princes commanded the Levites to sing praises unto the Lord” (II Chronicles 29:27–30). The Gemara analyzes the description of this service: This song, what was its purpose? If we say that it accompanied an obligatory burnt offering that was brought on that day, why did they have to seek authorization from Hezekiah? Why did Hezekiah need to issue a specific command that they should accompany this offering with song? Rather, is it not the case that this song served to accompany the voluntary burnt offering that Hezekiah brought on that day?

126 Rav Yosef said: No, that day was a New Moon, and it was the additional burnt offering of the New Moon, an obligatory burnt offering, that was accompanied by the song. As for the need for Hezekiah’s approval, the explanation is as follows: It was the thirtieth day following the previous New Moon, and they were asking him if the current New Moon was established in its time, i.e., on that day, so that the burnt offering of the New Moon should be sacrificed, or if the New Moon had not been declared on that day. Hezekiah clarified that the court had declared the New Moon, and therefore they should sacrifice the offering.

127 Abaye said to Rav Yosef: And how can you say that that day was the New Moon? Isn’t it written: “On the sixteenth day of the first month” (II Chronicles 29:17), and later, in that context, it states: “And Hezekiah commanded to offer the burnt offering upon the altar”?

128 Rather, Rami, son of Rav Yeiva, said: The question they were asking Hezekiah referred to the obligatory, communal burnt offering lamb that comes with the omer, i.e., the barley offering brought on the sixteenth of the first month, Nisan. They asked: Was the New Moon of Nisan established in its correct time, which means that it is now in fact the sixteenth of Nisan and the omer offering and the lamb brought with it should be sacrificed, or was it not really the sixteenth of Nisan?

129 Rav Avya objects to this explanation: How is it possible that they were unsure whether it was the sixteenth of Nisan? Let them see how the Paschal offering was performed on the fourteenth of Nisan and how matza was eaten the following night. The day of the sixteenth of Nisan could easily be determined from when those mitzvot were performed.

130 Rather, Rav Ashi said: They asked permission from Hezekiah before sacrificing the lamb that comes with the omer offering, just as it is with regard to a prayer leader, who, as a gesture of respect, asks permission from the congregation before leading them in prayer. Likewise, the people asked permission from Hezekiah as a formal gesture of respect, not because they required his advice. The Gemara notes: Now that you have arrived at this explanation, you may even say that it was a common obligatory burnt offering, e.g., the daily offering, and they asked permission of Hezekiah before sacrificing it, just as it is with regard to a prayer leader, who asks permission from the congregation before leading it in prayer.

131 The Gemara has still not proven whether or not a communal voluntary burnt offering must be accompanied with song. The Gemara suggests: Come and hear a proof from the following baraita. Rabbi Yosei says: A fortunate matter is brought about on an auspicious day, and a deleterious matter on an inauspicious day.

[132] As the Sages said: When the Temple was destroyed for the first time, that day was the Ninth of Av, a date on which several calamities had already occurred; and it was the conclusion of Shabbat, i.e., it was on the day after Shabbat, a Sunday; and it was the year after a Sabbatical Year; and it was the week of the priestly watch of Jehoiarib; and the priests and Levites were standing on their platform and singing song. And what song were they singing? They were singing the verse: "And He brought upon them their own iniquity, and He will cut them off in their own evil" (Psalms 94:23). And they did not manage to recite the end of that verse: "The Lord our God will cut them off," before gentiles came and conquered them. And likewise, the same happened when the Second Temple was destroyed.

[133] The Gemara analyzes the baraita: This song, what was its purpose? If we say that it accompanied an obligatory burnt offering, was there any obligatory communal burnt offering sacrificed at that time? The daily offering had already ceased to be sacrificed, due to a lack of animals, on the seventeenth of Tammuz, three weeks before the Ninth of Av. Rather, is it not correct to say that this song accompanied a voluntary burnt offering?

[134] The Gemara asks: And can you understand this to be the case? What is different about an obligatory burnt offering, which was not sacrificed at this time because they did not have animals to bring, and what is different about a voluntary burnt offering, that it was sacrificed? Just as there were no animals available for obligatory offerings, there were none available for voluntary burnt offerings either. The Gemara answers: That is not difficult. A young bull, which cannot be sacrificed as the daily offering, for which lambs are required, happened to come into their possession merely by coincidence, and they sacrificed it as a voluntary burnt offering. This indicates that the Levites are required to sing as an accompaniment to the sacrifice of a communal voluntary burnt offering.

[135] Rava said, and some say Rav Ashi said: And how can you understand the description of the destruction cited in the baraita? The song of the day for Sunday, which is when the baraita says that the Temple was destroyed, is the psalm that begins: "The earth is the Lord's, and the fullness thereof" (Psalms 24:1). And yet the verse that the baraita says that the Levites were singing, "And He brought upon them their own iniquity," is in the song for Wednesday, not the song for Sunday. Rather, it was merely a portentous lamentation [eiliyya] that came into their mouths, not an actual song recited over an offering.

[136] The Gemara asks: But isn't it taught in the baraita that the Levites were standing on their platform near the altar, which is where they stood when they sang to accompany offerings? The Gemara answers: This can be explained in accordance with the opinion of Reish Lakish, who says: The Levites are permitted to recite songs on the platform even when it is not for an offering. The Gemara asks: If so, if the Levites may recite songs on the platform at will, let them also recite a song for a voluntary burnt offering, even if it is not required. The Gemara answers: That could result in a mishap, as the Levites might assume that just as singing for a voluntary burnt offering is optional, so too singing for an obligatory burnt offering is also optional.

[137] The question of whether a song must be recited for a communal voluntary burnt offering has still not been resolved. The Gemara asks: What came of it, i.e., what is the resolution to that question? The Gemara responds: Come and hear a proof, as Rav Mari, son of Rav Kahana, teaches that the verse: "You shall blow with the trumpets over your burnt offerings, and over the sacrifices of your peace offerings" (Numbers 10:10), juxtaposes burnt offerings to peace offerings, which indicates that

there is a relevant comparison between them with regard to the sounding of trumpets, and, by extension, to song.

138 There are two conclusions that are to be drawn from this comparison: Just as the burnt offering is an offering of the most sacred order, so too, the peace offering that must be accompanied by song is one that is an offering of the most sacred order, and the only peace offering of this kind is the lambs that are brought together with the two loaves on Shavuot. And just as this peace offering has a set time when it must be brought, so too, the burnt offering that must be accompanied by song is one that has a set time, which excludes voluntary burnt offerings. Consequently, voluntary burnt offerings are not accompanied by song.

139 § A dilemma was raised before the Sages: With regard to libations that are brought by themselves, without an animal offering, do they require song on the part of the Levites as the libations are poured on the altar, or do they not require song? The Gemara explains the sides of the dilemma: Should it be assumed that since Shmuel bar Naḥmani says that Rabbi Yonatan says: From where is it derived that one recites a song of praise in the Temple only over wine, it can be inferred that we recite songs whenever wine is poured on the altar? Or perhaps we recite songs only upon the eating and drinking of the altar, i.e., when both an animal offering is burnt and a libation is also poured upon the altar, but upon the drinking of the altar alone, we do not recite songs.

140 The Gemara seeks to resolve the dilemma through a baraita cited earlier. Come and hear: Rabbi Yosei says that a fortunate matter is brought about on an auspicious day, and a deleterious matter on an inauspicious day, e.g., the Ninth of Av, on which several tragedies have already occurred. As the Sages said: When the Temple was destroyed for the first time, that day was the Ninth of Av; and it was the conclusion of Shabbat; and it was the year after a Sabbatical Year; and it was the week of the priestly watch of Jehoiarib; and the priests and Levites were standing on their platform and singing the verse: “And He brought upon them their own iniquity, and He will cut them off in their own evil” (Psalms 94:23).

141 The Gemara analyzes the baraita: This song, what was its purpose? If we say that it accompanied an obligatory burnt offering, was there any obligatory communal burnt offering sacrificed at that time? The daily offering had ceased to be brought on the seventeenth of Tammuz, three weeks before the Ninth of Av. Rather, it would seem that this song accompanied a voluntary burnt offering. The Gemara asks: But didn’t Rav Mari, son of Rav Kahana, teach that a voluntary burnt offering does not require song? Rather, is it not the case that the song accompanied libations brought without an animal offering? This would prove that the Levites sing when a wine libation is brought, even without an animal offering.

142 Rava said, and some say it was Rav Ashi who said: And can you understand that this song was recited over any offering? The song of the day for Sunday, which is when the baraita says that the Temple was destroyed, is the psalm beginning with the verse: “A psalm of David. The earth is the Lord’s, and the fullness thereof” (Psalms 24:1). And yet the verse that the baraita says that the Levites were singing: “And He brought upon them their own iniquity,” is in the song for Wednesday, not the song for Sunday. Rather, it was merely a portentous lamentation that came into their mouths, not a song recited over an offering. Consequently, no proof can be offered from this baraita.

143 The Gemara asks: But isn’t it taught in the baraita that the Levites were standing on their platform near the altar, which is the place where they sing to accompany offerings? The Gemara

answers: This can be explained in accordance with the opinion of Reish Lakish. As Reish Lakish says: The Levites are permitted to recite a song on the platform even when it is not for an offering. The Gemara asks: If so, let them also recite a song for libations that are brought without an animal offering, even if that is not required. The Gemara answers: This could result in a mishap, as the Levites might assume that just as singing for libations which are brought without an animal offering is optional, so too, singing for libations that accompany an animal offering is also optional.

144 § The Gemara discusses the matter itself cited in the baraita. Rabbi Yosei says: A fortunate matter is brought about on an auspicious day, and a deleterious matter on an inauspicious day. As the Sages said: When the Temple was destroyed for the first time, that day was the Ninth of Av; and it was the conclusion of Shabbat; and it was the year after a Sabbatical Year.

145 The Gemara asks: Can you find such a possibility, that when the Temple was destroyed for the first time it was in the year after a Sabbatical Year? But isn't it written in a verse that Ezekiel experienced a prophecy "in the twenty-fifth year of our captivity, at the beginning of the year, on the tenth day of the month, in the fourteenth year after the city was smitten" (Ezekiel 40:1)? Which is the year when the beginning of the year is on the tenth of the month? You must say that this is referring to the Jubilee, which begins on Yom Kippur, the tenth of Tishrei.

146 But if it enters your mind to say that the Temple was destroyed in the first year of the Sabbatical cycle, it is impossible that the Jubilee, which follows a Sabbatical Year, occurred on the fourteenth year after the destruction of the Temple: Counting from the first year of the Sabbatical cycle to the next first year of the Sabbatical cycle, one arrives at year eight. If one continues to count to the first year of yet another Sabbatical cycle, it is the fifteenth year after the year of the destruction of the Temple, not the fourteenth year.

147 The Gemara answers: Ravina said: The meaning of the verse is that it was in the fourteenth year after the year that the city was smitten. The year of the destruction is not counted as year one of the fourteen years; rather, year one was the following year. The destruction took place in the thirty-sixth year of the Jubilee cycle, and therefore the Jubilee occurred fourteen years later.

148 The Gemara objects: If so, when the verse states that Ezekiel's prophecy fourteen years after the destruction of the Temple was in the twenty-fifth year of captivity, that is not precise; it was actually the twenty-sixth year of captivity. As the Master says in a baraita: The Jews were exiled first in Nebuchadnezzar's seventh year, and they were also exiled first in Nebuchadnezzar's eighth year. This first exile took place during Nebuchadnezzar's eighth year counting from the beginning of his reign; it was Nebuchadnezzar's seventh year counting from the year he subjugated Jehoiakim, king of Judah.

149 The baraita continues: They were then exiled a second time in Nebuchadnezzar's eighteenth year, and they were exiled in Nebuchadnezzar's nineteenth year, when the Temple was destroyed. This statement will be explained later.

150 The Gemara explains the objection: Now, from the seventh year, when the first exile occurred, until the eighteenth year, when the second exile occurred, in conjunction with the Temple's destruction, is eleven years, not counting the year of the destruction, and an additional fifteen years, until the date mentioned in the verse in Ezekiel, equals twenty-six years from the first exile, not twenty-five.

151 The Gemara explains that Ravina could have said to you: And according to you, who maintains that the fourteen years mentioned in the verse include the year of the destruction of the Temple, does it work out well? Now, they were also exiled in the nineteenth year, and it was then that the Temple was destroyed. From the seventh year until the nineteenth year is twelve years, and an additional fourteen years until the date mentioned in the verse in Ezekiel equals twenty-six years from the first exile, not twenty-five. Rather, what have you to say? That the twenty-five years are counted separate from the year when they were exiled for the first time. According to my opinion also, I can say that the twenty-five years are separate from the year when they were exiled for the first time.

152 The Gemara objects: In any case, the assertion of the baraita that the destruction of the Temple occurred in the nineteenth year is difficult for Ravina, because there are eleven years from the first exile until the year of the destruction, not counting the year of the exile or the year of the destruction, and then an additional fifteen years, including the year of the destruction, until the date mentioned in the verse in Ezekiel, which is a total of twenty-six years, not twenty-five.

153 The Gemara explains: Do you hold that there were three separate exiles, one in the seventh or eighth year, a second one in the eighteenth year, and a third one in the nineteenth year? In truth there were only two exiles: They were exiled in the seventh year from Nebuchadnezzar’s subjugation of Jehoiakim, which was the eighth year of Nebuchadnezzar’s reign. They were then exiled a second time, when the Temple was destroyed, in the eighteenth year from the subjugation of Jehoiakim, which was actually in the nineteenth year of Nebuchadnezzar’s reign. Consequently, there were eleven years from the first exile to the destruction of the Temple, not counting the year of the exile, and another fourteen years until the verse in Ezekiel, which equals a total of twenty-five years.

154 The Gemara corroborates its interpretation of the baraita. As the Master says: In the first year of his reign, Nebuchadnezzar conquered Nineveh;

155 in his second year he ascended to Eretz Yisrael and conquered Jehoiakim.

156 § The Gemara continues its discussion of the baraita, which teaches: When the Temple was destroyed for the first time, that day was the Ninth of Av; and it was the conclusion of Shabbat; and it was the year after a Sabbatical Year; and likewise, the same happened when the Second Temple was destroyed.

157 The Gemara asks: Can you find such a possibility, that the Second Temple was destroyed in the year after a Sabbatical Year? Now, for how many years did the Second Temple stand? It stood for 420 years. Four hundred years include exactly eight Jubilees, as the Jubilee cycle is fifty years. An additional fourteen years consist of two Sabbatical cycles. There are six years remaining during which the Temple stood, which means that the last year was the sixth year of the Sabbatical cycle, and therefore when the Temple was destroyed the following year it was a Sabbatical Year, not the year after the Sabbatical Year.

158 The Gemara answers: In accordance with whose opinion is this baraita stated? It is in accordance with the opinion of Rabbi Yehuda, who says that the fiftieth year is counted for here and for there, i.e., it is both the Jubilee Year and the first year of the next Sabbatical cycle and Jubilee cycle, and therefore each Jubilee cycle is only forty-nine years rather than fifty years. Consequently, when calculating the number of years of the Sabbatical and Jubilee cycles until the destruction of the Second Temple, bring an additional eight years from the eight complete Jubilee cycles during which the Temple stood. The eight years and those six years that remained according to the previous

calculation equal fourteen years, which are two complete Sabbatical cycles. Therefore, it is found that the Second Temple was destroyed in the year following the Sabbatical Year.

159 The Gemara objects: But if one explains the baraita in accordance with the opinion of Rabbi Yehuda, the first clause of the baraita is problematic, as you do not find that the first time the Temple was destroyed was in the year after the Sabbatical Year. As it is taught in a baraita: The Jewish people counted seventeen Jubilees from when they entered Eretz Yisrael until they left, when the First Temple was destroyed. And you cannot say that they counted from the time they entered, because if you say this, the result is that the Temple was destroyed at the beginning of the Jubilee cycle, and you do not find that the Jubilee Year was "in the fourteenth year after the city was smitten" (Ezekiel 40:1).

160 Rather, remove from them the seven years when they conquered the land and the seven years when they divided the land, as they did not start counting the first Jubilee cycle until after those events. And you then find that the Jubilee Year was "in the fourteenth year after the city was smitten."

161 The Gemara explains the difficulty from this baraita: But if one holds in accordance with the opinion of Rabbi Yehuda, that each Jubilee cycle is forty-nine years rather than fifty years, you must bring an additional seventeen years, one from each of the seventeen Jubilee cycles and add them to these seventeen cycles, and it turns out that the destruction of the Temple was in the third year of the Sabbatical cycle.

162 The Gemara answers: Throughout those years from when Sennacherib exiled the ten tribes until Jeremiah came and returned them to their land, they did not count the Jubilee cycle, as the Jubilee applies only when all twelve tribes are in their ancestral lands. When the exiles returned, a new Jubilee cycle was started, and the Temple was destroyed thirty-six years later, in the year after a Sabbatical Year.

163 The Gemara suggests a second answer to its question about the statement of the baraita which equates the destructions of the First Temple and the Second Temple. And if you wish, say instead: Actually, the baraita is in accordance with the opinion of the Rabbis, and when it teaches: And likewise, the same happened when the Second Temple was destroyed, it is not asserting that the Temple was destroyed in a year after a Sabbatical Year, because in fact the Second Temple was destroyed during a Sabbatical Year. Rather, it is referring to the other details the baraita provides with regard to the timing of the destruction, i.e., that it occurred on the Ninth of Av and on a Sunday.

164 The Gemara comments: So too, it is reasonable to conclude that not all of the details pertaining to the destruction of the First Temple also apply to the destruction of the Second Temple. As, if you do not say so, then with regard to the statement that the destruction occurred during the week of the priestly watch of Jehoiarib, was the priestly watch of Jehoiarib present during the time of the Second Temple?

165 But isn't it taught in a baraita that the watch of Jehoiarib did not exist during the Second Temple era? As it is taught: Only four priestly watches ascended from the Babylonian exile, while the other twenty stayed in Babylonia. And these are the watches who returned: The descendants of Jedaiah, Harim, Pashḥur, and Immer. The prophets among those who returned arose and divided these four families into twenty-four watches. They achieved this as follows: They wrote the names of these new twenty-four watches on pieces of paper, mixed them up, and put them in a receptacle [kalpi] from

which lots were drawn. A representative from the family of Jedaiah came and drew his portion and the lot of five other watches, for a total of six.

166 Harim came and also drew his portion and the lot of five other watches, for a total of six. And likewise Pashḥur, and likewise Immer. The prophets among them stipulated that even if the descendants of Jehoiarib, who originally headed the priestly watches, would ascend to Eretz Yisrael, Jedaiah would not be demoted from its place as the first of the watches. Rather, the watch of Jedaiah would retain precedence, and Jehoiarib would be subordinate to it. The Gemara concludes: Rather, when the baraita equates the details pertaining to the destruction of the two Temples, it is referring to other details, i.e., that both were destroyed on the Ninth of Av and on a Sunday, but it is not equating them with regard to all the details.

167 The Gemara cites a third answer to its question about how the baraita can claim that the Second Temple was destroyed in a year following a Sabbatical Year, when a calculation of the number of years that it stood indicates that it was destroyed in a Sabbatical Year. Rav Ashi said: Those six years from the time the Second Temple was built until Ezra ascended to Eretz Yisrael and sanctified the land are not counted, as the Sabbatical cycle was not in effect during that period. Consequently, the Second Temple was destroyed in a year following a Sabbatical Year.

168 It is known that Ezra ascended to Eretz Yisrael six years after the beginning of the construction of the Second Temple, as it is written: “Then ceased the work of the House of God, which is at Jerusalem; and it ceased until the second year of the reign of Darius, king of Persia” (Ezra 4:24). This proves that construction on the Temple started in the second year of the reign of Darius. And it is written: “And this house was finished on the third day of the month Adar, which was in the sixth year of the reign of Darius the king” (Ezra 6:15), which was the fifth year from when they started building.

169 And the Sages taught in a baraita: At that same time in the following year Ezra ascended from Babylonia together with his company of exiles, as it is written, “And he came to Jerusalem in the fifth month, which was in the seventh year of the king” (Ezra 7:8). Accordingly, Ezra came to Eretz Yisrael six years after the beginning of the construction of the Temple. It was at that time that the counting of the Sabbatical and Jubilee cycles began. The counting continued for 414 years until the destruction of the Temple, which means that the Temple was destroyed in a Sabbatical Year.

170 § The Gemara discusses the matter itself that is taught in the baraita cited earlier (12b): The Jewish people counted seventeen Jubilees from when they entered Eretz Yisrael until they left when the Temple was destroyed. And you cannot say that they counted from when they entered, because if you say they counted from when they entered, the result is that the Temple was destroyed at the beginning of the Jubilee cycle, and you do not find that the Jubilee Year was “in the fourteenth year after the city was smitten” (Ezekiel 40:1). Rather, remove from them the seven years when they conquered Eretz Yisrael and the seven years when they divided Eretz Yisrael, as the first Jubilee cycle began after the Jewish people conquered and divided Eretz Yisrael.

171 The Gemara asks: From where do we derive that there were seven years during which the Jewish people conquered Eretz Yisrael? The Gemara answers: As Caleb said to Joshua, when it came time to divide Eretz Yisrael at the conclusion of part of the conquest: “Forty years old was I when Moses the servant of the Lord sent me from Kadesh-Barnea to spy out the land…and now, behold, I am this day eighty-five years old” (Joshua 14:7, 10).

[172] And the Master says in a baraita: During the first year after the exodus, Moses constructed the Tabernacle; during the second year, the Tabernacle was erected and Moses sent the spies. Consequently, how old was Caleb when the Jewish people crossed the Jordan? He was eighty less two, i.e., seventy-eight years old. When Joshua was dividing Eretz Yisrael into inheritances, Caleb said to him: I am eighty-five years old. It is therefore found that they conquered the land for seven years.

[173] The Gemara asks: And from where do we derive that there were seven years during which the Jewish people divided up Eretz Yisrael into ancestral portions? The Gemara answers: If you wish, say that from the fact that they conquered the land for seven years, it is reasonable to assume that they divided the land for seven years. And if you wish, say instead: It can be derived from the fact that you do not find that "the fourteenth year after the city was smitten" (Ezekiel 40:1) was a Jubilee Year (see 12a) unless the Jewish people divided Eretz Yisrael for seven years.

[174] MISHNA: One maintains no fewer than six lambs that have been inspected for blemishes in the Chamber of the Lambs, which are sufficient for the offerings of Shabbat and for the two Festival days of Rosh HaShana that may occur adjacent to it. And one may add inspected lambs up to an infinite number. One plays no fewer than two trumpets and no fewer than nine harps in the Temple, and one may add up to an infinite number. And the cymbal was played alone, and none may be added to it.

[175] GEMARA: The Gemara assumes that the mishna means that there must be at least six inspected lambs in the Chamber of the Lambs, so that if Rosh HaShana occurs on the two days adjacent to Shabbat, there will be enough lambs available for all the communal offerings that are sacrificed on those days. The Gemara therefore objects: But there are more than six lambs which are required for the daily offerings and additional offerings of a Shabbat and Rosh HaShana that are adjacent to one another, as one day of Rosh HaShana alone requires sixteen lambs.

[176] The Gemara explains: The tanna is referring to the general policy for the entire year, and he is referring only to the number of lambs necessary for the daily offerings sacrificed over the course of three ordinary days. And what is the meaning of the phrase: Sufficient for Shabbat and for the two Festival days of Rosh HaShana? It is merely a mnemonic device, and this is what he is saying: One maintains no fewer than six lambs

[177] that have been inspected in the Chamber of the Lambs for four days prior to the time of their slaughter. The reserve of six lambs ensured that each lamb would be available for inspection for three days prior to the day of its sacrifice, for a total of four. And whose opinion is this? It is the opinion of ben Bag Bag, as it is taught in a baraita that ben Bag Bag says: From where is it derived that the daily offering requires examination four days prior to its slaughter?

[178] The verse states with regard to the daily offering: "My food that is presented unto Me for offerings made by fire, of a pleasing aroma unto Me, shall you safeguard to offer unto Me in its due season" (Numbers 28:2); and it states there, with regard to the Paschal offering: "In the tenth day of this month they shall take to them every man a lamb…and it shall be for you as a safeguard until the fourteenth day of this month" (Exodus 12:3–6), i.e., the first month. Since the word "safeguard" appears in both verses, it is derived that just as in the verse there, the Paschal offering requires examination four days prior to its slaughter, so too here, the daily offering requires examination four days prior to its slaughter.

179 The Gemara notes: The language of the mishna is also precise, according to the explanation that the mishna is referring to Shabbat and Rosh HaShana merely as a mnemonic device, as it teaches that the six lambs are sufficient for Shabbat and the two Festival days of Rosh HaShana, and it does not teach that the six lambs are for use on Shabbat and the two days of Rosh HaShana. The Gemara concludes: Learn from the language of the mishna that this explanation is correct.

180 § The mishna teaches that one plays no fewer than two trumpets, and one may add to that number. The Gemara asks: Until how many trumpets may these additions be made? The Gemara answers that Rav Huna says, and some say Rav Zavdi says that Rav Huna says: They may play up to 120 trumpets, as it is stated: “And with them one hundred and twenty priests sounding with trumpets” (II Chronicles 5:12).

181 The mishna teaches that one plays no fewer than nine harps and one may add up to an infinite number, and the cymbal was played alone and none may be added to it. The Gemara asks: From where is this matter derived? Rav Asi says that it is as the verse states: “And Asaph with the cymbals, sounding aloud” (I Chronicles 16:5), which indicates that only one Levite played the cymbals. The Gemara asks: The word cymbals is in the plural, indicating that there were two; why, then, does the mishna say that there is only one cymbal? The Gemara answers: Since two cymbals perform one act and one person plays them by banging them together, the mishna calls them one instrument.

182 MISHNA: In the Temple, there are no fewer than twelve Levites standing on the platform adjacent to the altar and singing, and one may add Levites on the platform up to an infinite number. A minor Levite may enter the Temple courtyard for service only at a time when the Levites are engaging in song, so that he may accompany them. And minors would not engage in playing a lyre and in playing a harp; rather, they would engage in singing with the mouth, in order to provide flavor to the music with their pure, high voices.

183 Rabbi Eliezer ben Ya’akov says: Minors are not tallied in the minimum total of twelve Levites, and they do not ascend to the platform; rather, they would stand on the ground and their heads would reach to between the legs of the Levites, and they were called cadets [tzoarei] of the Levites.

184 GEMARA: The mishna states that a minimum of twelve Levites would stand on the platform and sing. The Gemara asks: To what does this number correspond? Rav Pappa says: It corresponds to the minimum number of instruments that were played: Nine harps and two lyres and one cymbal. This number is also alluded to in the Bible, as it is stated: “Instructed in singing unto the Lord…he and his brethren and sons were twelve” (I Chronicles 25:7–9).

185 § The mishna teaches: A minor Levite may enter the Temple courtyard for service only at a time when the Levites are engaging in song. The Gemara asks: From where is this matter derived? Rabbi Yoḥanan says: As the verse states: “Then stood Jeshua with his sons and his brethren, and Kadmiel and his sons, the sons of Judah, together, to make music for the workmen in the House of God” (Ezra 3:9). This verse shows that in making music it is preferable to have one’s sons, i.e., minors, as accompaniment.

186 The mishna teaches: The minors would not engage in playing a lyre and in playing a harp; rather, in singing with the mouth in order to provide flavor to the music with their pure, high voices. The Gemara notes: That is to say that a lyre and a harp are two distinct instruments. Let us say that the mishna is not in accordance with the opinion of Rabbi Yehuda, as it is taught in a baraita that Rabbi Yehuda says: The harp used in the Temple was an instrument of seven strings, as it is stated: “In your

presence is fullness [sova] of joy, in your right hand sweetness for evermore” (Psalms 16:11). Do not read the word as “fullness [sova]” but as seven [sheva]. This indicates that the “sweet harp” (see Psalms 81:3) played in the presence of God, i.e., in the Temple, has seven strings.

187 Rabbi Yehuda continues: And the harp that will be played in the days of the Messiah will have eight strings, as it is stated: “For the Leader, on the eighth: A Psalm of David” (Psalms 12:1). This indicates that the psalms that will be recited in the time of the Messiah, son of David, will be played on the eighth string that will be added to the harp.

188 And the harp that will be played in the World-to-Come will have ten strings, as it is stated: “A Psalm, a song. For the Shabbat…With an instrument of ten strings and with the lyre, with a solemn sound upon the harp” (Psalms 92:1–4). This indicates that in the World-to-Come, which is comparable to Shabbat, songs of praise to God will be played on a ten-stringed instrument, identified here as both a lyre and a harp.

189 And similarly, another verse states: “Give thanks unto the Lord with the harp; sing praises unto Him with the lyre of ten strings. Sing unto Him a new song” (Psalms 33:2–3), which is referring to the new song that will be sung only in the World-to-Come. This proof in support of Rabbi Yehuda’s claim that the harp used in the World-to-Come will have ten strings is from a verse that is referring to a ten-stringed lyre, which shows that according to Rabbi Yehuda, the lyre and harp are the same instrument. Therefore, his opinion apparently contradicts the mishna.

190 The Gemara answers: You may even say the mishna is in accordance with the opinion of Rabbi Yehuda, as even he agrees that the harp and lyre are essentially two different instruments. But in the World-to-Come, since the strings of the harp will be increased, its sound will be increased like that of the lyre, and therefore he calls the harp a lyre.

191 The mishna teaches that Rabbi Eliezer ben Ya’akov says: The minors are not tallied in the minimum total of twelve Levites…and they were called cadets [tzoarei] of the Levites. The Sages taught in a baraita: And they were called the helpers [soadei] of the Levites. The Gemara asks: And the tanna of our mishna, why is he referring to them as tzoarei? The Gemara answers: Since these minors had high voices and those adults had deep voices, and these minors would sing in a high voice [mekateti], and those adults could not sing in such a high voice, they were called tzoarei, as they caused the adult Levites anguish [tza’ar] due to the fact that they could not produce the same pleasant sounds as the minors.

Chapter 3

1 MISHNA: There are halakhot with regard to valuations that are lenient and others that are stringent; and there are halakhot with regard to an ancestral field that are lenient and others that are stringent; and there are halakhot with regard to a forewarned ox that killed a Canaanite slave that are lenient and others that are stringent; and there are halakhot with regard to a rapist, and a seducer, and a defamer that are lenient and others that are stringent.

2 There are halakhot with regard to valuations that are lenient and others that are stringent; how so? Both in the case of one who took a vow of valuation to donate the fixed value of the most attractive among the Jewish people and in the case of one who took a vow of valuation to donate the fixed

value of the most unsightly among the Jewish people, he gives the fixed payment of fifty sela, shekels, to the Temple treasury (see Leviticus 27:3). And if one said: It is incumbent upon me to donate the assessment of another to the Temple treasury, he gives the price for that person if sold as a slave, a sum that can be more or less than fifty shekels.

[3] GEMARA: The mishna states: There are halakhot with regard to valuations that are lenient and others that are stringent; how so? Both in the case of one who took a vow of valuation to donate the fixed value of the most attractive among the Jewish people and in the case of one who took a vow of valuation to donate the fixed value of the most unsightly among the Jewish people, he gives the fixed payment of fifty sela to the Temple treasury. The Gemara infers from this that if the vow of valuation referred to a Jew, yes, he pays the fixed value; but if one took a vow of valuation to donate the fixed value of gentiles, he does not pay the fixed value.

[4] The Gemara asks: If so, let us say that the mishna is not in accordance with the opinion of Rabbi Meir, as we learned in a mishna (5b): With regard to a gentile, Rabbi Meir says: He is valuated in a case where a Jew says: It is incumbent upon me to donate the fixed value of this gentile; but a gentile does not take a vow of valuation to donate his fixed value or the value of others.

[5] The Gemara answers: You can even say that the mishna is in accordance with the opinion of Rabbi Meir, as it can be claimed that the same is true, i.e. that even if one took a vow of valuation to donate the fixed value of a gentile, he also pays the fixed amount. But

[6] by not mentioning gentiles, the mishna teaches us another matter in passing, in accordance with the statement that Rav Yehuda says that Rav says. As Rav Yehuda says that Rav says: It is prohibited for a person to say: How beautiful is this gentile.

[7] The Gemara asks: But if this is the only reason that a gentile is not mentioned, let the mishna teach: In the case of one who took a vow of valuation to donate the fixed value of the most attractive among the Jewish people and the most unsightly among the gentiles, he gives the fixed payment of fifty sela to the Temple treasury. The Gemara answers: The tanna prefers to deal with one nation, i.e., Jews, and does not wish to deal with two nations, Jews and gentiles.

[8] The Gemara challenges this answer: And does the mishna not deal with two nations? But isn’t it taught in a mishna (14b): One who raped or seduced a young woman, whether she is the most prominent in the priesthood or the lowliest among the Israelites, gives the payment of fifty sela, the fine stated in the Torah. Priests and Israelites are two distinct groups of people, analogous to Jews and gentiles. The Gemara answers: In that mishna there it is one nation, as although there are two groups they are both part of the Jewish people. It is only that the priests have greater sanctity than Israelites.

[9] And if you wish, say instead that since the mishna wants to teach the case of an ancestral field in the latter clause, which you find in the case of Jews, but you do not find with regard to gentiles, as they are unfit to have ancestral land in Eretz Yisrael, it is due to this reason that the mishna teaches only cases that involve the Jewish people.

[10] MISHNA: There are halakhot with regard to an ancestral field that are lenient and others that are stringent. How so? Both one who consecrates an ancestral field in the low-quality sands of the areas surrounding the city and one who consecrates the high-quality orchards of Sebastia gives a redemption payment of fifty silver shekels for every area that he consecrated that is fit for sowing a

kor of barley (Leviticus 27:16). And with regard to a purchased field that one consecrates, he gives its value as redemption, a sum that can be more or less than fifty shekels for every area required for sowing one kor of barley.

[11] Rabbi Eliezer says: With regard to both a purchased field and an ancestral field, one gives a redemption payment of fifty silver shekels for every area required for sowing a kor of barley that he consecrated. What, then, is the difference between an ancestral field and a purchased field? The difference is that in the case of an ancestral field one gives an additional payment of one-fifth, but in the case of a purchased field one does not give an additional payment of one-fifth.

[12] GEMARA: Rav Huna says: In a case where one consecrated a field full of trees, when he redeems the trees and field, he redeems the trees according to their value, and then redeems the land according to the fixed formula, by which an area required for the sowing of a kor of barley seed is redeemed for fifty silver shekels. The Gemara notes that evidently Rav Huna holds that when a person consecrates, he consecrates generously. In this case he consecrated the trees and the land separately, so that he would have to redeem them each separately, rather than the trees being redeemed as part of the land.

[13] Rav Naḥman raised an objection to Rav Huna from the mishna: Both one who consecrates an ancestral field in the low-quality sands of the areas surrounding the city and one who consecrates the high-quality orchards of Sebastia gives a redemption payment of fifty silver shekels for every area required for sowing a kor of barley that he consecrated. This indicates that when one consecrates orchards he does not redeem the land and the trees separately. Rav Huna said to Rav Naḥman: The mishna is speaking of land that is suitable for orchards but does not actually have trees planted on it.

[14] Rav Naḥman raised another objection to Rav Huna from a baraita: When discussing a consecrated ancestral field the Torah states: “An area fit for sowing” (Leviticus 27:16). I have derived only an area fit for sowing; from where do I derive that the same is true for a field of vines and a field of reeds and a field of trees?

[15] The verse states: “And if a man shall consecrate to the Lord part of the field of his possession, then your valuation shall be according to an area fit for sowing; the sowing of a ḥomer of barley shall be valued at fifty silver shekels” (Leviticus 27:16). The word “field” teaches that this halakha applies in any case, regardless of the type of field. It can be inferred from here that if one consecrates an orchard, the redemption of the trees is not valued separately from the land. Rav Huna said to Rav Naḥman: Here too, the baraita means that he first redeems the trees and afterward redeems the field, according to the formula of the Torah.

[16] Rav Naḥman again raised an objection to Rav Huna from a baraita: If one consecrated three trees in a field where ten trees are planted in an area required for sowing one se’a of seed [beit se’a], he has consecrated not only those trees, but also the land and the young trees between them. Therefore, if this is his ancestral field, when he redeems it, he redeems the land and everything contained within it according to the standard rate established by the Torah, where an area required for the sowing of a kor of barley seed is redeemed for fifty silver shekels.

[17] But if the ratio of land to trees was less than that, i.e., the trees were planted more densely, or if the ratio of land to trees was more than that, i.e., the trees were planted less densely, or if he consecrated each of the trees separately, one after the other, this person has consecrated neither the land nor the young trees between them. Therefore, when he redeems, he redeems the trees in accordance with their worth.

[18] And moreover, even if one consecrated its trees when they are planted more densely, or less densely, or one after the other, and then afterward he consecrated the land, so that at this point everything belongs to the Temple treasury, when he redeems them, he redeems the trees separately in accordance with their worth, and afterward he redeems the land according to the standard rate, where an area required for the sowing of a ḥomer, i.e., a kor, of barley seed is redeemed for fifty silver shekels.

[19] The Gemara explains the objection: And if you would say that here too, in the first part of the baraita, it means that he redeems the field and afterward redeems the trees, from the fact that the latter clause of the baraita states that he redeems and afterward redeems, by inference the first clause is not referring to a case where he redeems the field and afterward redeems the trees.

[20] Rather, in accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Shimon, who says that when one consecrates, he consecrates sparingly. As it is taught in a baraita: One who consecrates a field has consecrated all of it. Rabbi Shimon says: He only consecrated a grafted carob tree and a sycamore stump.

[21] The Gemara raises a difficulty: If the baraita is in accordance with the opinion of Rabbi Shimon, say the latter clause: And moreover, even if one consecrates its trees and then afterward he consecrated the land, when he redeems them he redeems the trees separately in accordance with their worth, and afterward he redeems the land according to the standard rate, where an area required for the sowing of a ḥomer of barley seed is redeemed for fifty silver shekels.

[22] And if the baraita is according to the opinion of Rabbi Shimon, let one follow the status of the field at the time of its redemption, and let the trees be redeemed along with their land, as at the time of its redemption both the trees and the land are consecrated. As we have heard that Rabbi Shimon follows the time of the redemption, i.e., he determines the price at which a field is redeemed based on the time it is being redeemed.

[23] As it is taught in a baraita: From where is it derived with regard to one who purchases a field from his father and consecrated it, and afterward his father dies, which means that the field would now be his as an inheritance, from where is it derived that it should be considered before him as an ancestral field, rather than a field that he purchased, with respect to its redemption? The verse states with regard to a field that was purchased: “And if he sanctifies to the Lord a field that he has bought, which is not of his ancestral fields” (Leviticus 27:22).

[24] The verse speaks specifically of a field that is not fit at the time of its consecration to be an ancestral field, i.e., one that he could never have inherited in the future. This specification excludes this field that was fit to be an ancestral field from this halakha, since eventually it would have become his through inheritance, even had he not purchased it. This is the statement of Rabbi Yehuda and Rabbi Shimon.

[25] The baraita continues: Rabbi Meir learns a different halakha from this verse and says: From where is it derived that in a case of one who purchases a field from his father and his father dies, and only afterward he consecrated the field, from where is it derived that it should be considered before him like an ancestral field?

[26] The verse states with regard to a purchased field: “And if he sanctifies to the Lord a field that he has bought, which is not of his ancestral field” (Leviticus 27:22). The verse is referring specifically

to a field that is not an ancestral field at the time of its consecration. This requirement excludes this field, as currently, after the death of the father, it is an ancestral field.

[27] The Gemara analyzes the baraita. That is the opinion of Rabbi Meir, whereas according to Rabbi Yehuda and according to Rabbi Shimon it is considered an ancestral field even if he consecrated the field and afterward his father dies. What is the reason for this opinion? If you suggest it is due to the verse, that cannot be, as the verse comes to teach the halakha that was stated in accordance with the opinion of Rabbi Meir, i.e., it is referring to a case where the father died before he consecrated the field, as Rabbi Meir explained.

[28] Rather, is it not due to the fact that he follows the status of the field at the time of the redemption? Since the father died before the son redeemed the field it is considered an ancestral field in the possession of the Temple treasury. Similarly, if one first consecrates the trees and afterward the field, he should redeem them both together, since at the time of the redemption they are both consecrated. Since this ruling is not in accordance with the baraita that states that the trees and field are redeemed separately, evidently the baraita cannot be in accordance with the opinion of Rabbi Shimon.

[29] Rav Naḥman bar Yitzḥak said that this source does not contradict Rav Huna's claim that the baraita is in accordance with the opinion of Rabbi Shimon. The reason is that Rabbi Yehuda and Rabbi Shimon do not, in fact, maintain that one follows the status of the field at the time of the redemption. Rather, they found a verse and expounded it.

[30] Rav Naḥman bar Yitzḥak explains Rabbi Yehuda and Rabbi Shimon's reasoning: If so, that when one consecrated the field and his father died afterward, it is not considered an ancestral field, let the Merciful One write in the Torah: And if he sanctifies to the Lord a field that he has bought, which is not his ancestral, i.e., the verse could have omitted the repetition of the phrase "of his field." What does the Torah mean by stressing "of his field"? This teaches that only a field that is not fit to be an ancestral field at the time he consecrated it is redeemed for its value. But if he consecrated a field that he would inherit in the future, it is redeemed in the manner of an ancestral field.

[31] § Rav Pappa says: If one consecrated fields that are rocky [terashin] and unsuitable for planting, he redeems them by their value, not as ancestral fields. The Gemara asks: What is the reason? The Merciful One states that one redeems an area fit for sowing of a ḥomer of barley seed for fifty silver shekels (see Leviticus 27:16), and these fields are not fit for sowing.

[32] But if he did not redeem these fields before the Jubilee Year, they go to the priests in the Jubilee Year, like ancestral fields. What is the reason? The Merciful One states: "And if he will not redeem the field, or if he has sold the field to another man, it shall not be redeemed anymore. But the field, when it goes out in the Jubilee, shall be holy to the Lord, as a field devoted; it shall belong to the priest" (Leviticus 27:20–21). This indicates that any kind of ancestral field at all, regardless of quality, goes to the priests if it is not redeemed by the Jubilee Year.

[33] Furthermore, Rav Pappa says: If one sold fields that are rocky and unsuitable for planting, they may be redeemed from the purchaser in even less than two years, despite the fact that normally land must be left in the hands of the purchaser for at least two years (see 29b), as derived from the plural term "years of the crops" cited below. What is the reason? The Merciful One states: "According to the number of years after the Jubilee you shall buy from your neighbor, and according to the number of years of the crops he shall sell it to you" (Leviticus 25:15), and these rocky fields are not fit for crops. But if he did not redeem them from the purchaser, they return to the owner in the Jubilee Year,

like ancestral fields. What is the reason? The Merciful One states: “Then let him count the years of its sale, and restore the extra to the man to whom he sold it; and it shall return to its ancestral heritage” (Leviticus 25:27), and this rocky field is also part of his ancestral heritage.

[34] Rav Pappa further says: If one consecrated trees in his ancestral field, he redeems them according to their value. What is the reason? The Merciful One states that one redeems an area fit for sowing of a ḥomer of barley seed for fifty silver shekels. This is referring specifically to land fit for sowing grain, and not trees. Furthermore, if he did not redeem the trees, they do not go to the priests in the Jubilee Year, unlike an ancestral field. The reason is that the Merciful One states: “But the field, when it goes out in the Jubilee, shall be holy to the Lord, as a field devoted; it shall belong to the priest” (Leviticus 27:21). This too is referring specifically to a field, and not trees.

[35] Rav Pappa also says: If one sold trees of his ancestral field, they may not be redeemed from the purchaser if less than two years passed. What is the reason? The Merciful One states: “According to the number of years after the Jubilee you shall buy it from your neighbor, and according to the number of years of the crops he shall sell it to you” (Leviticus 25:15), and these trees are fit for crops, as they produce fruit. But if he did not redeem them from the purchaser, the trees do not return to the owner in the Jubilee Year. What is the reason? The Merciful One states: “Then let him count the years of its sale, and restore the extra to the man to whom he sold it; and it shall return to its ancestral heritage” (Leviticus 25:27). This includes only land, which remains forever, and not trees, which have a limited lifespan.

[36] The Gemara asks: The Master, i.e., Rav Pappa, says that if one consecrated trees in his ancestral field he redeems them according to their value. The Gemara asks: Why is that so? But let them be consecrated on account of their land and let them be redeemed on account of their land, according to the valuation of fifty silver shekels for each area required for sowing a kor of barley seed.

[37] And if you would say that he consecrated the trees and did not consecrate land, but didn’t the Sages of Neharde’a say: If one sells a date palm to another, the purchaser acquires it from the bottom of the palm until the depths of the earth, i.e., including its land. The Gemara answers: Wasn’t it stated with regard to this ruling that it is referring only to a case where the purchaser comes due to a specific claim that he purchased the land under the date palm. But if he does not claim to have explicitly purchased the land, the seller or the one who consecrates does not intend to include land with the date palm.

[38] § The mishna teaches: And with regard to a purchased field that one consecrates, he gives its value as redemption, a sum that can be more or less than fifty silver shekels for an area required for the sowing of a kor of barley seed. The Sages taught in a baraita: The verse states: “Then the priest shall reckon for him the worth of your valuation until the Jubilee Year; and he shall give your valuation in that day, as a holy thing to the Lord” (Leviticus 27:23). What does this word “worth” come to teach? Since it is stated with regard to an ancestral field: “An area fit for the sowing of a ḥomer of barley seed is redeemed for fifty silver shekels” (Leviticus 27:16), one might have thought that a purchased field is also redeemed using this formula. Therefore, the verse states “worth,” which means the market value of the field.

[39] Rabbi Eliezer says: It is stated here, with regard to purchased fields: “Then the priest shall reckon for him the worth of your valuation until the Jubilee Year; and he shall give your valuation in that day, as a holy thing to the Lord” (Leviticus 27:23). And it is stated there, with regard to an ancestral

field: “But if he sanctifies his field after the Jubilee, then the priest shall reckon for him the money according to the years that remain until the Jubilee Year, and it shall be deducted from your valuation” (Leviticus 27:18). Just as there, in the case of an ancestral field, it is referring to a fixed amount, so too here, with regard to a purchased field, it means a fixed amount.

40 A dilemma was raised before the students: Do the Rabbis, who disagree with Rabbi Eliezer, accept that one derives the verbal analogy of “shall reckon,” but they use it to derive that one who redeems a consecrated purchased field must also add one-fifth? Or perhaps they do not accept the verbal analogy at all, and they do not hold that one who redeems a purchased field must add one-fifth?

41 Rava said: It is reasonable to assume that the Rabbis do not accept the verbal analogy. The reasoning is as follows: From the fact that the Merciful One revealed in the Torah that one must add one-fifth in the case of one who redeems an ancestral field and in the case of one who consecrates his house, these are two verses that come as one, i.e., to teach the same matter. And any two verses that come as one do not teach their common aspect, in this case, adding one-fifth, to apply to other cases. Therefore, it can be assumed that the Rabbis maintain that one who redeems his purchased field does not have to pay an additional fifth.

42 Rava continues: And even according to the one who says that two verses that come as one do teach their common aspect, from the fact that the Merciful One revealed in the Torah that one must add one-fifth when he redeems his second tithe, and when he redeems his kosher animal that he consecrated and became blemished, and when he redeems his non-kosher animal that he consecrated, these are many verses that come at one, and everyone agrees that multiple verses do not teach their common aspect to other cases.

43 It is taught in a baraita in accordance with the ruling of Rava, but not for his reason. It is taught in a baraita: “Then the priest shall reckon for him the worth of your valuation until the Jubilee Year; and he shall give your valuation in that day, as a holy thing to the Lord” (Leviticus 27:23). The verse juxtaposes this estimation to fixed valuations. Just as with regard to fixed valuations one does not add one-fifth, so too when redeeming a purchased field one does not add one-fifth.

44 MISHNA: There are halakhot with regard to a forewarned ox that killed a Canaanite slave that are lenient and others that are stringent; how so? Both in the case of an ox that killed the most attractive among the slaves, whose value is great, and likewise in the case of one that killed the most unsightly among the slaves, whose value is minimal, its owner gives payment of thirty sela, the fine stated in the Torah (Exodus 21:32), to the owner of the slave. If the ox killed a freeman, its owner gives his price as payment to his heirs. This sum can be more or less than thirty shekels. If the ox injured this slave or that freeman, he gives payment of the full cost of the damage as compensation.

45 GEMARA: As the mishna first specifies that it is speaking of a forewarned ox, this indicates that with regard to a forewarned ox that injured a freeman, yes, one is liable for full payment, but with regard to an innocuous ox that injured a freeman one does not make full restitution, but pays only half the value of the victim. The Gemara asks: Let us say that the mishna is not in accordance with the opinion of Rabbi Akiva. As we learned in a mishna (Bava Kamma 33a) that Rabbi Akiva says: The owner of an innocuous ox that injured a person also pays the full cost of the damage with regard to the difference between the damage the person inflicted on the ox and the damage the ox inflicted on the person. Evidently, Rabbi Akiva does not distinguish between an innocuous and a forewarned ox in a case where an ox injured a person.

46 The Gemara answers: You may even say that the mishna is in accordance with the opinion of Rabbi Akiva, and explain it as follows: The same is true that even the owner of an innocuous ox must make full restitution, but since the tanna wants to teach in the first part of the latter clause of the mishna: An ox that killed a slave and an ox that killed a freeman, which you find in the case of forewarned ox but in the case of an innocuous ox you do not find it, as the penalty for killing a person does not apply to an innocuous ox, it is for this reason that the mishna teaches only the case of a forewarned ox.

47 MISHNA: There are halakhot with regard to a rapist and with regard to a seducer that are lenient and others that are stringent; how so? Both one who raped or seduced a young woman who is the most prominent in the priesthood and one who raped or seduced a young woman who is the lowliest among the Israelites gives the payment of fifty sela, the fine stated in the Torah (see Deuteronomy 22:29). And the payments for humiliation and for degradation resulting from being raped or seduced are assessed differentially; it is all based on the one who humiliates and the one who is humiliated.

48 GEMARA: The Gemara asks: Why must the rapist or seducer also pay for her humiliation and degradation? One can say that the Merciful One states in the verse: “Then the man that lay with her shall give to the young woman’s father fifty shekels of silver” (Deuteronomy 22:29), that he is to pay a total of fifty sela for all matters associated with this act, i.e., the fine, degradation, humiliation, and pain.

49 Rav Zeira says: It cannot be that he pays a total of only fifty sela, as people will say: Does it make sense that one who engaged in forced intercourse with, i.e., raped, a daughter of kings pays a sum of fifty sela, when she suffers great humiliation, and one who engaged in forced intercourse with the daughter of ordinary people [hedyotot] also pays fifty sela?

50 Abaye said to Rav Zeira: If so, the same claim can be applied with regard to a slave killed by an ox. People will also say: Does it make sense that a slave who pierces pearls [margalit] is worth thirty sela, and a slave who performs needlecraft is also worth thirty sela? Nevertheless, the mishna clearly indicates that there is no distinction between the two slaves, as the Torah states a fixed payment. Rather, Rav Zeira says that there is a different proof:

51 Had two men engaged in forced intercourse with her, one in an atypical manner, i.e., anal intercourse, leaving her hymen untouched, and one in a typical manner, vaginal intercourse, in which case the second man pays the fine, people will say: Does it make sense that one who engaged in forced intercourse with a tainted woman, who has had anal intercourse, pays fifty sela, and one who engaged in forced intercourse with an untainted virgin also pays fifty sela? Apparently, the fifty sela is the fixed sum of the fine, while the rest of the payment varies on a case-by-case basis.

52 Abaye again said to Rav Zeira: If so, the same claim can be applied with regard to a slave who is killed by an ox. People will say: Does it make sense that a healthy slave is worth thirty sela and a slave afflicted with boils is also worth thirty sela? Yet the mishna clearly indicates that there is no distinction, as the Torah states a fixed amount.

53 Rather, Abaye said that the reason the payment of fifty sela does not cover all forms of damage is that the verse states: “Then the man that lay with her shall give to the young woman’s father fifty silver shekels, and she shall be his wife, because he tormented her; he may not send her away all his days” (Deuteronomy 22:29). This means that the payment is only for the torment, i.e., the rape. It

may be inferred that there are additional payments for humiliation and degradation, beyond payment of the fine.

54 Rava says a different answer, that the verse states: “Then the man that lay with her shall give to the young woman’s father fifty silver shekels” (Deuteronomy 22:29). Rava infers from here that payment for the pleasure of lying with the woman is fifty shekel. It may be inferred from here that there are other matters that must be paid by the rapist. And what are they? Compensation for humiliation and degradation.

55 MISHNA: There are halakhot with regard to a defamer, who falsely claims that his bride was not a virgin, that are lenient and others that are stringent. How so? Both one who defamed a young woman who is the most prominent in the priesthood and one who defamed a young woman who is the lowliest among the Israelites gives payment of one hundred sela, the fine stated in the Torah (Deuteronomy 22:19).

56 Based on the relative scope of the fines, with the defamer paying twice the sum of the rapist and the seducer, it is apparent that one who utters malicious speech with his mouth is a more severe transgressor than one who performs an action. And this is corroborated, as we found that the sentence imposed on our ancestors in the wilderness was sealed only due to the malicious speech disseminated by the spies, as it is stated at that time: “All those men that have seen My glory, and My signs, which I wrought in Egypt and in the wilderness, yet they have tried Me these ten times and have not listened to My voice” (Numbers 14:22).

57 GEMARA: The mishna teaches that one who utters malicious speech with his mouth is a more severe sinner than one who performs an action. The Gemara asks: From where is this proven? Perhaps the punishment for the one who defames is more severe because the defamation has the potential to cause his wife’s death. As it is written: “But if this thing be true, that the signs of virginity were not found in the young woman, then they shall bring out the young woman to the door of her father’s house, and the men of her city shall stone her with stones that she die” (Deuteronomy 22:20–21).

58 Rava said that the verse states: “And they shall fine him a hundred shekels of silver, and give them unto the father of the young woman, because he has defamed a virgin of Israel; and she shall be his wife; he may not send her away all his days” (Deuteronomy 22:19). This indicates that he is punished severely for his words, for the defamation, not because she might be put to death.

59 § The mishna teaches: As we found that the sentence imposed on our ancestors in the wilderness was sealed only due to the malicious speech disseminated by the spies. The Gemara asks: From where is known that their punishment was due to the malicious speech of the spies? Perhaps until that time their se’a, the measure of their sins warranting punishment, was not yet filled, as Rav Hamnuna says: The Holy One, Blessed be He, does not punish a person until his se’a is filled, as it is stated: “In the fullness of his sufficiency he shall be in straits” (Job 20:22). In other words, one is punished only when he has committed a sufficient number of sins, and the malicious speech of the spies was simply the last of a series of transgressions.

60 Reish Lakish said that the verse states: “All those men who have seen My glory, and My signs, which I wrought in Egypt and in the wilderness, yet they have tried Me now [zeh] ten times and have not listened to My voice” (Numbers 14:22). The extra word “now [zeh]” teaches that their sentence was sealed for this specific sin, i.e., the malicious speech of the spies.

[61] It is taught in a baraita that Rabbi Elazar ben Perata says: Come and see how great the power of malicious speech is. From where do we derive this? From the punishment received by the spies. And if one who defames the wood and rocks of Eretz Yisrael received such a severe punishment, then with regard to one who defames another person, all the more so will he be punished severely.

[62] The Gemara asks: From where is it known that the punishment of the spies was for malicious speech? Perhaps their punishment was due to the sin explained by Rabbi Ḥanina bar Pappa. As Rabbi Ḥanina bar Pappa says: The spies uttered a great statement of blasphemy at that time. As it is written: "But the men that went up with him said: We are not able to go up against the people; for they are stronger than us [mimmennu]" (Numbers 13:31). Do not read this as "for they are stronger than us [mimmennu]" but rather read it as: For they are stronger than Him [mimmennu]. i.e., stronger than God. They were saying, as it were, that the owner, i.e., God, cannot remove His utensils, the inhabitants of Eretz Yisrael, from there. If so, one can explain that the spies were punished for their blasphemy rather than for their malicious speech.

[63] Rather, Rabba says that Reish Lakish says that the verse states: "Those men that brought up an evil report of the land died by the plague before the Lord" (Numbers 14:37). This teaches that they were punished not for their blasphemy but for the evil report of the land that they brought.

[64] It is taught in a baraita that Rabbi Yehuda says: Our ancestors tried the Holy One, Blessed be He with ten trials: Two at the sea, and two with water, two with the manna, two with the quail, one with the golden calf, and one in the wilderness of Paran.

[65] The Gemara lists the ten trials in detail. Two at the sea: One when the Jews descended into the sea, and one when they ascended from the sea. The Jews tried God when they descended into the sea, as it is written: "And they said to Moses: Because there were no graves in Egypt, have you taken us away to die in the wilderness? What is this you have done to us, to take us out of Egypt" (Exodus 14:11).

[66] And they also tried God when they ascended from the sea, in accordance with the opinion of Rav Huna, as Rav Huna says: The Jewish people of that generation, during the Exodus, were of little faith. This is in accordance with a statement of Rabba bar Mari. As Rabba bar Mari says: What is the meaning of that which is written: "But they were rebellious at the sea, even at the Red Sea. Nevertheless, He saved them for His Name's sake" (Psalms 106:7–8)? This teaches that the Jews were rebellious at that time, and they said: Just as we are ascending from one side, so too perhaps the Egyptians are ascending from the other side, and we will not be saved.

[67] The Holy One, Blessed be He, said to the ministering angel of the sea: Spew out the dead Egyptians onto dry land. The ministering angel said before Him: Master of the Universe, is there a servant whose master gives him a gift and then takes it from him? Since the dead Egyptians were given to me for my fish to eat, how can You retract Your gift? God said to the sea: I will give you one and a half times their number. Although I am taking them back now, later I will give you one and a half times as many people. In the case of the Egyptians it is stated: "Six hundred chosen chariots" (Exodus 14:7), whereas with regard to Sisera, who was defeated at the Kishon Brook, it is written: "Nine hundred chariots of iron" (Judges 4:13).

[68] The ministering angel said before Him: Master of the Universe, is there a servant who issues a claim against his master for a gift promised to him? Who will be the guarantor? God said to the ministering angel: The Kishon Brook will be a guarantor for Me. Immediately, the sea spewed the

Egyptians out onto the land, and the Jewish people came and saw that they were dead. As it is written: “And Israel saw the Egyptians dead upon the seashore” (Exodus 14:30).

69 The Gemara continues its list of the Jewish people’s trials of God: Two with water: One in Mara and one in Rephidim. The Jewish people tested God in Mara as it is written: “And when they came to Mara, they could not drink of the waters of Mara, for they were bitter. Therefore the name of it was called Mara” (Exodus 15:23), as Mara means bitter. And it is written: “And the people murmured against Moses, saying: What shall we drink?” (Exodus 15:24).

70 The Jewish people also tested God in Rephidim, as it is written: “And all the congregation of the children of Israel journeyed from the wilderness of Sin, by their stages, according to the commandment of the Lord, and encamped in Rephidim; and there was no water for the people to drink” (Exodus 17:1). And it is written: “And the people fought with Moses, and said: Give us water that we may drink. And Moses said to them: Why do you fight with me? Why do you test the Lord?” (Exodus 17:2).

71 The Gemara continues: Two with manna, as it is written:

72 Do not go out, as indicated in the verse: “And Moses said: Eat that today; for today is a Sabbath for the Lord; today you will not find it in the field” (Exodus 16:25). But nevertheless there were people who went out to look for manna, as it is written: “And it came to pass on the seventh day that some of the people went out to gather, and they found none” (Exodus 16:27). The verse also states: “And Moses said to them: Let no man leave any of it until the morning” (Exodus 16:19), and there were people who left it until morning, as it states: “But they did not listen to Moses; and some of them left of it until the morning, and it bred worms, and rotted; and Moses was angry with them” (Exodus 16:20).

73 The Gemara continues its elucidation of the baraita: There were two trials relating to the quail, one was on the first occasion when the quail appeared, and the other on the second occasion the quail appeared. The Gemara clarifies: The trial of the first quail is described in the verse: “And the children of Israel said to them: Would that we had died by the hand of the Lord in the land of Egypt, when we sat by the meat pots, when we ate bread to the full; for you have brought us into this wilderness, to kill this whole assembly with hunger” (Exodus 16:3). Immediately afterward the quail arrived, as the verse states: “And it came to pass in the evening, that the quail came up, and covered the camp; and in the morning there was a layer of dew round about the camp” (Exodus 16:13).

74 The second trial of the quail is described in the verse: “And the mixed multitude that was among them desired; and the children of Israel also wept on their part, and said: Would that we were given meat to eat” (Numbers 11:4). Later the verse states: “And there went forth a wind from the Lord, and brought across quails from the sea and let them fall by the camp, about a day’s journey on this side and a day’s journey on the other side, round about the camp, and about two cubits above the face of the earth” (Numbers 11:31).

75 The Gemara concludes its detailing of the Jewish people’s ten trials of God: The trial of the golden calf is as it is described in the Torah (Exodus, chapter 32), and the trial in the wilderness of Paran is as it is described in the Torah (Numbers, chapter 13).

76 § The Gemara returns to the topic of malicious speech. Rabbi Yoḥanan says in the name of Rabbi Yosei ben Zimra: What is the meaning of that which is written: “What shall be given to you, and

what more shall be done for you, you deceitful tongue” (Psalms 120:3)? The Holy One, Blessed be He said to the tongue: All the other limbs of a person are upright, but you are lying horizontally. All the other limbs of a person are external, but you are internal. And moreover, I have surrounded you with two walls, one of bone, i.e., the teeth, and one of flesh, the lips. What shall be given to you and what more shall be done for you, to prevent you from speaking in a deceitful manner, tongue?

77 Furthermore, Rabbi Yoḥanan says in the name of Rabbi Yosei ben Zimra: Anyone who speaks malicious speech is considered as though he denied the fundamental belief in God. As it is stated: “Who have said: We will make our tongue mighty; our lips are with us: Who is lord over us” (Psalms 12:5).

78 And Rabbi Yosei ben Zimra says: Anyone who speaks malicious speech will be afflicted by leprous marks coming upon him, as it is stated: “Whoever defames his neighbor in secret, I will destroy him [atzmit]; whoever is haughty of eye and proud of heart, I will not suffer him” (Psalms 101:5). And it is written there: “And the land shall not be sold in perpetuity [letzmitut]; for the land is Mine; for you are strangers and settlers with Me” (Leviticus 25:23). And we translate this term letzmitut as laḥalutin, in perpetuity or confirmed.

79 Rabbi Yosei ben Zimra continues: And we learned in a mishna (Megilla 8b): The difference between a quarantined leper, i.e., one examined by a priest who found his symptoms inconclusive, and who must therefore remain in isolation for a period of up to two weeks to see if conclusive symptoms develop, and a confirmed [muḥlat] leper, one whose symptoms were conclusive and the priest declared him a definite leper, is only with regard to letting the hair on one’s head grow wild and rending one’s garments. A confirmed leper is obligated to let the hair on his head grow wild and rend his garments; a quarantined leper is not. The similarity in the terms teaches that one who speaks malicious speech will be afflicted with leprous marks.

80 Reish Lakish says: What is the meaning of that which is written: “This shall be the law of the leper [metzora] in the day of his cleansing: He shall be brought to the priest” (Leviticus 14:2)? This means that this shall be the law of a defamer [motzi shem ra].

81 And Reish Lakish says: What is the meaning of that which is written: “If the serpent bites before it is charmed, then what advantage is there to the master of the tongue” (Ecclesiastes 10:11). What is the connection between the serpent and the master of the tongue? In the future, all the animals will gather and come to the serpent and will say to it: A lion tramples with its paws to kill its prey and eats; a wolf tears with its teeth to kill its prey and eats. But you, what benefit do you have when you bite, as you cannot eat every animal that you kill? The serpent will say to them: And what is the benefit to the master of the tongue that speaks malicious speech?

82 And Reish Lakish says: Anyone who speaks malicious speech increases his sins until the heavens, as it is stated: “They have set their mouth against the heavens, and their tongue walks through the earth” (Psalms 73:9). In other words, while his tongue walks on the earth, his sin reaches the heavens.

83 Rav Ḥisda says that Mar Ukva says: Anyone who speaks malicious speech, it is appropriate to stone him with stones. It is written here: “Whoever defames his neighbor in secret, I will destroy him [atzmit]” (Psalms 101:5), and it is written there: “They have destroyed [tzamtu] my life in the dungeon, and have cast stones upon me” (Lamentations 3:53).

[84] And Rav Ḥisda says that Mar Ukva says: With regard to anyone who speaks malicious speech, the Holy One, Blessed be He says about him: He and I cannot dwell together in the world. As it is stated in the verse: “Whoever slanders his neighbor in secret, I will destroy him; whoever is haughty of eye and proud of heart, I will not suffer him” (Psalms 101:5). Do not read the phrase as: “I will not suffer him [oto],” but as: With him [ito] I cannot bear to dwell. God is saying that He cannot bear having this person in the world with Him. And there are those who teach this notion of God’s not being able to tolerate a certain type of person in reference to the arrogant, i.e., they apply it to the last part of the verse: Proud of heart.

[85] Rav Ḥisda further says that Mar Ukva says: With regard to anyone who speaks malicious speech, the Holy One Blessed be He says about him to Gehenna: I will be on him from above, and you will be on him from below, and together we will judge him and punish him. As it is stated: “Sharp arrows of the mighty, with coals of broom” (Psalms 120:4), and the word “arrow” means nothing other than the tongue, as it is stated: “Their tongue is a sharpened arrow; it speaks deceit. One speaks peaceably to his neighbor with his mouth, but in his heart he lies in wait for him” (Jeremiah 9:7).

[86] Mar Ukva continued: And the word “mighty” in Psalms 120:4 means nothing other than the Holy One, Blessed be He, as it is stated: “The Lord will go forth as a mighty man, He will stir up jealousy like a man of war; He will cry; He will shout aloud, He will prove Himself mighty against His enemies” (Isaiah 42:13). And as for the coals of the broom tree [gaḥalei retamim] that burn for a long time, this is an allusion to Gehenna.

[87] Rabbi Ḥama, son of Rabbi Ḥanina says: What is the remedy for those who speak malicious speech? If he is a Torah scholar, let him study Torah, as it is stated: “A soothing tongue is a tree of life, but its perverseness is a broken spirit” (Proverbs 15:4). And the word “tongue” means nothing other than malicious speech, as it is stated: “Their tongue is a sharpened arrow; it speaks deceit” (Jeremiah 9:7). And the word “tree” means nothing other than Torah, as it is stated: “It is a tree of life to them that lay hold of it” (Proverbs 3:18). And if he is an ignoramus, let him humble his mind, as it is stated: “Its perverseness is a broken spirit” (Proverbs 15:4). In other words, one who perverts his tongue with malicious speech should remedy his behavior by cultivating a broken and humble spirit.

[88] Rabbi Aḥa, son of Rabbi Ḥanina says: If one has already spoken malicious speech, he has no remedy, as King David, inspired by Divine Spirit, has already cut him off with the punishment of karet, as it is stated: “May the Lord cut off [yakhret] all flattering lips, the tongue that speaks great things” (Psalms 12:4). Rather, what is his remedy beforehand, so that he does not come to speak malicious speech? If he is a Torah scholar, let him study Torah; and if he is an ignoramus let him humble his mind, as it is stated: “A soothing tongue is a tree of life, but its perverseness is a broken spirit” (Proverbs 15:4). One who is humble will not come to speak badly about another.

[89] The school of Rabbi Yishmael taught: Anyone who speaks malicious speech increases his sins to the degree that they correspond to the three cardinal transgressions: Idol worship, and forbidden sexual relations, and bloodshed. This can be derived from a verbal analogy based on the word “great.” It is written here: “May the Lord cut off all flattering lips, the tongue that speaks great things” (Psalms 12:4). And it is written with regard to idol worship: “And Moses returned to the Lord, and said: Oh, this people have sinned a great sin, and have made for themselves a god of gold” (Exodus 32:31).

90 With regard to forbidden sexual relations it is written that when Potiphar’s wife attempted to seduce Joseph he responded: “How can I do this great wickedness, and sin against God” (Genesis 39:9). With regard to bloodshed it is written, after Cain murdered his brother: “And Cain said to the Lord: My punishment is greater than I can bear” (Genesis 4:13). The Torah describes each of these three cardinal sins with the word “great” in the singular, whereas malicious speech is described with the plural term “great things,” indicating that it is equivalent to all three of the other transgressions together.

91 The Gemara asks: Granted that with regard to malicious speech the verse uses the plural: “Great things,” but the plural indicates a minimum of two. If so, one can only say that malicious speech is equivalent to two of the cardinal transgressions. The Gemara responds: Which of them could be taken out as less than the other two? All three are equal. Therefore malicious speech must be equivalent to all three.

92 In the West, Eretz Yisrael, they say: Third speech, i.e., malicious speech about a third party, kills three people. It kills the one who speaks malicious speech, and the one who accepts the malicious speech when he hears it, and the one about whom the malicious speech is said.

93 Rabbi Ḥama, son of Rabbi Ḥanina, says: What is the meaning of that which is written: “Death and life are in the hand of the tongue” (Proverbs 18:21). Does the tongue have a hand? Rather the verse comes to tell you that just as a hand can kill, so too a tongue can kill. If you were to claim that just as the hand kills only from close by, so too the tongue kills only from close by, therefore the verse states: “Their tongue is a sharpened arrow” (Jeremiah 9:7). The tongue kills like an arrow that is fired from a bow, at a great distance.

94 If you say that just as an arrow can kill only within the distance it can be shot, which is up to about forty or fifty cubits, so too a tongue can kill only from up to forty or fifty cubits, therefore the verse teaches: “They have set their mouth against the heavens, and their tongue walks through the earth” (Psalms 73:9). This teaches that malicious speech can reach great distances, even the distance between heaven and earth.

95 The Gemara asks: But since it is written: “They have set their mouth against the heavens, and their tongue walks through the earth” (Psalms 73:9), which teaches that malicious speech reaches between heaven and earth, why do I need that which we derived from the verse: “Their tongue is a sharpened arrow” (Jeremiah 9:7), i.e. that a tongue can kill from the distance an arrow flies? The Gemara answers: This teaches us that a tongue kills in the same manner that an arrow kills.

96 The Gemara further asks: But since it is written: “Their tongue is a sharpened arrow” (Jeremiah 9:7), why do I need the verse: “Death and life are in the hand of the tongue” (Proverbs 18:21), which merely teaches that a tongue can kill? The Gemara answers: This verse is necessary for a statement of Rava, as Rava says: One who wants life can attain it by means of his tongue, which he can use for speaking appropriately and studying Torah. One who wants death can also attain it by means of his tongue, by using it for inappropriate and malicious speech.

97 The Gemara asks: What is considered malicious speech? In other words, how is malicious speech defined and what are the limits of the prohibition? Rava said: For example, if one says: There is always fire at so-and-so’s home, indicating that they are always cooking food there. Abaye said to Rava: What did this person do wrong by saying that there is always fire in that home? His statement is merely revealing the true facts, and is not malicious speech. Rather, it is considered malicious

speech if he expressed this in a slanderous manner. For example, if he says: Where else can one find fire except at so-and-so's home, because they are always cooking food there.

[98] Rabba says: Any statement that is said in the presence of its master, i.e., if the subject of the statement was there, does not have any prohibition due to malicious speech. Abaye said to him: All the more so it is proscribed speech, as it is both impudence and malicious speech. Rabba said to Abaye: I hold in accordance with the opinion of Rabbi Yosei, as Rabbi Yosei says: In all my days I never said something and then turned around to see if the person I was speaking about was standing behind me listening, as I would say it even to the person involved. He says,

[99] i.e., Rabba bar Rav Huna says: Any matter that was said in the presence of three people does not have the status of malicious speech if one subsequently repeats it. What is the reason? The reason is that your friend has a friend, and your friend's friend has a friend. Once the information has been stated in the presence of three people, it can be assumed that it will spread and become public knowledge, as each person will tell someone else.

[100] The Gemara continues its discussion of good and bad speech. When Rav Dimi came from Eretz Yisrael to Babylonia he said: What is the meaning of that which is written: "He that blesses his friend with a loud voice, rising early in the morning, it shall be counted a curse to him" (Proverbs 27:14)? For example, when one is invited to a host, and they look after him very well. The following day the guest goes out and sits in the marketplace and says: May the Merciful One bless so-and-so, as this is how well he looked after me. And all the people in the marketplace hear and go to this host and afflict him by expecting him to look after all of them in the same way, and he is compelled to spend his money on them. It turns out that the praise and blessing the guest lavished upon his host brought a curse upon him.

[101] Similarly, Rav Dimi, the brother of Rav Safra, teaches: A person should never speak about the goodness of another in the presence of others, as through speaking about his goodness he will come to speak about him in a derogatory manner, as he will eventually note the exceptions to his goodness, or his listeners will temper his praise by mentioning that individual's bad qualities.

[102] There are those who say that Rav Dimi did not actually make this statement himself. Rather, the following incident occurred: Rav Dimi, the brother of Rav Safra, was ill. Rav Safra went in to inquire about his condition. Rav Dimi said to those present: I have blessing and merit coming to me, as I have fulfilled all of the statements that the Sages say. Rav Safra said to him: But have you fulfilled the instruction of the Sages that a person should never speak about the goodness of another in the presence of others, as through speaking about his goodness he will come to speak about him in a derogatory manner? Rav Dimi said to them: I never heard this statement of the Sages, but had I heard it, I would have fulfilled it.

[103] § Rabbi Shmuel bar Naḥmani says that Rabbi Yoḥanan says: Leprous marks come and afflict a person for seven sinful matters: For malicious speech, for bloodshed, for an oath taken in vain, for forbidden sexual relations, for arrogance, for theft, and for stinginess.

[104] The Gemara explains the source for the claim that each of these seven sins is punishable with leprosy. For malicious speech one is punished, as it is written: "Whoever defames his neighbor in secret, I will destroy him; whoever is haughty of eye and proud of heart, I will not suffer him" (Psalms 101:5). The Gemara explained above (15b) that this is referring to leprosy.

[105] For bloodshed, as it is written about Joab, as punishment for murdering Abner: “And let there not fail from the house of Joab a zav, or a leper, or that leans on a staff, or that falls by the sword, or that lacks bread” (II Samuel 3:29).

[106] And for an oath taken in vain, as it is written: “And Naaman said: Be content [ho’el], take two talents. And he urged him, and bound two talents of silver in two bags, with two changes of garment, and laid them upon two of his servants; and they bore them before him” (II Kings 5:23). The Sages maintain that the term ho’el indicates an oath, and that Naaman requested of Gehazi, to whom this was stated, to take an oath that Elisha had sent him to accept gifts, which Elisha had not done, and Gehazi took the oath. When Elisha found out what Gehazi had done he cursed him, and so it is written: “The leprosy of Naaman shall stick to you and to your children forever. And he went out from his presence a leper as white as snow” (II Kings 5:27).

[107] And for forbidden sexual relations, as it is written: “And the Lord afflicted Pharaoh and his house with great afflictions because of Sarai, Abram’s wife” (Genesis 12:17).

[108] And for arrogance, as it is written with regard to King Uzziah: “But when he was strong his heart became arrogant so that he did corruptly, and he trespassed against the Lord his God; for he went into the temple of the Lord to burn incense upon the altar of incense” (II Chronicles 26:16). And it states: “Then Uzziah was angry; and he had a censer in his hand to burn incense; and while he was angry with the priests, the leprosy broke forth in his forehead” (II Chronicles 26:19).

[109] And for theft, as it is written: “And the priest shall command that they empty the house, before the priest go in to see the mark, that all that is in the house not become impure; and afterward the priest shall go in to see the house” (Leviticus 14:36). In explanation of this verse, the Sages taught: He gathered property that is not his, therefore let the priest come and scatter his property.

[110] And for stinginess, as it is written: “Then he that owns the house shall come and tell the priest, saying: There seems to me to be as it were a mark in the house” (Leviticus 14:35). And the school of Rabbi Yishmael taught: The verse calls him the one who owns the house because it is referring to one who was stingy and treated his house as being exclusively his, and did not allow others to share his property.

[111] The Gemara asks: Is that so? Doesn’t Rabbi Anani bar Sason say: Why was the passage in the Torah that discusses the priestly vestments (Leviticus 8) juxtaposed to the passage that discusses offerings (Leviticus, chapters 1–7)? To tell you that just as offerings atone, so too the priestly vestments atone. For what does each garment atone? The tunic [ketonet] atones for bloodshed, as it is written with regard to Joseph’s brothers after they plotted to kill him: “And they killed a goat, and dipped the coat [ketonet] in the blood” (Genesis 37:31). The trousers atone for forbidden sexual relations, as it is written with regard to the priestly vestments: “And you shall make them linen trousers to cover the flesh of their nakedness” (Exodus 28:42).

[112] The mitre atones for the arrogant, in accordance with the opinion of Rabbi Ḥanina, as Rabbi Ḥanina says: It is logical that an item placed at an elevation, i.e., on the head of a priest, shall come and atone for the matter of an elevated heart. The belt atones for thought of the heart. The Gemara elaborates: The belt atones for the sins occurring where it is situated, i.e., over the heart, as it is written: “And you shall put in the breastplate of judgment the Urim and the Tummim; and it shall be upon Aaron’s heart, when he goes in before the Lord; and Aaron shall bear the judgment of the children of Israel upon his heart before the Lord continually” (Exodus 28:30).

[113] The breastplate of the High Priest atones for improper judgments, as it is written: “And you shall make a breastplate of judgment” (Exodus 28:15). The ephod of the High Priest atones for idol worship, as it is written: “And without ephod or teraphim” (Hosea 3:4), that is to say, when there is no ephod, the sin of teraphim, i.e., idol worship, is found. This indicates that if there is an ephod, there is no sin of idol worship. The robe of the High Priest atones for malicious speech, as the Holy One, Blessed be He says: Let an item that produces sound, i.e., the bells of the robe, come and atone for an act of malicious sound, i.e., malicious speech.

[114] Finally, the frontplate of the High Priest atones for an act of brazenness. From where is this derived? Here, with regard to the frontplate, it is written: “And it shall be upon Aaron’s forehead” (Exodus 28:38), and there, with regard to brazenness, it is written: “And you had a prostitute’s forehead” (Jeremiah 3:3). The statement of Rabbi Anani bar Sason indicates that the robe worn by the High Priest atones for malicious speech, which means that one is not punished by leprosy, as claimed by Rabbi Shmuel bar Naḥmani.

[115] The Gemara answers: This is not difficult. Here, the statement of Rabbi Shmuel bar Naḥmani is referring to a case where his actions were effective and caused damage. There, Rabbi Anani bar Sason is referring to a case where his actions were not effective. If his actions were effective and caused harm or quarrels, leprous marks come upon him as punishment. If his actions were not effective and did not cause any damage, the robe atones for his sin.

[116] The Gemara asks: But doesn’t Rabbi Simon say that Rabbi Yehoshua ben Levi says: There are two matters for which we do not find atonement through offerings, but we find atonement for them through another matter, and they are: Bloodshed and malicious speech. With regard to bloodshed, its atonement comes from the heifer whose neck is broken. This is referring to a case where a murdered body is found but the murderer is unknown. In such an instance, the Torah mandates that the town nearest the body must break the neck of a heifer as atonement for the transgression (see Deuteronomy 21:1–9).

[117] And malicious speech is atoned for through incense, as Rabbi Ḥanina taught in a baraita: We have learned that incense atones, as it is written in the incident when the Israelites were afflicted with a plague for speaking slanderously against Moses and Aaron: “And he put on the incense, and made atonement for the people” (Numbers 17:12). And similarly, the school of Rabbi Yishmael taught: For what does incense atone? For malicious speech. It is as though the Holy One, Blessed be He, says: Let an item that is sacrificed in private, i.e., the incense, which is burnt inside the Sanctuary, come and atone for an action generally performed in private, i.e., malicious speech.

[118] The Gemara notes the apparent contradictions: One statement concerning bloodshed is difficult, as it is contradicted by the other statement about bloodshed: According to Rabbi Anani bar Sason the tunic atones for bloodshed, whereas the baraita states that the heifer whose neck is broken atones for this sin. Furthermore, one statement concerning malicious speech is difficult, as it is contradicted by the other statement about malicious speech: Rabbi Anani bar Sason maintains that the robe atones for malicious speech, whereas according to the baraita it is the incense that atones for this transgression.

[119] The Gemara answers: The apparent contradiction between one statement about bloodshed and the other statement about bloodshed is not difficult, as this, the tunic, atones for bloodshed in a case where it is known who killed him, and that, the heifer, atones in a case where it is not known who killed him.

[120] The Gemara asks: If it is known who killed him, the murderer is deserving of death, and there is no atonement for the community until he is put to death, as the verse states: “And no atonement can be made for the land for the blood that is shed within it, but by the blood of him that shed it” (Numbers 35:33). The Gemara responds: There are certain instances where it is impossible to put him to death, e.g., if he murdered intentionally but witnesses did not warn him beforehand of the consequences of committing murder. In such a case, the court may not put the murderer to death, as there is no punishment without prior warning.

[121] The Gemara continues: With regard to the apparent contradiction between one statement dealing with malicious speech and the other statement about malicious speech, it is also not difficult, as this, the incense, atones for malicious speech spoken in private,

[122] whereas that robe atones for malicious speech spoken in public.

[123] Rabbi Shmuel bar Nadav asked Rabbi Ḥanina, and some say that it was Rabbi Shmuel bar Nadav, the son-in-law of Rabbi Ḥanina, who asked of Rabbi Ḥanina, and some say that he asked it of Rabbi Yehoshua ben Levi: What is different and notable about a leper, that the Torah states: “He shall dwell alone; outside of the camp shall be his dwelling” (Leviticus 13:46)? He replied: By speaking malicious speech he separated between husband and wife and between one person and another; therefore he is punished with leprosy, and the Torah says: “He shall dwell alone; outside of the camp shall be his dwelling.”

[124] Rabbi Yehuda ben Levi says: What is different and notable about a leper that the Torah states that he is to bring two birds for his purification (Leviticus 14:4)? The Holy One, Blessed be He says: He acted by speaking malicious speech with an act of chatter; therefore the Torah says that he is to bring an offering of birds, who chirp and chatter all the time.

[125] § The Sages taught in a baraita: “You shall not hate your brother in your heart; you shall rebuke [hokhe’aḥ tokhiaḥ] your neighbor, and do not bear sin because of him” (Leviticus 19:17). Why does the verse specify “in your heart”? One might have thought that the verse means: Do not hit him, do not slap him, and do not ruin him due to hatred. Therefore the verse states “in your heart.” This teaches that the verse speaks of hatred in the heart.

[126] From where is it derived with regard to one who sees an unseemly matter in another that he is obligated to rebuke him? As it is stated: “You shall rebuke [hokhe’aḥ tokhiaḥ] your neighbor.” If one rebuked him for his action but he did not accept the rebuke, from where is it derived that he must rebuke him again? The verse states: “You shall rebuke [hokhe’aḥ tokhiaḥ],” and the double language indicates he must rebuke in any case. One might have thought that one should continue rebuking him even if his face changes due to humiliation. Therefore, the verse states: “Do not bear sin because of him”; the one giving rebuke may not sin by embarrassing the other person.

[127] It is taught in a baraita that Rabbi Tarfon says: I would be surprised if there is anyone in this generation who can receive rebuke. Why? Because if the one rebuking says to him: Remove the splinter from between your eyes, i.e., rid yourself of a minor infraction, the other says to him: Remove the beam from between your eyes, i.e., you have committed far more severe sins. Rabbi Elazar ben Azaria says: I would be surprised if there is anyone in this generation who knows how to rebuke correctly, without embarrassing the person he is rebuking.

[128] And Rabbi Yoḥanan ben Nuri says: I call the heavens and the earth as witnesses before me that Akiva was lashed, i.e., punished, many times on my account, as I would complain about him before Rabban Shimon ben Gamliel the Great. And all the more so I thereby increased his love for me. This incident serves to affirm that which is stated: “Do not rebuke a scorner lest he hate you; rebuke a wise man and he will love you” (Proverbs 9:8). A wise man wants to improve himself and loves those who assist him in that task.

[129] Rabbi Yehuda, son of Rabbi Shimon, asked his father: If one is faced with the choice of rebuke for its own sake, or humility not for its own sake, which of them is preferable? His father said to him: Do you not concede that humility for its own sake is preferable? As the Master says: Humility is the greatest of all the positive attributes. If so, humility not for its own sake is also preferable, as Rav Yehuda says that Rav says: A person should always engage in Torah and mitzvot even if not for their own sake, i.e., without the proper motivation but for ulterior motives, as through the performance of mitzvot not for their own sake, one will come in the end to do them for their own sake.

[130] The Gemara asks: What is considered rebuke for its own sake and humility not for its own sake? The Gemara answers: It is like this incident that occurred when Rav Huna and Ḥiyya bar Rav were sitting before Shmuel. Ḥiyya bar Rav said to Shmuel: See, Master, that Rav Huna is afflicting me. Rav Huna accepted upon himself that he would not afflict Ḥiyya bar Rav anymore. After Ḥiyya bar Rav left, Rav Huna said to Shmuel: Ḥiyya bar Rav did such-and-such to me, and therefore I was in the right to cause him distress. Shmuel said to him: Why did you not say this in his presence? Rav Huna said to him: Heaven forbid that the son of Rav should be humiliated because of me. This provides an example of rebuke for its own sake, as Rav Huna originally rebuked Ḥiyya bar Rav only when Shmuel was not present, and of humility not for its own sake, as Rav Huna did not forgive Ḥiyya bar Rav but simply did not wish to humiliate him.

[131] § The Gemara asks: Until where does the obligation of rebuke extend? Rav says: Until his rebuke is met by hitting, i.e., until the person being rebuked hits the person rebuking him.And Shmuel says: Until his rebuke is met by cursing, i.e., he curses the one rebuking him. And Rabbi Yoḥanan says: Until his rebuke is met by reprimand. The Gemara points out that this dispute between these amora’im is like a dispute between tanna’im: Rabbi Eliezer says: Until his rebuke is met by hitting; Rabbi Yehoshua says: Until his rebuke is met by cursing; ben Azzai says: Until his rebuke is met by reprimand.

[132] Rav Naḥman bar Yitzḥak says: And all three of them expounded the same one verse, from which they derived their respective opinions. After Jonathan rebuked his father, Saul, for the way he treated David, the verse states: “Then Saul’s anger was kindled against Jonathan, and he said unto him: You son of perverse rebellion, do not I know that you have chosen the son of Yishai to your own shame, and to the shame of your mother’s nakedness” (I Samuel 20:30). And it is written: “And Saul cast his spear at him to smite him, whereby Jonathan knew that it had been determined by his father to put David to death” (I Samuel 20:33).

[133] According to the one who says: Until his rebuke is met by hitting, it is derived from that which is written: “To smite him.” And according to the one who says: Until his rebuke is met by cursing, it is derived from that which is written: “To the shame of your mother’s nakedness.” And according to the one who says: Until his rebuke is met by reprimand, it is derived from that which is written: “Then Saul’s anger was kindled.”

[134] The Gemara asks: But according to the one who says: Until his rebuke is met by reprimand, aren't both hitting and cursing written in that verse? The Gemara answers: It is different there, as due to the special fondness that Jonathan had for David, he subjected himself to more abuse than is required by halakha.

[135] Apropos the topic of losing patience and hitting another, the Gemara asks: Until where does the requirement that a person should not change his place of lodging extend, i.e., how much must one suffer before he may move elsewhere? Rav says: Until the point of the host's hitting him. And Shmuel says: Until the host packs up the guest's clothes and places them on his back to throw him out.

[136] The Gemara comments: If it is a case where the host hits the guest himself, everyone agrees that the guest may move lodging. Similarly, if the host packs up the guest's clothes and places them on his back, everyone also agrees that he may leave. When they disagree is in a case where the host hits his wife. One Sage, Rav, holds that since the host does not hurt the guest himself, what difference does it make to him? Therefore, he should not change his lodging on that account. And one Sage, Shmuel, holds that if he continues to stay in that place he will come to fight with his host about this matter.

[137] And why is it so important that one should remain in the same lodging until he is forced to leave? It is as the Master says: A guest has the potential to degrade and to be degraded. If he moves from one place of lodging to another, people will assume that his host is unpleasant to him and that he is not a well-behaved guest, as the two of them cannot get along with one another, and the reputations of both of them will be tarnished.

[138] Rav Yehuda says that Rav says: From where in the Torah is it derived that a person should not change his place of lodging? As it is stated when Abraham returned from Egypt: "And he went on his journeys from the South to Beth El, to the place where his tent had been at the beginning, between Beth El and Ai" (Genesis 13:3). Abraham took pains to revisit the same places he had stayed on his journey to Egypt.

[139] Rabbi Yosei, son of Rabbi Ḥanina says: The source is from here, the beginning of the verse: "And he went on his journeys," i.e., the same journeys he made on the way down to Egypt. What is the difference between these two explanations? The practical difference between them is with regard to a temporary lodging. According to Rabbi Yosei son of Rabbi Ḥanina, even one who is on a journey must return to stay in the same place where he originally lodged, whereas "his tent" indicates a measure of permanence.

[140] Rabbi Yoḥanan says: From where is it derived that a person should not change from his craft and from the craft of his fathers? As it is stated: "And King Solomon sent and fetched Hiram out of Tyre. He was the son of a widow of the tribe of Naphtali, and his father was a man of Tyre, a worker in brass; and he was filled with wisdom and understanding and skill, to work all works in brass. And he came to King Solomon, and wrought all his work" (I Kings 7:13–14).

[141] And the Master says: Hiram's mother was also from the house of Dan, as the verse states about him: "The son of a woman of the daughters of Dan" (II Chronicles 2:13). And it is written with regard to those who constructed the Tabernacle: "And with him was Oholiab, the son of Ahisamach, of the tribe of Dan, a craftsman, and a skillful workman, and a weaver in colors, in blue, and in

purple, and in scarlet, and fine linen” (Exodus 38:23). This teaches that Hiram continued in the craft of brass work, the craft of his father’s family and also of his mother’s family from Dan.

142 § The Gemara asks: Until where is the minimum limit of suffering? What is the least amount pain that is included in the definition of suffering? Rabbi Elazar says: Anyone for whom they wove a garment to wear and the garment does not suit him, i.e., it does not fit him exactly. Rava the Younger objects to this, and some say Rabbi Shmuel bar Naḥmani objects: The Sages said an even greater statement than this, i.e., that even lesser inconvenience is still considered suffering: Even if people intended that they would dilute his wine with hot water, but they accidentally diluted it for him with cold water, it is considered suffering. Similarly, if he wanted it diluted with cold water, but they diluted it for him with hot water, this too is considered suffering. And you say all this, that it is considered suffering, only if the garment one ordered does not fit?

143 Mar son of Ravina says: Even if one’s cloak turns around as he puts it on, so that he has to take it off and put it on again, this too is considered a form of suffering. Rava said, and some say it was Rav Ḥisda, and some say it was Rabbi Yitzḥak, and some say it was taught in a baraita: Even if one reached his hand into his pocket to take out three coins, but two coins came up in his hand, it is considered a form of suffering.

144 The Gemara notes that it constitutes suffering specifically in a case where one reached into his pocket to take three coins, and two coins came up in his hand. But if he reached into his pocket to take two, and instead three coins came up in his hand, this is not considered to be suffering, as it is not an exertion to drop the extra coin back into his pocket.

145 And why is it so important to know the least amount of suffering? As the school of Rabbi Yishmael taught in a baraita: Anyone who passes forty days without suffering has received his World, i.e., his reward, and he will have no further reward in the World-to-Come. In the West, Eretz Yisrael, they say:

146 A calamity awaits him.

147 § The Gemara returns to the topic of rebuke. It is taught in a baraita that Rabbi Eliezer the Great says: Were the Holy One, Blessed be He, to have entered into judgment with Abraham, Isaac and Jacob, they would not have been able to stand before the rebuke. As it is stated: “Now therefore stand still, that I may plead with you before the Lord concerning all the righteous acts of the Lord, which He did to you and to your fathers” (I Samuel 12:7). This indicates that God acted towards the patriarchs with righteousness, i.e., mercy, not as they deserved according to the strict letter of the law.

148 § The verse states: “This is the generation of them that seek after Him, that seek Your face, Jacob. Selah” (Psalms 24:6). This verse teaches that the level of the generation and those who lead them, i.e., those who seek after Him, are the same. Rabbi Yehuda Nesia and the Rabbis disagree about this. One says: The level of the generation follows the level of the leader, and one says: The level of the leader follows the level of his generation.

149 The Gemara asks: With regard to what halakha, i.e., matter, is this stated? If we say for good, that one Sage holds that if the generation is good then their leader will be good, and one Sage holds that if the leader is good then his generation will be good, this cannot be correct, as there is the case of King Zedekiah, who was good, but his generation was not good. And conversely, there is the case of Jehoiakim who was not good, but his generation was good.

150 The Gemara cites proof for these claims. As Rabbi Yoḥanan says in the name of Rabbi Shimon ben Yoḥai: What is the meaning of that which is written: “In the beginning of the reign of Jehoiakim, son of Josiah, king of Judah, came this word from the Lord, saying” (Jeremiah 26:1), and similarly with regard to Zedekiah the verse states: “And it came to pass the same year, in the beginning of the reign of Zedekiah, king of Judah, in the fourth year, in the fifth month, that Hananiah, son of Azzur, the prophet, who was of Gibeon, spoke to me in the house of the Lord, in the presence of the priests and of all the people, saying” (Jeremiah 28:1). Why did the prophet use the term “in the beginning” exclusively with regard to these two kings, as opposed to: During the first year of his reign, or a similar formulation?

151 This term teaches that the Holy One, Blessed be He, sought to revert the world to chaos and void, as it was in the beginning before Creation (Genesis 1:1–2), on account of Jehoiakim, who did evil in the eyes of God. Once He observed the people of his generation, His mind was settled. Likewise, the Holy One, Blessed be He, sought to revert the world to chaos and void, on account of the generation of Zedekiah, but once He observed Zedekiah, His mind was settled. This shows that the leader and his generation are not necessarily on the same level in terms of righteousness.

152 The Gemara answers: Rather, we are speaking in terms of harshness and gentleness. One Sage holds that if the leader is harsh, then the generation will be harsh. If the leader is gentle and kind, the generation will be the same. The other Sage holds that if the people of a certain generation are harsh, they will have a harsh leader; if the generation is gentle and kind, the leader will be similar.

Chapter 4

1 MISHNA: Affordability, which is written in the Torah: “According to the means of him who vowed shall the priest valuate him” (Leviticus 27:8), is determined in accordance with the means of the one taking the vow, and the sum fixed by the Torah based on the years of age is in accordance with the age of the subject of the vow. And the distinction based on sex that is written in the halakhot of valuations is stated with regard to the one valuated, and the different valuation based on the age of the one valuated is determined at the time one takes the vow of valuation.

2 The mishna elaborates: Affordability is in accordance with the means of the one taking the vow; how so? A destitute person who valuated a wealthy person gives the valuation in accordance with the means of a destitute person, as determined by the priest. And a wealthy person who valuated a destitute person gives the valuation in accordance with the means of a wealthy person, the sum of which is fixed in the Torah.

3 But with regard to offerings that is not so, as one who took a vow and said: It is incumbent upon me to provide the offering of this leper, to a leper who requires it for his purification; if the one undergoing purification was a destitute leper, the one who took the vow brings the offering of a destitute leper, which is one male sheep, a tenth of an ephah of fine flour, and two doves or two pigeons (see Leviticus 14:21–22). If the one undergoing purification was a wealthy leper, the one who took the vow brings the offering of a wealthy leper, which is two male sheep, a ewe, and three-tenths of a ephah of fine flour (see Leviticus 14:10).

[4] Rabbi Yehuda HaNasi says: I say: Even with regard to valuations it is so. He explains: For what reason does a destitute person who valuated a wealthy person give the valuation in accordance with the means of a destitute person? It is due to the fact that the wealthy person is not obligated to pay anything, as the debt was generated by the destitute person who vowed to donate the valuation of a wealthy individual. But in a case similar to that of the offerings of a leper, in the case of a wealthy person who said: It is incumbent upon me to donate my valuation, and a destitute person heard him and said: It is incumbent upon me to donate that which he said, the destitute person gives the valuation of a wealthy person.

[5] GEMARA: The mishna teaches that affordability is determined in accordance with the means of the one taking the vow. The Gemara asks: The halakha of affordability is written in the Torah with regard to the case of one who valuates, i.e., one who says he will give the Temple treasury the set sum assigned to a particular individual's age and sex. Why, then, is the mishna referring to affordability in the context of one pledging another's worth by taking a vow, in which the obligation is calculated individually rather than by predetermined assigned values? The Gemara answers: The mishna employs the language of the verse, which uses the word "vow," as it is written: "According to the means of him who vowed shall the priest valuate him" (Leviticus 27:8).

[6] Similarly, the Gemara asks: Is the mishna's wording accurate when it states that the sum of the obligation based on the years of age is in accordance with the age of the subject of the vow? The mishna should state that the sum based on years is determined in accordance with the age of the subject of the valuation, not the vow. The Gemara answers: Although it is discussing valuations, since the mishna uses the term vow when it says: Affordability is determined in accordance with the means of the one taking the vow, the mishna also deploys the same term when it says: The sum of the obligation based on the years of age is in accordance with the age of the subject of the vow.

[7] The mishna further teaches: Affordability is in accordance with the one taking the vow; how so? A destitute person who valuated a wealthy person gives the valuation in accordance with the means of the destitute person. The Gemara asks: What is the reason? As the verse states: "According to the means of him who vowed," which teaches that the Merciful One renders the matter dependent on the one who vows, not upon the subject of the vow.

[8] § The mishna teaches: But with regard to offerings that is not so, as in the case of one who vowed and said: It is incumbent upon me to provide the offering of this leper, if the one undergoing purification was a destitute leper, the one who vowed brings the offering of a destitute leper. The Gemara asks: And is this the halakha even though it was a wealthy person who takes the vow to provide the offerings for him? But the Merciful One states: "And if he is poor, and his means do not suffice, then he shall take one sheep" (Leviticus 14:21). This indicates that the specified offering is only for the poor, and in this instance the one taking the vow is not poor.

[9] Rabbi Yitzḥak said: The mishna is referring specifically to a case where it was a poor person who was taking the vow to provide the offerings for the leper. The Gemara asks: But what is the basis for this ruling? Perhaps the Merciful One had compassion on him, i.e., the leper, and not on the one taking the vow to provide the offerings for him. As isn't it written: "And if he is poor"? If so, the leniency that a destitute leper brings less expensive offerings should apply only to an actual leper, and not to one who vows to bring the leper's offerings, even if he too is poor.

[10] Rav Adda bar Ahava said: The next clause in the verse: “And his means do not suffice,” serves to include the one taking the vow to provide the offering, i.e., if he too is poor he provides the offering mandated for a destitute leper.

[11] The Gemara raises a difficulty with the answer of Rabbi Yitzḥak: But according to this answer, when a wealthy person takes the vow to provide the offering for him, so too, the halakha is that he brings the offering of the leper brought in a situation of wealth.

[12] If so, what is the meaning of the mishna’s statement that valuations are determined based on the means of the one making the commitment, but with regard to offerings, that is not so? This clause seems to indicate that unlike the previous ruling, where a wealthy person who valuated a destitute individual gives the valuation in accordance with the means of a wealthy person, here it all depends on the means of the one undergoing purification. Therefore, in this case a wealthy person brings the offerings of one who is destitute, contrary to the statement of Rabbi Yitzḥak.

[13] The Gemara explains: The mishna states two different principles with regard to one who vows to provide the offering of a leper on behalf of another. One principle applies to a destitute leper for whom another destitute person takes a vow to provide his offering. In that case, he provides the offering of the destitute. And the one other principle, i.e., the statement that the halakha is different in the case of offerings, serves to exclude the case of a wealthy leper for whom a destitute person takes a vow to provide his offering. In that situation, although the one who took the vow is destitute, he must provide the offering of a wealthy person.

[14] The Gemara explains why this last ruling is necessary. It might enter your mind to say: Since the destitute were included in the verse: “And his means do not suffice,” with regard to the leniency which allows them to bring the offering of the destitute when taking vows to provide for destitute lepers, they should likewise be included in this leniency when providing for all lepers, even wealthy ones. Consequently, the tanna teaches us that this leniency does not apply when the lepers are wealthy.

[15] Similarly, it is taught in a baraita: Since we find with regard to valuations that a destitute person who valuated a wealthy person gives the valuation in accordance with the means of a destitute person, one might have thought that in this case, where one takes a vow to provide the offering of a wealthy leper, the halakha is also so. Consequently, the verse states: “And if he is poor,” from which it is derived that the offering of the destitute leper is brought only when the leper himself is destitute.

[16] The Gemara objects: But according to the opinion of Rabbi Yehuda HaNasi, this is difficult. As he says in the mishna: I say even with regard to valuations it is so, i.e., that if a wealthy person said: It is incumbent upon me to donate my valuation, and a destitute person heard him and said: It is incumbent upon me to donate that which he said, then the destitute person gives the valuation of a wealthy person. Evidently, Rabbi Yehuda HaNasi says: We follow the obligation of the original person valuated, even with regard to valuations. And if so, then the reasoning stated in the aforementioned baraita does not apply, and therefore a verse is not necessary to exclude a destitute person who takes a vow to provide a wealthy leper’s offering from having the leniency of bringing the offering of a destitute leper. Consequently, when the verse specifies: “And if he is poor,” this serves to exclude what?

[17] The Gemara explains: The verse serves to exclude the case of a destitute leper for whom a wealthy person takes a vow. In that case, it might enter your mind to say that since Rabbi Yehuda HaNasi

says: We follow the obligation of the original person specified as the subject of the vow, therefore the wealthy person brings only the offering of the destitute leper. Consequently, the exclusion from the verse: “And if he is poor,” teaches us that in this case he brings the offering of a wealthy individual, not that of the destitute leper.

18 MISHNA: If when one took a vow of valuation he was destitute and he became wealthy, or if he was wealthy and became destitute, he gives the valuation in accordance with the means of a wealthy person. Rabbi Yehuda says: This is the halakha not only in a case where one was wealthy either at the time he took the vow or at the time of payment; even if when one took a vow of valuation he was destitute and he became wealthy and again became destitute, he gives the valuation in accordance with the means of a wealthy person.

19 But with regard to the offerings of a leper that is not so, as the offerings that one brings are determined by his status at the time he brings them. Even if it is common knowledge that his father died and left him an inheritance of ten thousand dinars, or that his ship is at sea and merchandise valued at ten thousand dinars is coming into his possession, the Temple treasury has no share in it. His payment is determined solely by his present situation.

20 GEMARA: The mishna teaches: If he was destitute when he took the oath and he became wealthy, he gives the valuation appropriate for a wealthy individual. The Gemara explains that this is derived from the verse: “According to the means of him who vowed shall the priest valuate him” (Leviticus 27:8), and in this case he had the means of a wealthy individual when he was ready to give the donation. The mishna further teaches that one who was wealthy and became destitute also gives the valuation as though he was wealthy. The Gemara explains that this is derived from the beginning of the same verse: “According to [al pi] the means of him who vowed shall the priest valuate him.” The phrase al pi serves to emphasize the moment when the person uttered the vow with his mouth [peh], and at that moment he was wealthy.

21 § The mishna teaches that Rabbi Yehuda says: Even if one made a valuation when he was destitute and he became wealthy and again became destitute, he gives the valuation according to the means of a wealthy person. The Gemara asks: What is the reasoning of Rabbi Yehuda? The verse states: “But if he is too poor for your valuation” (Leviticus 27:8). The word order serves to emphasize “he,” which indicates that he is considered poor only if he remains in his state of poverty from his beginning until his end of involvement with the vow.

22 The Gemara objects: If that is so, then when the verse similarly states with regard to a destitute leper: “And if he is poor” (Leviticus 14:21), so too, Rabbi Yehuda should maintain that he is considered poor only if he is in his state of poverty from his beginning until his end of bringing the leper’s offering, but if he was wealthy in between he should be obligated to bring the offering of a wealthy individual, even if he is now poor.

23 And if you would say that indeed, this is the halakha, but didn’t we learn in a mishna (Nega’im 14:11): With regard to a leper who brought his offerings when he was destitute, and subsequently became wealthy, or he brought his offerings when he was wealthy and then became destitute, everything follows the sin offering that the leper brings. If he was wealthy when he brought the sin offering he brings the burnt offering of a wealthy individual; if he was destitute when he brought the sin offering he brings the burnt offering of a destitute individual. This is the statement of Rabbi Shimon.

[24] Rabbi Yehuda says: Everything, i.e., the sin offering and the burnt offering, follows his status at the time the leper's guilt offering is brought. And it is taught in a baraita that Rabbi Eliezer ben Ya'akov says: Everything follows the offering of the birds, which are brought by the leper seven days earlier as part of his purification process. Clearly, everyone agrees that one brings the offerings of the destitute even if he is not destitute from the beginning until the end of the process.

[25] The Gemara explains: It was stated with regard to this dispute that Rav Yehuda says that Rav says: And all three of these tanna'im derived their opinions from one verse, which deals with the destitute leper: "This is the law of him in whom is the mark of leprosy, whose means do not suffice for that which pertains to his purification" (Leviticus 14:32). Rabbi Shimon holds: The individual's status depends on an item that atones, and what is it? The sin offering.

[26] And Rabbi Yehuda holds: His status depends on an item that renders him fit to enter the Temple and eat consecrated food, and what is it? The guilt offering. Rabbi Eliezer ben Ya'akov holds: His status depends on that which causes him ritual purity, and what is it? The sacrificial birds, as the rite of the birds partially purifies him and enables him to bring the rest of his offerings and to complete his purification process. If so, in the particular case of a leper bringing his own offerings, it is a Torah edict that one does not need to be destitute throughout the entire process, which is why, with regard to one who takes a vow to bring the offerings of a leper, Rabbi Yehuda does not derive from the verse: "And if he is poor," that he is considered poor only if he is in a state of poverty from the beginning, i.e., when he takes the vow, until the end, i.e., when he fulfills it.

[27] But in that case why do I need the exclusion in the verse: "And if he is poor"? The Gemara answers: According to Rabbi Yehuda HaNasi, it is necessary in accordance with his opinion stated earlier, that it serves to exclude a wealthy individual who vows to provide the offering of a destitute leper, i.e., he must bring the offering of a wealthy individual. And according to the Rabbis, it is necessary in accordance with their opinion, that it serves to exclude a destitute individual who vows to provide the offering of the wealthy leper, and he must bring the offering of a wealthy individual.

[28] The Gemara objects: If that is so, that Rabbi Yehuda maintains that the phrase: "And if he is poor," teaches that one is classified as destitute only if he is destitute from beginning to end, he should similarly derive from a verse that deals with testimony: "And he is a witness, whether he has seen or known, if he does not utter it, then he shall bear his iniquity" (Leviticus 5:1), that this applies only if the witness is fit to testify from his beginning, when he obtained the information about which he is testifying, until his end, when he testifies.

[29] And if you would say that indeed, that is the halakha with regard to the qualification of a witness, but isn't it taught in a baraita: If someone knew testimony about another before he, the one who knew the testimony, became the other's son-in-law, and then he became his son-in-law; or when he was able to hear, and then he became a deaf-mute; or when he could see, and he subsequently became blind; or while he was halakhically competent, and he then became an imbecile; in all these cases, he is disqualified from testifying. But if someone knew testimony about another before he became his son-in-law, and he then became his son-in-law,

[30] and afterward his wife, who was the daughter of the father-in-law, died, which means that the witness is no longer related to the party involved; or when he was able to hear, and then became a deaf-mute, and again became able to hear; or when he could see, and subsequently became blind, and afterward could see again; or when he was halakhically competent, and then became an imbecile, and

again became halakhically competent; in all these cases he is fit to testify.This is the principle: Any individual whose beginning and end is in a state of qualification to serve as a witness is qualified to testify, even if he was unfit in the interim. Evidently, it is not derived from the verse: “And he is a witness,” that the witness must be fit from the beginning to the end.

31 The Gemara explains: The halakha is different there, with regard to testimony, as the verse states: “He is a witness, whether he has seen…if he does not utter” (Leviticus 5:1). This formulation indicates that the Merciful One renders the matter of testimony dependent on seeing and recounting the content of his testimony. And in this instance there is both valid seeing and valid recounting, despite the fact that the witness was disqualified in the interim. The Gemara asks: But if so, why do I need the exclusion of the verse: “And he is a witness”?

32 The Gemara answers: The limiting clause is necessary for that which is taught in a baraita: If someone saw a crowd of people standing, and his witnesses were among them, and he said: I hereby administer an oath to you, if you know any testimony relating to me, that you will come and testify for me, one might have thought that this form of address suffices to single out the witnesses. This would mean that if the witnesses take a false oath that they do not know testimony with regard to the person who addressed them, they would be obligated to bring an offering of an oath of testimony. Therefore, the verse states: “And he is a witness,” to emphasize that the offering applies only to one who is singled out as a witness, and in this case the individual did not single out his witnesses, as he addressed a whole crowd of people. Consequently, the witnesses are exempt.

33 The baraita continues: One might have thought that even if this individual said to the crowd: I adjure whoever knows testimony relating to me that he will come and testify for me, that even in the case of this more specific address the witnesses are likewise exempt from the offering of an oath of testimony. Therefore, the verse states: “And he is a witness,” and by clarifying his appeal the individual did single out his witnesses. Consequently, in this situation the witnesses would be obligated to bring the offering.

34 § The mishna teaches: But with regard to the offerings of a leper that is not so. If the leper is destitute, even if his father died and left him ten thousand dinars, the Temple treasury has no share in it. The Gemara raises a difficulty: If his father already died and left him ten thousand dinars, he is wealthy. How could he be considered destitute at all? Rabbi Abbahu said that one should say instead: His father is dying and leaving him ten thousand dinars, but he has not yet died.

35 The Gemara raises a further difficulty: If so, it is obvious that with regard to the Temple treasury he remains destitute, as at the time he is in fact destitute. The Gemara answers: The halakha was stated with regard to a case where his father is moribund. Lest you say that as the majority of moribund people proceed to die the son should be considered wealthy even before the father dies, the mishna therefore teaches us that the son retains his status as destitute until the father actually dies.

36 The mishna likewise teaches: If his ship is at sea and merchandise valued at ten thousand dinars is coming into his possession, this money is not taken into consideration by the Temple treasury. The Gemara asks: But isn’t he wealthy? Rav Ḥisda said: The mishna is referring to a case where his ship was leased or rented to others, and therefore the merchandise it contains belongs to someone else. The Gemara asks: But isn’t there the rent money that will be paid to the leper? The Gemara answers: Rent is paid only at the end of the rental period, which means that the owner is destitute in the meantime.

[37] The Gemara raises another difficulty: But let the mishna derive and determine that the leper is wealthy due to the fact that he owns a ship. The Gemara answers: In accordance with whose opinion is this statement in the mishna? It is in accordance with the opinion of Rabbi Eliezer, who maintains that with regard to determining one's obligation to bring an offering as a wealthy or destitute individual, the property that he uses for business is not taken into account. As we learned in a mishna (23b): When someone's property is repossessed in order to pay his debt to the Temple treasury, Rabbi Eliezer says: If he was a farmer, the treasurer gives him permission to keep his pair of oxen with which he plows the field. If he was a donkey driver, the treasurer gives him permission to keep his donkey.

[38] MISHNA: The sum fixed by the Torah based on the years of age is in accordance with the age of the subject of the vow; how so? A youth who valuated an elder gives the valuation of an elder, and an elder who valuated a youth gives the valuation of a youth. And the distinction based on sex that is written in the halakhot of valuations is stated with regard to the one valuated; how so? A man who valuated a woman gives the valuation of a woman, and a woman who valuated a man gives the valuation of a man.

[39] And the different valuation based on the age of the one valuated is determined at the time one takes the vow of valuation; how so? If one valuated another when he was less than five years old, when his valuation is five shekels, and before payment to the Temple treasury the subject of the vow became more than five years old, when his valuation is ten shekels; or if one valuated another when he was less than twenty years old, when his valuation is ten shekels, and before payment to the Temple treasury the subject of the vow became more than twenty years old, when his valuation is fifty shekels, in all these cases he gives payment according to the age of the subject of the valuation at the time of the valuation.

[40] GEMARA: With regard to the statement of the mishna: And the valuation is determined at the time one takes the vow of valuation, the Sages taught in a baraita: You have compared pledges of assessments for the Temple treasury, i.e., one who takes a vow to donate a certain person's assessment, to vows of valuations. This comparison applies with regard to a pearl belonging to light people, i.e., the poor. In other words, just as the assessment of a pearl is determined by the pearl's location in a village of the poor rather than by the potential price of the pearl in the city market, so too, the valuation of a person is determined at the time of the valuation. And similarly, the comparison teaches that the court is required to assess the value of the limb by its significance, i.e., in the case of a limb that is vital to one's survival, the valuation of the limb is equivalent to the valuation of the whole person.

[41] One might have thought that we should compare valuations to assessments in that the one pledging must give a person's valuation not corresponding to his value at the time of the pledge but in accordance with his value at the time of giving, as is the case with regard to vows of assessments. To counter this suggestion the verse states: "According to your valuation it shall stand" (Leviticus 27:17), which teaches that the one making the valuation gives his donation only according to the valuation of the person at the time of the valuation, as stated in the mishna.

[42] MISHNA: The Torah provides three age categories that determine the amount of the valuation: From the age of one month until age five, from age five until age twenty, and from age twenty until age sixty. For anyone less than one month old there is no valuation. The halakhic status of the

thirtieth day is like that of the period preceding thirty days, and therefore the one who took the vow is exempt. Likewise, the halakhic status of the fifth year and the twentieth year is like that of the period preceding them. As it is stated: “And if it is from sixty years old and upward” (Leviticus 27:7), and we derive all the other age categories from the sixtieth year: Just as the halakhic status of the sixtieth year, where upward is written, is like that of the period preceding it, so too, the halakhic status of the fifth year and the twentieth year is like that of the period preceding them.

[43] The mishna asks: Is that so? Can one derive a halakha in this manner? If the Torah rendered the halakhic status of the sixtieth year like that of the period preceding it in order to be stringent and require one who valuated a sixty-year-old person to pay his valuation to the Temple treasury, shall we render the halakhic status of the fifth year and the twentieth year like that of the period preceding them in order to be lenient and pay a lower sum?

[44] Therefore, the verse states “year” with regard to the fifth and twentieth years (see Leviticus 27:3–6), and “year” with regard to the sixtieth year (Leviticus 27:7), for a verbal analogy. Just as the halakhic status of the year stated with regard to the sixtieth year is like that of the period preceding it, so too, the halakhic status of the year stated with regard to the fifth year and the twentieth year is like that of the period preceding them, both in order to be lenient and in order to be stringent. Rabbi Eliezer says: Their halakhic status remains like that of the period preceding it, until they will be aged one month and one day beyond the fifth, twentieth, and sixtieth years.

[45] GEMARA: The Gemara notes: Evidently, the verbal analogy in the mishna is free, i.e., in each verse the word “year” is superfluous, and therefore can be used in the verbal analogy. This means that the halakha derived from the verbal analogy is considered as though it is written explicitly in the Torah. The significance of this fact is that if a verbal analogy is not free, it can be refuted by logical reasoning. In this case the refutation would be as we refuted it in the mishna, that if the fifth year and the twentieth year are considered the same as the respective periods preceding them, this generates a leniency. The Gemara confirms: The verbal analogy is free, as both the first written mention of “year” and the second written mention of “year” are superfluous.

[46] The Gemara suggests: Let us say that the mishna is not in accordance with the opinion of Rabbi Yehuda HaNasi, as, if it is in accordance with the opinion of Rabbi Yehuda HaNasi, doesn’t he say that the word “until” means until and including? With regard to valuations, the Torah states: “From twenty years old until sixty years old…And if it is from five years old until twenty years old…And if it is from one month old until five years old” (Leviticus 27:3–6). Accordingly, in the opinion of Rabbi Yehuda HaNasi there should be no need for a verbal analogy to include the fifth year and the twentieth year in the periods preceding them.

[47] The Gemara provides the source of Rabbi Yehuda HaNasi’s opinion. As it is taught in a baraita concerning the festival of Passover: The verse states: “For whoever eats leavened bread from the first day until the seventh day” (Exodus 12:15). One might have thought that the prohibition against eating leaven applies from the first day and onward but the first day is not included, and likewise that the prohibition continues until the seventh day but the seventh day is not included.

[48] This is similar to the matter that is stated with regard to a leper: “And the leprosy covers all the skin of him who has the mark from his head to his feet, as far as the priest can see…it is all turned white: He is pure” (Leviticus 13:12–13). This verse is understood as follows: The mark reaches from his head, but his head is not included; it reaches to his feet, but his feet are not included. Therefore,

one might have thought the prohibition against consuming leaven on the festival of Passover likewise does not apply to the endpoints mentioned in the verse.

49 Therefore, the verse states: “You shall eat unleavened bread, until the twenty-first day of the month in the evening” (Exodus 12:18). This proves that the seventh day of the Festival is included. Rabbi Yehuda HaNasi says: It is not necessary to cite this verse, as the prohibition against consuming leaven is from the first day of Passover, and the first day is included; and the ban continues until the seventh day, and the seventh day is included. Accordingly, with regard to valuations, even without a verbal analogy Rabbi Yehuda HaNasi should maintain that the twentieth year is included in the preceding period.

50 The Gemara answers: You may even say that the opinion in the mishna is in accordance with that of Rabbi Yehuda HaNasi, as the verses offset each other, and therefore their meaning is unclear without the verbal analogy. The Gemara elaborates: Since it is written: “From one month old until five years old” (Leviticus 27:6), this ostensibly includes the fifth year within the stated category. If so, why do I need this mention of five years as well: “And if it is from five years old until twenty years old, then your valuation shall be for the male twenty shekels” (Leviticus 27:5)? Therefore, with regard to the fifth year, as both verses mention that year, the verses offset each other. Consequently, even according to the opinion of Rabbi Yehuda HaNasi the verbal analogy is necessary.

51 The Master said above, with regard to a leper: The mark reaches from his head, but his head is not included; it reaches to his feet, but his feet are not included. The Gemara asks: From where do we derive this interpretation? If you wish, say that it is deduced logically: The signs of leprosy of his body are different from the signs of leprosy of his head with regard to the different colors of hair that indicate leprosy. Alternatively, if you wish, say instead that it is derived from the phrase in that verse: “As far as the priest can see.” This excludes a leprous mark on the head, which is obscured from the priest’s view by the hair, as well as leprous marks between the toes.

52 § The mishna teaches that Rabbi Eliezer says: Their halakhic status remains like that of the period preceding it, until they will be aged one month and one day beyond the respective years. With regard to this opinion, it is taught in a baraita that Rabbi Eliezer says: It is stated here, with regard to valuations, “upward” (Leviticus 27:7), and it is stated there, with regard to the census of the Levites in the wilderness: “From one month old and upward you shall number them” (Numbers 3:15). Just as there, in the case of the census, the verse means: From one month and one day old, so too here, with regard to valuations, the verse means that each respective category is counted from one month and one day old beyond the stated ages of five years, twenty years, or sixty years.

53 The Gemara asks: And why doesn’t Rabbi Eliezer say that the verse dealing with valuation should be understood like the verse written there, with regard to the census, in the following manner: Just as there it is one day more than the enumerated age of thirty days, so too here, it should be one day more than the enumerated ages of five years, twenty years, and sixty years. Why does Rabbi Eliezer add a month? The Gemara answers: If so, that only one day should be added, what purpose does this verbal analogy from the census serve? Even without any connection to the verse dealing with the census, it would be understood in the case of valuations that the new period begins from the day after the respective year is fully completed.

54 § The Sages taught in a baraita: With regard to the period of one year stated with regard to sacrificial animals, e.g., “sheep in their first year” (Numbers 28:3); and the one year stated with

regard to houses of walled cities, during which time it is permitted to redeem a sold house in a walled city (Leviticus 25:29); and the two years stated with regard to an ancestral field, during which one may not yet redeem an ancestral field he has sold (Leviticus 25:15); and the six years stated with regard to a Hebrew slave (Exodus 21:2); and similarly, the years stated with regard to a son and with regard to a daughter, as explained below; all of these are calculated from the time of day at the start of the period to the time of day at the end of the period, i.e., these periods are units of whole years; they do not expire on predetermined dates, such as at the end of the calendar year.

[55] The Gemara asks: With regard to the one year stated with regard to sacrificial animals, from where do we derive that it is calculated by whole years rather than calendar years? Rav Aḥa bar Ya'akov says that the verse states: "A sheep in its first year" (Leviticus 12:6). Since the verse does not state: A sheep in the first year, it means a year based on the calculation of its own life, and not a year based on the counting of the world, i.e., the calendar year.

[56] The Gemara continues clarifying the baraita: The halakha that the one year stated with regard to houses of walled cities is calculated by a whole year and not a calendar year is derived from the fact that it is written: "Then he may redeem it within a whole year after it is sold, for a full year he shall have the right of redemption" (Leviticus 25:29). The verse is referring to a year counted from the day of its own sale, and not the year of the counting of the world.

[57] The Gemara states: Concerning the two years stated with regard to an ancestral field, this is derived from the fact that it is written: "According to the number of years of the crops he shall sell to you" (Leviticus 25:15). The plural form of both "years" and "crops" indicates that the number of years does not necessarily correspond to the quantity of crops. Consequently, there are times when a person might eat three yields of crops in two years. If one purchased a field at the end of the calendar year when its yield had not yet been harvested, and he harvested that yield and subsequently grew and harvested two more crops before the completion of two whole years from the sale, he would have eaten three yields in less than two years. This is not possible if one follows the calendar years, as a new year would start soon after the purchase.

[58] The Gemara states: The halakha that the six years stated with regard to a Hebrew slave is calculated by whole years, not calendar years, is derived from the fact that it is written: "Six years he shall work; and in the seventh he shall go out free for nothing" (Exodus 21:2). The word "and" in the phrase: "And in the seventh," teaches that sometimes it turns out that he shall also work in the seventh calendar year, if six full years have not passed from when he was sold. For example, if he was sold in the month of Nisan, although five years and six months have passed when Tishrei, the first month of the seventh year, arrives, since he has not yet completed six years of service he must work in this seventh calendar year as well, until the day of the month in which he was sold.

[59] The baraita also teaches: The years stated with regard to a son and with regard to a daughter are among these terms calculated from the time at the start of the period to the time at the end of the period. The Gemara asks: With regard to what halakha is this stated? Rav Giddel said that Rav said: With regard to valuations, i.e., that the age of a valuated male or female is calculated in whole years from the date of their birth, not by calendar years. Rav Yosef said: The halakha is stated with regard to the matters taught in the fifth chapter of tractate Nidda, which is called after its opening words: Yotze Dofen, i.e., an animal born by caesarean section. In other words, when a mishna in that

chapter, which deals with various matters related to the ages of sons and daughters, mentions years, it means full years, even when it does not state this explicitly.

[60] Abaye said to Rav Yosef: Do you and Rav dispute this matter, i.e., when you apply the mention of a son and a daughter to different cases, do each of you reject the opinion of the other? Rav Yosef said to Abaye: No, we do not disagree; I said one matter and he said one different matter. The Gemara adds: This too stands to reason, as if it enters your mind that they disagree on this matter, then with regard to the one who says full years are required for determining valuations, does he not also say that full years are used for the halakhot of Yotze Dofen? But doesn't Rav say, like Rav Yosef, that the halakha in that entire chapter is that the ages of the sons and daughters are determined from the time at the start of the period to the time at the end of the period, not by calendar years?

[61] The Gemara asks: But if that is the case, then according to the one who says that the reference to full years mentioned in the baraita is for determining valuations, i.e., Rav, what is the reason he did not say that the baraita is referring to the halakhot of Yotze Dofen? The Gemara answers: Rav would claim that the years of a son and a daughter in the baraita are similar to these other cases mentioned in the baraita: Just as those numbers of years are explicitly written in the Torah, so too these years of the sons and daughters are referring to matters where the years are written in the Torah, i.e., the years of valuations, unlike the topics discussed in Yotze Dofen, where the years are not mentioned expressly in the Torah.

[62] The Gemara asks: And with regard to the other, Rav Yosef, how would he respond to this contention? He would maintain that if it enters your mind that the baraita is referring to the years of valuations, which are written in the Torah, then this phrase in the baraita: With regard to a son and with regard to a daughter, is unsuitable.

[63] Rather, the baraita should have stated: With regard to the male and with regard to the female, which are the terms the Torah uses with regard to valuations. The terms son and daughter are used in Yotze Dofen.

[64] With regard to valuations, the Gemara asks: And what is different with regard to a female, that when she ages past sixty years she stands at a valuation of ten shekels, one-third of her previous valuation of thirty shekels, and what is different with regard to a male, that when he ages past sixty, at which point he has a valuation of fifteen shekels, he does not stand at even one-third of his previous valuation of fifty shekels? Ḥizkiya said that people say a popular saying: If there is an elderly man in the home, there is a burden [paḥa] in the home, as he does not help with anything; if there is an elderly woman in the home, there is a treasure in the home,as she assists with various domestic labors.

Chapter 5

[1] MISHNA: One who says: It is incumbent upon me to donate my weight, gives his weight to the Temple treasury; if he specified silver he donates silver, and if he specified gold he donates gold. There was an incident involving the mother of Yirmatya, who said: It is incumbent upon me to donate the weight of my daughter, and she ascended to Jerusalem and paid her daughter's weight in gold to the Temple treasury.

[2] In the case of one who says: It is incumbent upon me to donate the weight of my forearm, how does he ascertain the weight of his forearm? Rabbi Yehuda says: He fills a barrel with water and inserts his arm up to his elbow into the water. And in order to measure the displacement, he weighs donkey flesh, and bones, and sinews and places it into the barrel until it fills, and the water level reaches the top of the barrel. He then donates the weight of the meat and the bones to the Temple treasury. Rabbi Yosei said: Displacement is according to volume not according to weight, and how then is it possible to match the amount of the donkey flesh with the flesh of a person and the volume of the donkey's bones with his bones? Rather, the court appraises how much the forearm is likely to weigh.

[3] GEMARA: What is the meaning of the mishna's statement: If silver, silver, and if gold, gold? Rav Yehuda said: If one specified that he vows to donate his weight in silver he donates silver, and if he specified gold he donates gold. The Gemara asks: Isn't that obvious? The Gemara answers: This is what the mishna is teaching us: The reason he donates silver or gold is that he specified silver or gold, from which it may be inferred that if he did not specify the means of payment, he may exempt himself with any material.

[4] The Gemara adds: And this is in accordance with a statement of Raḥava, as Raḥava says: In a place where merchants weigh pitch when selling it, one who vows his weight may exempt himself by donating his weight even in pitch. The Gemara asks: Isn't that obvious? The Gemara answers: No, the statement of Raḥava is necessary in a place where there are merchants who weigh pitch and there are others who measure its volume. Lest you say: Since not all merchants weigh pitch one may not fulfill his vow by donating his weight in pitch, Raḥava teaches us that as there are merchants there who sell pitch by weight, one can fulfill his vow in that manner.

[5] Rav Pappa says: In a place where merchants weigh onions when selling them, one who vowed his weight may exempt himself by donating his weight even in onions. The Gemara again asks: Isn't that obvious? The Gemara answers: No, the statement of Rav Pappa is necessary in a place where after they weigh the onions the merchants throw in two or three extra onions to the buyer. Lest you say that its status as a place where onions are sold by weight is void due to the additional onions, Rav Pappa teaches us that it is still considered a place where onions are sold by weight.

[6] § The mishna teaches: There was an incident involving the mother of Yirmatya, who said: It is incumbent upon me to donate the weight of my daughter, without specifying silver or gold, and she ascended to Jerusalem and paid her daughter's weight in gold to the Temple treasury. The Gemara asks: Was an incident cited to contradict the previous ruling of the mishna? The mishna had stated: If silver, silver, and if gold, gold, which indicates that if one did not specify the means of payment he may exempt himself with any material that merchants sell by weight, whereas it can be inferred from the incident that one must pay the weight in gold.

[7] The Gemara answers: The mishna is incomplete and this is what it is teaching: And if the one who vowed is a distinguished person, even though he did not specify silver or gold we say he must fulfill his vow in keeping with his socioeconomic status. And likewise, there was an incident involving the mother of Yirmatya, a very wealthy woman, who said: It is incumbent upon me to donate the weight of my daughter, and she ascended to Jerusalem and gave her daughter's weight in gold to the Temple treasury.

[8] § Rav Yehuda says that one who says: It is incumbent upon me to donate my height, gives a thick rod that cannot be bent equivalent to his height. One who says: It is incumbent upon me to donate my full height, may give even a thin rod that can be bent, provided it is equivalent to his height. The Gemara raises an objection from a baraita (Tosefta 3:1): With regard to one who says: It is incumbent upon me to donate my height, or: It is incumbent upon me to donate my full height, he gives a thick rod that cannot be bent and that is equivalent to his height.

[9] The Gemara answers: Rav Yehuda says his statement in accordance with the opinion of Rabbi Akiva, who holds that one can draw an inference from superfluous language. As we learned in a mishna (Bava Batra 64a): If one sold his house without specification, he has sold neither the pit nor the cistern [dut] with it, even if he wrote in the document of sale: With its depth and its height. This is because anything that is ancillary to the house, e.g., pits and cisterns, must be mentioned explicitly in the contract. And the seller must purchase for himself a path through to the pit or cistern that he kept back, as he sold his rights to the area surrounding the house along with the house, and therefore he may no longer walk through that area. This is the statement of Rabbi Akiva.

[10] And the Rabbis say: He need not purchase a path, as the seller clearly did not intend to keep the pit or cistern without maintaining access to it. And Rabbi Akiva concedes that when the seller states to the buyer in the document of sale: Excluding these, the pit and the cistern, that he need not purchase for himself a path through to the pit or cistern. Evidently, Rabbi Akiva's reasoning is that since the seller need not specify that the pit and cistern are excluded from the sale, and yet he says that they were excluded, he is coming with this statement to add an element to the agreement, i.e., the right of access. Here too, when one says: It is incumbent upon me to donate my full height, since it is a case where he need not add the word full, and yet he says it, he is coming to add an element to his vow, i.e., the ability to exempt himself with a thin rod.

[11] A dilemma was raised before the Sages. If one says: It is incumbent upon me to donate my stature, what is the halakha?

[12] If one vowed that it is incumbent upon him to donate his width, what is the halakha? Likewise, if one vowed to donate his sitting, what is the halakha? If he referred to his thickness, what is the halakha? Finally, if he spoke of his girth, what is the halakha? The Gemara states that these dilemmas shall stand unresolved.

[13] § The mishna teaches that there is a dispute between Rabbi Yehuda and Rabbi Yosei concerning one who says: It is incumbent upon me to donate the weight of my forearm, as to how he ascertains the weight of his forearm. The Sages taught this dispute in greater detail in a baraita (Tosefta 3:2): With regard to one who says: It is incumbent upon me to donate the weight of my forearm, and with regard to one who says: It is incumbent upon me to donate the weight of my leg, Rabbi Yehuda says: He brings a barrel and fills it with water, and he inserts his forearm up to the elbow or his leg up to the knee, into the water.

[14] And in order to measure the displacement, he weighs donkey flesh, sinews, and bones, and places it into the barrel until it fills, and the water reaches the same level as it was when his arm or leg was inserted. And even though there is no proof for the matter, that donkey flesh weighs the same as human flesh, nevertheless there is an allusion to the matter, as it is stated: "Whose flesh is as the flesh of donkeys" (Ezekiel 23:20).

[15] Rabbi Yosei said to Rabbi Yehuda: Displacement is according to volume, not according to weight, and how then is it possible to match the amount of the donkey flesh with the flesh in one's forearm, the sinews with the sinews, and the bones with the bones? Rabbi Yehuda said to him: One estimates. Rabbi Yosei said to him: If one estimates, let one estimate the weight of the forearm directly. And how does Rabbi Yehuda respond to Rabbi Yosei? Rabbi Yehuda holds that we do whatever is possible in order to be more precise.

[16] The Tosefta teaches with regard to one who says: It is incumbent upon me to donate the weight of my forearm [yad], that Rabbi Yehuda says: He brings a barrel and fills it with water and inserts his forearm up to the elbow. This indicates that the term yad denotes the forearm until the elbow. And the Gemara raises a contradiction from another baraita (Tosefta, Yadayim 2:1): Since it is written: "And Aaron and his sons shall wash their hands [yedeihem] and their feet" (Exodus 30:19), the priests are obligated to sanctify their hands and feet in the Temple up to the wrist.

[17] The Gemara answers: The term yad written in the Torah indicates up to the wrist, but with regard to vows one follows the ordinary language of people, in which the word yad is referring to the forearm until the elbow. Consequently, the vow is interpreted in this manner. The Gemara asks: And does the word yad that is written in the Torah mean up to the wrist? But with regard to phylacteries it is written: "And it shall be for a sign to you upon your hand [yadkha]" (Exodus 13:9), and the school of Menashe taught: Yadkha; this is referring to the bulge of the biceps [kibborit] on the upper arm.

[18] The Gemara answers: Generally, the term yad that is written in the Torah includes the entire biceps area of the upper arm. But with regard to vows one follows the ordinary language of people, in which the word yad means the forearm until the elbow; and with regard to sanctifying the hands and feet in the Temple the halakha is learned as a tradition that the word yad is referring only to the hand up to the wrist.

[19] It is further taught in the Tosefta cited above: His leg [regel] until the knee, which indicates that the term regel is defined as the foot until the knee. And the Gemara raises a contradiction from a baraita: It is written in the Torah with regard to the obligation to ascend to Jerusalem for the pilgrimage Festivals: "Three times [regalim] you shall keep a feast for Me in the year" (Exodus 23:14). The term regalim, legs, serves to exclude people with artificial legs [ba'alei kabbayin] from this obligation. According to the baraita, one who has a stump in place of his foot is exempt from the pilgrimage. This indicates the term regel is referring to the foot, up to the ankle, not to the entire area below the knee.

[20] The Gemara explains: The term regel that is written in the Torah is referring to the foot below the ankle, but with regard to vows, one follows the ordinary language of people, in which the word regel means the leg until the knee. The Gemara asks: And does regel written in the Torah mean the foot up to the ankle, and therefore it serves to exclude people with artificial legs?

[21] But with regard to the ritual by which the yavam frees the yevama of her levirate bonds [ḥalitza], it is written: "Then his brother's wife shall approach…and loose his shoe from upon his foot [raglo]" (Deuteronomy 25:9), and the Sages taught in a mishna (Yevamot 101a): In the case of a yavam who was missing part of his leg, if the yevama performed the ḥalitza on any part of the leg from the knee and below her ḥalitza is valid. This indicates that the term regel in the Torah means the leg from the foot up to the knee.

[22] The Gemara answers: The term regel in the Torah actually is referring to the foot, below the ankle, and it is different there, with regard to ḥalitza, as the verse states: From upon his foot [raglo], instead of simply stating: From his foot. This indicates that the area that is upon, i.e., above, the foot is also valid for the performance of ḥalitza. The Gemara asks: If that is so, then if the yevama performed ḥalitza above the knee it should also be valid. The Gemara answers that it is written: From upon, to include only the section directly above the foot, i.e., until the knee, and the area above the knee is considered from upon that area that is from upon the foot.

[23] Rav Pappa said: Conclude from this discussion that the ankle bone [istaveira] descends to the ground and is not separated from the foot. The reason is that if it enters your mind to say it is separated, then the ankle bone is the section of the leg referred to by the phrase: From upon his foot, and the lower leg, i.e., the section of the leg from the ankle up to the knee, is the section of the leg that is called: From upon that which is from upon the foot, and would therefore be invalid for the performance of ḥalitza. Rav Ashi says: Even if you say the ankle is separated from the foot it would still not be referred to as the section that is upon the foot, as anything that is adjacent to the foot is considered like the foot, i.e., it is part of the same section of the leg as the foot.

[24] MISHNA: If one vows: It is incumbent upon me to donate the assessment of my forearm, the court appraises him to determine how much he is worth with a forearm and how much he is worth without a forearm, and he pays the difference. This is a halakha that is more stringent with regard to vows of assessment than with regard to valuations, as one who says: It is incumbent upon me to donate the valuation of my forearm, is exempt from paying.

[25] GEMARA: How do we assess him? Rava said: The court assesses him by means of the same process of assessment used with regard to the halakhot of damages. If one’s hand was severed, the court considers the injured party as though he is a slave being sold in the slave market and appraises how much he was worth before the injury and how much he is worth after the injury. The difference between these two sums is the amount that the guilty party must pay for damages.

[26] Abaye said to Rava: Are these two assessments comparable? There, with regard to damages, the person has depreciated in value because his hand was severed, and therefore the decline in the assessment is greater for someone with a severed hand than for someone who merely lacks the utility of his hand. Here, with regard to one who vowed to donate the assessment of his forearm, the person himself has good value, as his hand is intact, and if the assessment used with regard to damages is applied to him he would be obligated to pay more than that which he vowed.

[27] Rather, Abaye said: One assesses how much less a person is willing to pay for a slave who works with one hand than for a slave who works with two hands. The Gemara asks: What is the case of a slave who works with one hand? Isn’t this a situation where the other hand is severed? If so, then this assessment is identical to that which Rava proposed. Rather, one assesses how much more a person is willing to pay for a slave who belongs exclusively to him than for a case where it is written in his bill of sale that his first owner reserves ownership of one hand of the slave.

[28] § The mishna in Sanhedrin 2a states that the valuation of a person for the purpose of a vow must be performed by nine judges and one priest. By contrast, the valuation of someone for the purpose of damages is performed by three judges. With this in mind Rava raises a dilemma: If one was damaged by another and the court assesses him by the assessment of damages, i.e., with three judges, and then he says: My assessment is incumbent upon me, what is the halakha? Does one say that as his

assessment was already assessed one time for damages, this is the amount he must donate? Or perhaps an assessment performed by ten is different from an assessment performed by three, and therefore it is necessary to repeat the assessment with ten judges.

[29] If you say an assessment performed by ten is different from an assessment performed by three, then in a case where one says: My assessment is incumbent upon me, and the court assessed him, and then he again says: My assessment is incumbent upon me, what is the halakha? Does one say that here he was certainly assessed by ten and there is no need for another assessment, or perhaps there is a concern that in the interim there might have been an enhancement in his assessment?

[30] Furthermore, if you say in that case there is a concern that in the interim his assessment might have increased and it is therefore necessary to assess him a second time, then with regard to one who says: My assessment is incumbent upon me, and the court did not yet assess him, and then before the court assesses him he again says: My assessment is incumbent upon me, what is the halakha? Do we say that here certainly

[31] we assess him once and he donates twice the value of that single assessment, or perhaps since he vowed sequentially we assess him twice?

[32] And if you say in that case that since he vowed sequentially we assess him twice, if he says at the same time: My assessment is twice incumbent upon me, what is the halakha? Do we say that here certainly he vowed at the same time, and therefore we assess him once, or perhaps since he says the word: Twice, it is considered as though he vowed sequentially and therefore he must be assessed twice?

[33] Finally, if you say that since he says the word: Twice, it is considered as though he vowed sequentially and he must be assessed twice, if a court of ten assessed him on its own,i.e., not for the purpose of assessing a vow, what is the halakha? Do we say that he has already been assessed on his own and now stands before us, and therefore there is no need for another assessment, or perhaps we require an assessment to be performed with intent for the sake of consecration to the Temple treasury.

[34] The Gemara suggests: Resolve at least one of these dilemmas, as we learned in the mishna below: In the case of one who says: It is incumbent upon me to donate my assessment, and then dies, his heirs need not give his assessment to the Temple treasury, as there is no monetary value for the dead, and his assessment at the time of his vow is unknown.

[35] The Gemara explains the resolution: And if it enters your mind that in a case where a court of ten assessed him on its own it is a valid assessment with regard to his vow, why does the mishna state that his heirs do not have to donate to the Temple treasury? Isn’t he considered as standing assessed from the outset, as is there a person who is not worth at least four zuz? This proves that an assessment is required to be performed with intent for the sake of consecration to the Temple treasury.

[36] The Gemara rejects this resolution: In a case where a court of ten assessed him on its own before he took his vow, he has entered into an assessment, i.e., an assessment has actually been performed. By contrast, in the case of one who says: It is incumbent upon me to donate my assessment, and then dies, he has not entered into an assessment, i.e., no actual assessment has been conducted at all.

[37] MISHNA: There are halakhot that are more stringent with regard to valuations than with regard to vows of assessment. How so? In the case of one who says: It is incumbent upon me to donate my

valuation, and then dies, his heirs must give his valuation to the Temple treasury. But one who says: It is incumbent upon me to donate my assessment, and then dies, his heirs need not give his assessment to the Temple treasury, as there is no monetary value for the dead.

[38] One who says: It is incumbent upon me to donate the valuation of my forearm, or: The valuation of my leg, has not said anything, as there are valuations in the Torah only for a complete person. But if one says: It is incumbent upon me to donate the valuation of my head, or: The valuation of my liver, he gives the valuation of his entire self. This is the principle: One who valuates an item upon which the soul is dependent, i.e., without which one will die, gives the valuation of his entire self.

[39] One who says: It is incumbent upon me to donate half of my valuation, gives half of his valuation. But one who says: It is incumbent upon me to donate the valuation of half of me, gives the valuation of his entire self. Likewise, one who says: It is incumbent upon me to donate half of my assessment, gives half of his assessment; one who says: It is incumbent upon me to donate the assessment of half of me, gives the assessment of his entire self. This is the principle: One who takes a vow with regard to an item upon which the soul is dependent gives the assessment of his entire self.

[40] With regard to one who says: It is incumbent upon me to donate the valuation of so-and-so, and both the one who vowed and the object of the vow die, the heirs of the one who vowed must give the valuation of the object of the vow to the Temple treasury. With regard to one who says: It is incumbent upon me to donate the assessment of so-and-so, and the one who vowed dies, his heirs must give his assessment to the Temple treasury. If the object of the vow dies, the heirs of the one who vowed need not give his assessment to the Temple treasury, as there is no monetary value for the dead.

[41] GEMARA: The Sages taught in a baraita: There are halakhot that are more stringent with regard to vows of assessment than with regard to valuations, as vows of assessment take effect with regard to a domesticated animal, an undomesticated animal, and a bird. If one says: It is incumbent upon me to donate the assessment of this bird, he must donate that assessment. This is not the case with regard to valuations, as they do not take effect with regard to animals and birds. And another halakha that is more stringent with regard to vows of assessment than with regard to valuations is that the destitute who take vows of assessment are not assessed based on affordability. This is not the case with regard to valuations, which are assessed based on whether the one who vows can afford to pay what they vowed.

[42] There is a halakha that is more stringent with regard to valuations than with regard to vows of assessment. How so? In the case of one who said: It is incumbent upon me to donate my valuation, and dies, his heirs must give his valuation to the Temple treasury. But one who says: It is incumbent upon me to donate my assessment, and dies, his heirs need not give his assessment to the Temple treasury, as there is no monetary value for the dead.

[43] The baraita taught with regard to a person who said: It is incumbent upon me to donate my valuation, and dies, that his heirs must give his valuation to the Temple treasury. The Gemara suggests one can conclude from this ruling that one collects a loan by oral agreement from the heirs, as no promissory note was written with regard to this obligation. The Gemara rejects this conclusion: Here the heirs’ obligation to pay the valuation of the deceased is different, i.e., it is not the same as a loan by oral agreement, as a valuation is considered a loan, i.e., debt, written in the Torah, in accordance with the deceased’s age and sex at the time of the vow.

[44] The Gemara objects: If so, can one conclude from the baraita that a loan that is written in the Torah, i.e., any financial obligation that applies by Torah law, is considered as though it were written in a document? The Gemara rejects this conclusion: Here we are dealing with a case where he stood in judgment before he died, and the court obligated him to donate his valuation. The court's ruling is considered like a financial obligation written in a document, and therefore the heirs are required to pay his valuation.

[45] The Gemara asks: If so, then in the corresponding situation, with regard to one who said: It is incumbent upon me to donate my assessment, the baraita must also be referring to one who stood in judgment. But in that case, why don't the heirs have to donate his assessment? The Gemara answers that in the case of one who said: It is incumbent upon me to donate my assessment, even if he stood in judgment and the court obligated him to pay, the assessment of the precise amount he must pay is still lacking, as that amount is determined only through the assessment of a court. By contrast, with regard to one who said: It is incumbent upon me to donate my valuation, if he stood in judgment and the court obligated him to pay, nothing is lacking, as the amount he pays is fixed by the Torah.

[46] § The mishna teaches that one who says: It is incumbent upon me to donate the valuation of my forearm, or of my leg, has not said anything, as there are valuations in the Torah only for a complete person. Rav Giddel says that Rav says: And although he is exempt from donating the valuation, he must give the assessment of the forearm or leg.

[47] The Gemara asks: But isn't it taught in the mishna that he has not said anything? The Gemara answers: The ruling of the mishna that he has not said anything applies according to the opinion of the Rabbis, but he must give the assessment according to the opinion of Rabbi Meir. Rabbi Meir maintains that a person does not utter a statement for naught, and therefore he must have intended to vow to donate the assessment of the limb, as there is no valuation for limbs.

[48] The Gemara asks: But didn't Rav Giddel already say it once, as Rav Giddel says that Rav says: In the case of one who says: It is incumbent upon me to donate the valuation of this vessel, although he is exempt from donating the valuation of the vessel, according to the opinion of Rabbi Meir he must give the assessment of the vessel.

[49] The Gemara answers: It was necessary for Rav Giddel to repeat that halakha with regard to one who vowed the valuation of his forearm or leg, lest you say this ruling is applicable only there, with regard to a vessel, as a person knows that there is no valuation for a vessel, and he therefore intended and said his vow for the sake of assessments. But here, with regard to his forearm or leg, he erred, as he thought that just as there is an obligation to donate the valuation in a case where one said: It is incumbent upon me to donate the valuation of my head, or: The valuation of my liver, so too, there is an obligation to donate the valuation if one said: It is incumbent upon me to donate the valuation of my forearm or the valuation of my leg. But he did not intend to say a vow of assessments. Therefore, Rav Giddel teaches us that even in the case of one who vowed to donate the valuation of his forearm or leg, he did not speak in error but intended to donate the assessment.

[50] § The mishna teaches that if one says: It is incumbent upon me to donate the valuation of my head, or: The valuation of my liver, he gives the valuation of his entire self. The Gemara asks: What is the reason? The Gemara answers that the Merciful One states: "A valuation of living people" (Leviticus 27:2), which indicates that in the case of one who valuates an item upon which the soul is dependent and without which one will die, he must give the valuation of his entire self.

[51] The mishna further teaches that this is the principle: One who valuates an item upon which the soul is dependent and without which one will die gives the valuation of his entire self. The Gemara explains that the phrase: This is the principle, serves to include one who vowed to donate the valuation of his leg from the knee and above. Since one would die if his leg were severed above the knee, this is considered an item upon which the soul is dependent, and therefore he gives the valuation of his entire self.

[52] The mishna teaches that one who says: It is incumbent upon me to donate half of my valuation, gives half of his valuation. The Sages taught in a baraita (Tosefta 3:3): One who says: It is incumbent upon me to donate half of my valuation, gives half of his valuation. Rabbi Yosei, son of Rabbi Yehuda, says: He is flogged and must give his full valuation.

[53] The Gemara asks: Since he did not commit a sin, why is he flogged? Rav Pappa said in response: He is flogged, i.e., punished, in that he must donate his full valuation. What is the reason he needs to give his full valuation? A rabbinic decree was issued that one who says: It is incumbent upon me to donate half of my valuation, must give the value of his entire self, due to a concern that this case might become confused with the similar one of a person who vows to donate the valuation of half of himself. And the halakha in such a case is that he must give the value of his entire self, as the valuation of half of him is an item upon which the soul is dependent.

[54] The mishna further teaches that one who says: It is incumbent upon me to donate half of my assessment, gives half of his assessment. But one who says: It is incumbent upon me to donate the assessment of half of me, gives the assessment of his entire self, as one who takes a vow of assessment with regard to an item upon which the soul depends must give the assessment of his entire self. The Gemara asks: What is the reason? After all, it is only with regard to valuations that the Torah states: “A valuation of living people” (Leviticus 27:2), indicating that one who valuates an item upon which the soul depends must give the valuation of his entire self; but this is not stated with regard to assessments.

[55] The Gemara answers that it is written: “When a man shall clearly utter a vow [neder] with regard to a valuation [be’erkekha] of living people” (Leviticus 27:2). The verse juxtaposes vows of assessment [neder] and valuations [erekh], thereby teaching that just as one who takes a vow of valuation with regard to an item upon which the soul depends must give the valuation of his entire self, so too, one who takes a vow of assessment with regard to an item upon which the soul is dependent must give the assessment of his entire self.

[56] The mishna further teaches that this is the principle: One who takes a vow of assessment with regard to an item upon which the soul is dependent gives the assessment of his entire self. The Gemara explains that the phrase: This is the principle, serves to include one who vowed to donate the assessment of his leg from the knee and above. Since one would die if his leg were severed above the knee, this is an item upon which the soul depends, and therefore he gives the assessment of his entire self.

[57] § The Sages taught in a baraita: With regard to one who valuates in order to donate half the valuation of a vessel, Rabbi Meir says: He gives half the assessment of the vessel, and the Rabbis say: He has not said anything. The Gemara relates: Rava became sick, and Abaye and other Sages came to visit him. As they were sitting and talking, they said: Granted that Rabbi Meir holds that a person does not utter a statement for naught, and therefore there is no difference whether one vowed

to donate the entire valuation of a vessel, and there is no difference whether one vowed to donate half its valuation; in either case he must have intended to donate the assessment, as there is no valuation with regard to vessels.

[58] But with regard to the Rabbis in the baraita, what do they hold? If they maintain that a person utters a statement for naught, then even if one vowed to donate the entire valuation of a vessel, he should be exempt and the Rabbis should disagree with regard to that case. And if the Rabbis maintain that a person does not utter a statement for naught, then even one who vowed to donate half the valuation of a vessel should be obligated to give half of the assessment.

[59] Rava and Abaye said to the Sages in response: The Rabbis here in the baraita hold in accordance with the opinion of Rabbi Meir, but they also hold in accordance with the opinion of Rabbi Shimon. Rava and Abaye elaborated: They hold in accordance with the opinion of Rabbi Meir, who says that a person does not utter a statement for naught, and therefore one who vows to donate the valuation of a vessel must give its assessment.

[60] And they also hold in accordance with the opinion of Rabbi Shimon with regard to one who consecrated an item for a purpose for which it was unsuited, e.g., if one sought to bring a barley meal offering even though meal offerings may be brought only from wheat (see Menaḥot 103a). Rabbi Shimon says he is exempt from any obligation, as this person did not donate in the manner typical of donors. So too, with regard to one who vows to donate the valuation of a vessel, it is the typical manner for one to donate an entire vessel, and therefore one who does so is obligated to donate the assessment of the vessel. But it is not the typical manner for one to donate half a vessel, and therefore one who vows in this manner has not said anything and is exempt.

[61] § The mishna teaches that if one said: It is incumbent upon me to donate the valuation of so-and-so, and both the one who vowed and the object of the vow die, the heirs of the one who vowed must give his valuation to the Temple treasury. The Gemara asks: What is the specific case to which the mishna is referring? It must be referring to a case where he stood in judgment, and the court obligated him to donate his valuation before he died. The court’s ruling is considered like a financial obligation written in a document, and therefore the heirs of the one who vowed are required to pay his valuation.

[62] If so, this clause in the mishna is identical to that previous clause in the mishna, which states that if one said: It is incumbent upon me to donate my valuation, and he dies, his heirs must give his valuation to the Temple treasury. Since it was explained that the earlier clause is also dealing with a case where he stood in judgment, for what purpose was this halakha repeated in the mishna? The Gemara answers: It was necessary to repeat this halakha in order to teach the latter clause of the mishna: With regard to one who says it is incumbent upon him to donate the assessment of so-and-so, and the one who vowed dies, his heirs must give his assessment to the Temple treasury.

[63] This is necessary lest you say: Although the one who took the vow stood in judgment before he died and the court obligated him, since the object of his vow was not assessed before he died, the property of the one who vowed is not liened to the debt, and consequently the heirs are not obligated to pay. Therefore, the mishna teaches us that the property of the one who took the vow was liened, since he stood in judgment while he was still alive, and the assessment of the object of the vow is considered to be a mere disclosure of the matter, which can be performed after the death of the one who vowed.

64 MISHNA: In the case of one who says: This bull is consecrated as a burnt offering, or: This house is consecrated as an offering, and the bull died or the house collapsed, he is exempt from paying his commitment. But in the case of one who says: It is incumbent upon me to give this bull as a burnt offering, or: It is incumbent upon me to give this house as an offering, if the bull died or the house collapsed, he is obligated to pay its value.

65 GEMARA: Rabbi Ḥiyya bar Rav says: The Sages taught in the mishna only that one who said: It is incumbent upon me to give the monetary value of this bull as a burnt offering, is obligated to pay its value if it dies. But if he said: It is incumbent upon me to give this bull as a burnt offering, since he said: This, thereby referring specifically to that animal, and then the bull died, he does not bear financial responsibility for its loss. And as for his statement: It is incumbent upon me, he did not intend to accept financial responsibility for the loss of the bull. Rather, he meant to say: It is incumbent upon me to bring this bull as an offering to the Temple.

66 The Gemara raises an objection from a baraita (Tosefta 3:11): With regard to one who says: This bull is consecrated as a burnt offering, the bull is consecrated property and one who benefits from it is liable for misuse of consecrated property. If the bull dies or is stolen, he does not bear financial responsibility for its loss. If one says: It is incumbent upon me to give this bull as a burnt offering, the bull is consecrated property, and one who benefits from it is liable for misuse of consecrated property. If the bull dies or is stolen, he bears financial responsibility for its loss, despite the fact that he did not vow to give the monetary value of the bull.

67 The Gemara answers: Is the baraita stronger than the mishna, with regard to which we established that it is referring to a case where he says: The monetary value of the bull? Here too, in the case of the baraita, he says: It is incumbent upon me to give the monetary value of this bull as a burnt offering.

68 The Gemara objects: But from the fact that the latter clause of the baraita is referring to a case where he says: Monetary value of, it may be inferred that the first clause of the baraita is referring to a case where he does not say monetary value. As it teaches in the latter clause of the baraita (Tosefta 3:12): With regard to one who said: It is incumbent upon me to give the monetary value of this bull as a burnt offering, the bull is non-sacred property and one who benefits from it is not liable for misuse of consecrated property. If the bull dies or is stolen, he does not bear financial responsibility for its loss. But if he sold the bull and received money for the sale, he does bear financial responsibility for that money, since he accepted financial responsibility for the monetary value of the bull in his vow.

69 The Gemara explains: The first clause and the latter clause of the baraita are both referring to one who says: Monetary value of, in his vow. The difference between them is that the first clause is dealing with one who says: Let the bull be consecrated for its monetary value, and therefore the bull is consecrated and he bears financial responsibility for its value. But the latter clause is referring to one who says: When this bull shall be sold, the money received from the sale shall be consecrated for use as a burnt offering.

70 The Gemara asks: Can this possibly be the case of the latter clause of the baraita? But a person cannot consecrate an entity that has not yet come into the world, and therefore one cannot consecrate the money he will receive in the future from the sale of the bull. Rav Yehuda says that Rav says: In

accordance with whose opinion is this baraita? It is taught in accordance with the opinion of Rabbi Meir, who says: A person can consecrate an entity that has not yet come into the world.

[71] Some say a slightly different version of this discussion, that Rav Pappa said to Abaye, and some say Rami bar Ḥama said to Rav Ḥisda: In accordance with whose opinion is this baraita? Is it in accordance with the opinion of Rabbi Meir, who says that a person can consecrate an entity that has not yet come into the world? Abaye said to him: Rather, in accordance with who else's opinion could this baraita be? Certainly it is in accordance with the opinion of Rabbi Meir.

[72] And some teach this discussion with regard to this baraita (Tosefta, Bava Metzia 8:30): In the case of one who rents a house to another and the house became ritually impure with leprosy, even though a priest confirmed the house as impure, condemning it to be dismantled, as long as the house is still standing its owner may say to the renter: That which is yours is before you, and the owner is not required to compensate the renter. Nevertheless, in accordance with the halakha of a house afflicted with leprosy, once the priest has dismantled the house the owner is obligated to provide a new house for the renter.

[73] If the one living in it, i.e., the renter, consecrates the house, he pays the rent to the Temple treasury. The Gemara express surprise at this last statement of the baraita: If the one living in the house consecrates it? How can the renter consecrate it? The Merciful One states: "When a man shall sanctify his house to be sacred" (Leviticus 27:14), from which it is derived that just as one's house is in his possession, so too, anything that one consecrates must be in his possession. If so, the renter cannot consecrate the house, as he is not its owner. The Gemara answers that this is what the baraita is saying: If the one renting out the house consecrates it, the one living in it pays the rent to the Temple treasury.

[74] The Gemara asks: If the one renting out the house consecrates it, how is it possible for the renter to live in it? Since the house is consecrated property he is standing liable for the prohibition of misuse of consecrated property by living there. And furthermore, why must he pay the rent to the Temple treasury? Since he misused consecrated property the payment of the rent immediately leaves the state of consecration and becomes non-sacred.

[75] The Gemara answers: The baraita is discussing a case where the one renting out the house says: When the payment of the rent will come to me, the money shall be consecrated. The Gemara asks: But how is it possible for the one renting out the house to consecrate money he will receive in the future? After all, a person cannot consecrate an entity that has not yet come into the world.

[76] Rav Yehuda says that Rav says: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Meir, who says: A person can consecrate an entity that has not yet come into the world. Some say that Rav Pappa said to Abaye, and some say that Rav Mari bar Ḥama said to Rav Ḥisda: In accordance with whose opinion is this baraita? Is it in accordance with the opinion of Rabbi Meir, who says that a person can consecrate an entity that has not yet come into the world? He said to him: Rather, in accordance with who else's opinion could this baraita be? Certainly it is in accordance with the opinion of Rabbi Meir.

[77] MISHNA: With regard to those obligated to pay valuations, the court repossesses their property to pay their debt to the Temple treasury. With regard to those obligated to bring sin offerings and guilt offerings, the court does not repossess their property; since one is obligated to bring them for atonement he would not delay bringing them. But with regard to those obligated to bring burnt

offerings and peace offerings, the court repossesses their property;since these offerings are not obligatory for atonement, one might delay bringing them.

78 Although one obligated to bring burnt offerings and peace offerings does not achieve atonement until he brings the offering of his own volition, as it is stated: “He shall bring it to the entrance of the Tent of Meeting of his volition” (Leviticus 1:3), nevertheless the court coerces him until he says: I want to do so. And likewise, you say the same with regard to women’s bills of divorce. Although one divorces his wife only of his own volition, in any case where the Sages obligated a husband to divorce his wife the court coerces him until he says: I want to do so.

79 GEMARA: Rav Pappa says: Sometimes with regard to those obligated to bring sin offerings the court does repossess their property, and likewise there are occasions involving those obligated to bring burnt offerings where the court does not repossess their property.

80 Rav Pappa elaborates: With regard to those obligated to bring sin offerings, the court repossesses their property in the case of the sin offering of a nazirite, since the Master says (Nazir 45a): If a nazirite shaved after the sacrifice of one of the three nazirite offerings, either the burnt offering, the peace offering, or the sin offering, he has fulfilled his obligation of shaving. And if the blood of one of these offerings was sprinkled on his behalf, the nazirite is permitted to drink wine and to become ritually impure from a corpse. Therefore, there is a concern that a nazirite who has already sacrificed his burnt offering or peace offering might be negligent with regard to his sin offering and not bring it, and therefore the court repossesses his property in this particular case.

81 With regard to those obligated to bring burnt offerings, the court does not repossess their property in the case of a burnt offering of a woman after childbirth. There is no concern that she might delay bringing her burnt offering, as she is required to bring this offering before partaking of sacrificial food.

82 The Gemara asks: What is the reason for the ruling that a woman after childbirth is required to bring her burnt offering before she can sacrifice her sin offering? Is it that the verse mentions her burnt offering before it mentions her sin offering, as it is written: “And when the days of her purification are fulfilled…she shall bring a lamb of the first year for a burnt offering, and a young pigeon, or a turtle-dove, for a sin offering” (Leviticus 12:6)? But doesn’t Rava say: The verse mentions her burnt offering before her sin offering only with regard to the reading of the verse, but not with regard to the order of the offerings? If so, there should be a concern that she might first sacrifice her sin offering and delay bringing her burnt offering.

83 Rather, the court does not repossess the property of those obligated to bring burnt offerings in the case of the burnt offering of a leper, as it is taught in a baraita that Rabbi Yishmael, son of Rabbi Yehuda ben Beroka, says: Just as failure to sacrifice his sin offering and his guilt offering prevents the leper from achieving full ritual purity, so too, failure to sacrifice his burnt offering has the same effect and prevents him from achieving full ritual purity. Therefore, the court does not repossess his property, as there is no concern he might delay bringing his burnt offering.

84 § The mishna teaches: Although one obligated to bring burnt offerings and peace offerings does not achieve atonement until he brings the offering of his own volition, as it is stated: “He shall bring it to the entrance of the Tent of Meeting of his volition” (Leviticus 1:3), nevertheless, one coerces him until he says: I want to do so. Similarly, the Sages taught in a baraita: It is written with regard to a burnt offering: “He shall sacrifice it” (Leviticus 1:3), which teaches that one coerces him to bring

his burnt offering. One might have thought he brings the offering against his will; therefore, the verse states: “Of his volition” (Leviticus 1:3). How can these texts be reconciled? The court coerces him until he says: I want to do so.

85 Shmuel says: A burnt offering requires the consent of the one receiving atonement, as it is stated: “Of his volition.” The Gemara asks: What is Shmuel teaching us? Didn’t we already learn in the mishna: Although he does not achieve atonement until he brings the offering of his own volition, as it is stated: “He shall bring it to the entrance of the Tent of Meeting of his volition”?

86 The Gemara answers: No, the statement of Shmuel is necessary with regard to a case where another person separated, i.e., designated, a burnt offering on his behalf. Lest you say: When we require the consent of the one receiving atonement, that is only in a case where an animal from his property is separated as his burnt offering, e.g., the court repossesses his property for the sake of his burnt offering. But we do not need his consent if an animal from the property of another is separated as his burnt offering. Therefore, Shmuel teaches us that the consent of the one receiving atonement is required even in a case where an animal from the property of another was separated as an offering. The reason is that sometimes he is not amenable to achieving atonement with an item that does not belong to him, and in such a case he will not achieve atonement.

87 The Gemara raises an objection from a baraita: With regard to one who says: It is incumbent upon me to bring the sin offering or the guilt offering of so-and-so,

88 if he does so with the consent of the one obligated to bring the offering he has fulfilled his obligation, but if he does so without the consent of the one obligated to bring the offering he has not fulfilled his obligation.

89 With regard to one who says: It is incumbent upon me to bring the burnt offering or the peace offering of so-and-so, whether he does so with the latter’s consent or without his consent, the one obligated to bring the offering has fulfilled his obligation. This apparently contradicts the statement of Shmuel, who said the bringing of a burnt offering requires the consent of the one obligated to bring the offering.

90 Shmuel could have said to you: When that baraita is taught, and states that one fulfills his obligation for his burnt offering without his consent, it is referring to the time of atonement, i.e., the sacrifice. At that stage, his consent is not necessary, as he already consented at the time of separating the animal as an offering. When I said the consent of the one receiving atonement is required, I was speaking of the time of separating the animal as an offering.

91 And Shmuel disagrees with the opinion of Ulla, as Ulla says: The Sages distinguish between the consent required for a sin offering or a guilt offering and the consent required for a burnt offering or a peace offering only in that a sin offering and a guilt offering require the consent of the one obligated to bring the offering at the time the other person separates the animal for an offering on his behalf, and a burnt offering and a peace offering do not require his consent at the time of separating the animal. But with regard to both this pair of offerings and that pair of offerings at the time of atonement, the requisite consent is the same for all offerings: If the offering was sacrificed with his consent he has fulfilled his obligation; if it was not sacrificed with his consent he has not fulfilled his obligation.

[92] The Gemara raises an objection to the opinions of both Shmuel and Ulla from a baraita: One who says: It is incumbent upon me to bring the sin offering or the guilt offering or the burnt offering or the peace offering of so-and-so, if he does this with the consent of the one who is obligated to bring the offering, then that individual has fulfilled his obligation. If he does so without the consent of the one who is obligated to bring the offering, that person has not fulfilled his obligation. This baraita is difficult for the opinion of Shmuel, who holds that one who brings a burnt offering on behalf of another does not require consent at the time of atonement, and it is also difficult according to the opinion of Ulla, who maintains that one who brings a burnt offering on behalf of another does not need consent when the animal is set aside as an offering.

[93] The Gemara answers: Shmuel establishes the baraita, which requires consent, as referring to the time of separating the animal, and Ulla establishes the baraita as dealing with the required consent at the time of atonement. Rav Pappa says, in summary: The baraitot are not difficult, as they do not contradict each other. This one is referring to consent at the time of atonement, and that one is referring to consent at the time of separating the animal.

[94] And Rav Pappa adds that the baraitot also are not difficult for the opinions of the amora'im. Shmuel establishes the first baraita, which does not require consent for a burnt offering and a peace offering, as referring to the time of atonement, and the last baraita, which requires consent for those offerings, as speaking of the time of separating the animal. Ulla establishes the baraitot in the reverse manner: The first baraita, which does not require consent for a burnt offering and a peace offering, is dealing with the time of separating the animal, whereas the second baraita is referring to the time of atonement. But the amora'im themselves, Shmuel and Ulla, certainly disagree with each other. The Gemara asks: Isn't this summary of the opinions of Shmuel and Ulla obvious?

[95] The Gemara answers: Rav Pappa's summary is necessary, lest you say: What is the meaning of that which Shmuel says, that the consent of the one obligated to bring the offering is required at the time of separating the animal? Shmuel means that consent is required not only at the stage of atonement but even at the time of separating the animal. And even though according to this interpretation the first baraita, which says that consent is not required for a burnt offering and for a peace offering, would be a refutation of the opinion of Shmuel, that difficulty would not deter him from holding such an opinion. Therefore, Rav Pappa teaches us that the baraitot do not contradict the opinions of Shmuel and Ulla, which indicates that Shmuel holds that consent is required only when the animal is separated, but not at the time of atonement.

[96] § The mishna teaches: And likewise, you say the same with regard to women's bills of divorce. Although one can divorce his wife only of his own volition, in any case where the Sages obligated a husband to divorce his wife, the court coerces him until he says: I want to do so. Rav Sheshet says: Concerning one who delivered a declaration preemptively invalidating a bill of divorce by announcing before giving the bill of divorce that he is not doing so of his own free will, his declaration is a valid declaration that cancels the bill of divorce. The Gemara asks: Isn't that obvious?

[97] The Gemara answers: No, the statement of Rav Sheshet is necessary in a case where they coerced him to give a bill of divorce and he declared that he was not giving it of his own free will, but later he agreed to give the bill of divorce of his own volition without explicitly retracting his original declaration that he was coerced. Lest you say: Merely by giving the bill of divorce he has canceled

his earlier declaration that he was coerced, Rav Sheshet therefore teaches us that his original declaration that he was coerced is still in effect and the bill of divorce is canceled.

98 The Gemara explains how Rav Sheshet derives his conclusion from the mishna. The reason is that if it were so, i.e., if his original declaration is canceled even without an explicit retraction, let the mishna teach: The court coerces him until he gives the bill of divorce of his own volition. What is the significance of the clause: The court coerces him until he says: I want to do so? This indicates that the court coerces him until he explicitly cancels his original declaration.

Chapter 6

1 MISHNA: One proclaims, i.e., publicly announces, the appraisal of the property inherited by minor orphans, which is being sold to repay their father’s debt, for thirty days, in order to receive the maximal price. And one proclaims the appraisal of consecrated property that is being sold by the Temple treasury for sixty days, and one proclaims it in the morning and in the evening.

2 GEMARA: The Gemara asks: What is different about those times that one proclaims the appraisal of the property specifically in the morning and in the evening? Rav Yehuda says that Rav says: One proclaims during the time that workers leave to work in the fields and during the time that workers enter the city after completing their workday. Rav Yehuda elaborates: One proclaims during the time that workers leave to work in the fields, so that if there is a person who is amenable to purchasing the property, he may say to the workers: Go and examine the property for me. And one proclaims during the time that workers enter the city so that that individual will be reminded that he said to the workers that they should inspect the property, and he will go and ask them for their opinion of it.

3 The Gemara notes: That explanation is also taught in a baraita: One proclaims the appraisal of the property inherited by minor orphans for thirty days, and one proclaims the appraisal of consecrated property for sixty days. And one proclaims it in the morning and in the evening, during the time that workers leave to work in the fields and during the time that workers enter the city after completing their workday.

4 The baraita adds that the one who proclaims states: The field of so-and-so that is identifiable by its markers and by its borders, such is its quality, i.e., it produces such-and-such quantities of grain annually, and such is its appraisal; anyone who wishes to purchase the field let him come and purchase it. He adds that the field is being sold in order to give the proceeds to a wife as payment of her marriage contract, or in order to give a creditor payment of a deceased man’s debt.

5 The Gemara asks: Why do I need the one making the proclamation to say that the field is being sold in order to give the proceeds to a wife as payment of her marriage contract or in order to give a creditor payment of his debt? The Gemara responds: This declaration is necessary as there are individuals for whom it is preferable to do business with a creditor, as he is lenient with dinars and will accept even damaged coins, and there are others for whom it is preferable to deal with a wife, as she takes her money bit by bit, i.e., in incremental payments.

6 With regard to the duration of time for the proclamation, the Sages taught: One proclaims the appraisal of the property inherited by minor orphans for thirty days, and one proclaims the appraisal of consecrated property for sixty days. This is the statement of Rabbi Meir. Rabbi Yehuda says: One

proclaims the appraisal of the property of orphans for sixty days, and one proclaims the appraisal of consecrated property for ninety days. And the Rabbis say: Both this and that are proclaimed for sixty days. Rav Ḥisda says that Avimi says: The halakha is that one proclaims the appraisal of the property of orphans for sixty days.

[7] The Gemara relates that Rabbi Ḥiyya bar Avin was sitting and saying this halakha stated by Rav Ḥisda in the name of Avimi. Rav Naḥman bar Yitzḥak said to Rabbi Ḥiyya bar Avin: Did you say that the proclamation is for sixty days or did you say that it is for thirty days? Rabbi Ḥiyya bar Avin said to him: It is for sixty days. Rav Naḥman bar Yitzḥak continued: Is this the halakha with regard to the property of orphans or with regard to consecrated property? Rabbi Ḥiyya bar Avin said to him: It applies to the property of orphans.

[8] Rav Naḥman bar Yitzḥak persisted: Do you rule in accordance with the opinion of Rabbi Meir or in accordance with the opinion of Rabbi Yehuda? Rabbi Ḥiyya bar Avin said to him: I rule in accordance with the opinion of Rabbi Meir. Rav Naḥman bar Yitzḥak raised a difficulty: But Rabbi Meir says that the appraisal of the property of orphans is proclaimed for thirty days.

[9] Rabbi Ḥiyya bar Avin said to him that Rav Ḥisda said like this: I absorbed many blows [kulfei] from Avimi due to that halakha, i.e., Avimi would disparage me when I questioned his statement that according to Rabbi Meir one proclaims the appraisal of the property of orphans for sixty days, which is contradicted by the baraita. Avimi explained to Rav Ḥisda that if the court comes to proclaim the sale on consecutive days, then it is proclaimed for thirty days, in accordance with the baraita.

[10] But if it is proclaimed only on Monday and on Thursday, when the markets are open, villagers gather in the city, and the courts sit in judgment, then it is proclaimed over the course of sixty days. And even though if Master counts the number of days on which there is actually a proclamation, there are only eighteen days, far fewer than the thirty of the consecutive days, since the matter extends over the course of sixty days, people will hear about the sale.

[11] § Rav Yehuda says that Rav Asi says: The court attends to the property of minor orphans,to sell it in order to pay a debt, only if the debt was accruing interest that consumes the property of the orphans, since if they delay payment of the debt, it will grow dramatically. In other cases the court delays payment until the orphans reach majority. And Rabbi Yoḥanan says: The court attends to their property either to pay a debt recorded in a promissory note that contains interest or to pay a wife’s marriage contract, due to the standing obligation of the orphans to provide sustenance for their father’s widow from his estate as long as she has not received payment of her marriage contract. It is therefore beneficial to the orphans that she should collect her marriage contract immediately.

[12] The Gemara asks: And Rav Asi, what is the reason that he did not state that the court attends to their property for the purpose of paying the marriage contract of a wife? The Gemara responds: There is no financial loss to the orphans in such a case, because the Sages established for the late husband that as long as she receives sustenance from his estate, the orphans are entitled to her earnings. The Gemara asks: And the other, Rabbi Yoḥanan, in light of this fact why does he rule that the court attends to their property? The Gemara responds: Sometimes her earnings do not provide enough to reimburse the money spent on her sustenance.

[13] The Gemara continues: We learned in the mishna that one proclaims the appraisal of the property inherited by orphans for thirty days and the appraisal of consecrated property for sixty days, and one proclaims it in the morning and in the evening. The Gemara asks: What case are we dealing with in

the mishna? If we say that we are dealing with a gentile creditor, will he comply with the ruling of the Jewish court that payment be delayed for thirty days? Rather, it is obvious that we are dealing with a Jewish creditor. Now, if the mishna is dealing with a situation where the interest consumes the orphans' property, do we leave a Jew to collect interest? But rather, it must be referring to a case where the interest does not consume the orphans' property, and nevertheless the mishna teaches that the court attends to the property of orphans even when no interest accrues on the loan. This apparently contradicts the opinions of Rav Asi and Rabbi Yoḥanan.

[14] Granted, according to the opinion of Rabbi Yoḥanan the mishna is not difficult, as he can establish it as referring to payment of the marriage contract of a wife. But according to the opinion of Rav Asi, that the court does not attend to the property of orphans in such a case, the mishna poses a difficulty. The Gemara responds: Rav Asi could say to you: And according to the opinion of Rabbi Yoḥanan, does it work out well that the mishna requires thirty days of proclamation before the sale of the property? Do we leave aside the sustenance that the orphans certainly lose to the wife for the duration of the thirty days and take, i.e., implement, the proclamation, with regard to which we do not know if they will gain from it or if they will not gain, as it is uncertain that an offer matching the appraisal of the court will be made?

[15] The Gemara rejects this argument: This is not difficult, as Rabbi Yoḥanan can explain that the mishna is referring to a widow who claims her marriage contract in court. And this is in accordance with a ruling that Rav Yehuda says that Shmuel says, as Rav Yehuda says that Shmuel says: A widow who claims payment of her marriage contract in court no longer receives sustenance from the estate of her husband.

[16] The Gemara asks: If so, then we should not attend to her request to collect payment of her marriage contract at all. Rather, the court should delay payment until the orphans reach majority, as they incur no loss by delaying the payment. The Gemara rejects this suggestion: That is not appropriate; rather, since we attend to her initially, when she claims the payment of her marriage contract in court, we attend to her in the end as well, in order to collect payment from the orphans, despite the fact that the orphans will not lose money if they do not pay immediately.

[17] The Gemara returns to its initial question: In any case, the mishna poses a difficulty for the opinion of Rav Asi, who maintains that the court attends to the property of orphans only in order to collect the payment of a loan that accrues interest, not for the payment of a marriage contract. If the mishna is dealing with a gentile creditor, he will not wait thirty days to collect payment, and if it is referring to a Jewish creditor, he is prohibited from charging interest in the first place. The Gemara responds: Actually, the mishna is referring to a gentile creditor, in the specific case of one who accepted upon himself to adjudicate in accordance with Jewish law. He therefore agrees to delay collection for thirty days.

[18] The Gemara asks: If so, let him also not take interest, as it is prohibited to do so according to Jewish law. The Gemara responds: The mishna is dealing with a case where he accepted Jewish law upon himself for this matter, to delay collection for thirty days, but he did not accept it upon himself for that matter, not to collect interest.

[19] The Gemara suggests: Come and hear a difficulty for the opinions of Rav Asi and Rav Yoḥanan from a mishna (Gittin 48b): A court can collect a father's debt from the property of orphans only from land of the lowest quality. The Gemara asks: What are we dealing with in this mishna? If we

say that the mishna is referring to a gentile creditor, will he comply and accept inferior-quality land as payment? Rather, it is obvious that we are dealing with a Jewish creditor. Now, if the mishna is referring to a case where the interest consumes the orphans' property, do we leave him to collect interest? Rather, it must be dealing with a case where the interest does not consume the orphans' property, and yet it is taught in the mishna that the court attends to the property of orphans even when no interest accrues on the loan.

[20] Once again, the Gemara states: Granted, the mishna is not difficult according to the opinion of Rabbi Yoḥanan, as he can establish it as referring to payment of the marriage contract of a wife. But according to the opinion of Rav Asi, that the court does not attend to the property of orphans in such a case, the mishna poses a difficulty. The Gemara responds that Rav Asi could say to you: And according to the opinion of Rabbi Yoḥanan, does the mishna work out well? If the mishna is referring to payment of a wife's marriage contract, why does it discuss specifically a collection from orphans? Even in a case of a divorced woman who collects payment from the husband himself, she also receives only inferior-quality land.

[21] The Gemara answers: This is not difficult, as Rabbi Yoḥanan would reply that the mishna is in accordance with the opinion of Rabbi Meir, who says: A marriage contract of a wife is generally paid with intermediate-quality land, and if payment is collected from orphans, the marriage contract is paid with inferior-quality land.

[22] The Gemara asks: In any case, the mishna poses a difficulty for the opinion of Rav Asi. The Gemara responds: Actually, the mishna is referring to a gentile creditor who accepted upon himself to adjudicate in accordance with Jewish law. He therefore agrees to accept payment from inferior-quality land. The Gemara asks: If so, let him also not take interest, which is prohibited according to Jewish law. The Gemara responds: The mishna is dealing with a case where he accepted Jewish law upon himself for this matter, to delay collection for thirty days, but he did not accept it upon himself for that matter, not to collect interest. The court therefore attends to the property of the orphans in order to minimize the interest owed to the creditor.

[23] The Gemara further suggests: Come and hear a difficulty from a baraita: When one proclaims the appraisal of the property of orphans, he announces that the property is being sold in order to give the proceeds to a wife as payment of her marriage contract or in order to give a creditor payment of his debt. The Gemara explains: Granted, there is no difficulty in the ruling that one proclaims that the property is being sold in order to give a creditor payment of a debt, as whether according to this Sage or whether according to that Sage, i.e., Rav Asi or Rabbi Yoḥanan, the mishna is in accordance with that which we taught above, that it is dealing with a gentile creditor who collects interest but agrees to delay payment.

[24] But with regard to the proclamation that the property is being sold in order to pay the wife's marriage contract, granted, according to the opinion of Rabbi Yoḥanan, who maintains that the court attends to the property of orphans in such a case, the baraita works out well. But according to the opinion of Rav Asi, that the court does not attend to their property in order to pay a marriage contract, the baraita poses a difficulty.

[25] The Gemara responds: Here we are dealing with a case where the one who is obligated to pay admits that he has not yet paid, i.e., the father admitted before his death that he has not yet paid the obligation stated in the marriage contract. The Gemara notes: Now that you have arrived at this

response, it is no longer necessary to establish that the previous cases are referring to a gentile creditor. Rather, all of them are also dealing with Jewish creditors, as they are referring to situations where the one who is obligated to pay admits that he has not yet paid. In such cases, the court collects payment from the property of the orphans without delay.

[26] § With regard to the dispute between Rav Asi and Rabbi Yoḥanan, the Gemara relates that Mareimar collected the payment of a marriage contract for a divorced woman from the property of minor orphans. Ravina said to Ameimar: But doesn't Rav Yehuda say that Rav Asi says that the court does not attend to the property of minor orphans unless interest was consuming it, and Rabbi Yoḥanan says that the court attends to their property either to pay a debt recorded in a promissory note that contains interest or to pay a wife's marriage contract, due to the obligation of the orphans to provide her sustenance.

[27] Ravina added: And even Rabbi Yoḥanan says that they attend to the property of minor orphans only in the case of a widow, as she causes loss to their property due to the sustenance she receives until she collects payment of her marriage contract. But in the case of a divorced woman, who does not receive sustenance from their property, Rabbi Yoḥanan agrees that the court does not collect payment of her marriage contract until the orphans reach majority.

[28] Ameimar said to Ravina: We learned that this statement of Rabbi Yoḥanan, that the court attends to the property of minor orphans in order to collect the payment of a marriage contract, is for the sake of favor, i.e., the court collects payment of a wife's marriage contract not due to the sustenance that consumes the property of the orphans, but in order that the wife will find favor in the eyes of men so that they will marry her. This reason is equally applicable in the cases of a widow and a divorced woman.

[29] With regard to attending to the property of orphans, Rav Naḥman says: At first, I would not attend to the property of orphans in order to collect payment of a standard debt. Once I heard that which Rav Huna, our friend, said in the name of Rav: Orphans who consume that which is not theirs, let them follow their deceased parent to the graveyard, from that point forward I would attend to their property.

[30] The Gemara asks: At the outset, what is the reason that Rav Naḥman would not collect payment from minor orphans? Rav Pappa says: The repayment of a creditor is a mitzva, and minor orphans are not obligated in performing that mitzva. Rav Huna, son of Rav Yehoshua, said: The reason is that we say there is a concern that the father might have transferred bundles of coins to the creditor before his death as collateral and we are unaware of such a payment. Therefore, the court delays payment until the orphans reach majority in order to allow them time to clarify whether such payment was in fact made.

[31] The Gemara asks: What is the practical difference between these two explanations? The Gemara responds: There is a practical difference between them in a case where the one who is obligated to pay admits that he still owes the money, or in a case where the court excommunicated the father in order to force him to pay and he died in a state of excommunication. In such instances, there is no doubt that the debt must be paid. According to Rav Pappa, even in such cases the court does not collect payment from minor orphans, as they are not obligated in the performance of the mitzva, whereas Rav Huna would rule that the court collects payment even before they reach majority, as there is no doubt that the debt is unpaid.

[32] The Gemara relates that they sent from there, Eretz Yisrael, a communication that all these cases cited above, in which the court collects payment of a debt from the property of minor orphans, are referring to situations where the court excommunicated the father and he died while under excommunication. And the halakha is in accordance with the opinion of Rav Huna, son of Rav Yehoshua.

[33] The Gemara attempts to determine the correct reason why the court does not attend to the property of minor orphans: We learned in the mishna that one proclaims the appraisal of the property of minor orphans that is being sold for thirty days, and one proclaims the appraisal of consecrated property for sixty days, and one proclaims it in the morning and in the evening. The Gemara asks: What are we dealing with here? If we say that the mishna is dealing with a gentile creditor who is unwilling to wait until the orphans reach majority, will he comply with the court's directive that the appraisal of the property be proclaimed for thirty days before it is sold? Rather, it is obvious that the mishna is dealing with a Jewish creditor.

[34] The Gemara concludes its proof: Granted, according to the opinion of Rav Huna, son of Rav Yehoshua, who says that the court does not attend to the property of minor orphans due to a concern that their father might have left bundles of coins with the creditor, he can establish the mishna as referring to a case where the one obligated to pay, i.e., the father, admits before his death that he has not paid. In such a case, the court does not wait to collect payment until the orphans reach majority. But according to the opinion of Rav Pappa, that the court does not attend to the property of minor orphans because they are not obligated in the mitzva to repay a loan, the mishna poses a difficulty.

[35] The Gemara explains that Rav Pappa could say to you: If you wish, say that the mishna is referring to a case where the court sells the property of the orphans in order to collect payment for a marriage contract, which the court does for the sake of favor, i.e., in order that the wife will own property and be desirable for marriage. And if you wish, say instead that the mishna is dealing with a gentile creditor who accepted upon himself to adjudicate in accordance with Jewish law. He therefore agrees to delay collection for thirty days.

[36] The Gemara objects: If he accepted Jewish law upon himself, then let him wait for the orphans until they reach majority before demanding payment of the loan. The Gemara explains: The mishna is referring to a case where he accepted Jewish law upon himself for this matter, to delay collection for thirty days, but he did not accept it upon himself for that matter, to wait until they reach majority.

[37] The Gemara suggests: Come and hear a proof from a baraita: When one proclaims the appraisal of the property of orphans, he announces that the property is being sold in order to give the proceeds to a wife as payment of her marriage contract, or in order to give a creditor payment of his debt. The Gemara asks: What are we dealing with in the baraita? If we say that the baraita is referring to a gentile creditor who is unwilling to wait until the orphans reach majority, will he comply with the court's directive that the appraisal of the property is proclaimed for thirty days before it is sold? Rather, it is obvious that the mishna is referring to a Jewish creditor.

[38] The Gemara continues: Granted, according to the opinion of Rav Huna, son of Rav Yehoshua, he can establish the mishna as referring to a case where the one obligated to pay admits before his death that he has not paid. But according to the opinion of Rav Pappa, granted, the court collects payment of a marriage contract for the sake of favor; but the fact that they sell the property in order to pay a creditor poses a difficulty.

[39] The Gemara responds: Actually, the baraita is dealing with a gentile creditor, and is it referring to a case where he accepted upon himself to adjudicate in accordance with Jewish law. He therefore agrees to delay collection for thirty days. The Gemara objects: If he accepted Jewish law upon himself, then let him wait for the orphans until they reach majority before demanding payment of the loan. The Gemara again explains: The baraita is dealing with a case where he accepted Jewish law upon himself for this matter, to delay collection for thirty days, but he did not accept it upon himself for that matter, to wait until they reach majority.

[40] Rava says: The court does not collect payment from the property of minor orphans due to the concern that there might be a receipt, i.e., perhaps their father repaid the loan and received a receipt attesting to his payment and the orphans are unaware of its existence. Rav Huna, son of Rav Yehoshua, said to Rava: But are we concerned for the existence of a receipt? Didn't we learn in a mishna (Ketubot 87a): A woman who collects the payment of her marriage contract from the property of her husband when not in his presence, e.g., if her husband is overseas, may collect only by means of an oath that she has not yet received payment.

[41] And Rabbi Aḥa Sar HaBira says: An incident came before Rabbi Yitzḥak Nappaḥa in Antioch, and he issued a ruling and said: They taught this halakha, that she may collect the payment of her marriage contract in her husband's absence, only with regard to the wife's marriage contract, for the sake of favor. But a creditor does not have the right to collect the debt that is owed to him in the debtor's absence. And Rabba says that Rav Naḥman says: Even a creditor may collect a payment by means of an oath in the debtor's absence.

[42] Rav Huna explains the difficulty: And if you are concerned for the existence of a receipt, then in that case there as well, where the obligated party is overseas, let us be concerned that he has in fact paid the debt and received a receipt. Rava said to him: In that case there, one is not concerned about the existence of a receipt, in accordance with the reason that we say: It is in order that there should not be a situation where every person will take the money of another and go and reside in a country overseas, to prevent the creditor from collecting the money from his property.

[43] § Rava says: The halakha is that the court does not attend to the property of minor orphans in order to pay the debts owed by their father. But if their father said before his death: Give so-and-so the payment of my debt, the court attends to their property. Specifically, if the father said: Give this field to so-and-so, or: Give this one hundred dinars to so-and-so, then the court attends to their property to collect payment, and the court does not install a steward [apotropos] to negotiate with the creditor on their behalf. If he said: Give a field to so-and-so, i.e., an unspecified field, or: Give one hundred dinars to so-and-so, i.e., unspecified dinars, then the court attends to the property of the orphans and they install a steward to act on their behalf, to ensure that the best fields remain in their possession.

[44] By contrast, the Sages of Neharde'a say: In all of these cases where the father told his children before his death to give an item, the court attends to the property of the orphans and they install a steward to act on their behalf, except for a situation where a field is found in their possession with regard to which witnesses have testified that it is not their father's, but is in fact stolen. In such a case, the stolen field is seized and returned to its owner without recourse to a steward, as we do not presume that witnesses are liars.

45 Rav Ashi says: Therefore, we do not attend to the property of minor orphans in order to repay a standard loan, as Rava says: The halakha is that the court does not attend to their property. And if we attend to their property, e.g., in a case where the father told his children to repay the debt, we install a steward to act on behalf of the orphans, as the Sages of Neharde’a say: In all of the cases, the court attends to the property of minor orphans and installs a steward, except for a situation where a field is found in their possession that is not the father’s, as we do not presume that witnesses are liars.

46 MISHNA: In the case of one who consecrates his property and there was the outstanding debt of the marriage contract of his wife, for whose repayment one’s property is liened, Rabbi Eliezer says: When he divorces her, he shall vow that benefit from her is forbidden to him. This is to prevent collusion, by which he divorces her, she collects payment from the consecrated property, and he then remarries her. Rabbi Yehoshua says: He need not do so. On a similar note, Rabban Shimon ben Gamliel said: Even in the case of the guarantor of a woman for her marriage contract, and her husband was divorcing her and could not pay the debt, the husband shall vow that benefit from her is forbidden to him, lest he and his wife engage in collusion [kinunya] and collect payment from the property of that guarantor, and then the husband will remarry his wife.

47 GEMARA: The mishna teaches that there is a dispute between Rabbi Eliezer and Rabbi Yehoshua with regard to a case where one consecrates his property and then divorces his wife. The Gemara asks: With regard to what principle do they disagree? The Gemara explains: Rabbi Eliezer holds that a person would engage in collusion against even the Temple treasury, and for this reason he divorces his wife. The required vow serves to prevent such a possibility. And Rabbi Yehoshua holds that a person would not engage in collusion against the Temple treasury.

48 The Gemara asks: But if so, consider that which Rav Huna says: If a person on his deathbed consecrated all of his property and said: So-and-so has one hundred dinars that I owe him in my possession, his statement is deemed credible, as there is a presumption that a person does not engage in collusion against the Temple treasury. Let us say that Rav Huna stated this halakha with regard to a matter that is the subject of a dispute between tanna’im.

49 The Gemara responds: No, Rabbi Eliezer and Rabbi Yehoshua disagree whether or not one colludes against the Temple treasury only with regard to a healthy person. But with regard to a person on his deathbed, everyone agrees that such a person does not engage in collusion against the Temple treasury. What is the reason? Since he will soon die, he does not stand to gain anything from his statement, and a person sins only for his own benefit, not for the benefit of others.

50 Some say that in the case of a healthy person, everyone agrees on the question of whether or not a person would engage in collusion against the Temple treasury, i.e., they agree that one must be concerned that a person may engage in collusion. And here, they disagree with regard to a vow administered in public, e.g., a vow administered by the court. One Sage, Rabbi Yehoshua, holds that such a vow has the option of nullification. Consequently, there is no use in requiring the husband to take a vow even in public, as a halakhic authority can later dissolve it. And one Sage, Rabbi Eliezer, holds that such a vow does not have the option of nullification. Therefore, the court administers a vow in public to prevent collusion.

51 And if you wish, say instead: Everyone agrees that a vow administered in public has the option of nullification. And here, they disagree with regard to a vow administered based on the consent of the public, i.e., when the court says to the husband: You are taking a vow that benefit from your wife is

forbidden to you based on our consent. According to Rabbi Eliezer, there is no option of nullification for such a vow, and therefore it is effective in preventing collusion, whereas Rabbi Yehoshua maintains that even such a vow can be nullified and is therefore ineffective in preventing collusion.

[52] The Gemara asks: But if so, consider that which Ameimar says: A vow that was taken in public has the option of nullification; if it was taken based on the consent of the public it does not have the option of nullification. Let us say that Ameimar stated this halakha with regard to a matter that is the subject of a dispute between tanna'im. And furthermore, Rabbi Yehoshua says in the mishna that the husband need not take a vow. If his reason is that such a vow is ineffective, he should have stated: It is ineffective.

[53] Rather, here they disagree with regard to one's ability to request the dissolution of a vow involving consecrated property. Rabbi Eliezer holds that one may not request the dissolution of a vow involving consecrated property. Accordingly, there is a concern that the husband might collude with his wife by divorcing her in order to extract the consecrated property from the Temple treasury, as he has no other means of releasing the property. In contrast, Rabbi Yehoshua maintains that such a vow may be dissolved and therefore there is no reason for the husband to collude with his wife.

[54] The Gemara adds: And it is likewise taught in a baraita: In the case of one who consecrates his property and there was the outstanding debt of the marriage contract of his wife upon it, Rabbi Eliezer says: When he divorces her, he shall vow that benefit from her is forbidden to him, to prevent collusion. Rabbi Yehoshua says: He need not do so. And Rabbi Elazar, son of Rabbi Shimon, said: This statement of Rabbi Eliezer is the same as the statement of Beit Shammai, and this statement of Rabbi Yehoshua is the same as the statement of Beit Hillel.

[55] As Beit Shammai say: Consecration that one performed in error is effective as consecration. Consequently, one cannot request the dissolution of his consecration due to circumstances that unfolded on the grounds that he did not mean to make a vow. And Beit Hillel say: Consecration that one performed in error is not consecration, and one may therefore request the dissolution of his consecration.

[56] § The mishna teaches: On a similar note, Rabban Shimon ben Gamliel said that even in the case of a guarantor for a woman for her marriage contract, he vows that benefit from her is forbidden to him, lest he and his wife engage in collusion. The Gemara relates that Moshe bar Atzrei was the guarantor for the marriage contract of his daughter-in-law, and Rav Huna, his son, was a Torah scholar and was hard-pressed for money. Abaye said: Is there no one who will advise Rav Huna that he should divorce his wife, and she should claim her marriage contract from his father, the guarantor of the marriage contract, and that he should then return and remarry her, and in this manner they will obtain money?

[57] Rava said to Abaye: But we learned in the mishna that in such a case he shall vow that benefit from her is forbidden to him. If so, Rav Huna cannot remarry her. And the Gemara explains that Abaye would argue: Is that to say that anyone who divorces, divorces in court? Let Rav Huna divorce his wife outside the court, so that he will not be forced to take a vow and he will therefore be allowed to remarry her. The Gemara relates that ultimately it was revealed that Rav Huna was a priest, which means that if he had divorced his wife he would have been prohibited from remarrying her. Abaye said of this revelation: This is an example of the saying that poverty follows the poor, i.e., it is difficult to remove a poor person from a state of poverty.

[58] The Gemara asks: And did Abaye actually say this? Doesn’t Abaye say: Who is a wily, wicked person? This is one who advises another to sell property that he received from someone who stipulated that the property should pass to a second beneficiary upon the death of the first. And this is in accordance with the ruling of Rabban Shimon ben Gamliel, who maintains that the sale is valid and the second beneficiary may not remove the property from the possession of the buyer. If Abaye considers this individual as wicked for advising one to act against the intentions of a benefactor, how could he suggest that Rav Huna should extract money from the guarantor in the above case?

[59] The Gemara answers: When one is a guarantor for his son it is different, as he would forgive his son for acting in this manner, as the son will in any case inherit his property. And furthermore, when this is performed for the benefit of a Torah scholar it is different, as it is proper to assist him so that he may continue studying Torah.

[60] The Gemara objects: And let Abaye deduce that such a course of action is ineffective, as a guarantor of a marriage contract is not legally responsible to pay the marriage contract.

[61] The Gemara responds: Moshe bar Atzrei was a guarantor who accepted unconditional responsibility [kablan] for the payment of the marriage contract. The Gemara objects: This works out well according to the one who says that with regard to a kablan, even though the debtor has no property at the time of the loan, nevertheless the kablan is responsible for payment. But according to the one who says that if the debtor has property then the kablan is responsible, but if he does not have property then the kablan does not agree to become responsible for the payment, what can be said? Since Rav Huna owned no property, how could payment of the marriage contract be collected from Moshe bar Atzrei?

[62] The Gemara responds: If you wish, say that Rav Huna had property at the time that his father accepted upon himself to be a guarantor, and it became blighted. And if you wish, say instead that a father, with regard to his son, accepts responsibility upon himself even if his son owns no property.

[63] The Gemara cites the aforementioned dispute in detail. As it was stated: Everyone agrees that an ordinary guarantor of a marriage contract does not resolve to become responsible for paying the marriage contract. Everyone also agrees that a kablan for a creditor is responsible for paying the debtor’s debt. By contrast, with regard to an ordinary guarantor of a debt owed to a creditor and a kablan for the payment of a marriage contract, the Sages disagree. There is one Sage who says: If the debtor or the husband has property then the guarantor becomes responsible, but if he does not have property then he does not become responsible. And there is another Sage who says: Even though the debtor or the husband does not have property, the guarantor becomes responsible for payment of the obligation.

[64] And the halakha in all of these cases is: Even though the principal does not have property of his own, the guarantor still becomes responsible for paying the obligation, except for the case of an ordinary guarantor of a marriage contract, with regard to which, even though the husband has property of his own when he draws up the marriage contract, the guarantor does not resolve to become responsible. What is the reason? He performs a mitzva, i.e., he agrees to be a guarantor only so that the woman will consent to the marriage but he does not actually resolve to become responsible. And furthermore, the woman did not lose anything in exchange for which the guarantor would have accepted responsibility, as the husband did not borrow money from her.

[65] § The Gemara relates that there was a certain man who sold his property and later when he divorced his wife he had no property with which to pay the marriage contract. The wife therefore sought to collect payment from the buyers. Rav Yosef, son of Rava, sent the case before Rav Pappa: When a wife's marriage contract is paid by a guarantor, we learned in the mishna that the husband vows that benefit from her is forbidden to him. Similarly, when she collects her marriage contract from consecrated property, we learned in the mishna that the husband takes such a vow. What is the halakha when she collects payment from a buyer? Rav Pappa said to him: Should the tanna have continued reckoning cases like a peddler, who announces all his wares? Obviously, the halakha is the same in the case of a buyer, as the identical reasoning applies despite the fact that the tanna neglected to mention this case.

[66] The Sages of Neharde'a say: That which we learned in the mishna we learned, and that which we did not learn in the mishna we did not learn, i.e., the husband does not need to make the vow when the payment of the marriage contract is collected from buyers. Rav Mesharshiyya said: What is the reasoning of the Sages of Neharde'a? Granted, when the payment of the marriage contract is collected from consecrated property the husband must make the vow due to the importance of maintaining the profit of the Temple treasury. In the case of a guarantor as well, the husband must make the vow, as the guarantor performed a mitzva and the woman did not lose anything, i.e., the guarantor received nothing from the wife, and he nevertheless accepted responsibility for the payment of the marriage contract. The husband therefore vows in order that others should not be discouraged from performing this mitzva.

[67] But in the case of a buyer, since he knows that each and every married man has upon him the potential obligation to pay a marriage contract, why should he go and purchase a field from the husband when there is a lien on it due to the marriage contract? Since it is he who caused himself to lose out, it is unreasonable to prevent the husband from remarrying his wife merely for the benefit of the buyer.

[68] MISHNA: In the case of one who consecrates his property and there was an outstanding debt of the marriage contract of his wife and of a creditor, the woman may not collect the payment of her marriage contract from the Temple treasury, nor may the creditor collect his debt. Rather, the one who redeems the property redeems it for a cheap price in order to give the woman her marriage contract payment and the creditor his debt. For example, if one consecrated property worth nine thousand dinars and his debt was ten thousand dinars, leaving no property for redemption, the creditor lends an additional dinar to the debtor and the debtor redeems the property with that dinar, in order to give the woman her marriage contract payment and the creditor his debt.

[69] GEMARA: The Gemara asks: Why do I need the mishna to state that the one who redeems, redeems, i.e., why isn't the property given directly to the creditor without redemption? The Gemara answers: This is due to the explanation of Rabbi Abbahu, as Rabbi Abbahu says: The property is redeemed so that people will not say that consecrated property exits to non-sacred status without redemption.

[70] The mishna teaches that if one consecrated property worth nine thousand dinars and his debt was ten thousand dinars, the creditor lends an additional dinar to the debtor for him to redeem the property. The Gemara notes: The mishna is not in accordance with the opinion of Rabban Shimon ben Gamliel, as it is taught in a baraita that Rabban Shimon ben Gamliel says: If his debt

corresponded to the value of his consecrated property, then the debtor redeems the property in the manner prescribed in the mishna.

[71] But if the value of the consecrated property is not enough to cover the debt, he does not redeem the property in this manner. Instead, it must be redeemed in accordance with its value. The Gemara asks: And according to the Rabbis, up to what amount may the property be redeemed in the manner described in the mishna? Rav Huna bar Yehuda says that Rav Sheshet says: The consecrated property must be worth at least half of the debt. If the property is worth less, it may be redeemed only in accordance with its monetary value.

[72] MISHNA: Although the Sages said (21a): With regard to those obligated to pay valuations, the court repossesses their property to pay their debt to the Temple treasury; nevertheless, the treasurer gives him permission to keep food sufficient for thirty days, and garments sufficient for twelve months, and a bed made with linens, and his sandals, and his phylacteries. The treasurer leaves these items for him, but he does not leave items for his wife or for his children.

[73] If the one obligated to pay was a craftsman, the treasurer gives him permission to keep two tools of his craft of each and every type, e.g., for a carpenter, the treasurer gives him permission to keep two adzes [matzadin] and two saws. Rabbi Eliezer says: If he was a farmer, the treasurer gives him permission to keep his pair of oxen with which he plows the field. If he was a donkey driver, the treasurer gives him permission to keep his donkey.

[74] If one had many tools of one type and few tools of one other type, e.g., three adzes and one saw, he may not say to the treasurer to sell one tool of the type of which he has many and to purchase for him one tool of the type of which he has few. Rather, the treasurer gives him two tools of the type of which he has many and he retains whatever he has of the type of which he has few. In contrast to one whose property is repossessed to pay valuations, from one who consecrates all his property, the treasurer takes his phylacteries, as they are included in the category of all his property.

[75] GEMARA: The Gemara asks: What is the reason that the treasurer leaves him with all of the tools mentioned in the mishna? The Gemara explains that the reason is that the verse states:

[76] “But if he be too poor for your valuation” (Leviticus 27:8). The word “he” [hu] is interpreted as a variation of havaya, existence or sustenance. In this manner the verse can be read as an instruction to the treasurer: Sustain him from that which he is obligated to pay for your valuation.

[77] The mishna teaches that food and garments are left for him, but not for his wife or his children. The Gemara asks: What is the reason? The verse states: “If he be too poor for your valuation,” which indicates that he must be sustained from your valuation, but his wife and his children are not sustained from your valuation.

[78] The mishna teaches: Rabbi Eliezer says that if he was a farmer, the treasurer gives him his pair of oxen; if he was a donkey driver, the treasurer gives him his donkey. The Gemara asks: And the Rabbis, why do they rule that these animals are repossessed? The Gemara responds: According to the Rabbis, these animals are not tools of his craft; rather, they are his property.

[79] The mishna teaches that if one had many tools of one type that he was allowed to keep and few tools of one other type, e.g., three adzes and one saw, the treasurer does not sell tools of the type of which there are many in order to purchase for him tools of the type of which he has few. The Gemara

asks: Isn’t it obvious? Just as it was sufficient for him until now to work with one saw, now too a single saw should be sufficient for him.

[80] The Gemara explains that the ruling is necessary lest you say that until now, when he was capable of lending one of his many adzes, if he required an additional saw someone would lend one to him, whereas now that his property has been repossessed there is no one who will lend such a tool to him, when he has nothing to offer in exchange. Consequently, the treasurer should not leave him with only one saw, but he should sell some of his adzes in order to purchase an additional saw. Therefore, the mishna teaches us that there is no concern that he might not be able to borrow a tool.

[81] § The mishna teaches: With regard to one who consecrates all his property, the treasurer takes his phylacteries. The Gemara relates that there was a certain man who sold his property. He came before Rav Yeimar, who said to the members of the court: Remove his phylacteries from his head and his arm and give them to the buyer, as they are included in his property. The Gemara asks: What is this incident teaching us? It is an explicit ruling of the mishna: With regard to one who consecrates all his property, the treasurer takes his phylacteries.

[82] The Gemara explains: It is necessary, lest you say that it is only there, when one consecrates his property, that the halakha is that his phylacteries are taken, as he thinks to himself: I am performing a mitzva, and therefore he intended for his phylacteries to be included. But with regard to a sale, a person would not sell an item used for a mitzva that he performs with his body without explicitly stating so. The Gemara therefore teaches us by means of the above incident that phylacteries are included in the property of such a sale.

[83] MISHNA: Both in the case of one who consecrates his property and the case of one who valuates himself, when the Temple treasurer repossesses his property he has the right to repossess neither the garment of his wife nor the garment of his children, nor the dyed garments that he dyed for their sake, even if they have yet to wear them, nor the new sandals that he purchased for their sake.

[84] Although the merchants said: Slaves are sold in their garments for profit, as if a fine garment worth thirty dinars would be purchased for him, his sale price appreciates by one hundred dinars; and likewise with regard to a cow, if one waits to sell it until the market [la’itlis] day, when demand is high, its sale price appreciates; and likewise with regard to a pearl, if one brings it to sell it in the city, where demand is high, its sale price appreciates; nevertheless, one does not make such a calculation in this case. Rather, the Temple treasury has the right to collect the item based only on its current location and its price at the present time.

[85] GEMARA: With regard to the statement of the mishna that the Temple treasury has the right to collect the item based only on its current location and its present time, the Sages taught in a baraita: The verse states, with regard to the redemption of a consecrated item: “And he shall give your valuation as of that day” (Leviticus 27:23). The phrase “as of that day” indicates that he should not delay the sale of a pearl for the light ones, i.e., for poor people, in order that they should take it to the city to sell it. Rather, it is appraised according to its present location. The verse continues: “As a holy thing unto the Lord,” which teaches that unspecified vows of consecration, e.g., when one states: My property is consecrated, are given for Temple maintenance, rather than to the priests.

Chapter 7

[1] MISHNA: One may neither consecrate an ancestral field, i.e., a field that he inherited, less than two years before the Jubilee Year, nor may one redeem such a field less than one year after the Jubilee Year. When redeeming an ancestral field that has been consecrated, the sum paid to redeem the field is calculated based on the number of years remaining until the Jubilee Year. When performing this calculation, one does not count months of a partial year in order to lower the price to be paid to the Temple treasury; rather, he pays for the entire year. But the Temple treasury may count months in order to raise the price of redemption, as will be explained.

[2] GEMARA: The mishna teaches that one may not consecrate an ancestral field less than two years before the Jubilee Year. And with regard to this, the Gemara raises a contradiction from the following baraita: One may consecrate an ancestral field both before the Jubilee Year and after the Jubilee Year. But during the Jubilee Year itself, one may not consecrate it, and if he nevertheless did consecrate it, it is not consecrated. Although consecration of an ancestral field is ineffective during the Jubilee Year, it is clear that such a field may be consecrated at any time prior to the start of the year.

[3] In response, Rav and Shmuel both say: The mishna means that one may not consecrate an ancestral field for it to be redeemed with a deduction, i.e., such that the redemption price will be reduced to reflect the number of years remaining until the Jubilee Year, less than two years before the Jubilee Year. If such a field is consecrated less than two years before the Jubilee, it is redeemed according to its full valuation, as though it had been consecrated and redeemed immediately after the Jubilee. And since one may not consecrate an ancestral field for it to be redeemed with a deduction less than two years before the Jubilee, the mishna teaches that a person should be concerned about his property, and should therefore not consecrate an ancestral field less than two years before the Jubilee.

[4] § It was stated: With regard to one who consecrates his field during the Jubilee Year itself, Rav says: It is consecrated, and if he wishes to redeem it he gives the full valuation of fifty sela, i.e., fifty silver biblical shekels, per unit of area required for sowing one kor of seed [beit kor], and Shmuel says: It is not consecrated at all, and therefore it is not redeemed for any sum.

[5] Rav Yosef objects to this: Granted, with regard to the sale of an ancestral field during the Jubilee Year, it is logical that Shmuel disagrees with Rav and maintains that such a sale is invalid, as one can say the following a fortiori inference: And if a field that was already sold before the Jubilee Year leaves the possession of the buyer and returns to the original owner now in the Jubilee Year, then with regard to a field that has not been sold, is it not logical to conclude that it cannot be sold during the Jubilee Year?

[6] But here, with regard to the consecration of a field during the Jubilee Year, can one say such an a fortiori inference? But didn’t we learn in a mishna (25b): If one consecrated his ancestral field and the Jubilee Year arrived and it was not redeemed by the owner, the priests enter into the field and give its redemption payment to the Temple treasury; this is the statement of Rabbi Yehuda? Since a field that was consecrated before the Jubilee Year does not return to its original owner without redemption, one cannot infer that if one consecrates his field during the Jubilee Year itself, it returns to him without redemption.

[7] The Gemara answers: Shmuel holds in accordance with the opinion of Rabbi Shimon, who says that the priests enter into the field, but they do not give its redemption value to the Temple treasury.

According to this opinion, a field consecrated before the Jubilee Year leaves the possession of the Temple treasury without redemption during the Jubilee Year, and therefore by a fortiori inference, if it was consecrated during the Jubilee Year, it does not require redemption.

[8] And Rav holds: Even in accordance with the opinion of Rabbi Shimon, no a fortiori inference may be drawn, as ultimately, does the field return to the owner during the Jubilee Year? It does not, but rather it leaves the possession of the Temple treasury and is given to the priests. Therefore, there is no basis for an a fortiori inference, as a field consecrated before the Jubilee Year does not return to the owner during the Jubilee Year, and the priests receive their portion from the table of the Most High.

[9] The Gemara asks: What is the reason for the opinion of Rav that consecration of a field during the Jubilee Year is effective and that the field must be redeemed for the full price of fifty sela per beit kor? As the verse states: “If he sanctifies his field from the Jubilee Year, according to your valuation it shall stand” (Leviticus 27:17). The verse indicates that a field is redeemed according to the valuation mentioned in the preceding verse, i.e., fifty sela per beit kor, and the Jubilee Year itself is included in this halakha, as the verse describes a period that begins “from the Jubilee Year,” which can be understood as including the Jubilee Year itself.

[10] The Gemara asks: And how does Shmuel refute this claim? The Gemara explains that Shmuel would respond: Is it written in the verse: If he sanctifies his field during the Jubilee Year? No, instead: “From the Jubilee Year,” is written, indicating that the verse is referring to consecration beginning from the year that is after the Jubilee Year.

[11] The Gemara asks: Granted, according to Rav, this is the meaning of that which is written in the verse: “If he sanctifies his field from the Jubilee Year, according to your valuation it shall stand. But if he sanctifies his field after the Jubilee, then the priest shall reckon for him the money according to the years that remain until the Jubilee Year, and a deduction shall be made from your valuation” (Leviticus 27:17–18). According to Rav’s interpretation, the second verse is referring to the year immediately following the Jubilee Year. But according to Shmuel, who maintains that the first verse is dealing with the year following the Jubilee Year, to what is the verse referring when it speaks of the year “after the Jubilee”? The Gemara responds: It is referring to the year after the year after the Jubilee Year.

[12] The Gemara raises an objection to the opinion of Rav from the aforementioned baraita: One may consecrate an ancestral field both before the Jubilee Year and after the Jubilee Year. But during the Jubilee Year itself, one may not consecrate it, and if he nevertheless did consecrate it, that field is not consecrated. The Gemara explains: Rav could say to you: The baraita means that it is not consecrated in order to be redeemed with a deduction. But nevertheless it is consecrated, and one gives the full price of fifty sela per beit kor for its redemption.

[13] The Gemara objects: One can conclude by inference from this response that according to Rav, when the baraita states that a field may be consecrated before the Jubilee Year, it means that it is consecrated to be redeemed with a deduction. But wasn’t it stated that Rav and Shmuel both say that one may not consecrate an ancestral field to be redeemed with a deduction less than two years before the Jubilee Year, but rather it is redeemed according to the total valuation of the field? If so, Rav could not have responded as suggested above.

[14] Rather, Rav could say to you: In accordance with whose opinion is this baraita? It is in accordance with the opinion of the Rabbis, who maintain that whenever the verse employs an expression such as: From the first day, the first day itself is not included. Accordingly, when the verse states: “If he sanctifies his field from the Jubilee Year,” the Jubilee Year is not included. But I stated my ruling that a field may be consecrated during the Jubilee Year in accordance with the opinion of Rabbi Yehuda HaNasi, who says: The verse states: “Whoever eats leavened bread from the first day until the seventh day, that soul shall be cut off from Israel” (Exodus 12:15). It states: “From the first day,” and the first day is included, and it continues: “Until the seventh day,” and the seventh day is also included. Here too, the verse states: “If he sanctifies his field from the Jubilee Year,” and the Jubilee Year is included.

[15] The mishna (25a) teaches that when one redeems an ancestral field, he gives a sela and a pundeyon, which is equivalent to one forty-eighth of a sela, per beit kor for each year remaining until the Jubilee Year. This amount is close to one forty-ninth of the total valuation of fifty sela, and there are no tannaitic disputes with regard to this mishna. The Gemara therefore asks: If Rav holds in accordance with the opinion of Rabbi Yehuda HaNasi, that one may consecrate an ancestral field during the Jubilee Year, what is the purpose of the additional pundeyon that one gives for each remaining year until the Jubilee? If the Jubilee Year itself is included in the calculation, the total price of fifty sela should be divided evenly, i.e., one sela should be paid for each remaining year of the fifty years.

[16] And if you would say that Rabbi Yehuda HaNasi does not require the addition of a pundeyon for each remaining year, that is difficult: But didn’t we learn in a baraita: If one consecrated the field two or three years before the Jubilee Year, Rabbi Yehuda HaNasi says: I say that he gives a sela and a pundeyon per year? The Gemara answers: Rabbi Yehuda HaNasi holds in accordance with the opinion of Rabbi Yehuda, who says that the fiftieth year is counted both for this cycle and for that one, i.e., he maintains that the Jubilee Year is also considered the first year of the next cycle. Accordingly, there are actually only forty-nine years in a Jubilee cycle, and the total valuation of a field is therefore divided into forty-nine parts, which comes out to a sela and a pundeyon for each year.

[17] The Gemara objects: According to Shmuel, who maintains that Rabbi Yehuda HaNasi concedes that an ancestral field may not be consecrated during the Jubilee Year, let him say that Rabbi Yehuda HaNasi holds in accordance with the opinion of the Rabbis, who disagree with Rabbi Yehuda and hold that the fiftieth year is not counted as the first year of the following cycle. Because if he holds in accordance with the opinion of Rabbi Yehuda, then he should require one to pay a sela and two pundeyon, i.e., one forty-eighth of the total valuation of a field, per year, as there are only forty-eight years during which one may consecrate a field. The Gemara explains: This is indeed the case. Perforce, according to Shmuel, Rabbi Yehuda HaNasi holds in accordance with the opinion of the Rabbis.

[18] The Gemara suggests: Come and hear a proof for the opinion of Shmuel from the mishna: Nor may one redeem an ancestral field that was consecrated less than one year after the Jubilee Year. Granted, according to Shmuel, who says that one may not consecrate an ancestral field during the Jubilee Year itself, and therefore if a field was consecrated during the Jubilee Year it requires no redemption at all, the mishna is teaching that one may not redeem a field less than one year after the

Jubilee, i.e., until the year after the Jubilee, as it cannot be consecrated until then. But according to Rav, who maintains that a field may be consecrated and redeemed during the Jubilee Year itself, what does the mishna mean when it states that one may not redeem a field less than one year after the Jubilee?

[19] The Gemara responds: Do you maintain that the mishna is referring to the actual year after the Jubilee Year? This is not the case; rather, to what is the phrase: After the Jubilee Year, actually referring?

[20] It is referring to any year in the middle of the Jubilee cycle. The mishna's statement should be read as follows: After the Jubilee Year, one may not redeem a field for less than the price of a year, meaning that as long as a year has not been completed, he does not deduct it from the price of redemption. For example, if there are five and a half years remaining until the Jubilee Year, he must give six sela and six pundeyon for its redemption, not five and a half of each of a sela and a pundeyon.

[21] The Gemara asks: What is the tanna teaching us? Is he saying that one does not count months in order to lower the price to be paid to the Temple treasury? Such an interpretation is untenable, as that halakha is taught explicitly in the following line of the mishna: One does not count months in order to lower the price to be paid to the Temple treasury. The Gemara answers: The tanna is not attempting to teach a separate halakha here. Rather, he employs the style known as: What is the reason, and the mishna is to be read as follows: What is the reason that one may not redeem a field after the Jubilee Year with less than the price of a complete year? It is because one does not count months in order to lower the price to be paid to the Temple treasury.

[22] § The mishna teaches: One does not count months in order to lower the price to be paid to the Temple treasury, but the Temple treasury may count months in order to raise the price of redemption. With regard to this statement, the Sages taught in a baraita: From where is it derived that one does not count months in order to lower the price to be paid to the Temple treasury? The verse states: "Then the priest shall reckon for him the money according to the years that remain until the Jubilee Year, and a deduction shall be made from your valuation" (Leviticus 27:18). This teaches that you are to calculate years, but you are not to count months.

[23] Furthermore, from where is it derived that if you, i.e., the priest representing the Temple treasury, want to consider months as a year so that it will be considered as though a complete year has passed, you may do so? And what are the circumstances in which the priest would want to do this? For example, in a case where one consecrated the field in the middle of the forty-eighth year and wishes to redeem it. In such a case, if the months that have passed are calculated as a complete year, then the halakha with regard to the redemption of a field in the year preceding the Jubilee Year is in effect, and the field must be redeemed according to its full valuation of fifty sela per beit kor, rather than the redemption price of two sela and two pundeyon per beit kor that would apply if the calculation were based on two years remaining until the Jubilee.

[24] From where is this halakha derived? The verse states: "Then the priest shall reckon for him," which indicates that the priest reckons for him in any case, i.e., the calculation is to be performed according to his discretion.

[25] MISHNA: In the case of one who consecrates his ancestral field during a period when the Jubilee Year is observed and wishes to redeem it, he gives the Temple treasury fifty sela, a talmudic measure

referred to in the Bible as silver shekels, for an area required for sowing a ḥomer, a measure known in talmudic terminology as one kor, of barley seed (see Leviticus 27:16). If there were crevices [neka’im] ten handbreadths deep in the field, or if there were boulders ten handbreadths high, then when calculating the redemption price those areas are not measured with the rest of the field. But if the depth of the crevices, or the height of the boulders, was less than that amount, they are measured with the rest of the field.

[26] If he consecrated the field two or three years before the Jubilee Year and wishes to redeem it, he gives the Temple treasury a sela and a pundeyon, a pundeyon being one forty-eighth of a sela, per year remaining until the Jubilee Year. And if he said: I will give the payment for each year during that year, one does not listen to him; rather, he must give the entire sum in one payment. This is the halakha both with regard to a case where the owner redeems the field and a case where any other person redeems the field. What then is the difference between redemption by the owner and redemption by any other person? It is only that the owner gives an extra one-fifth in addition to the payment, and any other person who redeems the field does not give the additional one-fifth.

[27] GEMARA: The Sages taught in a baraita: The phrase: “The sowing of a ḥomer of barley shall be valued at fifty shekels of silver” (Leviticus 27:16), is referring to an area required for sowing one kor, thirty se’a, of barley seed, and not an area that yields one kor of barley crop, which is significantly smaller. This area is measured according to a field sowed by hand and not sowed by oxen. Since oxen sow the field by pulling a planter, which spreads the seeds at a higher density, the area containing one kor sown by oxen is smaller than the area of one kor sown by hand. Levi taught in a baraita: The area is not measured according to the sowing of a particularly dense layer of seeds, nor a sparse layer, but rather in accordance with an average amount of seeds.

[28] § The mishna teaches that if there were crevices ten handbreadths deep in the field, they are not measured with the rest of the field. The Gemara suggests: And let them be consecrated by themselves, as they are fit for sowing, and therefore they should require redemption at the same rate as the rest of the field. Accordingly, one could simply measure the field together with the crevices, and the measurement will be equal to the sum total of the sizes of the field and any crevices.

[29] And if you would say that the mishna is referring to crevices that together take up only a small area, and since they do not measure a beit kor they are not consecrated, that cannot be correct: But isn’t it taught in a baraita: The verse states: “And if a man shall sanctify for the Lord part of his ancestral field” (Leviticus 27:16). Why must the verse state: “Field”? Since it is stated in the same verse: “Your valuation shall be according to its sowing; the sowing of a ḥomer of barley shall be valued at fifty shekels of silver,” one might say: I have derived only that this is the halakha when he consecrated a field like this, i.e., one measuring at least a beit kor. From where is it derived to include fields that are fit for sowing only a half-kor or half of a half-kor, a se’a or a half-se’a [vetarkav], or even half of a half-se’a? The verse states: “Field,” indicating that one may consecrate a field in any case, regardless of size.

[30] Mar Ukva bar Ḥama said: Here, the mishna is referring to crevices that are full of water, which are not fit for sowing. Accordingly, they are not measured with the field, as the verse states that the valuation is in accordance with the areas fit for sowing barley seeds. The language is also precise, as the tanna teaches the halakha with regard to crevices similar to the way he teaches that of boulders, which are also not fit for sowing, as it states: If there were crevices ten handbreadths deep or

boulders ten handbreadths high. Conclude from this that the mishna is referring to crevices unfit for sowing.

31 The Gemara asks: If so, then when the difference in height between the field and the crevices or boulders is less than ten handbreadths, they should also not be measured with the field. Why does the mishna indicate that they are measured with the field in this case? The Gemara responds: These crevices less than ten handbreadths deep are called cracks of the ground, and these boulders less than ten handbreadths tall are called spines of the ground. As there is no great disparity in surface level between them and the field itself, they are deemed part of the field and are therefore measured with it, despite the fact that they are unfit for sowing.

32 § The mishna teaches that if he consecrated the field two or three years before the Jubilee Year and wishes to redeem it, he gives the Temple treasury a sela and a pundeyon per year. In this regard, the Sages taught a baraita that deals with the verse: “But if he sanctifies his field after the Jubilee, then the priest shall reckon for him the money according to the years that remain until the Jubilee Year, and a deduction shall be made from your valuation” (Leviticus 27:18).

33 The baraita states that the apparently superfluous phrase “And a deduction shall be made from your valuation” teaches that even the years that passed from the consecration of the field are deducted, and not only the years that passed before it was consecrated. That is, if the Temple treasury benefited from the field’s produce for a year or two, or if the Temple treasury did not benefit from it but the field nevertheless remained before it, i.e., in the possession of the Temple treasury, he gives a sela and a pundeyon for each remaining year until the Jubilee Year.

34 § The mishna teaches: And if he said: I will give the payment for each year during that year, one does not listen to him; rather, he must give the entire sum in one payment. The Sages taught in a baraita: From where is it derived that if the owner said: I will give the payment for each year during that year, that one does not listen to him? The verse states: “Then the priest shall reckon for him the money” (Leviticus 27:18). The term “the money” indicates that the priest does not reckon the price for him unless all of the money will be paid together as one sum. This is the halakha with regard to both the owner and any other person. What then is the difference between redemption by the owner and redemption by any other person? It is that the owner gives an extra one-fifth in addition to the payment, and any other person does not give the additional one-fifth.

35 MISHNA: If one consecrated his ancestral field and then redeemed it himself, it is not removed from his possession to be divided among the priests during the Jubilee Year. If his son redeemed it, the field is removed from the son’s possession and returns to his father during the Jubilee Year. But if another person or one of his other relatives redeemed the field and the owner subsequently redeemed it from his possession, the field is removed from the owner’s possession and given to the priests during the Jubilee Year.

36 If one of the priests redeemed the field and when the Jubilee arrived it was in his possession, he may not say: Since it is removed from the possession of the one who redeemed it and given to the priests during the Jubilee Year, and since it is already in my possession, it is mine. Rather, the field is removed from his possession and is divided among all his brethren, the priests.

37 GEMARA: The mishna teaches that if one consecrated his ancestral field and his son redeemed it from the Temple treasury, the field returns to the original owner when the Jubilee arrives. By contrast, if another person redeemed it, the field is transferred to the priests during the Jubilee Year.

With regard to this matter, the Sages taught a baraita analyzing the verse: “And if he will not redeem the field, or if he sold the field to another man, it shall not be redeemed anymore. But the field, when it goes out in the Jubilee, shall be holy for the Lord, as a dedicated field; his ancestral possession shall be for the priest” (Leviticus 27:20–21).

[38] The phrase “and if he will not redeem the field” is referring to a case where the owner did not redeem it and it remained in the possession of the Temple treasury, and the phrase “or if he sold the field” is referring to a situation where the Temple treasurer sold it to another person. The verse indicates that in both of these instances, possession of the field goes to the priests.

[39] The baraita continues: “To another man,” indicates that the field is transferred to the priests during the Jubilee Year only if it had been sold to another, and not to the son of the one who consecrated it. The baraita asks: Do you say that the verse is referring to another and not to his son? Or perhaps the verse means only that it was sold to another and not to his brother? The baraita rejects this suggestion: When it says: “Man,” the brother is stated, i.e., he is included in the category of a man. How do I realize the meaning of: “Another man”? It must mean: Another, but not his son.

[40] The baraita asks: And what did you see to include the son in the same category as the father, and to exclude the brother? The baraita answers: I include the son, as he stands in place of his father with regard to designating a Hebrew maidservant as a wife for himself, in a case where the father purchased the Hebrew maidservant and designates her as a wife for his son, which he cannot do for his brother. And he also stands in place of his father with regard to a Hebrew slave, as when one inherits a Hebrew slave from his father, the slave is obligated to serve the son and does not go free, whereas if the deceased’s brother inherits the servant, he goes free.

[41] The baraita objects: On the contrary, I should include the brother, as he stands in his brother’s place with regard to levirate marriage, which a son does not. The baraita rejects this suggestion: Is there ever a case of levirate marriage other than a case where there is no son? In a case where there is a son there is no levirate marriage. This indicates that with regard to levirate marriage as well, a son stands in place of the deceased more than a brother of the deceased.

[42] The Gemara asks: Why is it necessary to answer the question in this way? Let one derive the halakha that the son stands in place of the father, and the brother does not, from the simple fact that here, in support of extending the father’s status to the son, there are two justifications, i.e., the halakha of designation of the Hebrew maidservant and the halakha of the Hebrew slave, and there, in support of extending it to the brother, there is only one justification, i.e., the halakha of levirate marriage?

[43] The Gemara responds: That answer is invalid because the halakha that a son, but not a brother, stands in place of his father with regard to a Hebrew slave is not written explicitly in the Torah, but the tanna also derives it from this same refutation, namely: Is there ever a case of levirate marriage other than a case where there is no son. Without this refutation there would not be more justifications in support of extending the father’s status to the son rather than to the brother. Accordingly, this last refutation is the basis for the conclusion.

[44] § Rabba bar Avuh raises a dilemma: If a daughter redeemed the ancestral field that her father consecrated, what is the halakha? Does she thereby preserve possession of the field for her father at the Jubilee Year, like a son? Rabba bar Avuh explains the two sides of the dilemma: Perhaps the halakha is that since with regard to levirate marriage, a son and a daughter are like one another, as

both exempt their father’s widow from the obligation of levirate marriage, the daughter preserves possession of the field for her father. Or perhaps the halakha is that since with regard to inheritance, when there is a son, a daughter is considered like another person, as she does not inherit a share of her father’s estate, she does not preserve possession of the field for her father.

[45] The Gemara suggests: Come and hear a proof from a baraita that the school of Rabbi Yishmael taught: Anyone who is considered like another person when there is a son does not preserve possession of the field for the owner. And with regard to this, i.e., a daughter, as well, when there is a son, she is considered like another person.

[46] Rabbi Zeira raises a dilemma: If a woman consecrated her ancestral field, which of her heirs can redeem the field and thereby preserve possession of the field for her during the Jubilee Year? Can her husband preserve it for her, as he inherits from her if she dies during his lifetime? Or perhaps her son can preserve if for her, as if the son inherits from his mother, when she was not married at the time of her death, he takes in inheritance the property due to her as he does the property she possessed? There is a halakha that if someone dies and his heir is a woman who is already deceased, her son inherits that property, not her late husband. No resolution is offered, and therefore the Gemara states that the dilemma shall stand unresolved.

[47] § Rami bar Ḥama raised a dilemma before Rav Ḥisda: If one consecrated his ancestral field less than two years before the Jubilee Year and did not redeem it, what is the halakha with regard to whether or not it is to be removed from his possession during the Jubilee and given to the priests?

[48] Rav Ḥisda said to him: What is your reasoning? Is it that since the verse states: “And a deduction shall be made from your valuation” (Leviticus 27:18), which indicates that the field is redeemed with a deduction according to the years remaining until the Jubilee Year, and the verse also states: “But the field, when it goes out in the Jubilee, shall be holy for the Lord…his ancestral possession shall be for the priest” (Leviticus 27:21), this indicates that if the field is fit for deduction, then yes, when it is not redeemed by the owner it is given to the priests at the Jubilee Year, but with regard to a field that is not fit for deduction, i.e., one consecrated less than two years before the Jubilee Year, which must be redeemed according to its full valuation (24a), no, it is not given to the priests but rather is returned to the owner?

[49] Rav Ḥisda responds: On the contrary, the verse states: “And if he will not redeem the field, or if he sold the field to another man, it shall not be redeemed anymore. But the field, when it goes out in the Jubilee, shall be holy for the Lord…his ancestral possession shall be for the priest” (Leviticus 27:20–21). This indicates that any field that could have been redeemed but was not redeemed becomes the possession of the priests. And this field, which was consecrated less than two years before the Jubilee Year, is also fit for redemption. Therefore, if it was not redeemed it is given to the priests.

[50] § The mishna teaches: If one of the priests redeemed the field and when the Jubilee Year arrived it was in his possession, he may not say: Since it is removed from the possession of the one who redeemed it and given to the priests during the Jubilee Year, and since it is already in my possession, it is mine. Rather, the field is removed from his possession and is divided among all of his brethren, the priests. With regard to this halakha, the Sages taught in a baraita: Why must the verse state: “But the field, when it goes out in the Jubilee, shall be holy for the Lord…his ancestral possession shall be for the priest” (Leviticus 27:21)?

[51] The baraita explains: From where is it derived, with regard to a field that was consecrated and not redeemed by the owner, and therefore was to have been removed from the possession of the owner and given to the priests during the Jubilee Year, and one of the priests redeemed it before the Jubilee, from where is it derived that he may not say: Since it is removed from the possession of the owner and given to the priest at the Jubilee, and since it is already in my possession, it should therefore be mine? And this claim is supported by a logical inference: Since in the Jubilee Year I obtain fields of others that I did not previously redeem, is it not all the more so clear that I should retain my own field that I redeemed from the Temple treasury myself?

[52] Therefore, the verse states: "His ancestral possession," which can be interpreted to mean that only his ancestral field, i.e., one that the priest inherited from his own ancestors, is automatically his, but this field is not his. How so, i.e., how is this field treated? It is removed from his possession and is divided among all of his brethren, the priests.

[53] MISHNA: If one consecrated his ancestral field and the Jubilee Year arrived and it was not redeemed by the owner or anyone else, the priests enter into the field and give its redemption payment to the Temple treasury; this is the statement of Rabbi Yehuda. Rabbi Shimon says: They enter into the field, but they do not give its redemption payment to the Temple treasury.

[54] Rabbi Eliezer says: The priests do not enter into the field, and they also do not give its redemption payment to the Temple treasury. Rather, the field remains in the possession of the Temple treasury, and it is called: An abandoned field, until the second Jubilee Year. If the second Jubilee arrived and it was still not redeemed, it is called: An abandoned field from among the abandoned fields, meaning one that was abandoned twice, until the third Jubilee. In any case, the priests never enter into a consecrated field during the Jubilee Year until another person redeems it first.

[55] GEMARA: The Gemara asks: What is the reason for Rabbi Yehuda's opinion that the priests who enter into an unredeemed consecrated field during the Jubilee Year must give its redemption payment to the Temple treasury? The Gemara answers: He derives this halakha from a verbal analogy from the word "holy" stated in reference to an ancestral field, and the word "holy" that appears with regard to one who consecrates a house.

[56] The Gemara explains: Just as there, with regard to one who consecrates a house, where the verse states: "And when a man shall consecrate his house to be holy for the Lord" (Leviticus 27:14), it can be redeemed from the Temple treasury only by payment of money, as the verse concludes: "As the priest shall value it, so shall it stand," so too here, where the verse states with regard to the priests entering into an ancestral field: "But the field, when it goes out in the Jubilee, shall be holy for the Lord…his ancestral possession shall be for the priest" (Leviticus 27:21), the priests can enter the field only by payment of money.

[57] The Gemara asks: And what is the source for the opinion of Rabbi Shimon, who maintains that the priests are not required to give the redemption payment to the Temple treasury? The Gemara answers: He derives the halakha from the word "holy" used with regard to an ancestral field, and the word "holy" used with regard to the communal peace offering of two lambs that accompanies the two loaves on Shavuot. Just as there, with regard to the offering of two lambs, where the verse states: "They shall be holy to the Lord for the priest" (Leviticus 23:20), the lambs are given to the priests for free, as is the halakha with regard to all offerings to which members of the priesthood are entitled, so too here, the consecrated and unredeemed ancestral field is given to the priests for free.

[58] The Gemara asks: And as for Rabbi Yehuda, let him also derive the halakha by a verbal analogy from the two lambs brought on Shavuot. Why does he disagree with Rabbi Shimon? The Gemara answers: One derives the halakha with regard to items consecrated for Temple maintenance, such as an ancestral field,

[59] from that of other items consecrated for Temple maintenance, e.g., a consecrated house, but one does not derive the halakha with regard to items consecrated for Temple maintenance from items that are consecrated for the altar, such as the two lambs brought on Shavuot.

[60] The Gemara objects: And let Rabbi Shimon also derive the halakha by means of a verbal analogy from one who consecrates a house. Why does he disagree with Rabbi Yehuda? The Gemara explains: One derives the halakha of an item that is a gift to the priests, such as an ancestral field that is given to the priests during the Jubilee Year, from that of another item that is a gift to the priests, i.e., the two lambs brought on Shavuot, but one does not derive the halakha of an item that is a gift to the priests from that of an item that is not a gift to the priests, i.e., a consecrated house.

[61] § The mishna teaches that if one consecrates his ancestral field and it is not redeemed before the Jubilee, Rabbi Eliezer says: The priests do not enter into the field, and they also do not give its redemption payment to the Temple treasury. According to Rabbi Eliezer, the priests do not obtain possession of a consecrated field during the Jubilee Year unless another person redeemed it first.

[62] Rabba said: What is the reason for Rabbi Eliezer's opinion? It is because the verse states: "And if he will not redeem the field, or if he sold the field to another man, it shall not be redeemed anymore. But the field, when it goes out in the Jubilee, shall be holy for the Lord, as a dedicated field; his ancestral possession shall be for the priest" (Leviticus 27:20–21). According to Rabba, Rabbi Eliezer maintains that these verses teach two separate halakhot, and should be read as follows: "And if he will not redeem the field…it shall not be redeemed anymore," as an ancestral field, and: "Or if he sold the field…But the field, when it goes out in the Jubilee…his ancestral possession shall be for the priest." Accordingly, if the field has not yet been sold to another man, it is not transferred to the priests during the Jubilee.

[63] Abaye said: Does a sharp knife cut through the verses, that they may be interpreted by reading the words out of order? Rather, Abaye said: The reason for Rabbi Eliezer's opinion is as it is taught in a baraita: Since the verse states: "And if he will not redeem the field, or if he sold the field to another man, it shall not be redeemed," one might have thought that this means it shall not be redeemed at all by its owner, even for it to be treated for him like a purchased field, which remains in his possession until the Jubilee. Therefore, the verse states: "Anymore," indicating that it shall not be redeemed in order for it to return to the way it was, i.e., to regain the status of an ancestral field, but it may be redeemed for it to be treated for him like a purchased field.

[64] Abaye continues: According to this baraita, of when, i.e., about which time period, is the verse speaking? If we say that it is referring to a redemption occurring during the first Jubilee cycle in which the field was consecrated, then why may it not be redeemed in order for it to return to the way it was? At that point, it is even redeemable as an ancestral field, because if the owner redeems it then, it is not removed from his possession during the Jubilee Year. Rather, it is obvious that the baraita interprets the verse as referring to a redemption occurring during the second Jubilee cycle.

[65] And according to whose opinion is this baraita? If we say that it is according to either Rabbi Yehuda or Rabbi Shimon, this cannot be correct, as according to them, the field leaves the possession

of the Temple treasury and is given to the priests during the first Jubilee Year, after which it may no longer be redeemed. Rather, is it not in accordance with the opinion of Rabbi Eliezer, who maintains that the field remains in the possession of the Temple treasury until it is redeemed, even during a subsequent Jubilee cycle? And consequently, conclude from this baraita that the reason for Rabbi Eliezer's opinion is from here, i.e., from the superfluous term "anymore."

[66] The Gemara asks: And can you understand the baraita this way? If so, then what do Rabbi Yehuda and Rabbi Shimon derive from this term: "Anymore"? Rather, the baraita can be understood in accordance with their opinions as well, and what are we dealing with here? We are dealing with an ancestral field whose owner consecrated it and did not redeem it, which left the possession of the Temple treasury and was given to the priests during the first Jubilee Year; and the priest who received the field then consecrated it, and then the original owner came to redeem it from the Temple treasury.

[67] It might enter your mind to say: Since the owner failed to redeem this field during the first Jubilee cycle, it shall not be redeemed by him at all, even for it to be treated for him like a purchased field. Therefore, the verse states: "Anymore," indicating that it shall not be redeemed in order for it to return to the way it was, i.e., an ancestral field, but it may be redeemed for it to be treated for him like a purchased field, which remains in his possession only until the Jubilee Year.

[68] And similarly, it is taught in a baraita: With regard to one who consecrated a purchased field and redeemed it, since the verse states: "In the Jubilee Year the field shall return to the one from whom it was bought" (Leviticus 27:24), one might have thought that the field shall return to the Temple treasurer, from whom he bought it when he redeemed it. Therefore, the verse states immediately afterward: "To the one to whom the possession of the land belongs," i.e., it goes to the ancestral owner who initially sold the field to the one who consecrated it.

[69] The baraita continues: If so, let the verse simply state: "To the one to whom the possession of the land belongs." Why must the verse state first: "To the one from whom it was bought"? The baraita answers: The verse is referring to an ancestral field whose owner consecrated it and did not redeem it, which left the possession of the Temple treasury and was given to the priests during the Jubilee Year, and the priest who received the field then sold it to another, and the buyer then consecrated it, and another person redeemed it from the Temple treasury. One might have thought that when the next Jubilee arrives, it shall return to the original owner. Therefore, the verse states: "In the Jubilee Year the field shall return to the one from whom it was bought," indicating that the field is returned to the priest who sold the field.

[70] The Gemara notes: And it was necessary for the Torah to write: "It shall not be redeemed," and it was also necessary for it to write: "To the one from whom it was bought," despite the fact both phrases apparently teach the same halakha, i.e., that after a consecrated ancestral field is left unredeemed and given to the priests during the Jubilee Year, it never returns to the original owner.

[71] The Gemara explains: Because if the Merciful One had written only: "It shall not be redeemed," one might have thought that the field does not return to the original owner only in a case where the priest consecrates the field and the original owner redeems it, as an ancestral field that is consecrated by its owner and redeemed by another does not return at all, but is divided among the priests. But here, where the priest sold the field that he received and the field was consecrated by the buyer as a purchased field and subsequently redeemed by another, as the field does return to its owner in the

Jubilee Year, perhaps it should return to its original owner, and not the priest. Therefore, the Merciful One wrote: “To the one from whom it was bought,” indicating that it returns to the priest.

[72] And if the Merciful One had written only: “To the one from whom it was bought,” one might have thought that the field does not return to its original owner during the Jubilee Year only in a case where the priest sold it and the buyer consecrated it, as the owner did not give any payment for the field to the Temple treasury. But here, where the priest consecrated the field and its original owner redeemed it, as he gives payment for the field to the Temple treasury, perhaps it should remain in his hands as his ancestral field. Therefore, the Merciful One wrote: “It shall not be redeemed.”

[73] And if the Merciful One had written only: “It shall not be redeemed,” and did not write: “Anymore,” I would say that it shall not be redeemed at all, as its original owner failed to redeem it during the first Jubilee cycle. Therefore, the Merciful One writes: “Anymore,” to indicate that it shall not be redeemed in order for it to return to the way it was, i.e., an ancestral field, but it may be redeemed for it to be treated for him like a purchased field.

[74] The Gemara asks: What conclusion was reached about it? In other words, now that both suggestions have been rejected, what is the reason for Rabbi Eliezer’s opinion that a consecrated ancestral field that has not been redeemed by the Jubilee Year is not given to the priests? Rava said that the verse states: “But the field, when it goes out in the Jubilee, shall be holy for the Lord, as a dedicated field; his ancestral possession shall be for the priest” (Leviticus 27:21). The term “when it goes out” indicates that it is given to the priests only when it goes out during the Jubilee Year from the possession of another person, who redeemed it from the Temple treasury.

[75] § A dilemma was raised before the Sages: According to Rabbi Eliezer, if the owner consecrated his ancestral field and failed to redeem it before the first Jubilee Year, but he redeemed it during the second Jubilee cycle, is he considered like another person who redeemed the field, in which case it is given to the priests at the following Jubilee Year, or not, i.e., as the one who ultimately redeemed the field first was the owner, does it remain in his possession as it would have if he had redeemed it during the first Jubilee cycle?

[76] The Gemara suggests: Come and hear a resolution of this dilemma from the following baraita: Since the verse states: “And if he will not redeem the field, or if he sold the field to another man, it shall not be redeemed” (Leviticus 27:20), one might have thought that this means it shall not be redeemed at all by its owner, even for it to be treated for him like a purchased field. Therefore, the verse states: “Anymore,” indicating that it shall not be redeemed in order for it to return to the way it was, i.e., an ancestral field, but it may be redeemed for it to be treated for him like a purchased field.

[77] The Gemara continues: According to this baraita, of when, i.e., about which time period, is the verse speaking? If we say that it is referring to a redemption that occurs during the first Jubilee cycle, in which the field was consecrated, why may it not be redeemed in order for it to return to the way it was? At that point it is even redeemable as an ancestral field, since if the owner redeems it then, it is not removed from his possession during the Jubilee Year. Rather, it is obvious that the baraita interprets the verse as referring to a redemption occurring during the second Jubilee cycle.

[78] And according to whose opinion is this baraita? If we say that it is according to either Rabbi Yehuda or Rabbi Shimon, this cannot be correct, as according to them, the field leaves the possession of the Temple treasury and is given to the priests during the first Jubilee Year, after which it may no longer be redeemed. Rather, is it not in accordance with the opinion of Rabbi Eliezer, who maintains

that the field remains in the possession of the Temple treasury until it is redeemed, even during a subsequent Jubilee cycle? And consequently, you can conclude from this baraita that according to Rabbi Eliezer, an owner who redeems his ancestral field from the Temple treasury during the second Jubilee cycle is considered like another, as he may redeem it only for it to be treated like a purchased field.

[79] The Gemara asks: And can you understand the baraita this way? If so, what do Rabbi Yehuda and Rabbi Shimon derive from this term: "Anymore"? Rather, what are we dealing with here? We are dealing with an ancestral field whose owner consecrated it and did not redeem it, which left the possession of the Temple treasury and was given to the priests at the first Jubilee Year; and the priest who received the field subsequently consecrated it, and then the original owner came to redeem it from the Temple treasury. It may enter your mind to say: Since the owner failed to redeem it during the first Jubilee cycle, it shall not be redeemed by him at all, even for it to be treated for him like a purchased field. Therefore, the verse states: "Anymore," indicating that it shall not be redeemed in order for it to return to the way it was, i.e., an ancestral field, but it may be redeemed for it to be treated for him like a purchased field.

[80] And similarly, it is taught in a baraita: With regard to one who consecrated a purchased field and redeemed it, since the verse states: "In the Jubilee Year the field shall return to the one from whom it was bought" (Leviticus 27:24), one might have thought that the field shall return to the Temple treasurer, from whom he bought it when he redeemed it. Therefore, the verse states: "To the one to whom the possession of the land belongs," i.e., the ancestral owner.

[81] The baraita continues: If so, why must the verse state: "To the one from whom it was bought"? The baraita answers: The verse is referring to an ancestral field that was consecrated and not redeemed, and which therefore left the possession of the Temple treasury and was given to the priests at the Jubilee Year, and the priest who received the field then sold it to another, and the buyer then consecrated it, and another person redeemed it from the Temple treasury. One might have thought that when the next Jubilee arrives, it shall return to the original owner. Therefore, the verse states: "In the Jubilee Year the field shall return to the one from whom it was bought," indicating that the field is returned to the priest who sold the field.

[82] The Gemara notes: And it was necessary for the Torah to write: "It shall not be redeemed," and it was also necessary for it to write: "To the one from whom it was bought," because if the Merciful One had written merely: "It shall not be redeemed," one might have thought that the field does not return to the original owner only in a case where the priest consecrates the field and the original owner redeems it, as an ancestral field that is consecrated by its owner and redeemed by another does not return at all. But in a case where the priest sold the field to another and the buyer consecrated it, perhaps it should return to its original owner. Therefore, the Merciful One wrote: "To the one from whom it was bought," indicating that it returns to the priest.

[83] And if the Merciful One had written merely: "To the one from whom it was bought," one might think that the field does not return to its original owner at the Jubilee Year only in a case where the priest sold it and the buyer consecrated it, as the owner did not give any payment for the field to the Temple treasury. But here, where the priest consecrated the field and its original owner redeemed it, as the owner gives payment for the field to the Temple treasury, one might have thought that it should

remain in his hands, as his ancestral field. Therefore, the Merciful One wrote: “It shall not be redeemed.”

84 And if the Merciful One had written only: “It shall not be redeemed,” and did not write: “Anymore,” I would say that it shall not be redeemed at all, as its original owner failed to redeem it during the first Jubilee cycle. Therefore, the Merciful One writes: “Anymore,” to indicate that it shall not be redeemed in order for it to return to the way it was, but it may be redeemed for it to be treated for him like a purchased field.

85 The Gemara asks: Since it has been established that the term “anymore” is necessary according to all opinions, what conclusion was reached about the original dilemma with regard to whether the owner is considered like another person during the second Jubilee cycle? The Gemara answers: Come and hear a proof from the following baraita: Rabbi Eliezer says: If the owner redeemed it during the second Jubilee cycle, it leaves the possession of the Temple treasury and is given to the priests during the Jubilee Year.

86 Ravina said to Rav Ashi: But we did not learn this interpretation of Rabbi Eliezer’s opinion in the mishna. Instead, the mishna states that Rabbi Eliezer says: The priests never enter into a consecrated field during the Jubilee Year until another person redeems it first. This indicates that if the owner, rather than any other person, is the one who ultimately redeems the field, it remains in his possession even if he did so during the second Jubilee cycle. Rav Ashi said to Ravina: During the second Jubilee cycle, the owner is considered like another person.

87 Some say a different version of the baraita and ensuing discussion: Rabbi Eliezer says: If the owner redeemed it during the second Jubilee cycle, it does not leave the possession of the Temple treasury and is not given to the priests during the Jubilee Year. Ravina said to Rav Ashi: Why must a proof be brought from this baraita? We learn in the mishna as well that Rabbi Eliezer says: The priests never enter into a consecrated field during the Jubilee Year until another person redeems it first. Rav Ashi said to him: If a proof is learned from the mishna alone I would say that during the second Jubilee cycle the owner is considered like another person. Therefore, the baraita teaches us that according to Rabbi Eliezer the owner is not considered like another person, and the field returns to him as an ancestral possession.

88 MISHNA: One who purchases an ancestral field from his father, and his father subsequently died and afterward the son consecrated it, its halakhic status is like that of an ancestral field, as he inherited his father’s ancestral rights prior to the consecration. Consequently, the field’s redemption price is calculated on the basis of fifty sela per beit kor, and if another redeems it instead of the son, it is given to the priests during the Jubilee Year. But if the son consecrated the field and afterward his father died, its halakhic status is like that of a purchased field, whose redemption price is based on its monetary value, and which will return to the ancestral owner, i.e., the son, at the Jubilee; this is the statement of Rabbi Meir.

89 Rabbi Yehuda and Rabbi Shimon say: Even in a case where the son consecrated the field before his father died, its halakhic status is like that of an ancestral field, as it is stated with regard to a purchased field: “And if he will consecrate unto the Lord a field that he has bought, which is not of his ancestral field” (Leviticus 27:22), indicating that this halakha applies only to a field that is not due to become his ancestral field, thereby excluding this field, which at the time of consecration is due to become his ancestral field in the future, when his father dies.

90 The mishna continues: A purchased field that was consecrated is not removed from the possession of the Temple treasury and given to the priests during the Jubilee Year, as the purchase of the land was valid only until the Jubilee, at which point fields return to their ancestral owners, and a person cannot consecrate an item that is not his. The priests and the Levites may always consecrate their ancestral fields and may always redeem their ancestral fields, both before the Jubilee Year and after the Jubilee Year.

91 GEMARA: The Sages taught in a baraita: From where is it derived that one who purchases an ancestral field from his father and consecrated it, and afterward his father died, from where is it derived that it shall be treated for him like an ancestral field? The verse states: “And if he will consecrate unto the Lord a field that he has bought, which is not of his ancestral field” (Leviticus 27:22), indicating that this halakha applies only to a field that is not due to become his ancestral field, thereby excluding this field that he purchased from his father, which at the time of consecration is due to become his ancestral field; this is the statement of Rabbi Yehuda and Rabbi Shimon.

92 Rabbi Meir says: From where is it derived with regard to one who purchases an ancestral field from his father, and his father died and afterward he consecrated the field, from where is it derived that it shall be treated for him like an ancestral field? The verse states: “And if he will consecrate unto the Lord a field that he has bought, which is not of his ancestral field.” This teaches that a field that is not an ancestral field at the time of consecration is deemed a purchased field, thereby excluding this field, which is at this point an ancestral field. But according to Rabbi Meir, a field that at the time of consecration is merely due to become an ancestral field in the future is deemed a purchased field.

93 The Gemara suggests: Let us say that they disagree about this: That Rabbi Meir, who requires a derivation from the verse to teach the halakha that if the son consecrates the field after his father’s death it is not treated as a purchased field, holds that acquisition of an item for its produce is tantamount to acquisition of the item itself. Accordingly, as the son owned the plot as a purchased field prior to his father’s death, his ownership remained unchanged when his father died. Therefore, the verse is required to teach that upon the father’s death the field’s status changes to that of an ancestral field.

94 In contrast, let us say that Rabbi Yehuda and Rabbi Shimon hold that acquisition of an item for its produce is not tantamount to acquisition of the item itself. Accordingly, his ownership of the field became absolute only upon his father’s death. Consequently, there is no need for a derivation from the verse for such a case, and the derivation is therefore applied to the case where the son consecrated the field before his father’s death.

95 Rav Naḥman bar Yitzḥak said: In general, according to Rabbi Shimon and Rabbi Yehuda, acquisition of an item for its produce is tantamount to acquisition of the item itself. Consequently, they also require the derivation from the verse to teach that if the father died before the son consecrated the field, it is treated as an ancestral field and not as a purchased field.

96 But here, with regard to their opinion that even if the son consecrated the field before his father’s death it is considered an ancestral field, this is because they found another allusion in the verse and interpreted it as follows: If the verse meant to indicate only the halakha that Rabbi Meir derives from it, let the Merciful One write: And if he will consecrate unto the Lord a field that he has bought, which is not his ancestral field, or: Which is not an ancestral field. What is the meaning of the extra

word “of” in the phrase: “Which is not of his ancestral field” (Leviticus 27:22)? It teaches that only a field that is not due to become his ancestral field is treated like a purchased field, thereby excluding this field, which is due to become his ancestral field.

97 § The mishna teaches: The priests and the Levites may always consecrate their ancestral fields and may always redeem their ancestral fields, both before the Jubilee Year and after the Jubilee Year. The Gemara asks: Granted, the mishna’s statement that they may always redeem their ancestral fields was necessary, in order to exclude them from the halakha that applies to the ancestral field of an Israelite, which may be redeemed only until the Jubilee Year, and if not redeemed by then, it is given to the priests. In contrast, the mishna teaches us that priests and Levites may always redeem their fields. But with regard to the statement that they may always consecrate their fields, why does the mishna specifically mention priests and Levites? Even an Israelite may always consecrate his field, both before and after the Jubilee Year.

98 The Gemara continues: And if you would say that the mishna means that priests and Levites may consecrate their fields during the Jubilee Year itself, whereas an Israelite may not, this works out well according to the opinion of Shmuel, who says (24a) that if an Israelite consecrated his field during the Jubilee Year itself it is not consecrated. Accordingly, the mishna teaches us that priests and Levites may always consecrate their fields, even in the Jubilee Year itself. But according to the opinion of Rav, why does the mishna specifically mention priests and Levites? Even an Israelite may consecrate his field during the Jubilee.

99 The Gemara responds: And according to your reasoning, one may similarly ask: Why do I need the statement that priests and Levites may consecrate their fields both before the Jubilee Year and after the Jubilee Year? Doesn’t the mishna already state that they may always consecrate their fields? Rather, since the tanna taught in the first mishna in this chapter (24a) that Israelites may not consecrate their fields less than two years before the Jubilee and they may not redeem them less than one year after the Jubilee, the tanna also taught in the latter mishna that priests and Levites may consecrate their fields both after the Jubilee and before the Jubilee, despite the fact that there is no novelty in this statement.

100 And similarly, since the tanna taught in the first mishna that Israelites may neither consecrate their fields less than two years before the Jubilee nor redeem them less than one year after the Jubilee, the tanna also taught in the latter mishna that priests and Levites may always consecrate and redeem their fields, despite the fact that there is no novelty with regard to consecrating in this statement either, as Israelites may also consecrate their fields both after the Jubilee and before the Jubilee.

Chapter 8

1 MISHNA: In the case of one who consecrates his ancestral field during a period when the Jubilee Year is not observed, and therefore the field is not redeemed according to a fixed rate of fifty shekels per beit kor but according to its value, when the treasurer announces the sale of the field he says to the owner: You open the bidding first; how much do you offer for its redemption? This method is

advantageous for the Temple treasury, as the owner gives an additional payment of one-fifth of the value of the field, and every other person does not give an additional one-fifth payment.

[2] There was an incident involving one who consecrated his field due to its inferior quality. The treasurers said to him: You open the bidding first. He said: It is hereby mine for an issar, a small sum. Rabbi Yosei says: That person did not say he would purchase it for an issar; rather, he said he would purchase it for an egg, as consecrated items may be redeemed with money or with the equivalent value of money. The treasurer said to him: The field has come into your possession based on your bid. As a result, he loses an issar and his field remains before him in his possession.

[3] GEMARA: The mishna teaches that with regard to one who consecrates his ancestral field during a period when the Jubilee Year is not observed, the treasurer says to him: You open the bidding first. The Gemara asks: Why does the treasurer merely say this to him? But isn't it taught in a baraita that the treasurer forces him to open the bidding? The Gemara responds: What is the meaning of the phrase: The treasurer says to him? It means that the treasurer forces him to open the bidding. And if you wish, say instead that initially the treasurer says to him that he should open the bidding; if he complies, he complies; and if not, the treasurer forces him to comply.

[4] The mishna teaches that the one who consecrated the field opens the bidding, as the owner gives an additional one-fifth payment whereas others do not give an additional one-fifth payment. The Gemara asks: Why does the mishna state that the reason he opens the bidding is specifically because the owner gives an additional one-fifth? Let the tanna derive it from the reason that since the field is dear to the owner he would increase his bid and redeem it for a higher price. And furthermore, doesn't the mitzva of redemption begin with the owner of the field by Torah law?

[5] The Gemara answers: The tanna states one reason and there are another two reasons: One reason is that since it is dear to him he would increase his bid and redeem it for a higher price; another reason is that the mitzva of redemption begins with the owner; and another reason is that the owner gives an additional one-fifth payment and every other person does not give an additional one-fifth payment.

[6] § The mishna teaches: There was an incident involving one who consecrated his field, which was causing him a loss due to its low quality. The treasurers said to him: You open the bidding first. He said: It is hereby mine for an issar. Rabbi Yosei says: That person did not say he would purchase it for an issar; rather, he said he would purchase it for an egg, as consecrated items may be redeemed with money or with the equivalent value of money. The Gemara suggests: Let us say they disagree about this, that Rabbi Yosei holds that the equivalent value of money is the same as money, and the Rabbis hold that the equivalent value of money is not the same as money.

[7] The Gemara asks: But don't we maintain as an accepted principle that the equivalent value of money is the same as money? The Gemara answers: Everyone agrees that the equivalent value of money is the same as money, and here they disagree with regard to whether one may redeem with an item one-fifth of whose value is not worth one peruta. The first tanna holds that one may redeem with an issar, which is worth eight perutot, as one-fifth of its value is greater than the value of one peruta, and Rabbi Yosei holds that one may even redeem with an item such as an egg, despite the fact that one-fifth of its value is not worth one peruta.

[8] The mishna relates that after the owner made his bid the treasurer said to him: The field has come into your possession based on your bid. As a result, he loses an issar and his field remains before him in his possession. The Gemara notes: This statement, whose source is unspecified, is in accordance

with the opinion of the Rabbis, who hold that in the incident in the mishna, the man redeemed the field with an issar.

[9] MISHNA: If one said: The field is hereby mine for ten sela, and one other person said: It is mine for twenty, and one said for thirty, and one said for forty, and one said for fifty; and then the one who bid fifty reneged on his offer, the treasurer repossesses from his property up to ten sela and the field is redeemed by the one who bid forty. This ensures that the Temple treasury does not lose. If the one who bid forty sela subsequently reneged on his offer, the treasurer repossesses from his property up to ten sela and the field is redeemed by the one who bid thirty.

[10] If the one who bid thirty subsequently reneged on his offer, the treasurer repossesses from his property up to ten sela and the field is redeemed by the one who bid twenty. If the one who bid twenty reneged on his offer, the treasurer repossesses from his property up to ten sela and it is redeemed by the one who bid ten. If the one who bid ten reneged on his offer, the treasurer sells the field at its value and collects the remainder from the property of the one who bid ten, to complete the sum of ten sela.

[11] If the owner says he will pay twenty sela and any other person says he will pay twenty sela, the offer of the owner takes precedence, due to the fact that he adds one-fifth. If the owner says he will pay twenty sela and one other person said: The field is hereby mine for a payment of twenty-one sela,

[12] the owner gives twenty-six sela and takes the field. He pays the twenty that he initially offered; plus five sela, which is one-fifth of the total future sum, i.e., one-quarter of his initial offer. In addition, he adds one sela, the difference between his initial offer and that of the other person, so that the Temple treasury will not receive less than the twenty-one sela offer proposed by the other person. If the owner says he will pay twenty sela and another person said: The field is hereby mine for a payment of twenty-two sela, the owner gives twenty-seven sela and takes the field.

[13] If the owner says he will pay twenty sela and another said: The field is hereby mine for a payment of twenty-three sela, the owner gives twenty-eight sela and takes the field. If the owner says he will pay twenty sela and another said: The field is hereby mine for a payment of twenty-four sela, the owner gives twenty-nine sela and takes the field. If the owner says he will pay twenty sela and another said: The field is hereby mine for a payment of twenty-five sela, the owner gives thirty sela, as the owner adds one-fifth only to the amount that he bid, and does not add one-fifth to the addition of that other person.

[14] If the owner said he will pay twenty sela and one other person said: The field is hereby mine for a payment of twenty-six sela, if the owner wished to pay thirty-one sela and a dinar the owner takes precedence; and if not, the treasurer says to the other person: The field has come into your possession based on your bid, as it is more than the Temple treasury can compel the owner to pay.

[15] GEMARA: The mishna teaches that if one said: The field is mine for ten sela, and another said for twenty, and another said thirty, and another said forty, and yet another said fifty; and then the one who bid fifty reneged on his offer, the treasurer repossesses from his property up to ten sela, and it is redeemed by the one who bid forty. In this manner, the Temple treasury does not lose. Rav Ḥisda says: The mishna taught that the treasurer repossesses ten sela from the one who initially offered fifty sela only when the one who offered forty stands in his place and intends to purchase the field, as the Temple treasury would have lost only ten sela.

[16] But if the one who offered forty does not stand in his place, i.e., he too reneged on his offer, then the additional amount they had offered is divided between the one who initially offered fifty and the one who offered forty, as follows: The one who offered fifty pays all ten of the difference between fifty and forty, but he must also pay half of the extra ten that is the difference between the offer of forty and the previous offer of thirty. The reason is that the one who bid fifty agreed to that extra ten that raised the price from thirty to forty. In sum, the one who offered fifty pays fifteen, and the one who said forty pays five.

[17] The Gemara raises an objection to the statement of Rav Ḥisda from that which we learned in the mishna: If the one who bid forty reneged on his offer, the treasurer repossesses from his property up to ten sela. The Gemara explains the objection: According to Rav Ḥisda, there is a difficulty: Why does the mishna rule that his property is repossessed by ten sela? Let the one who offered fifty give together with him, and therefore the one who offered forty should give only five. The Gemara responds: The mishna is referring to a case where there is no one who offered fifty sela.

[18] The Gemara further objects: The mishna also teaches that if the one who bid thirty reneged on his offer, the treasurer repossesses from his property up to ten sela. But according to Rav Ḥisda, why is only his property repossessed? Let the one who offered forty give together with him. The Gemara again responds: The mishna is referring to a case where there is no one who offered forty sela. The Gemara persists: The mishna states that if the one who bid twenty reneged on his offer, the treasurer repossesses from his property up to ten sela. According to Rav Ḥisda, why is only his property repossessed? Let the one who offered thirty give together with him. Once again, the Gemara responds: The mishna is referring to a case where there is no one who offered thirty sela.

[19] The Gemara asks: If so, then say the latter clause of the mishna: If the one who bid ten reneged on his offer, the treasurer sells the field at its value and collects the remainder from the property of the one who bid ten, to complete the sum of ten sela. Why is payment collected only from the one who offered ten? Let the one who offered twenty give together with him. And if you would say that here too, there is no one who offered twenty sela, then if so, why does the mishna state: And collects from the one who bid ten? The mishna should have stated simply: And collects from him, as there is no one else who submitted an offer.

[20] Rather, Rav Ḥisda said: This is not difficult. Here, when the potential loss incurred by the Temple treasury is divided, they reneged on their offers simultaneously; whereas there, in the mishna, where only one individual must cover the loss, two individuals reneged one after the other. The Gemara notes that this is also taught in a baraita: If all of them reneged at once they divide the potential loss incurred by the Temple treasury between them. Now didn’t we learn in the mishna: The treasurer repossesses from his property up to ten sela, without any mention of a division? Rather, must one not conclude from the baraita that the halakha is in accordance with the statement of Rav Ḥisda, who holds that when two individuals renege on their offers simultaneously they divide the loss between them? The Gemara comments: Indeed, conclude from it that this is the case.

[21] The Gemara notes that there are those who raise this baraita as a contradiction: We learned in the mishna that if the one who bid ten reneged on his offer, the treasurer sells the field at its value and collects the remainder from the property of the one who bid ten. But isn’t it taught in a baraita that they divide the potential loss to the Temple treasury between them? Rav Ḥisda said: This is not

difficult. Here in the baraita they reneged on their offers simultaneously, whereas there, in the mishna, two individuals reneged one after the other.

22 § The mishna teaches: If the owner says he will pay twenty sela and any other person says he will pay twenty sela, the owner's offer takes precedence because he adds one-fifth. The Gemara asks: Is this to say that an offer of the owner, which perforce includes an additional one-fifth, is preferable to a higher offer for the principal submitted by another? And the Gemara raises a contradiction from a mishna (Ma'aser Sheni 4:3): If one is unable to transport his second-tithe produce to Jerusalem to consume it there, the produce is redeemed and the redemption money is spent on food in Jerusalem. If the owner of second tithe says he will redeem it for one sela and one other says he will redeem it for one sela and one issar, the offer of one sela and one issar takes precedence, because he adds to the principal.

23 The Gemara answers: Here, where the additional one-fifth is a gain of the Temple treasury, a calculation that includes the one-fifth is preferable. By contrast, there, where the additional one-fifth belongs to the owner, i.e., the Temple treasury gains nothing from it, as the redemption money for second-tithe produce belongs to the owner and must be taken to Jerusalem for him to spend it there, let the principal be redeemed for a proper sum, and we do not care about the additional one-fifth.

24 § The mishna teaches that if the owner says he will pay twenty sela and one other person said: The field is hereby mine for a payment of twenty-five sela, the owner gives thirty sela. The Gemara suggests: And let the owner say: A man has come in my place [baḥarikin] to redeem the field, as even when accounting for the one-fifth that I must add, my offer stands at twenty-five sela, identical to this man's offer. Why, then, am I forced to redeem the field for a greater sum? The Gemara responds: The mishna is referring to a case where the owner initially said he would pay twenty sela and an additional dinar, one-quarter of one sela. When the additional one-fifth is taken into account, the owner's offer is greater than twenty-five sela.

25 The Gemara asks: But if so, let the mishna teach explicitly that he offered an additional dinar. The Gemara responds: The tanna was not meticulous with regard to the mention of small sums of money such as one dinar. The Gemara asks: And was the tanna not meticulous? But isn't it taught in the mishna that in a case where one said: The field is hereby mine for a payment of twenty-six sela, if the owner wished to pay thirty-one sela and a dinar the owner takes precedence? Rather, Rava said: The mishna is referring to a case where the owner said he would redeem it for twenty sela and one peruta, and the tanna was not meticulous with regard to mentioning such a tiny sum.

26 § The mishna teaches that even when the owner must give the amount offered by the second person for the field, he adds one-fifth only to the amount that he himself bid, as he does not add one-fifth to the addition of the other person. Rav Ḥisda says: The mishna taught that the owner does not add one-fifth to the addition of the other person only when the consecrated property was not appraised by three people. But if the consecrated property was appraised by three people, and the field was found to be worth the amount offered by the other person, the owner does add one-fifth to the addition of the other person.

27 The Gemara notes that this is also taught in a baraita: Beit Shammai say the owner adds one-fifth to the addition of the other person and Beit Hillel say the owner does not add that one-fifth. The Gemara explains: What are the circumstances of this baraita? If it is discussing a case where the field was not appraised by three people, then what is the reasoning of Beit Shammai for their ruling that

the owner must add one-fifth to the addition of the other person? Rather, the baraita must be referring to a case where the field was appraised by three people and the appraisal matched the offer of the other person. The owner must therefore add one-fifth to the addition of that other person.

[28] The Gemara asks: Shall we say that Rav Ḥisda says his statement in accordance with the opinion of Beit Shammai? This is difficult, as there is a principle that the halakha is ruled in accordance with the opinion of Beit Hillel. The Gemara responds: Actually, the baraita is referring to a case where the field was not appraised by three people, and Beit Shammai are stringent and rule that the owner must nevertheless add one-fifth to the addition of the other person. Rav Ḥisda rules in accordance with the opinion of Beit Hillel that the owner adds one-fifth to the addition of the other person only when the field was appraised by three people.

[29] And if you wish, say instead: Actually, the baraita is referring to a case where the field was appraised by three people and the appraisal matched the offer of the other person; and one should reverse the opinions, i.e., Beit Shammai say that even in such a case the owner does not add one-fifth to the addition of the other person. The Gemara asks: But according to this interpretation, let the dispute be taught alongside the other rare instances of leniencies of Beit Shammai and stringencies of Beit Hillel (see tractate Eduyyot, chapters 4 and 5). Yet, this dispute does not appear there. Rather, one must accept the previous answer, that the baraita is actually discussing a case where the field was not appraised by three people, and Beit Shammai are stringent.

[30] § The mishna teaches that in a case where the owner offers to pay twenty sela and one other person said: The field is hereby mine for twenty-six sela, if the owner wished to pay thirty-one sela and a dinar, the owner takes precedence. The Gemara elaborates: If the owner wished to pay the additional sum, then yes, he redeems the field, but if the owner did not wish to do so, no, he is not forced to redeem it.

[31] The Gemara explains that the reason is that the owner can say: A man has come in my place to redeem the field for a higher sum, since even when accounting for the additional one-fifth that I must give, my offer amounts to a total of only twenty-five sela, whereas this other person has offered to pay twenty-six. Nevertheless, if the owner chooses to redeem the field, he gives the other person’s offer, twenty-six sela, plus an additional one-fifth of his initial offer, for a total of thirty-one sela.

[32] The Gemara asks: And the additional dinar that the owner gives, what is its purpose? Rav Sheshet said this is what the mishna is saying: If the owner wished from the outset to give based on a calculation that reaches thirty-one sela and one dinar, the owner takes precedence.

[33] What are the circumstances of such an offer? It is in a case where the owner initially said he would purchase the field for twenty-one sela. In such an instance, the additional one-fifth amounts to five sela and one dinar, which means that the total payment of the owner is twenty-six sela and one dinar, greater than the offer of the other person. Accordingly, the owner takes precedence, and when the one-fifth is added to the twenty-six sela offer of the other person, the total price paid by the owner is equal to thirty-one sela and one dinar. And if the payment of the owner does not exceed the offer of the other person even when accounting for the additional one-fifth, then the treasurer says to the other person: The field has come into your possession.

[34] MISHNA: A person may dedicate, for sacred or priestly use, some of his flock and some of his cattle, and some of his Canaanite slaves and maidservants, and some of his ancestral field. But if he dedicated all that he has of any type of property, they are not dedicated, i.e., the dedication does not

take effect; this is the statement of Rabbi Eliezer. Rabbi Elazar ben Azarya said: If for the Most High a person may not dedicate all his property, it is all the more so the case that a person should spare his property and not give all of it to others.

[35] GEMARA: The Gemara asks: From where are these matters, stated in the mishna, derived? The Gemara explains that this is as the Sages taught in a baraita, with regard to the verse: "Notwithstanding, no dedicated thing that a man may dedicate to the Lord of all that he has, whether of man or animal, or of his ancestral field" (Leviticus 27:28). The verse indicates that one may dedicate "of all that he has" but not all that he has; likewise "of man" but not every man, i.e., not every slave of his; "of man or animal" but not every animal of his; and finally one may dedicate "of his ancestral field" but not all of his ancestral field.

[36] It might have been thought that one may not dedicate all his properties ab initio, but if he did dedicate all of them, they should be dedicated. Therefore the verse states: "Notwithstanding," to teach that they are not dedicated. This is the statement of Rabbi Eliezer. Rabbi Elazar ben Azarya said: If for the Most High a person may not dedicate all his property, it is all the more so the case that a person should spare his property and not give it all to others.

[37] The Gemara notes: And it is necessary to derive this halakha with regard to all the categories in the verse. As, if the Merciful One had written only: "Of all that he has," I would say that one may not dedicate all that he has, but let him dedicate all of one type of property. Therefore, the Merciful One writes "of man," to teach that he may not dedicate every man.

[38] And if the Merciful One had written only: "of man," one might say that he may not dedicate all of his slaves, as it is not possible for him to be without a slave to perform his work; but with regard to a field, it is possible for him to maintain a livelihood by sharecropping [distoran]. And if the Torah had taught this halakha with regard to only these two types, i.e., ancestral fields and slaves, one might say these may not be dedicated in their entirety because here there is livelihood and here there is also livelihood. But in the case of movable property, on which maintaining a livelihood does not depend, let him dedicate all of them. Therefore, all of these derivations are necessary.

[39] The Gemara further asks: Why do I need for the verse to state "or animal"? The Gemara explains it is necessary for that which is taught in a baraita: One might have thought a person can dedicate his son or his daughter, his Hebrew slave or maidservant, or his purchased field. Therefore, the verse states "animal" to teach that just as an animal is an item that he has permission to sell, so too, one can dedicate any item that he has permission to sell. He cannot dedicate an item that he does not have the ability to sell.

[40] The baraita continues: But in the case of his minor daughter, he has permission to sell her as a Hebrew maidservant. If so, one might have thought he may dedicate her. Therefore, the verse states "animal," indicating that just as an animal is an item that he always has permission to sell, so too, one can dedicate any item that he always has permission to sell, whereas one may not sell his daughter once she reaches majority. A field as well can be sold only until the Jubilee Year.

[41] § The mishna teaches that Rabbi Elazar ben Azarya said: If for the Most High a person may not dedicate all his property, it is all the more so the case that one should spare his property and not give it all to others. The Gemara raises a difficulty: This is identical to the opinion of the first tanna, i.e., Rabbi Eliezer, who prohibits the dedication of all one's property.

42 The Gemara responds: There is a practical difference between them with regard to the statement of Rabbi Ila, as Rabbi Ila said: In Usha the Sages instituted that one who dispenses his money to charity should not dispense more than a fifth. Rabbi Eliezer, who did not state that one should spare his property, rules that one may give all his money to charity, provided he keeps a small portion for himself, whereas Rabbi Elazar ben Azarya maintains that one should not give more than a fifth.

43 The Gemara relates that there was an incident involving a certain individual who sought to dispense more than a fifth of his property as charity, and his friend did not let him act upon his wishes. And who was this friend? It was Rabbi Yeshevav. And some say it was Rabbi Yeshevav who wanted to give too much charity, and his friend did not let him do so. And who was the friend? It was Rabbi Akiva.

44 MISHNA: In the case of one who dedicates his son or his daughter, or his Hebrew slave or maidservant, or his purchased field, those items are not considered dedicated, as a person may not dedicate an item that is not his. Priests and Levites may not dedicate their property; this is the statement of Rabbi Yehuda. Rabbi Shimon says: Priests may not dedicate their property, as all dedicated property is theirs; it is one of the priestly gifts, as the verse states: “Everything dedicated in Israel shall be yours” (Numbers 18:14). But Levites may dedicate their property, as dedicated property is not theirs.

45 Rabbi Yehuda HaNasi said: The statement of Rabbi Yehuda appears to be correct with regard to land, as it is stated about the land of the Levites: “But the fields of the open land surrounding their cities may not be sold, as that is their perpetual possession” (Leviticus 25:34), and they cannot renounce that land. And the statement of Rabbi Shimon appears to be correct with regard to movable property, which the Levites may dedicate, as dedicated property is not theirs. It is a gift for the priests, not the Levites.

46 GEMARA: The Gemara asks: And as for Rabbi Yehuda, what is his reasoning? Granted, priests may not dedicate property, as dedicated property is theirs; it is one of the gifts of the priesthood. But why are Levites unable to dedicate their property? Granted, they may not dedicate land, as it is written: “As that is their perpetual possession” (Leviticus 25:34). But let them dedicate movable property. The Gemara explains that the verse states: “Notwithstanding, no dedicated thing, that a man may dedicate to the Lord of all that he has, whether of man or animal, or of his ancestral field” (Leviticus 27:28). The verse juxtaposes the dedication of movable property to that of land. Accordingly, as Levites cannot dedicate land, they cannot dedicate movable property either.

47 The Gemara asks: And with regard to Rabbi Shimon, what is his reasoning? Granted, priests may not dedicate their property, as we stated above, because dedicated property is theirs. But why may Levites dedicate their property? Granted, let them dedicate movable property, as Rabbi Shimon does not juxtapose movable property to land. But why may Levites dedicate land? Isn’t it written: That is their perpetual possession? The Gemara answers: What does Rabbi Shimon mean when he says Levites may dedicate property? He means they may dedicate only movable property.

48 The Gemara objects: But from the fact that the latter clause of the mishna teaches: Rabbi Yehuda HaNasi said the statement of Rabbi Yehuda appears to be correct with regard to land, and the statement of Rabbi Shimon appears to be correct with regard to movable property; by inference one may conclude that Rabbi Shimon also says Levites can dedicate their land. The Gemara explains that this is what the mishna is saying: Rabbi Yehuda HaNasi said that the statement of Rabbi Yehuda

appears to be correct even to Rabbi Shimon with regard to land belonging to Levites, as even Rabbi Shimon disagrees with Rabbi Yehuda about the ability of Levites to dedicate property only with regard to movable property. But with regard to land, Rabbi Shimon concedes to Rabbi Yehuda that the Levites cannot dedicate it.

[49] § Rabbi Ḥiyya bar Avin says: One who dedicated movable property may give it to any priest that he wishes, as it is stated: “Everything dedicated in Israel

[50] shall be yours” (Numbers 18:14), i.e., for Aaron and any of his descendants. But if one dedicated his fields, he gives them to a priest of that priestly watch which is currently serving in the Temple, as it is stated: “As a field dedicated; its possession shall be to the priest” (Leviticus 27:21). And one derives a verbal analogy between “to the priest” here and “to the priest” from a verse (Numbers 5:8) discussing property robbed from a convert. The halakha in that case is that if one took an oath that he did not rob a convert, and then after the convert died and left no descendants he admitted to taking a false oath, he must give the stolen property to the priests of the priestly watch currently serving in the Temple.

[51] The Gemara asks: And there, in the case of property robbed from a convert, from where do we derive that it is given to the priests of the current priestly watch? As it is taught in a baraita: In the verse: “But if the man has no kinsman to whom restitution may be made for the guilt, the restitution for guilt that is made shall be the Lord’s, to the priest” (Numbers 5:8), the phrase: “Shall be the Lord’s, to the priest,” indicates that God has acquired the restitution for the guilt and has given it to the priest of that priestly watch.

[52] The Gemara objects: Do you say the restitution is given to the priest of that priestly watch; or perhaps is it necessary only for it to be given to any priest to whom the robber wishes to give it. The Gemara explains that when the same verse says: “Besides the ram of the atonement, whereby atonement shall be made for him,” this indicates that the verse speaks of a priest of that priestly watch, i.e., the watch that is currently involved in sacrificing offerings.

[53] § Rabbi Ḥiyya bar Avin states another halakha involving property that is given to the priests. With regard to a field that was consecrated by its owner and was not redeemed by him, which goes out of his possession and passes to the possession of the priests at the Jubilee Year, one gives it to the members of the priestly watch serving when the Jubilee Year occurred, i.e., the watch serving at the beginning of the Jubilee Year. A dilemma was raised before the Sages: If the beginning of the Jubilee Year occurred on Shabbat, which is the day on which the priestly watches rotate, what is the halakha? Which priestly watch receives the property? Rav Ḥiyya bar Ami says in the name of Ḥulfana: One gives it to the watch that leaves the service of the Temple on that Shabbat.

[54] Rav Naḥman bar Yitzḥak says: It is taught in a baraita in accordance with these statements: You are found to say that both the Jubilee Year, when fields that were sold are returned to their owners, and the Sabbatical Year, when debts are canceled, abrogate at once, i.e., at the same time, except that the Jubilee Year abrogates at its beginning and the Sabbatical Year abrogates at its end. In other words, the evening of Rosh HaShana at the conclusion of the Sabbatical Year, which is the forty-ninth year of the Jubilee cycle, is also the beginning of the Jubilee Year, which is the fiftieth year. At this time, all debts and land purchases are abrogated, and consecrated fields that were not redeemed become the property of the priests. Accordingly, if Rosh HaShana occurs on a Shabbat, the priestly watch that ends their service receives the fields, as the priestly watches rotate only in the morning.

[55] The Gemara questions the terminology of the baraita: Why does the baraita state: Except that? This statement indicates that the Sabbatical Year and the Jubilee Year abrogate simultaneously despite the fact that the Jubilee Year abrogates at its beginning. On the contrary, this halakha is due to that very reason, i.e., they abrogate simultaneously because the Jubilee Year abrogates at its beginning and the Sabbatical Year at its end. The Gemara explains that in fact one should say the baraita as follows: They abrogate at the same time, due to the fact that the Jubilee Year abrogates at its beginning and the Sabbatical Year at its end.

[56] The Gemara asks: Granted, it is clear that the Sabbatical Year abrogates at its end, as it is written: "At the end of every seven years you shall make a release" (Deuteronomy 15:1). But does the Jubilee Year abrogate at its very beginning? It abrogates only ten days later, on Yom Kippur, as it is written: "On Yom Kippur shall you make proclamation with the shofar throughout all your land…and you shall return every man to his possession" (Leviticus 25:9–10). The Gemara explains: In accordance with whose opinion is this baraita? It is in accordance with the opinion of Rabbi Yishmael, son of Rabbi Yoḥanan ben Beroka, who says: It is from Rosh HaShana that the Jubilee Year takes effect.

[57] The Gemara returns to the statement of Rabbi Ḥiyya bar Avin that one who dedicates his movable property may give it to a priest of his choosing, whereas one who dedicates his land gives it to members of the current priestly watch. The Gemara relates that Ḥizkiyya bar Biluto heard this statement and went and said the following difficulty before Rabbi Abbahu: But let one juxtapose movable property to land, as the verse states: "That a man may dedicate to the Lord of all that he has, whether of man or animal, or of his ancestral field" (Leviticus 27:28). If so, movable property must also be given to members of the current priestly watch.

[58] Rabbi Abbahu responded: Is it not a dispute between tanna'im? As there are those who juxtapose and there are those who do not juxtapose, in accordance with the earlier explanation of the Gemara that this is the basis for the dispute between Rabbi Yehuda and Rabbi Shimon with regard to whether or not Levites may dedicate movable property. Rabbi Ḥiyya bar Avin holds in accordance with the opinion of the one who says we do not juxtapose movable property and land.

[59] MISHNA: Dedications of property for priests, unlike consecrations of property for Temple maintenance, have no redemption; rather, one gives it to the priests, and it is their property in every sense, like teruma. Rabbi Yehuda ben Beteira says: Dedications dedicated without specification of their purpose are designated for Temple maintenance, as it is stated: "Every dedicated item is most sacred to the Lord" (Leviticus 27:28).

[60] And the Rabbis say: Dedications dedicated without specification of their purpose are designated for priests, as it is stated with regard to one who consecrated a field and did not redeem it: "As a field dedicated; its possession shall be to the priest" (Leviticus 27:21), indicating that a non-specific dedication belongs to the priest. If so, why is it stated: "Every dedicated item is most sacred to the Lord"? This comes to teach that dedication takes effect on offerings of the most sacred order and offerings of lesser sanctity. If one consecrated an animal for sacrifice and then dedicated it, the dedication takes effect. Nevertheless, it does not take effect on the body of the animal; rather, it applies to the owner's financial stake in the offering.

[61] As the Sages delineated: A person may dedicate his sacrificial animals, both offerings of the most sacred order and offerings of lesser sanctity. If the offering he dedicated was the object of a vow, e.g.,

if he said: It is incumbent upon me to sacrifice a burnt offering, since he is obligated to replace such offerings they are considered his property, and therefore he gives their value to the priests.

62 And if the offering he dedicated was a gift offering, e.g., if he said: This animal is a burnt offering, in which case he is not obligated to replace the animal, he gives the monetary benefit that he has in them. For example, if he said: This bull is a burnt offering, one estimates how much money a person would be willing to give in order to sacrifice the animal as a voluntary burnt offering, even though he is not permitted to do so.

63 With regard to a firstborn animal, whether it is unblemished or whether it is blemished, its owner may dedicate it. And how does one assess the payment required to redeem it? One estimates how much an Israelite person would be willing to give in exchange for that firstborn in order to give it to a priest who is his daughter's son or to a priest who is his sister's son.

64 GEMARA: The Sages taught: Dedications of property for priests have no redemption, and one gives the property to the priest. With regard to these dedications, as long as they remain in the house of the owner they are considered like consecrated property in every sense, as it is stated: "Every dedicated item is most sacred to the Lord" (Leviticus 27:28). Once the owner has given them to the priest they are in every sense like non-sacred property, as it is stated: "Everything dedicated in Israel shall be yours" (Numbers 18:14), i.e., it shall be like all other regular property belonging to a priest, which is non-sacred.

65 § The mishna teaches: Rabbi Yehuda ben Beteira says dedications donated without specification are designated for Temple maintenance, as it is stated: "Every dedicated item is most sacred to the Lord" (Leviticus 27:28). And the Rabbis say they are designated for priests, as it is stated: "As a field dedicated; its possession shall be to the priest" (Leviticus 27:21), whereas the verse cited by Rabbi Yehuda ben Beteira teaches that dedication takes effect on offerings of the most sacred order and offerings of lesser sanctity. The Gemara asks: Granted, the opinion of the Rabbis is clear, as they explain their reason and the reason of Rabbi Yehuda ben Beteira, i.e., they interpret the verse he cited as his proof. But as for Rabbi Yehuda ben Beteira, this verse: "As a field dedicated; its possession shall be to the priest," what does he do with it, i.e., what does he derive from it?

66 The Gemara responds: The verse is necessary for him for that which is taught in a baraita that discusses the case of one who consecrated his ancestral field and failed to redeem it. This field becomes the possession of the priests at the Jubilee Year. The baraita teaches: Why must the verse state at its end: "As a field dedicated; its possession shall be to the priest"? The baraita explains: From where is it derived with regard to a priest who consecrated his dedicated field, i.e., a field that was dedicated by an Israelite and was given to him and he then consecrated it, and then the Jubilee Year arrived, that he may not say: Since a field that was consecrated by its owners and was not redeemed goes out of the owner's possession and passes to the possession of the priests at the Jubilee Year, and this field that I consecrated is already in my possession, it is therefore mine.

67 The baraita adds: And this claim of the priest is based on logical inference: If I acquire the fields of others that were consecrated and not redeemed at the Jubilee Year, then with regard to my own property, all the more so is it not clear that I should acquire it? Therefore, the verse states, with regard to an ancestral field that one consecrated: "As a field dedicated; its possession shall be to the priest," which teaches that this priest does not acquire the field.

[68] The baraita explains the derivation: But what have we now learned about a consecrated ancestral field from a dedicated field? In other words, the verse, which is dealing with an ancestral field, says an ancestral field is like a dedicated field, but it does not explicitly state the halakha of dedicated fields. Rather, this case of a dedicated field comes to teach a halakha about an ancestral field but is found to derive a halakha from that case, i.e., the verse juxtaposes a dedicated field of a priest to the ancestral field of an Israelite.

[69] The baraita clarifies how the halakha is derived from the juxtaposition: Just as the ancestral field of an Israelite, which was redeemed by a priest from the Temple treasury, goes out of his possession at the arrival of the Jubilee Year and is divided among all the priests of the watch serving at the beginning of the Jubilee Year (see 25b), so too, the dedicated field of a priest that remained in his possession goes out of his possession and is divided among his brothers, the priests of the watch serving at the beginning of the Jubilee Year.

[70] The Gemara asks: And the other, i.e., the Rabbis, from where do they derive this halakha? The Gemara responds: They derive it from a superfluous term in the verse, as it could have stated merely: Dedicated [ḥerem], from which one would have derived that unspecified dedications are designated for the priests. Yet the verse actually states: “Haḥerem,” with the definite article, and therefore both halakhot are derived from this verse. The Gemara notes: And as for the other, Rabbi Yehuda ben Beteira, he does not learn anything from the difference between ḥerem and haḥerem. Accordingly, he derives from here only that if a priest consecrated his dedicated field it is removed from his possession.

[71] The Gemara asks: And as for Rabbi Yehuda ben Beteira, from where does he derive that a dedication takes effect on offerings of the most sacred order and offerings of lesser sanctity, which, according to the Rabbis, is learned from the verse: “Every dedicated item is most sacred to the Lord” (Leviticus 27:28)? The Gemara answers: He holds in accordance with the opinion of Rabbi Yishmael, who derives this halakha from another source, as explained in the mishna below.

[72] § Rav says: The halakha is in accordance with the opinion of Rabbi Yehuda ben Beteira that unspecified dedications of property are designated for Temple maintenance. The Gemara asks: And would Rav leave aside the majority opinion of the Rabbis and act in accordance with the individual opinion of Rabbi Yehuda ben Beteira? The Gemara answers: This dispute is taught in a baraita in the opposite manner, i.e., it is the Rabbis who hold that unspecified dedications are designated for Temple maintenance. The Gemara further asks: Would Rav leave aside a mishna and act in accordance with a baraita? The Gemara responds: Rav teaches the mishna as well in the opposite manner, in accordance with the baraita.

[73] The Gemara asks: What did you see that you chose to reverse the opinions in the mishna due to the baraita? Let us reverse the opinions in the baraita due to the mishna. The Gemara answers: Rav learned by tradition from his teachers that the opinions cited in the mishna should be reversed. The Gemara asks: If so, why does Rav state that the halakha is in accordance with the opinion of Rabbi Yehuda ben Beteira? He should have said it is in accordance with the opinion of the Rabbis. The Gemara explains that this is what Rav is saying: In accordance with the manner in which you reversed the opinions and taught them in the mishna, the halakha is in accordance with the opinion of Rabbi Yehuda ben Beteira.

[74] § The Gemara relates that there was a certain man who dedicated his property in Pumbedita. He came before Rav Yehuda to ask him what to do. Rav Yehuda said to him: Take four dinars and desacralize the dedicated property by transferring its sanctity onto them. And then throw the dinars into the river, because one may not derive benefit from them. And then the property will be permitted to you, as it will have been redeemed. The Gemara notes: Evidently, Rav Yehuda holds that unspecified dedications of property are designated for Temple maintenance, which is why the man could redeem his property. Had the property been designated for the priests there could be no redemption, as taught in the mishna.

[75] The Gemara asks: In accordance with whose opinion does Rav Yehuda hold, when he told the man to desacralize the dedicated property by transferring its sanctity onto money worth less than the dedicated property? The Gemara responds: He holds in accordance with the opinion of Shmuel, who said: Consecrated property worth one hundred dinars that one desacralized onto an item worth one peruta is desacralized. The Gemara asks: One can say that Shmuel said this is the halakha only in a case where one already desacralized the property, i.e., after the fact. Did he say one may do so ab initio?

[76] The Gemara responds: This matter, that one must desacralize consecrated property onto an item worth the value of the property ab initio, applies only during a period when the Temple is standing, as there is a loss caused to the Temple treasury by desacralizing its property onto an item worth less than its value. But in the present time, when the Temple is not standing and there is no Temple treasury, one may desacralize with an item worth less than the consecrated property even ab initio. The Gemara asks: If so, then one may even desacralize with one peruta as well. Why, then, did Rav Yehuda require the man to use four dinars? The Gemara responds: He required four dinars in order to publicize the matter, so that the community will know the property is permitted for use only because it was redeemed.

[77] Ulla says: If I had been there when this man asked what to do, I would have given all of the property to the priests. The Gemara notes: Evidently, Ulla holds that unspecified dedications of property are designated for the priests, and therefore they cannot be redeemed.

[78] It can be inferred from the previous discussion that the halakhot of dedications are in effect even today. The Gemara raises an objection to this opinion from a baraita: The sale of a Hebrew slave is practiced only during a period when the Jubilee Year is observed, as it is stated: “And if your brother be waxen poor with you, and sell himself to you…he shall serve with you until the year of Jubilee” (Leviticus 25:39–40).

[79] And likewise the halakhot pertaining to a dedicated, i.e., ancestral, field apply only during a period that the Jubilee Year is observed, as it is stated: “Then that which he has sold shall remain in the hand of him that has bought…and in the Jubilee it shall go out, and he shall return to his possession” (Leviticus 25:28). Finally, the halakhot pertaining to houses of walled cities apply only during a period when the Jubilee Year is observed, as it is stated: “Then the house that is in the walled city shall be made sure in perpetuity to him that bought it, throughout his generations; it shall not go out in the Jubilee” (Leviticus 25:30).

[80] Rabbi Shimon ben Yoḥai says: The halakhot pertaining to a dedicated field apply only during a period when the Jubilee Year is observed, as it is stated: “But the field, when it goes out in the Jubilee, shall be sacred to the Lord, as a field dedicated; its possession shall be to the priest”

(Leviticus 27:21). Rabbi Shimon ben Elazar says: The halakhot pertaining to a gentile who resides in Eretz Yisrael and observes the seven Noahide mitzvot [ger toshav] apply only during a period when the Jubilee Year is observed.

[81] Rav Beivai said: What is the reason? It is derived from a verbal analogy between “well” and “well.” It is written here, with regard to a Hebrew slave, who can be sold only when the Jubilee Year is observed: “Because he fares well with you” (Deuteronomy 15:16). And it is written there, with regard to a ger toshav: “Where it is well for him; you shall not wrong him” (Deuteronomy 23:17). The Gemara’s objection is that it is evident from the baraita that the halakhot pertaining to dedicated fields apply only when the Jubilee Year is observed.

[82] The Gemara explains that it is not difficult. This baraita is discussing the halakha with regard to land, whereas that incident, in Pumbedita, in which a dedication was effected, occurred with movable property. The Gemara raises a difficulty: But that incident that occurred in Pumbedita involved land as well, and Rav Yehuda nevertheless required the man to redeem them. The Gemara responds: Land outside of Eretz Yisrael is considered like movable property in Eretz Yisrael.

[83] MISHNA: Rabbi Yishmael says: One verse states: “All the firstborn males that are born of your herd and of your flock you shall consecrate to the Lord your God” (Deuteronomy 15:19), and one verse states: “However, the firstborn among animals that is born first to the Lord, a man shall not consecrate it” (Leviticus 27:26). It is impossible to say: “You shall consecrate,” as it is already stated: “A man shall not consecrate.” It is likewise impossible to say: “A man shall not consecrate,” as it is already stated: “You shall consecrate.”

[84] How, then, can these verses be reconciled? You can consecrate the firstborn animal by a consecration of value, i.e., an individual can donate to the Temple treasury the amount he would be willing to pay for the right to give the firstborn to a specific priest; and you cannot consecrate it by a consecration for the altar, as a firstborn may not be sacrificed for the sake of any other offering.

[85] GEMARA: The Gemara comments: And the Rabbis, who derive the halakha that a dedication takes effect on all offerings of sanctity from the verse: “Every dedicated item is most sacred to the Lord” (Leviticus 27:28), would explain that the verse “A man shall not consecrate” is necessary to teach that there is a Torah prohibition against consecrating a firstborn animal for the sake of another offering. As for the other verse discussed in the mishna: “You shall consecrate,” it is necessary for that which is taught in a baraita: From where is it derived with regard to a firstborn animal that was born in one’s flock that it is a mitzva to consecrate it verbally as a firstborn? As it is stated: “The firstborn males that are born of your herd and of your flock you shall consecrate.”

[86] And Rabbi Yishmael, who maintains there is no such mitzva, would argue: If one does not consecrate it verbally, is the animal not consecrated? It certainly is consecrated, as its sanctity is from the womb. And since when one does not consecrate it the animal is nevertheless sanctified automatically, he does not need to consecrate it verbally.

Chapter 9

[1] MISHNA: One who sells his field during a period when the Jubilee Year is in effect is not permitted to redeem it less than two years after the sale, as it is stated: “According to the number of

years of the crops he shall sell to you” (Leviticus 25:15). The plural form “years” indicates a minimum of two years.

[2] If one of those years was a year of blight or mildew, or if it was the Sabbatical Year, when the buyer is unable to derive benefit from the field, that year does not count as part of the tally, and the owner must wait an additional year before redeeming the field. If the buyer plowed the field but did not sow it, or if he left it fallow, that year counts as part of his tally, as it was fit to produce a crop. Rabbi Eliezer says: If the owner of the field sold it to the buyer before Rosh HaShana and the field was full of produce, and the owner redeems the field after two years, that buyer consumes from the field’s produce three crops in two years. Although he received the field with its crop, he is not required to return it in the same state.

[3] GEMARA: The mishna states that one who sells his field during a period when the Jubilee Year is in effect is not permitted to redeem it less than two years after the sale. The Gemara notes: The mishna does not teach that one cannot redeem his field before two years have elapsed; rather, the mishna teaches that one is not permitted to redeem it. Evidently, the tanna of the mishna holds that there is also a prohibition involved in the matter, such that it is prohibited even to rattle dinars before the buyer in order to persuade him to sell back the field.

[4] The Gemara continues: And it is not necessary to state this with regard to the seller, as he stands in violation of a positive mitzva, as it is written: “According to the number of years of the crops he shall sell to you” (Leviticus 25:15), and the plural form “years” indicates a minimum of two years. Rather, even the buyer stands in violation of a positive mitzva, as we require the fulfillment of another mitzva from the same verse: “According to the number of years after the Jubilee Year you shall buy from your neighbor,” and if the buyer returns the field before the two years elapse, the mitzva is not fulfilled.

[5] § It was stated: With regard to one who sells his field during the Jubilee Year itself, Rav says: The field is sold in principle, but it leaves the buyer’s possession immediately, and his money is not refunded. And Shmuel says: It is not sold at all. The Gemara elaborates: What is the reasoning of Shmuel? Shmuel derives his opinion via an a fortiori inference. And what, if a field that was already sold before the Jubilee Year leaves the possession of the buyer in the Jubilee Year, is it not logical that a field that was not yet sold is not sold at all during the Jubilee Year?

[6] The Gemara asks: And according to Rav, do we not say that one may derive an a fortiori inference in this way? But isn’t it taught in a baraita: One might have thought that a person may sell his daughter as a maidservant when she is a young woman. You can say the following a fortiori inference to reject such a possibility: And what, if a daughter who was already sold, now leaves her master upon becoming a young woman, is it not logical that a daughter who was not sold is not capable of being sold once she becomes a young woman? Evidently, one may derive this type of an a fortiori inference. Why, then, does Rav disagree with Shmuel?

[7] The Gemara answers that the cases are not comparable. There, with regard to a maidservant, once she becomes a young woman she is not ever sold again. Here, the field that is returned to the seller in the Jubilee Year may later be sold again. Rav therefore maintains that one may not derive the aforementioned a fortiori inference.

[8] The Gemara raises an objection to Rav’s opinion from a baraita: The verse states: “According to the number of years after the Jubilee you shall buy from your neighbor” (Leviticus 25:15). The term:

After the Jubilee, teaches that a field may be sold in the year adjacent to the Jubilee Year. From where is it derived that a field may be sold in a year that is separated from the Jubilee Year? The verse states: “According to the multitude of the years you shall increase the price thereof, and according to the fewness of the years you shall diminish the price of it” (Leviticus 25:16). The verse teaches that one may sell a field even after several years have elapsed since the last Jubilee Year.

9 The baraita continues: And in the Jubilee Year itself one may not sell his field, and if one sold it, it is not sold. This baraita clearly seems to contradict the opinion of Rav. The Gemara responds: Rav could say to you: The baraita means that the field is not sold for the number of years of the crops, i.e., it does not remain in the buyer’s possession for a minimum of two years, rather it is sold in principle, and then immediately leaves the buyer’s possession.

10 The Gemara objects: But if the field is indeed sold, let it stand in the buyer’s possession until after the Jubilee Year, and after the Jubilee Year let him consume the field’s produce for two years of crops, and only then return the field. Isn’t it taught in a baraita: If the buyer consumed the field’s produce for one year before the Jubilee Year, he completes another year after the Jubilee Year? The Gemara explains: The cases are not comparable. There, the buyer already entered the field in order to consume the produce, and therefore he completes the minimum of two years. Here, the buyer did not enter the field to consume the produce at all, as ownership of the field immediately reverts to the seller.

11 § Rav Anan says: I learned two halakhot from Master Shmuel. One was this halakha, that if one sells his field during the Jubilee Year the sale is ineffective. And the other halakha concerned one who sells his Canaanite slave to gentiles, or to a Jew who resides outside of Eretz Yisrael, that the slave is emancipated. A Canaanite slave is partially obligated in the fulfillment of mitzvot. By selling him to a gentile, one prevents him from fulfilling the mitzvot, and by selling him to one who dwells outside of Eretz Yisrael, one prevents him from fulfilling the mitzva of dwelling in Eretz Yisrael. The Sages therefore decreed that the Jewish master must write the slave a bill of manumission after the sale, so that if he runs away from his gentile master, he would not reenter servitude under the Jewish master.

12 Rav Anan continues: With regard to one of these halakhot, Shmuel said that the sale is retracted and the money is refunded, and with regard to one of them, he said that the sale is not retracted and the buyer loses his money. But I do not know in which of the cases the sale is retracted and in which case it is not.

13 Rav Yosef said: Let us see if it is possible to resolve Rav Anan’s dilemma. It may be resolved from that which is taught in a baraita: In the case of one who sells his slave to a Jew outside of Eretz Yisrael, the slave is emancipated but nevertheless requires a bill of manumission from his second master. Conclude from the baraita as follows: Since the baraita calls the second owner the slave’s master, and requires him to emancipate the slave, evidently the sale is not retracted, and the buyer loses his money. And therefore, when Shmuel says here that the field is not sold during the Jubilee Year, he means that the sale does not take effect and the money is returned to the buyer.

14 The Gemara explains: And Rav Anan did not resolve his dilemma from the baraita, as he did not learn this baraita. And he could not resolve it from the statement of Shmuel itself, that the sale of a field during the Jubilee Year is ineffective, as the meaning of Shmuel’s statement is unclear. From where can one infer that Shmuel means that the field is not sold and the money is returned? Perhaps

he means that the field is not sold and the money is considered a gift, just as it is considered a gift in his opinion in the case of one who betroths his sister. As it was stated: With regard to one who betroths his sister, a betrothal that is invalid, Rav says that the money with which the brother betrothed his sister is returned, as he knew that the betrothal was invalid and merely intended to deposit the money with her for safekeeping. And Shmuel says that it is assumed that he wished to give her the money as a gift.

[15] The Gemara earlier (29a) cited a baraita that teaches that if one sells his slave to a Jew outside of Eretz Yisrael, the buyer must free the slave. Nevertheless, his money is not refunded. With regard to this, Abaye said to Rav Yosef: What did you see to say, that we penalize the buyer and he loses his money? Let us penalize the seller and require him to refund the money he received, so that he loses both the money and the slave.

[16] Rav Yosef said to Abaye: It is not the mouse that steals; rather, it is the hole that steals, as a mouse cannot steal any item unless he has a hole in which to hide it. In other words, the seller could not have sold his slave outside of Eretz Yisrael had the buyer been unwilling to purchase the slave. Abaye replied: The opposite is also true, namely that if not for the mouse, from where would the hole obtain the stolen item? Had the seller refused to sell his slave, the buyer could not have purchased him and taken him out of Eretz Yisrael. Rav Yosef replied to Abaye: Although both parties are at fault, it stands to reason that we apply the penalty wherever the subject of the prohibition is currently located. Since the buyer is now in possession of the slave, he is the one who is penalized.

[17] § The mishna teaches: If one of the two years after the sale was a year of blight, the buyer is entitled to an additional year’s crops. If the buyer plowed the field but did not sow it, or if he left it fallow, that year counts as part of his tally, as it was fit to produce a crop. The Gemara asks: Now that it was taught that if the buyer left his field fallow that year counts as part of his tally, even though he did not cultivate the field at all, is it necessary for the mishna to teach that the year counts as part of his tally if he plowed the field but did not sow it?

[18] The Gemara answers: It was necessary to teach the case of a buyer who plowed the field but did not sow it, as it might enter your mind to say that we say to the seller: Give the monetary value of the enhancement of the field to the buyer, and then he will leave the field. The mishna therefore teaches us that the seller does not have to pay him that amount.

[19] § The mishna states that Rabbi Eliezer says: If the owner of the field sold it to the buyer before Rosh HaShana and the field was full of produce, and the owner redeems the field after two years, the buyer consumes three crops of the field’s produce in two years. With regard to this halakha it is taught in a baraita that Rabbi Eliezer says: From where is it derived that if the owner of the field sold it to the buyer before Rosh HaShana full of produce, that the seller should not say to the buyer when he redeems the field after two years: Leave the field for me full of produce in the manner that I left it for you? The verse states: “According to the number of years of the crops he shall sell to you” (Leviticus 25:15), indicating that the payment is calculated according to the number of years, not according to the number of crops. Consequently, sometimes a person consumes three crops in two years.

[20] MISHNA: When the Jubilee Year is in effect, one may sell a field only until the Jubilee Year, at which point the field returns to its original owner. If the owner redeems the field before the Jubilee Year, the payment per annum is calculated by dividing the sale price by the number of years from the

sale until the Jubilee Year. The owner returns the per annum payment multiplied by the number of years remaining until the Jubilee Year. If the owner of a field sold it to the first buyer for one hundred dinars and the first buyer then sold it to the second buyer for two hundred dinars, when the original owner redeems the field he calculates the payment only according to the price that he set with the first buyer, as it is stated: “And he calculates the years of its sale, and he returns the remainder to the man to whom he sold it” (Leviticus 25:27).

21 If the owner of a field sold it to the first buyer for two hundred dinars and the first buyer then sold it to the second buyer for one hundred dinars, when the original owner redeems the field, he calculates the payment only according to the price that was paid by the last buyer, as it is stated: “And he calculates the years of its sale, and he returns the remainder to the man to whom he sold it.” The superfluous term “to the man” indicates that the verse is referring to the man who is currently in possession of the field.

22 One may not sell his ancestral field that is located in a distant area and redeem with the proceeds a field that he sold in a nearby area. Likewise, he may not sell a low-quality field and redeem with the proceeds a high-quality field. And he may not borrow money and redeem the field, nor may he redeem the field incrementally, half now and half at a later date. But with regard to redeeming a field from the Temple treasury, it is permitted to redeem the field in any of these ways. This is a halakha where greater stringency applies with regard to redeeming a field from an ordinary individual than with regard to redeeming it from the Temple treasury.

23 GEMARA: The Sages taught: Consider the case where the owner of a field sold it to the first buyer for one hundred dinars and the first buyer then sold it to the second buyer for two hundred dinars. From where is it derived that when the original owner redeems the field, he calculates the payment only according to the price that he set with the first buyer? The verse states: “And he calculates the years of its sale, and he returns the remainder to the man to whom he sold it” (Leviticus 25:27).

24 Now consider the case where the owner of a field sold it to the first buyer for two hundred dinars and the first buyer then sold it to the second buyer for one hundred dinars. From where is it derived that when the original owner redeems the field, the payment is calculated only according to the price that was paid by the second buyer? The verse states: “And he returns the remainder to the man to whom he sold it.” The superfluous term “to the man” indicates that the verse is referring to the man who is currently in possession of the field. This is the statement of Rabbi Yehuda HaNasi.

25 Rabbi Dostai ben Yehuda says that the verse should be interpreted differently: Consider the case where the owner of a field sold it to the buyer for one hundred dinars, and the field appreciated in value while in the buyer’s possession and its value stood at two hundred dinars. From where is it derived that when the seller redeems the field he calculates the payment only according to the one hundred dinars he originally received for the field?As it is stated: “And he returns the remainder to the man to whom he sold it,” that is, the seller returns only the remainder of the original payment that is in his possession.

26 Rabbi Dostai ben Yehuda continues: Consider the case where the owner of a field sold it to the buyer for two hundred dinars, and the field depreciated in value while in the buyer’s possession and its value stood at one hundred dinars. From where is it derived that when the seller redeems the field, the payment is calculated only according to the one hundred dinars the field is currently worth? As it

is stated: “And he returns the remainder to the man to whom he sold it,” i.e., he returns that which now remains of the value of the land.

27 The Gemara asks: What is the practical difference between the opinions of Rabbi Yehuda HaNasi and Rabbi Dostai ben Yehuda? The Gemara responds: The practical difference between them is in a case where the field’s value was high at the time of the first sale, e.g., it was worth two hundred dinars, and when the field was sold a second time it had depreciated in value and was worth only one hundred dinars. And when the original owner came to redeem it, it again appreciated in value until it was worth two hundred dinars. According to Rabbi Yehuda HaNasi, the redemption payment is calculated according to the one hundred dinars paid by the second buyer for the field. According to Rabbi Dostai ben Yehuda, it is calculated either according to the remainder of the original payment or according to that which now remains of the value of the land. Either way, it is calculated according to the remainder of two hundred dinars.

28 The aforementioned practical difference aside, Rabbi Yehuda HaNasi and Rabbi Dostai ben Yehuda agree that the verses are interpreted in a manner that benefits the original owner. The Gemara asks: And from where is it derived that the verses should be interpreted as a leniency for the seller? Perhaps they should be interpreted as a stringency for the seller.

29 The Gemara responds: Such a possibility should not enter your mind, as it is learned by means of a verbal analogy between the term “redemption” written in this context and “redemption” from the passage discussing a Hebrew slave that the Torah is lenient with regard to the redeemer. The verse states with regard to the redemption of a field: “And he prospers and finds sufficient means to redeem it” (Leviticus 25:26), and with regard to the redemption of a slave who was sold to a gentile, the verse states: “After he is sold he shall attain redemption” (Leviticus 25:48). Accordingly, just as the Torah is lenient with regard to the redemption of a Hebrew slave, so too the Torah is lenient with regard to redeeming a field.

30 The Gemara asks: And there, in the case of a Hebrew slave, from where do we derive that the Torah is lenient with regard to his redemption? The Gemara responds: As it is taught in a baraita: Consider the case of a Hebrew slave who was sold for one hundred dinars, and he appreciated in value during his term of servitude and his value stood at two hundred dinars. From where is it derived that if he redeems himself, the sum he pays for the remaining years of his service is calculated only according to the one hundred dinars for which he was originally sold? As it is stated: “If there are yet many years, according to them he shall return the price of his redemption from the money of his purchase” (Leviticus 25:51).

31 The baraita continues: Consider the case of a Hebrew slave who was sold for two hundred dinars, and he depreciated in value during his term and his value stood at one hundred dinars. From where is it derived that if he redeems himself, the sum he pays for the remaining years of his service is calculated only according to the one hundred dinars he is currently worth? As it is stated: “According to his years he shall return the price of his redemption” (Leviticus 25:52). The verse indicates that the sum is calculated according to the value of his remaining years of service.

32 The baraita continues: And I have derived only with regard to a Hebrew slave who was sold to a gentile, that he is redeemed and that he has the advantage, as the price of his redemption is always calculated according to the lesser value. From where is it derived that this halakha also applies in the case of a Hebrew slave who was sold to a Jew? The verse states: “Hired worker,” “hired worker,” in

order to derive a verbal analogy, indicating that this halakha applies both to a slave sold to a gentile and to one sold to a Jew. The verse states with regard to a slave sold to a gentile: “According to the time of a hired worker shall he be with him” (Leviticus 25:50), and with regard to a slave sold to a Jew, the verse states: “For double the hire of a hired worker he served you six years” (Deuteronomy 15:18).

[33] The Gemara relates that Abaye said:

[34] I am ready to answer any questions put to me like those of the intellectually sharp ben Azzai, who would regularly expound in the markets of Tiberias. One of the Sages said to Abaye: The verses discussing the redemption of a Hebrew slave can be interpreted as a leniency for the slave, and they can also be interpreted as a stringency for him. From where is it derived that the verses should be interpreted as a leniency for the slave? Say that they should be interpreted as a stringency for him.

[35] Abaye explained: Such a possibility should not enter your mind, due to the fact that the Merciful One was explicitly lenient with regard to a slave. As it is taught in a baraita: The verse states with regard to a Hebrew slave: “And it shall be, if he says to you I will not leave you…because he fares well with you” (Deuteronomy 15:16). The term “with you” indicates that the slave must be with you, i.e., treated as your equal, with regard to food, and with you with regard to drink. This means that you should not be eating fine bread while he eats inferior bread [kibbar], bread from coarse flour mixed with bran. Likewise, you should not drink old wine while he drinks inferior new wine. You should not sleep on bedding made from soft sheets while he sleeps on the ground. From here the Sages stated: One who acquires a Hebrew slave is considered like one who acquires a master for himself, as he must ensure that the slave’s living conditions are equal to his own.

[36] That Sage raised an objection to Abaye: On the contrary, let us impose a stringency upon the slave, due to the statement of Rabbi Yosei, son of Rabbi Ḥanina. As Rabbi Yosei, son of Rabbi Ḥanina, says in explanation of the juxtaposition of several passages in the Torah (Leviticus, chapter 25): Come and see how severe is even the hint of violation of the prohibition of the Sabbatical Year, as the prohibition against engaging in commerce with produce of the Sabbatical Year is not one of the primary prohibitions of the Sabbatical Year, and yet its punishment is harsh.

[37] Rabbi Yosei, son of Rabbi Ḥanina, continues: If a person has commercial dealings with produce of the Sabbatical Year or of the Jubilee Year, ultimately he will become so poor that he will be compelled to sell his movable property, as it is stated: “In this Jubilee Year you shall return every man to his possession” (Leviticus 25:13), and it is written in the subsequent verse: “And if you sell something to your neighbor or buy from your neighbor’s hand,” which is referring to an item acquired by passing it from hand to hand. The juxtaposition of the two verses indicates that if one violates the halakhot of the Jubilee Year or the Sabbatical Year, he will eventually have to sell his movable property.

[38] If he does not feel remorse and he does not repent, ultimately he will be compelled to sell his fields, as it is stated in an adjacent verse: “If your brother becomes poor and sells part of his ancestral land” (Leviticus 25:25).

[39] If consciousness of his sins does not come to him, ultimately he will be compelled to sell his house, as it is stated: “And if a man sells a dwelling house in a walled city” (Leviticus 25:29). The Gemara asks: What is different there, in the previous clause, where the tanna says that the sinner does not sense remorse, and what is different here, where he says that consciousness of his sins does not

come to him? The Gemara responds: This is in accordance with the statement of Rav Huna, as Rav Huna says: Once a person commits a transgression and repeats it, it is permitted to him.

[40] The Gemara asks: Can it enter your mind to say that it is actually permitted to him because he has transgressed twice? Rather, say that it becomes as though it were permitted to him, that is, after transgressing the prohibition twice he becomes accustomed to this behavior and no longer feels that it is a sin. If one transgresses the prohibition only once, he is apt to feel remorse. Once he repeats his transgression, he loses this sensibility concerning his sins and will no longer feel any remorse.

[41] Rabbi Yosei, son of Rabbi Ḥanina, continues: If consciousness of his sins does not come to him, ultimately he will be compelled to borrow with interest, as it is stated: “And if your brother becomes poor and his means fail with you, then you shall uphold him” (Leviticus 25:35), and it is written in the subsequent verse: “You shall take no interest or increase from him.”

[42] One does not come to borrow with interest until he has already been compelled to sell his daughter, as it is stated: “And when a man sells his daughter as a maidservant” (Exodus 21:7). The Gemara explains: And even though his daughter is not mentioned in that context in Leviticus, nevertheless, a person prefers to sell his daughter and not to borrow money with interest. This is because there, when one sells his daughter, the sum required in order to redeem her continuously decreases, while here, where one borrows with interest, his debt continuously increases. One may therefore assume that if one borrows with interest, he has already sold his daughter.

[43] If consciousness of his sins does not come to him, ultimately he will be compelled to sell himself, as it is stated: “And when your brother becomes poor with you and sells himself to you” (Leviticus 25:39). Not only will he be sold to you, a born Jew; rather, he will even be sold to a stranger, as it is stated: “And sells himself to the stranger” (Leviticus 25:47). And not only to a stranger who is a convert, but even to a gentile who resides in Eretz Yisrael and observes the seven Noahide mitzvot [ger toshav], as it is stated: “And sells himself to a ger toshav with you” (Leviticus 25:47).

[44] When the verse further states: “Or to the offshoot of a stranger’s family,” this is referring to the gentile relatives of a ger toshav, who are idolaters. When it says: “Or to the offshoot [le’eker] of a stranger’s family,” this is referring to one who is sold and becomes a servant to idol worship itself, i.e., he is put to work in a temple dedicated to idolatry. In any event, the baraita teaches that it is only due to an individual’s sins that he reaches such a low point that he must sell himself as a slave. If so, the verses dealing with a Hebrew slave should be interpreted in a stringent manner, so that the slave cannot easily be redeemed.

[45] Abaye said to that Sage: But the verse subsequently restores him, i.e., it requires that one strive to redeem him from slavery. As the tanna of the school of Rabbi Yishmael taught: Since he went and sold himself to a temple dedicated to idol worship, should I throw a stone after the fallen? In other words, perhaps he should be left to his own devices? The verse states: He shall have a perpetual right of redemption, and he shall leave in the Jubilee (see Leviticus 25:31, 48). The Gemara objects: Even so, you can say that he shall have a redemption so that he will not be assimilated among the gentiles, but actually, with regard to his redemption we will be stringent, as it is due only to his sins that he is enslaved.

[46] Rav Naḥman bar Yitzḥak said: Two verses are written with regard to redeeming someone who was sold to a gentile. It is written: “If there are yet many in the years, according to them he shall return the price of his redemption from the money that he was bought for” (Leviticus 25:51). And it is

written in the next verse: “And if there remain but few in the years until the Jubilee Year, then he shall reckon with him; according to his years he shall return the price of his redemption.”

47 Now, are there years with much time and years with little time? Every year is the same length. Rather, this means that if his monetary value appreciated during the years of his service, he is redeemed according to “the money that he was bought for,” which is the lower sum. And if his monetary value depreciated over time, one determines his value “according to his years,” i.e., according to his current value rather than according to his previous worth. The verse indicates that one acts leniently when calculating the redemption payment of a Hebrew slave.

48 The Gemara asks: But say that the verses should be interpreted as follows: “If there are yet many in the years,” is referring to a case where he served for two years, and four years of servitude remain. In this situation let him return to his master the value of four years of his servitude according to “the money that he was bought for.” And the phrase “if there remain but few in the years” is referring to a case where he served for four years and two years of servitude remain. In this situation let him return to his master the value of two years of his servitude “according to his years.”

49 The Gemara rejects this suggestion: If so, let the verse write: If there are yet many years. What is the meaning of the phrase “in the years”? Rather, this indicates that if his monetary value appreciated in the years of his service, he is redeemed according to “the money that he was bought for,” which is the lower sum. If his monetary value depreciated in the years, one determines his value “according to his years,” i.e., according to his current value. Upon hearing this explanation, Rav Yosef said: Rav Naḥman bar Yitzḥak interpreted these verses as truly as if the interpretation had been transmitted to Moses from Sinai.

50 § The mishna teaches: One may not sell his ancestral field that is located in a distant area and redeem with that money a field that he sold in a nearby area. Likewise, he may not sell a low-quality field and redeem with that money a high-quality field. And he may not borrow money and redeem the field, nor may he redeem the field incrementally, half now and half at a later date. The Gemara asks: From where are these matters derived? As the Sages taught with regard to the verse: “And he prospers and finds sufficient means to redeem it” (Leviticus 25:26), the phrase “and he prospers” teaches that the money he uses to redeem the field must be his own possession, meaning that he may not borrow money and redeem the field.

51 The baraita continues: “And finds sufficient means”; this excludes the usage of means that were previously available, meaning that one may not sell property that he owned at the time of the sale in order to redeem his field, e.g., he may not sell a field that is located in a distant area and redeem a field that is located in a nearby area, nor may he sell a low-quality field and redeem a high-quality field. “Sufficient means to redeem it”; this indicates that one may redeem his field if he possesses sufficient means to redeem the entire field, but he may not partially redeem his field.

52 The Gemara asks: Is this to say that the term “finds” indicates that the means were found now and were not previously available? But you can raise a contradiction to this premise from a baraita: The verse states with regard to an unintentional killer: “And one who goes into the forest with another to hew wood, and his hand fetches a stroke with the ax to cut down the tree, and the blade slips off the wood, and finds another person, and he dies, he shall flee to one of these cities and live” (Deuteronomy 19:5). The term “and finds” excludes one who introduces himself into the area of danger. From here Rabbi Eliezer said: If, after the stone departed from one’s hand, the other person

stuck his head out and received a blow from it and died, the killer is exempt from exile. Evidently, the term “finds” indicates an item that is there from the outset.

53 Rava said: Here, “finds” is interpreted according to the context of the verse, and here it is likewise interpreted according to the context of the verse. Here, with regard to redeeming a field, one interprets “finds” in a manner similar to the phrase “he prospers.” Just as “he prospers” is referring to funds that he acquires only now, so too “finds” indicates property that he finds only now, and not property that he owned from the outset. And here, with regard to an unintentional killer, one interprets “finds” in a manner similar to the term “forest.” Just as a forest is something that is there from the outset, so too, “finds” indicates something, i.e., an individual, that is there from the outset. This excludes an individual who was not in the vicinity when the ax slipped.

54 § The mishna teaches: But with regard to redeeming a field from the Temple treasury, it is permitted to redeem the field in any of these ways. This is a halakha where greater stringency applies with regard to redeeming a field from an ordinary individual than with regard to redeeming it from the Temple treasury. The Gemara asks: From where are these matters derived? As the Sages taught with regard to a verse dealing with one who consecrates his field: “And if the one who consecrates the field will indeed redeem it” (Leviticus 27:19). The phrase “will indeed redeem” teaches that one may borrow money and redeem his field, and one may partially redeem his field, despite the fact that one may not do so when redeeming a field from an ordinary individual.

55 Rabbi Shimon said: What is the reason for this leniency in the case of consecrated fields? It is because we find with regard to one who sells his ancestral field, that the Torah enhanced his power, in that if the Jubilee Year arrived and the field was not redeemed, it returns to its original owners in the Jubilee Year. Therefore, his power was diminished with regard to the manner of redemption, in that he cannot borrow money and redeem the field, and he cannot partially redeem it.

56 But with regard to one who consecrates his ancestral field, since his power was diminished, in that if the Jubilee Year arrived and the field was not redeemed, the field leaves the possession of the Temple treasury and passes to the possession of the priests and does not return to the original owner, the Torah therefore enhanced his power, in that he may borrow money and redeem his field, and he may partially redeem it.

57 The Gemara raises a contradiction between two baraitot with regard to redeeming a field from the Temple treasury: It is taught in one baraita: One may borrow money and redeem a field, and one may partially redeem it. And it is taught in another baraita: One may not borrow money and redeem a field, nor may one partially redeem it. The Gemara explains: It is not difficult. This baraita, which teaches that one may not borrow money and redeem his field, is in accordance with the opinion of the Rabbis; and that baraita, which states that one may borrow money and redeem his field, is in accordance with the opinion of Rabbi Shimon, who is lenient with regard to redeeming a field from the Temple treasury.

58 MISHNA: One who sells a house from among the houses of walled cities may redeem the house immediately, even without the consent of the buyer, and he may redeem the house during the entire twelve months following the sale, but not after that. When he redeems the house within the twelve-month period, he returns the sale price to the buyer, and this is ostensibly like a form of interest, as the buyer has effectively resided in the house for free in exchange for the fact that the buyer’s money

was in the possession of the seller. It is not considered interest, because the buyer owned the house during the period in which he resided in it.

59 If the seller died, his son may redeem the house from the buyer. If the buyer died, the seller may redeem it from the possession of the buyer's son. If the buyer sold the house to another, one calculates the year only from the time that the owner sold the house to the first buyer, as it is stated: "And if it is not redeemed until the passage of a full year for him, then the house that is in the walled city shall stand in possession of the one who bought it in perpetuity" (Leviticus 25:30). The term "for him" indicates that the year is calculated from when the initial owner sold the house.

60 When it says: "A full year," this serves to include the intercalated month in the year calculated from the sale, if it was a leap year. Rabbi Yehuda HaNasi says: The word "full" serves to give the seller a year and its addition, i.e., the year during which the house may be redeemed is not the 354-day lunar year, but the 365-day solar year. If the final day of the twelve-month period arrived and the house was not redeemed, the house has become the property of the buyer in perpetuity. This is the halakha with regard to both one who buys a house in a walled city and one to whom it is given as a gift, as it is stated: "Then the house that is in the walled city shall stand in possession of the one who bought it in perpetuity" (Leviticus 25:30).

61 GEMARA: The mishna teaches that one who sells a house in a walled city may redeem it immediately. The Gemara comments: The mishna is not in accordance with the opinion of Rabbi Yehuda HaNasi, as it is taught in a baraita that Rabbi Yehuda HaNasi says: The Torah states: "And if a man sells a dwelling house in a walled city, then he may redeem it until the completion of the year after it is sold; for days he shall have the right of redemption" (Leviticus 25:29). The word "days" means no fewer than two days, i.e., the house cannot be redeemed during the first two days after the sale.

62 The Gemara asks: And the Rabbis, what do they do with this word "days"? The Gemara answers: The Rabbis require it to teach the halakha that the year does not conclude with the arrival of Rosh HaShana, at the end of the calendar year; rather, it is calculated from day to day, that is, until the arrival of the date of the sale in the subsequent year. The Gemara asks: And Rabbi Yehuda HaNasi, from where does he derive that the year is calculated from day to day? The Gemara responds: He derives it from the phrase: "Until the completion of the year after it is sold" (Leviticus 25:29).

63 The Gemara asks: And the Rabbis, what do they do with this phrase? The Gemara responds: Actually, they require that phrase to teach that the calculated year is a year from his sale and not the year of the counting of the world, i.e., not the calendar year. And the Rabbis require the word "days" to teach that the year is calculated not only from day to day, but also from hour to hour, i.e., the year is completed only when the hour of the sale arrives in the subsequent year. As if one sought to derive this from the phrase "until the completion of the year after it is sold," I would say that with regard to calculating the year from day to day, yes, it is calculated in this manner, but with regard to calculating the year from hour to hour, no, it is not calculated in this manner. Rather, once the beginning of the day arrives the seller can no longer redeem the house. The Merciful One therefore wrote the word "days" to teach that the year is calculated from hour to hour.

64 The Gemara asks: And Rabbi Yehuda HaNasi, from where does he derive that the year is calculated from hour to hour? The Gemara answers that he derives it from the term "a full year" (Leviticus 25:30). The Gemara asks: And the Rabbis, what do they derive from the term "a full

year”? The Gemara responds: The Rabbis require that term to teach that the intercalated month of a leap year is included in the year of sale.

65 The Gemara objects: But Rabbi Yehuda HaNasi also requires that term to teach that the intercalated month of a leap year is included in the year of sale. The Gemara explains: Indeed, i.e., Rabbi Yehuda HaNasi derives the inclusion of the intercalated month from the term “a full year.” Rather, according to Rabbi Yehuda HaNasi, the fact that the year is calculated from day to day and from hour to hour constitutes one halakha, which is derived from the phrase “until the completion of the year after it is sold.”

66 § The mishna teaches: When one redeems a house among those of a walled city, this is ostensibly like a form of interest, as the seller returns the original sale price to the buyer and he does not subtract from it in exchange for the period during which the buyer resided in the house. This is not considered interest because the buyer owned the house during that period. The Gemara asks: But isn’t it taught in a baraita: This is fully considered interest, but in this case the Torah permitted it?

67 Rabbi Yoḥanan said: It is not difficult. This mishna is in accordance with the opinion of Rabbi Yehuda, and that baraita is in accordance with the opinion of the Rabbis. As it is taught in a baraita: Consider the case of one who had a debt of one hundred dinars against another, and the borrower made a conditional sale of his field to the lender, stipulating that if he does not repay the loan on time then the sale shall take effect retroactively from the present moment. As long as the seller, i.e., the borrower, consumes the produce of that field until the time the loan comes due, this arrangement is permitted. But if the buyer, i.e., the lender, consumes the produce during this time, the arrangement is prohibited, as it constitutes interest. The reason is that if the loan is repaid on time, the sale is nullified, which means that the produce consumed by the lender will have been consumed as payment for allowing the loan to remain in the borrower’s possession.

68 Rabbi Yehuda says: Even when the buyer consumes the produce, such an arrangement is permitted. Rabbi Yehuda said in support of his opinion: There was an incident involving Baitos ben Zunin, who made a conditional sale of his field by a similar arrangement under the direction of Rabbi Elazar ben Azarya, and in this case the buyer was consuming the produce. The Rabbis said to him: Do you seek to bring proof from there? Actually, it was the seller who was consuming the produce, and not the buyer.

69 The Gemara asks: What is the basis for the dispute between Rabbi Yehuda and the Rabbis? The Gemara responds: The dispute between them concerns the permissibility of an agreement involving an uncertain interest, i.e., an agreement that will involve interest only under certain circumstances. This is the case here, since if the loan is repaid the produce consumed by the lender constitutes interest, but if the loan is not repaid then the field is acquired retroactively by the lender and no interest is involved. The Gemara elaborates: The first tanna, i.e., the Rabbis, holds that uncertain interest is prohibited, and Rabbi Yehuda holds that uncertain interest is permitted.

70 Rava said: Everyone agrees that uncertain interest is prohibited; and here, the dispute between Rabbi Yehuda and the Rabbis concerns the permissibility of interest given on the condition that it will be returned. That is, in addition to the arrangement described in the baraita, the parties agreed that the buyer will consume the produce, and if the sale will later be nullified, then the buyer will reimburse the seller for the value of the produce. One Sage, the first tanna, holds that although the

interest is subsequently refunded, this practice is prohibited, and one Sage, Rabbi Yehuda, holds that this is permitted.

[71] § The mishna teaches: With regard to one who sells a house from among the houses of walled cities, if the seller died, his son may redeem the house from the buyer. The Gemara asks: This is obvious, as a son inherits his father's property. The Gemara responds: Lest you say that when the Merciful One states: "And if a man sells a dwelling house in a walled city, then he may redeem it until the completion of the year after it is sold" (Leviticus 25:29), this indicates that the man who redeems the house must be the same man who sold it, and this son did not sell; therefore, the same verse teaches us: "And he shall have the right of redemption," indicating that the right of redemption applies in any case, either to the seller or his son.

[72] The mishna further teaches: If the buyer died, the seller may redeem the house from the possession of the buyer's son. The Gemara asks: This, too, is obvious. The Gemara responds: Lest you say that the Merciful One states: "Then the house that is in the walled city shall stand in possession of the one who bought it in perpetuity" (Leviticus 25:30), and as this son did not buy the house, the buyer cannot redeem it from him; therefore, the previous verse teaches us: "He shall have the right of redemption," indicating that this right applies in any case, even from the buyer's son.

[73] § The mishna teaches that if the buyer sold the house to another, one calculates the year only from the time that the owner sold the house to the first buyer, as it is stated: "And if it is not redeemed until the passage of a full year for him" (Leviticus 25:30). The Sages taught: When the verse states "year," I do not know if one counts the year from when the owner sold it to the first buyer, or if one counts the year from when the first buyer sold it to the second. When the verse states: "Until the passage of a full year for him," you must say that it is a year from when the owner sold it to the first buyer.

[74] The Gemara asks: In such a case, if the owner did not redeem the house within one year of the first sale, to whom does it belong in perpetuity? Rabbi Elazar says: It belongs in perpetuity to the first buyer. Rabbi Yoḥanan says: It belongs in perpetuity to the second buyer. The Gemara asks: Granted, according to the opinion of Rabbi Elazar, it is understandable why the house belongs to the first buyer, as one calculates the year according to his acquisition. But according to the opinion of Rabbi Yoḥanan, what is the reason that the house belongs to the second buyer after the conclusion of one year from the acquisition of the first buyer? Rabbi Abba bar Memel says: What did the first buyer sell to the second buyer? He sold him any right to the field that will come into his possession. This includes the fact that the house will belong to him in perpetuity after the conclusion of one year from the first purchase.

[75] Rabbi Abba bar Memel says: If one sold two houses of walled cities, one on the fifteenth day of the first month of Adar in a leap year, and the other one on the first day of the second Adar, then the halakha is as follows: With regard to this house that he sold to him on the first day of the second Adar, once the first day of Adar of the next year arrives, it is counted as though a full year has elapsed. With regard to this house that he sold to him on the fifteenth day of the first Adar, it is not counted as though a full year has elapsed until the fifteenth day of Adar of the next year.

[76] Ravina objects to this: But let the first buyer say to the second: I preceded you and kindled a fire before you, i.e., I bought my house before you acquired yours. How, then, can you gain possession in perpetuity before me? The Gemara responds: This is due to the fact that the second buyer can say to

him: You descended to the house during the intercalated month, i.e., the first Adar, and as it is taught in the mishna, the seller has the right to redeem the house for an entire year, including the intercalated month.

77 And Rabbi Abba bar Memel says: If two lambs were born to a single owner, one on the fifteenth day of the first Adar, and the other one on the first day of the second Adar, then the halakha is as follows: With regard to this lamb that was born on the first day of the second Adar, once the first day of Adar of the next year arrives, it is counted as though a full year has elapsed, and if it was a firstborn it should be sacrificed before that time arrives ab initio. With regard to this lamb that was born to him on the fifteenth day of the first Adar, it is not counted as though a full year has elapsed until the fifteenth day of Adar of the next year.

78 Ravina again objects to this: But let the lamb that was born first say to the other lamb: I preceded you and ate vegetables before you, i.e., I was born first. The Gemara responds: This is due to the fact that the second lamb can say to the first: You descended to the world during the intercalated month, which is added to the year, whereas I did not descend to the world during the intercalated month.

79 The Gemara asks: Why do I also need this second halakha? This halakha with regard to the lambs is identical to that halakha concerning the houses. The Gemara answers: Lest you say that there, with regard to houses of walled cities, where it is written: “A full year” (Leviticus 25:30), this is indeed the halakha, but here, with regard to lambs, where it is not written: A full year, perhaps this is not the case; Rabbi Abba bar Memel therefore teaches us that by means of a verbal analogy between the words “year” and “year” the two cases derive their halakhot from each other. With regard to houses of walled cities, it is written: “And if it is not redeemed until the passage of a full year for him” (Leviticus 25:30), and it is written with regard to lambs: “Your lamb shall be without blemish, a male of the first year” (Exodus 12:5).

80 § The mishna teaches: When it states: “A full year” (Leviticus 25:30), this serves to include the intercalated month in the year calculated from the sale. Rabbi Yehuda HaNasi says: This serves to give the seller a year and its addition. With regard to this matter, the Sages taught in a baraita: “A full year”; Rabbi Yehuda HaNasi says: This means that one counts 365 days, in accordance with the number of days in a solar year, which are eleven more than in a lunar year. And the Rabbis say: One counts twelve months from day to day, and if an additional month was intercalated into the year, then the month was intercalated to the benefit of the seller, i.e., he has thirteen months to redeem his house.

81 § The mishna teaches: If the final day of the twelve-month period arrived and the house was not redeemed, it becomes the property of the buyer in perpetuity. This is the halakha with regard to one who buys a house in a walled city and one to whom it is given as a gift, as it is stated: “In perpetuity [latzemitut]” (Leviticus 25:30). With regard to this matter, the Sages taught: “Latzemitut” means in perpetuity; that is, the seller can no longer redeem the house against the buyer’s will, nor does it return to his possession in the Jubilee Year. Another matter derived from this verse is that “latzemitut” serves to include a house given as a gift. What is the reason, i.e., how is this derived from “latzemitut”? The verse could have stated tzemit, but instead it states tzemitut. The expanded term serves to include a house given as a gift.

82 The Sages said the above baraita before Rav Pappa, and then asked: In accordance with whose opinion is this ruling? Ostensibly, it is not in accordance with the opinion of Rabbi Meir, as if it is in

accordance with the opinion of Rabbi Meir, doesn't he say with regard to the return of an ancestral field in the Jubilee Year that a gift is not like a sale, i.e., an ancestral field given as a gift does not return to the original owner in the Jubilee Year? Likewise, a house in a walled city given as a gift should not become the perpetual property of the buyer after twelve months. Rav Pappa said: You may even say that the baraita is in accordance with the opinion of Rabbi Meir, and it is different here, as the Merciful One includes a house given as a gift through the term "latzemitut."

[83] The Sages said to Rav Pappa, and some say that Rav Huna, son of Rav Yehoshua, said to Rav Pappa: But consider the case of the Jubilee Year, as it is written: "In this year of Jubilee you shall return every man unto his possession" (Leviticus 25:13), and the Sages teach that this verse serves to include the gift, and yet Rabbi Meir does not include a gift. Rather, this baraita is certainly not in accordance with the opinion of Rabbi Meir.

[84] § The Sages taught: With regard to one who consecrates a house among the houses of walled cities, this individual may redeem it from the Temple treasury, and he may always redeem it, even after the first year, unlike a sale. If another redeemed the house from the possession of the Temple treasury, and the final day of the twelve-month period from its redemption arrived and the house was not redeemed by its owner, the house has become the property of the other individual in perpetuity.

[85] The Gemara asks: From where is this matter derived? Shmuel says: As the verse states: "And if it is not redeemed until the passage of a full year for him, then the house that is in the walled city shall stand in possession of the one who bought it in perpetuity, throughout his generations; it shall not go out in the Jubilee" (Leviticus 25:30). The verse indicates that the house belongs in perpetuity to "the one who bought it," even if he purchased it from the possession of the Temple treasury. The Gemara asks: But why is the consecrator always capable of redeeming the house from the possession of the Temple treasury? Let it belong to the Temple treasury in perpetuity if it is not redeemed within one year. The Gemara answers that the verse states: "Throughout his generations." Excluded, therefore, is the Temple treasury, as it is not a person and it does not have generations.

[86] The Gemara asks: Why do I need the phrase in the above verse: "It shall not go out in the Jubilee"? After all, it already stated: "In perpetuity." Rav Safra said: This phrase is necessary only for the case of one who sells a house among the houses of walled cities and the Jubilee Year arrived during the year of the sale. It might enter your mind to say that the house should leave the possession of the buyer to enter the possession of its owner in the Jubilee Year. Therefore, the verse teaches us: "It shall not go out in the Jubilee," to teach that this is not the case.

[87] MISHNA At first, the buyer would conceal himself on the final day of the twelve-month period, in order to ensure that it would become his in perpetuity. Hillel instituted that the seller would place [ḥolesh] his money in the chamber of the court and that he will break the door and enter the house, and when the other individual, i.e., the buyer, will wish to do so, he may come to the chamber and take his money.

[88] GEMARA Rava says: It may be inferred from the ordinance of Hillel in the mishna that if one says to his wife: This is your bill of divorce on the condition that you will give me two hundred dinars, and she gave the money to him with his consent, then she is divorced. But if she gave it to him against his will, she is not divorced.

89 The Gemara elaborates: From the fact that it was necessary for Hillel to institute that giving against the will of the receiver is considered giving, in the case of houses of walled cities, one may infer that in general, giving against the will of the recipient is not considered giving.

90 Rav Pappa objects to this, and some say that it was Rav Ashi who objected: But perhaps when it was necessary for Hillel to institute this ordinance, it was specifically for a case where the seller gives the money not in the presence of the buyer; but if he repays the buyer in his presence, then whether the buyer was repaid with his consent or whether it was against his will, it is considered a valid act of giving.

91 There are those who say an opposite version of this discussion, i.e., that Rava says: One may infer from the ordinance of Hillel that if one says to his wife: This is your bill of divorce on the condition that you will give me two hundred dinars, and she gave it to him, whether it was with his consent or whether it was against his will, it is a valid act of giving. And this is because when it was necessary for Hillel to institute this ordinance, it was specifically for a case where the seller gives the money not in the presence of the buyer. But if the seller repays him in his presence, whether the buyer was repaid with his consent or whether it was against his will, it is considered a valid act of giving.

92 Rav Pappa objects to this, and some say it was Rav Shimi bar Ashi who objected: But perhaps, whether she gives him the money in his presence or not in his presence, if she gives it with his consent, yes, it is valid, but if she gives it against his will, it is not considered a valid act of giving. And Hillel instituted what was necessary, to remedy the practical occurrence that buyers would hide themselves at the end of the year. But even if the seller finds the buyer and the buyer refuses to accept payment, it would be necessary for Hillel to institute an ordinance.

93 MISHNA The halakhic status of any area that is located within the city wall is like that of the houses of walled cities in terms of its redemption, except for the fields located therein. Rabbi Meir says: Even the fields are included in this category. With regard to a house that is built in the wall itself, Rabbi Yehuda says: Its halakhic status is not like that of the houses of walled cities. Rabbi Shimon says: The outer wall of the house is considered the city wall, and therefore it has the status of a house in a walled city.

94 GEMARA The Sages taught: The verse states: “Then the house that is in the walled city shall stand in possession of the one who bought it in perpetuity” (Leviticus 25:30). I have derived only that this is the halakha with regard to a house; from where is it derived to include olive presses, bathhouses, towers, dovecotes, pits, ditches, and caves? The verse states: “That is in the walled city,” indicating that anything situated within the city is included. If so, one might have thought that I should include even the fields that are inside the city. Therefore, the verse states: “House,” which excludes a field; it does not resemble a house in any way, since it does not contain any items. This is the statement of Rabbi Yehuda.

95 Rabbi Meir says: The verse states: “House.” I have derived only a house; from where is it derived to include olive presses, bathhouses, towers, dovecotes, pits, ditches, and caves, and even fields? The verse states: “That is in the walled city,” to include anything inside the city.

96 The Gemara questions the statement of Rabbi Meir: But isn’t it written: “House”? If Rabbi Meir includes even a field, what is excluded by the word “house”? Rav Ḥisda said that Rav Ketina said: Actually, everyone agrees that the term “house” serves to exclude a field. The difference of opinion between Rabbi Meir and Rabbi Yehuda is with regard to a quarry and a sand bed. According to Rabbi

Meir, such areas are considered similar to houses and are therefore included in the halakha. The Gemara adds: And it is likewise taught in a baraita: With regard to a quarry and a sand bed inside the walls of a city, Rabbi Meir says: They are considered like houses, and Rabbi Yehuda says: They are considered like fields.

97 § The mishna teaches: With regard to a house that is built in the wall itself, Rabbi Yehuda says: Its halakhic status is not like that of the houses of walled cities, and Rabbi Shimon says: The outer wall of the house is considered the city wall. Rabbi Yoḥanan says: And both of them derived their opinions from one verse: “Then she let them down by a cord through the window; for her house was upon the side of the wall; and she dwelt upon the wall” (Joshua 2:15). Rabbi Shimon holds that the last phrase should be understood in accordance with the simple meaning of the verse, that her house was attached to the outer wall and it was considered inside the walled city; and Rabbi Yehuda holds that “she dwelt upon the wall” means she was a resident of the wall itself, but not a resident of the city enclosed within the wall.

98 MISHNA The halakhic status of a house in a city whose houses are attached and their rooftops constitute the top of its wall, and likewise, the status of a house in a city that is not surrounded by a wall from the era of Joshua, son of Nun, even if a surrounding wall was constructed during a later period, is not like that of the houses of walled cities. And these are the houses of walled cities: Any city in which there are at least three courtyards, each containing two houses, and which is surrounded by a wall from the era of Joshua, son of Nun, e.g., the ancient fort [katzra] of Tzippori, and the fortress [ḥakra] of Gush Ḥalav, and ancient Yodfat, and Gamla, and Gedod, and Ḥadid, and Ono, and Jerusalem, and likewise other similar cities.

99 GEMARA With regard to the statement of the mishna that the halakhic status of a house in a city whose rooftops constitute the top of its wall is not like that of the houses of walled cities, the Sages taught: When the verse states: “The house that is in the city that has a wall” (Leviticus 25:30), this is referring specifically to a city that has an actual wall and not merely a wall of roofs. When the next verse states: “But the houses of the villages that have no wall round about them shall be reckoned with the fields of the country,” this serves to exclude Tiberias from being considered a walled city, as the sea is its wall on one side and it is not fully encircled by a physical wall.

100 Rabbi Eliezer bar Yosei says: Since the verse states: “Which has [lo] a wall,” with lo written with an ales, according to which the verse may also be taken to mean: Which does not have a wall, this indicates that even if a city does not have a wall now, but it had a wall before, in the era of Joshua, son of Nun, it retains its status as a walled city.

101 § The mishna teaches: And these are the houses of walled cities: The ancient fort of Tzippori, and the fortress of Gush Ḥalav, and ancient Yodfat, and Gamla, and Gedod, and Ḥadid, and Ono, and Jerusalem, and likewise other similar cities. The Sages taught in a baraita: Gamla is in the Galilee, and Gedod is in Transjordan, and Ḥadid and Ono and Jerusalem are in Judea. The Gemara asks: What is the tanna of this baraita saying? Are these the only walled cities in the Galilee, Transjordan, and Judea?

102 Abaye said: This is what the baraita is saying: Until Gamla in the Galilee, i.e., all towns in the Galilee from Gamla southward were surrounded by a wall from the era of Joshua, son of Nun; and likewise, all towns until Gedod in Transjordan, which is the easternmost city, were surrounded by a

wall; and Ḥadid and Ono and Jerusalem in Judea were surrounded by a wall from the era of Joshua, son of Nun.

103 Rava said a different explanation: The baraita is elucidating the mishna, which mentions these cities. The baraita is teaching that the Gamla referred to in the mishna is the one in the Galilee, to the exclusion of any Gamla found in other lands, i.e., Judea and Transjordan. Likewise, Gedod is the one in Transjordan, to the exclusion of Gedod in other lands, Judea and the Galilee. In the same vein, Ḥadid, Ono, and Jerusalem are specifically the cities in Judea known by those names. With regard to those other cities mentioned in the mishna, e.g., Yodfat, since there are no cities in other lands with similar names, it was not necessary for the tanna of the baraita to state them.

104 The Gemara asks: And is ownership of a house in Jerusalem transferred in perpetuity to the buyer after one year, in the manner of houses of walled cities? But isn't it taught in a baraita: Ten matters were stated with regard to Jerusalem, one of which is that ownership of a house situated in Jerusalem is not transferred in perpetuity one year after its sale?

105 Rabbi Yoḥanan said: The tanna means that ownership of a house may be transferred in perpetuity in any city that is like Jerusalem, i.e., which is surrounded by a wall from the era of Joshua, son of Nun, but the halakha with regard to such a city is not like Jerusalem itself, since while with regard to Jerusalem, ownership of a house inside it is not transferred in perpetuity, here, with regard to cities similar to Jerusalem, a house in them may be transferred in perpetuity to the buyer. Rav Ashi said a different answer: Didn't Rav Yosef say in resolution of another difficulty: There were two places called Kadesh? Here, too, one can say that there were two places called Jerusalem in Judea, and the mishna is referring to the one where ownership of houses transfers in perpetuity.

106 § With regard to the cities listed in the mishna, it is taught in a baraita that Rabbi Yishmael, son of Rabbi Yosei, says: Why did the Sages count specifically these cities as those walled since the days of Joshua, son of Nun? They counted them because when the exiles ascended to Eretz Yisrael from Babylonia, they discovered these cities and sanctified them; but the sanctity of the first walled cities was nullified when the sanctity of the land was nullified and the Jewish people were exiled. The Gemara notes: Apparently, Rabbi Yishmael, son of Rabbi Yosei, holds that the initial consecration of Eretz Yisrael in the days of Joshua consecrated it for its time, until the exile, but did not consecrate Eretz Yisrael forever.

107 The Gemara asks: But raise a contradiction from another baraita: Rabbi Yishmael, son of Rabbi Yosei, said: And were these cities enumerated in the mishna the only walled cities from the days of Joshua? But isn't it already stated: "There was not a city that we took not from them; sixty cities, all the region of Argob…all these cities were fortified with high walls, gates, and bars" (Deuteronomy 3:4–5)? Rather, why did the Sages specifically count these cities? They counted them because when the exiles ascended from Babylonia they discovered these and sanctified them. The Gemara interjects: Can the baraita really mean that they sanctified them? But we say later in the same baraita that it is not necessary to sanctify them. Rather, the baraita means that they found these cities and counted them in the mishna.

108 The baraita continues: And not only these; rather, with regard to any city for which you receive a tradition from your ancestors that it is surrounded by a wall from the days of Joshua, son of Nun, all these mitzvot of walled cities are observed in it, due to the fact that the initial consecration of Eretz

Yisrael consecrated it for its time and consecrated it forever. Evidently, Rabbi Yishmael, son of Rabbi Yosei, holds that the initial consecration of Eretz Yisrael is eternal.

109 The Gemara responds: If you wish, say that this is a dispute between two tanna'im, and they disagree with regard to the opinion of Rabbi Yishmael, son of Rabbi Yosei. And if you wish, say instead that one of the baraitot, specifically the second one, was actually said by Rabbi Elazar bar Yosei. As it is taught in a baraita that Rabbi Elazar bar Yosei says: Since the verse states: "Which has [lo] a wall," with lo written with an ales, according to which the verse may also be taken to mean: Which does not have a wall, this indicates that even if a city does not have a wall now, but it had a wall before, in the era of Joshua, son of Nun, it retains its status as a walled city.

110 § The Gemara asks: What is the reasoning of the one who says that the initial consecration of Eretz Yisrael consecrated it for its time, but did not consecrate it forever? As it is taught in a baraita: It is written with regard to the return from Babylonia: "And all the congregation of those that were coming back out of the captivity made sukkot, and dwelt in sukkot, for since the days of Joshua, son of Nun, unto that day the children of Israel had not done so. And there was very great joy" (Nehemiah 8:17). Now, is it possible that King David came and the Jews in his time and all subsequent generations did not make sukkot, until Ezra came?

111 Rather, when the verse states: "For since the days of Joshua," it means to compare their arrival in Eretz Yisrael in the days of Ezra to their arrival in the days of Joshua: Just as with regard to their arrival in the days of Joshua, they counted Sabbatical Years and Jubilee Years and they sanctified walled cities, so too, with regard to their arrival in the days of Ezra, they counted Sabbatical Years and Jubilee Years and they sanctified walled cities.

112 And so it says with regard to the return of the Jews from exile: "And the Lord your God will bring you into the land that your fathers possessed, and you shall possess it" (Deuteronomy 30:5). The verse compares your possession to the possession of your fathers: Just as the possession of your fathers came with the renewal of all these matters, i.e., the Sabbatical Year and the Jubilee Year, and terumot and tithes, so too your possession comes with the renewal of all these matters, as the initial consecration was nullified.

113 The Gemara asks: And the tanna who maintains the other opinion, that the initial consecration of Eretz Yisrael is eternal, how does he interpret the verse in Nehemiah? The Gemara answers that when the verse states: "For since the days of Joshua," this is not referring to actual sukkot; rather, the verse means that Ezra prayed for mercy with regard to the evil inclination of idol worship and nullified it, and the merit of his prayer protected them like a sukka.

114 The Gemara adds: And this is the reason that the verse criticizes Joshua for not praying for the removal of this inclination himself. How is this criticism indicated in the verse? As in every other place in the Bible, his name is written as: Yehoshua, and here it is written: Yeshua. The Gemara explains why the verse singles out Joshua for criticism: Granted, Moses, the first leader of the Jewish people, did not pray for mercy that this inclination should be removed, as at the time there was no merit of Eretz Yisrael; but Joshua, who had the merit of Eretz Yisrael, why didn't he pray for mercy that this inclination should be nullified?

115 The Gemara asks: But according to the opinion that the initial consecration was not nullified, isn't it written: "Which your fathers possessed and you shall possess it"? This verse apparently indicates that it was necessary to sanctify Eretz Yisrael a second time. The Gemara answers:

According to this opinion, this is what the verse is saying: Since your fathers possessed the land, you too possess it, and there is no need to sanctify it again.

[116] The baraita cited earlier teaches that the Jews began counting the Jubilee Year upon their return from exile. The Gemara asks: But did they count Sabbatical Years and Jubilee Years in the days of Ezra? Now, if from the time that the tribe of Reuben and the tribe of Gad and half the tribe of Manasseh were exiled (see I Chronicles 5:26) the counting of Jubilee Years was nullified, despite the fact that a majority of Jews lived in Eretz Yisrael, then in the time of Ezra, about which it is written: "The whole congregation together was 42,360" (Ezra 2:64), would they have counted Jubilee Years?

[117] As it is taught in a baraita: From the time that the tribe of Reuben and the tribe of Gad and half the tribe of Manasseh were exiled, the counting of Jubilee Years was nullified, as it is stated: "And you shall proclaim liberty throughout the land to all its inhabitants; it shall be a Jubilee for you" (Leviticus 25:10), indicating that the halakhot of the Jubilee Year apply only when all its inhabitants are in Eretz Yisrael, and not when some of them have been exiled.

[118] The baraita continues: One might have thought that if all the Jews were living in Eretz Yisrael, but they are intermingled, e.g., the tribe of Benjamin is living in the portion of the tribe of Judah, and the tribe of Judah in the portion of the tribe of Benjamin, that the Jubilee Year should be in effect. Therefore, the verse states: "To all its inhabitants," which teaches that the Jubilee Year applies only when its inhabitants are living according to their proper arrangment, and not when they are intermingled. How, then, could those who returned from exile have counted the Jubilee Years?

[119] Rav Naḥman bar Yitzḥak said: They counted Jubilee Years in order to sanctify Sabbatical Years. That is, at the end of every seven cycles of the Sabbatical Year they would count the fiftieth year as a Jubilee Year, so that the next Sabbatical cycle would begin in its proper time, in the fifty-first year. Nevertheless, the halakhot of the Jubilee Year were not in effect.

[120] The Gemara objects: This works out well according to the Rabbis, who say that the fiftieth year is not included in the counting of the cycle of Sabbatical Years. It was therefore necessary to count the Jubilee Year. But according to Rabbi Yehuda, who says that the fiftieth year is counted for here and for there, i.e., it is both the fiftieth year of the previous cycle and the first year of the subsequent cycle, why do I need for them to count the Jubilee Years? If the Jubilee Year is not in effect, then it is enough to count the Sabbatical Years. The Gemara explains: That baraita is certainly not in accordance with the opinion of Rabbi Yehuda.

[121] The Gemara asks: And did they not count Sabbatical Years and Jubilee Years once the tribes of Reuben and Gad and half the tribe of Manasseh were exiled? But isn't it written that Jeremiah, who lived many years later, said: "At the end of seven years you shall let go every man his brother that is a Hebrew, that has been sold unto you, and has served you six years, you shall let him go free from you; but your fathers did not listen unto Me, nor inclined their ear" (Jeremiah 34:14)?

[122] The Gemara continues: And we discussed this verse: Why does it state: "At the end of seven years you shall let go every man"? But isn't it written in the same verse: "And has served you six years"? And Rav Naḥman bar Yitzḥak says: The verse is referring to two separate individuals. The phrase "and has served you six years" is referring to a typical Hebrew slave who was sold, who goes free after six years (see Exodus 21:2), and the phrase "at the end of seven years" is referring to a slave whose ear was pierced with an awl to extend his tenure. Such an individual remains a slave until the Jubilee Year, even if that is the following year, i.e., the end of the seventh year. If so, the

verse indicates that the Jubilee Year was in effect in the times of Jeremiah, even though the tribes of Reuben, Gad, and half the tribe of Manasseh were exiled.

123 The Gemara answers: That verse was not stated by Jeremiah in the form of a command; rather, it is written in the form of reproof. That is, the prophet Jeremiah is saying to the Jewish people: Did you send free the pierced slaves when the Jubilee Year was observed? The Gemara asks: But isn't it written there: "And they listened and let them go" (Jeremiah 34:10)? Evidently, the entire passage is referring to matters occurring in the present.

124 Rather, Rabbi Yoḥanan says: Indeed, the Jubilee Year was not in effect once the tribes of Reuben, Gad, and half the tribe of Manasseh were exiled. But Jeremiah brought back all the exiled tribes, and Josiah, son of Amon, ruled over them. And from where do we derive that Jeremiah brought them back? As it is written: "For the seller shall not return to that which he has sold" (Ezekiel 7:13). Ezekiel prophesied that there will come a time when fields will not be returned to the owners in the Jubilee Year. Now, is it possible that the Jubilee Year had already been nullified and yet the prophet is prophesying that it will be annulled in the future? Rather, this teaches that Jeremiah brought back the exiled tribes.

125 And from where do we derive that Josiah ruled over all the ten tribes exiled by Assyria? As it is written: "And as Josiah turned himself, then he spied the sepulchres…then he said: What monument is that which I see? And the men of the city told him: It is the tomb of the man of God who came from Judah and proclaimed these things that you have done against the altar of Bethel" (II Kings 23:16–17).

126 Now, what connection does Josiah, king of Judah, have with the altar at Bethel, a city in the kingdom of Israel? Rather, this indicates that when Jeremiah brought back the ten tribes, Josiah ruled over them. Rav Naḥman bar Yitzḥak said: The fact that the tribes returned may be derived from here: "Also, O Judah, there is a harvest appointed for you, when I would return the captivity of My people" (Hosea 6:11). That is, when the ten tribes will return from their captivity, a king of Judah will rule over them.

127 MISHNA With regard to the houses of the unwalled courtyards mentioned in the Torah (see Leviticus 25:31), i.e., houses in villages that are not surrounded by walls, one accords them the exceptional provisions that apply to houses of walled cities and the exceptional provisions that apply to fields. Therefore, they are redeemed immediately and for the entire twelve months following the sale, like in the sale of houses of walled cities, and not like fields, which may be redeemed only after two years. And they leave the possession of the buyer during the Jubilee Year or with a per annum deduction from the money of the sale price, like the sale of fields. By contrast, houses of walled cities become the possession of the buyer in perpetuity after one year, and if they are redeemed within the year, one pays the full sale price.

128 GEMARA The Sages taught: The verse states: "But the houses of the courtyards that have no wall round about them shall be reckoned with the fields of the country; they may be redeemed, and they shall go out in the Jubilee" (Leviticus 25:31). The verse juxtaposed houses of unwalled courtyards to an ancestral field: Just as an ancestral field leaves the possession of the buyer in the Jubilee Year or with a per annum deduction from the money of the sale price, so too, houses of the unwalled courtyards leave the possession of the buyer in the Jubilee Year or with the per annum deduction from the money of the sale price.

[129] The baraita continues: If one derives the halakha from an ancestral field, then just as an ancestral field may not be redeemed less than two years after its sale, so too, houses of the unwalled courtyards may not be redeemed less than two years after their sale. Therefore, the verse states: “They may be redeemed,” indicating that they may be redeemed immediately. The baraita continues: Since you have accorded houses of the unwalled courtyards the exceptional provisions that apply to fields and the exceptional provisions that apply to the houses of walled cities, one might have thought that they do not leave the possession of the buyer in the Jubilee Year. Therefore, the verse states: “And they shall go out in the Jubilee.”

[130] The Gemara asks: What is the tanna of the baraita saying in the last clause, i.e., why might one think that such houses do not leave the possession of the buyer in the Jubilee Year? After all, ancestral fields leave the possession of the buyer in the Jubilee Year, and the tanna teaches that the exceptional provisions of an ancestral field apply to houses in unwalled courtyards. Rav Huna said: The verse is necessary only for the case of one who consecrates a house among the houses of the unwalled courtyards, and another redeemed it from the possession of the Temple treasury, and the Jubilee Year arrived in the second year after its redemption.

[131] Rav Huna elaborates: To what will you compare this case? If you compare this house to houses of walled cities that were consecrated and redeemed by another, then the house belongs to the buyer in perpetuity by the end of the first year (see 31b). If you compare it to an ancestral field that was consecrated and redeemed by another, it leaves to the possession of the priests in the Jubilee Year (see 25a). For this reason it was necessary for the verse to state: “And they shall go out in the Jubilee,” to teach that houses in unwalled courtyards which were consecrated and redeemed by another are returned to their owners in the Jubilee Year.

[132] Rav Zeira objects to this: Why is it necessary to interpret this verse as referring specifically to a case where another redeemed the house from the Temple treasury? Even if another did not redeem it, the house should also be returned to its owner in the Jubilee Year, as the verse states simply: “And they shall go out in the Jubilee.” Abaye said to Rav Zeira: An unredeemed house is not returned to its owners in the Jubilee Year, so that people will not say that consecrated property can leave the possession of the Temple treasury without redemption.

[133] The Gemara adds: And from where do we derive that consecrated property does not leave the possession of the Temple treasury without redemption? We derive it from the halakha with regard to a Levite: And what, if with regard to a Levite, whose power is enhanced with regard to his sale, as a Levite may always redeem a field or house that he sold (see mishna in 33b), his power is diminished with regard to his consecration, as a field that he consecrated does not leave the possession of the Temple treasury until he redeems it; then with regard to an Israelite, whose power is diminished with regard to his sale, since if he sells an ancestral field he may not redeem it for the first two years, and he may redeem a house of a walled city only within one year of the sale, is it not logical that his power is diminished with regard to his consecration and that if he consecrated a house of an unwalled courtyard he must redeem it from the Temple treasury before it enters his possession?

[134] The Gemara asks: And there, with regard to a Levite, from where do we derive that his consecrated property does not leave the possession of the Temple treasury without redemption? As it is taught in a baraita with regard to the verse: “And if a man purchases from the Levites, the house that was sold in the city of his possession shall go out during the Jubilee Year” (Leviticus 25:33).

From the phrase “that was sold…shall go out” I would derive that any item sold by a Levite returns to him in the Jubilee Year, even his slaves, movable property, and promissory notes. Therefore, the verse states: “House…in the city of his possession,” which teaches that these items do not return to the Levite without redemption.

135 The baraita continues: What is the meaning when the verse states: “That was sold”? The verse teaches that a house or field that was sold by a Levite leaves the possession of the buyer and enters the Levite’s possession for free in the Jubilee Year, but the consecration of a Levite does not leave for free in the Jubilee Year; rather, it leaves only with redemption.

136 The Gemara notes: And Rav Huna, who says that a house in an unwalled courtyard that was consecrated and subsequently redeemed by another returns to the original owner in the Jubilee Year, disagrees with Rabbi Oshaya. As Rabbi Oshaya says: All items were included in the command: And he will give the money and it will be assured to him (see Leviticus 27:19), i.e., one who redeems an item from the Temple treasury becomes its owner in all regards.

137 When the verse specified with regard to an ancestral field: “But the field, when it goes out in the Jubilee, shall be holy unto the Lord, as a field dedicated; his ancestral field shall be for the priest” (Leviticus 27:21), one derives that it is only with regard to a field that one can redeem it and yet it leaves the possession of the Temple treasury to enter the possession of the priests in the Jubilee Year. But with regard to these houses in unwalled courtyards that were consecrated and redeemed by another, they remain in their current state, i.e., in the possession of the one who redeemed them.

138 The Gemara asks: According to Rabbi Oshaya, why do I need the phrase “and they shall go out in the Jubilee”? Rav Pappa said: It is necessary only for the case of one who sells a house among the houses of the unwalled courtyards and the Jubilee Year arrived in the second year. The verse indicates that the house is nevertheless returned to the seller.

139 Rav Pappa elaborates: To what will you compare this case? If you compare this case to one of the houses of walled cities that was sold, then the house belongs to the buyer in perpetuity at the end of the first year. And if you compare it to the case of an ancestral field that was sold, then it requires completion of another year after the Jubilee Year, as taught in a baraita cited earlier (29b): If the buyer consumed an ancestral field’s produce for one year before the Jubilee Year, he completes another year after the Jubilee Year. For this reason it was necessary for the verse to state: “And they shall go out in the Jubilee,” to teach that in such a case the house of an unwalled courtyard returns to the possession of the original owner.

140 The Gemara notes: It is taught in a baraita in accordance with the opinion of Rav Huna, and this baraita is a conclusive refutation of the opinion of Rabbi Oshaya: With regard to one who consecrates a house among the houses of unwalled courtyards, this individual may redeem the house immediately and he may redeem it always. If another individual redeemed it from the possession of the Temple treasury, and the Jubilee Year arrived and it was not redeemed by the original owner, the house returns to the owner in the Jubilee Year.

141 MISHNA And these are the houses of the unwalled courtyards whose halakha was taught in the previous mishna: Any city in which there are two courtyards each containing two houses, although it is surrounded by a wall from the era of Joshua, son of Nun, their halakhic status is like that of the houses of the unwalled courtyards.

142 GEMARA The Sages taught: By inference from that which is stated: “The houses of the courtyards” (Leviticus 25:31), do I not know that they have no wall around them? If so, what is the meaning when the verse states: “Which have no wall”? It means that there are certain places that even though they have a wall, they are considered like places that do not have a wall. And how many, i.e., what is considered such a place? The term “houses” indicates a minimum of two, and the term “courtyards” likewise indicates a minimum of two. Therefore, if a city has only two courtyards each containing two houses, its houses are considered like the houses of the unwalled courtyards.

143 The Gemara objects: But you can say that the phrase: Houses of the courtyards, means one house and one courtyard, i.e., one house in each courtyard. Consequently, if each courtyard contains two houses, the city should be considered like a walled city. The Gemara explains: If so, let the Merciful One write: “Courtyards,” without mentioning houses, as a courtyard must contain at least one house. And if you would say: If the Merciful One had written only: “Courtyards,” then one might mistakenly have concluded that the verse indicates a courtyard without a house and that if the courtyard contains a house then the city is considered walled, one could not have arrived at that conclusion, since such an area is called an enclosure [karpef], not a courtyard.

144 MISHNA An Israelite who inherited a house in a walled city from his mother’s father who was a Levite does not redeem the house in accordance with this procedure delineated in the previous mishnayot; rather, if he sold the inherited house, he may redeem it always, like a Levite. And likewise, a Levite who inherited a house in a walled city from his mother’s father who was an Israelite does not redeem the house in accordance with this procedure delineated in the previous mishnayot.

145 The mishna provides the source for these halakhot: As it is stated: “And if a man purchases from the Levites, the house that was sold in the city of his possession shall go out during the Jubilee Year; as the houses of the cities of the Levites are their possession among the children of Israel” (Leviticus 25:33). The verse indicates that the ability to always redeem the house of a Levite does not apply unless the one selling the house will be a Levite and the house is located in the cities of the Levites. This is the statement of Rabbi Yehuda HaNasi. And the Rabbis say: These matters are stated only with regard to a house in the cities of the Levites, even if the owner was not a Levite.

146 GEMARA The mishna teaches that according to Rabbi Yehuda HaNasi, if an Israelite sold a house in a walled city that he inherited from his mother’s father who was a Levite, he does not redeem it in accordance with the procedure delineated in the previous mishnayot. The Gemara asks: Rather, like whom does he redeem it? He redeems it like a Levite. But Rabbi Yehuda HaNasi then teaches that the ability to always redeem the house of a Levite does not apply unless the one selling the house will be a Levite and the house is located in the cities of the Levites. If so, an Israelite who inherited a house in a walled city from his mother’s father who is a Levite should redeem it in the manner of an Israelite.

147 The Gemara answers: Say that the mishna means that an Israelite who inherited a house in a walled city from his mother’s father who was a Levite redeems that house only in accordance with this procedure delineated in the previous mishnayot, i.e., he has only one year to redeem it, after which the house becomes the possession of the buyer in perpetuity. And this is always the halakha unless the one selling the house will be a Levite and the house is located in the cities of the Levites, in which case he can always redeem it. This is the statement of Rabbi Yehuda HaNasi.

148 The Gemara asks: Granted, the house must be from the cities of the Levites, as it is written: “As the houses of the cities of the Levites are their possession” (Leviticus 25:33). But from where do we derive that the one selling the house must also be a Levite for these halakhot to apply? The Gemara responds: As it is written in the same verse: “And if a man purchases from the Levites…shall go out during the Jubilee Year.” The verse is referring specifically to a Levite who sells his house.

149 The Gemara adds that it is likewise taught in a baraita: Given that the verse already states: “The Levites shall have a perpetual right of redemption” (Leviticus 25:32), why does the next verse state: “And if a man purchases from the Levites…shall go out during the Jubilee Year”?It is because one might have thought: A Levite may always redeem from an Israelite the house that he sold, as this Levite’s power was enhanced, in that he can redeem always, and that Israelite’s power was diminished, as he may redeem only within one year. But a Levite may not always redeem from another Levite, as this one’s power was enhanced and that one’s power was equally enhanced. Rather, the Levite may redeem only within one year of the sale. Therefore, the verse states: “And if a man purchases from the Levites,” which literally means: And if a man redeems from the Levites, which teaches that even a Levite who redeems a house purchased by another Levite can always redeem the house.

150 The baraita continues: When the verse states: “From the Levites,” this teaches that some Levites may always redeem their houses, but not all the Levites. Excluded is a Levite who is a son born from an incestuous or adulterous relationship [mamzer], or a Gibeonite, i.e., his mother is from the Gibeonites, as these are disqualified from entering the congregation of the Jewish people (see Yevamot 78a). If such a Levite inherited from his father and sold a house from the cities of the Levites, he does not redeem it as a Levite.

151 The mishna teaches: And the Rabbis say: These matters are stated only with regard to a house in the cities of the Levites, even if the owner was not a Levite. The Gemara explains: But according to the Rabbis, we do not say that the ability to always redeem the house of a Levite does not apply unless the one selling the house will be a Levite. Rather, the Rabbis hold that anyone who inherits a portion in a Levite city may redeem that portion as a Levite, even if he himself is not a Levite.

152 MISHNA: The Levites received two thousand cubits surrounding their cities, one thousand cubits of empty lots and one thousand cubits for fields and vineyards. One may neither render a field an empty lot nor an empty lot a field. Similarly, one may neither incorporate an empty lot into a city nor render part of a city an empty lot.

153 Rabbi Elazar said: In what case is this statement said? It applies in the cities of the Levites. But in the cities of the Israelites one may render a field an empty lot but not an empty lot a field, and one may incorporate an empty lot into a city but not render part of a city an empty lot, in order to ensure that they will not thereby destroy the cities of Israel. The priests and the Levites may sell their fields and houses always and may redeem them always, as it is stated: “The Levites shall have a perpetual right of redemption” (Leviticus 25:32). Priests are also members of the tribe of Levi.

154 GEMARA: The mishna teaches that Rabbi Elazar said: In what case is this statement said? It is in the cities of the Levites. But in the cities of the Israelites one may render a field an empty lot but not an empty lot a field, and one may incorporate an empty lot into a city but not render part of a city an empty lot, in order to ensure that they will not thereby destroy the cities of Israel. The Gemara asks:

In any event, everyone agrees that in the cities of the Levites one may not change a field into an empty lot or an empty lot into a city. From where are these matters derived?

155 Rabbi Elazar said: As the verse states: “But the fields of the open land about their cities may not be sold” (Leviticus 25:34). What is the meaning of the phrase “may not be sold”? If we say it means that such fields may not be sold at all, that cannot be correct, as from the fact that it is written: “The Levites shall have a perpetual right of redemption” (Leviticus 25:32), one learns by inference that their fields may be sold. Rather, what is the meaning of the phrase “may not be sold”? It means that a field, an empty lot, or a city may not be changed from its current status.

156 § The mishna teaches: The priests and the Levites may sell their fields and houses always and may redeem them always. With regard to this halakha, the Sages taught: Why must the verse state: “The Levites shall have a perpetual right of redemption” (Leviticus 25:32)? Since it is stated with regard to the ancestral field of an Israelite: “According to the number of years of the crops he shall sell to you” (Leviticus 25:15), from which it is derived that one cannot redeem an ancestral field less than two years after its sale, one might have thought that this should also be so with regard to this Levite who sold his field. Therefore, the verse states: “The Levites shall have a perpetual right of redemption,” which teaches that a Levite may redeem his field immediately.

157 Furthermore, since it is stated: “But the field, when it goes out in the Jubilee, shall be holy unto the Lord, as a field dedicated; his ancestral field shall be for the priest” (Leviticus 27:21), one might have thought that this should also be so with regard to this Levite who consecrated his field. Therefore, the verse states: “The Levites shall have a perpetual right of redemption,” which teaches that the field of a Levite is not transferred to the possession of the priests in the Jubilee Year; rather, the Levite may always redeem it from the Temple treasury.

158 Additionally, since it is stated: “And if it is not redeemed until the passage of a full year for him, then the house that is in the walled city shall stand in possession of the one who bought it in perpetuity” (Leviticus 25:30), one might have thought that this should also be so with regard to this Levite who sold his house in a walled city. Therefore, the verse states: “The Levites shall have a perpetual right of redemption,” indicating that the Levite may always redeem his house.

159 The Gemara asks: Granted, with regard to these first two halakhot, which deal with the field of a Levite, it is well. But with regard to the last halakha, why is it necessary for the verse to exclude the houses of Levites? Do Levites have houses of walled cities? But isn’t it taught in a baraita: With regard to these cities given to the Levites, one does not establish them, neither in small villages nor in large cities; rather, they must be intermediate towns, which are not surrounded by walls.

160 Rav Kahana said: This is not difficult. Here, the baraita that states that the cities of the Levites were not surrounded by walls is referring to a city that was initially surrounded by a wall and was ultimately settled. There, the baraita that states that Levites do have houses of walled cities is referring to an intermediate town that was first settled by the Levites and was ultimately surrounded by a wall in the times of Joshua.

161 The Gemara asks: And in a case like this, where the city was first settled and only then surrounded by a wall, is it considered a wall to the extent that the houses inside the city are considered in a walled city? But isn’t it taught in a baraita: The verse states: “And if a man sells a dwelling house in a walled city” (Leviticus 25:29). This is referring to a city that was initially

surrounded by a wall and was ultimately settled, and not to a city that was first settled and was ultimately surrounded by a wall.

[162] The baraita continues: One might have thought that it is considered a walled city even if Jews surrounded it with a wall and only then built houses inside it. Therefore, it is stated here: “And if a man sells a dwelling house in a walled city,” and it is stated below, with regard to the conquest of the kingdom of Og, king of Bashan: “All these were fortified cities, with high walls, gates, and bars” (Deuteronomy 3:5). Just as below, the verse is referring to cities whose surrounding walls were constructed by gentiles, so too here, the verse is referring only to cities whose walls were constructed by gentiles.

[163] The baraita continues: One might have thought that even if gentiles surrounded the city with a wall after the conquest of Eretz Yisrael, it should be considered a walled city. Therefore, it is stated below, with regard to the conquest of the kingdom of Og, king of Bashan, “walls,” and it is stated here “walled.” Just as below, the surrounding walls of the cities were constructed by gentiles before the Jews conquered the land, so too here, the verse is referring to cities whose walls were constructed by gentiles before the conquest of Eretz Yisrael. This baraita apparently contradicts the resolution suggested by Rav Kahana, as a city that was first settled and only then surrounded by a wall is not included in the halakhot of houses in walled cities.

[164] Rav Yosef, son of Rav Sala Ḥasida, interpreted the baraita before Rav Pappa: Actually, the first baraita is referring to a city that was initially surrounded by a wall and then settled by Levites. And as for the baraita that teaches that Levite cities may not be surrounded by a wall, it is nevertheless possible that a Levite city was initially surrounded by a wall in a case where, when Eretz Yisrael was divided among the tribes of Israel, walled cities fell by lottery to the Levites,

[165] both they and their empty lots. The Gemara objects: But they and their lots stand to be dismantled, as a city of the Levites may not be surrounded by a wall. How, then, can such a city be considered surrounded by a wall? Rav Ashi said: Nevertheless, it was necessary for the baraita to teach that if a Levite sells a house in such a city he may always redeem it, as it might enter your mind to say: When the walls are dismantled, then they are dismantled, but as long as they remain standing, if houses in the city are sold and are not redeemed within one year, let them belong to the buyer in perpetuity, in accordance with the halakha of houses of walled cities. Therefore, the baraita teaches us that this is not the case.

[166] § The Sages taught: The verse states, with regard to one who consecrated his ancestral field but failed to redeem it before the Jubilee Year: “But the field, when it goes out in the Jubilee, shall be holy unto the Lord, as a field dedicated; his ancestral field shall be for the priest” (Leviticus 27:21). What is the meaning when the verse states: “As a field dedicated”? The baraita explains: From where is it derived with regard to a priest who consecrated his dedicated field, i.e., a field that was dedicated to the priests by an Israelite, and the Jubilee Year arrived, that he may not say: Since a field that was consecrated by its owners and was not redeemed leaves to the possession of the priests in the Jubilee Year, and this field that I consecrated is already in my possession, it is therefore mine.

[167] The baraita continues: And this is the halakha despite the fact that the claim of the priest is based on logical inference: If I acquire the fields of others that were consecrated and not redeemed before the Jubilee Year, then with regard to my own property, should I not all the more so acquire it?

Therefore, the verse states: “As a field dedicated, his ancestral field shall be for the priest,” which teaches that this is not the case.

168 The baraita elaborates: But what have we learned about a consecrated ancestral field from a dedicated field from now? The Torah does not explicitly state the halakha with regard to dedicated fields. Rather, this case of a dedicated field came to teach a halakha with regard to an ancestral field, and it turns out that in addition it derives a halakha from that case, i.e., the verse juxtaposes the dedicated field of a priest to the ancestral field of an Israelite: Just as the ancestral field of an Israelite that was redeemed by a priest from the Temple treasury leaves from his possession at the arrival of the Jubilee Year and is divided among all the priests (see 25a), so too, the dedicated field of a priest that he consecrated leaves from his possession and is divided among his brothers, the priests, at the beginning of the Jubilee Year.

169 The Gemara analyzes this baraita: The Master said: And this claim of the priest is based on logical inference: If I acquire the fields of others that were consecrated, then with regard to my own property, should I not acquire it all the more so? The Gemara asks: Are these cases comparable? There, with regard to an ancestral field that was consecrated and leaves to the possession of the priests, he merely acquires it as one of the priests, whereas here, with regard to a dedicated field that he consecrated, he seeks to take the entire field for himself. If so, there is no need for the verse to teach that the priest may not do so.

170 Rami bar Ḥama said: Nevertheless, the verse was necessary, as it might enter your mind to say that since it is written: “And every man’s hallowed things shall be his” (Numbers 5:10), from which it is derived that a priest who brings an offering may sacrifice it and take for himself those portions intended for the priests and he is not required to give them to the members of the current priestly watch, perhaps this too, i.e., his dedicated field that he consecrated, is considered like his hallowed things, and he may take it for himself. Therefore, the verse serves to indicate that this is not the case.

171 The Gemara asks: Are these cases comparable? His hallowed things, i.e., offerings brought by the priest, are not in his possession; rather, the priest receives the priestly portions from the table of the Most High, in exchange for performing the sacrificial rites. Here, the priest seeks to return the field to his possession.

172 Rather, Rav Naḥman said: The verse was necessary, as it might enter your mind to say that since it is written with regard to the fields of Levites and priests: “For that is their perpetual possession” (Leviticus 25:34), from which it is derived that if a priest consecrated his ancestral field he may always redeem it, so too this dedicated field received by the priest is also considered his ancestral field, and if he consecrated it he may always redeem it. The juxtaposition of the dedicated field of a priest to the ancestral field of an Israelite teaches us that this is not the halakha, as the verse states: “His ancestral field shall be for the priest” (Leviticus 27:31). The verse teaches that with regard to the ancestral field of a priest that he inherited from his father, yes, it remains in the possession of that priest in perpetuity, but with regard to his dedicated field, it does not remain in his possession in perpetuity; rather, it is divided among the members of the priestly watch serving at the beginning of the Jubilee Year.

173 We will return to you, “One who sold his field”...