



therefore one who derives benefit from these offerings is not liable for misuse. And which is the sacrificial animal that did not have a period of fitness for the priests? It is a sacrificial animal that was slaughtered with the intent to partake of it or sprinkle its blood beyond its designated time, or outside its designated area, or one that those unfit for Temple service collected and sprinkled its blood. All of these disqualifications took effect before consumption of the sacrificial meat was permitted. The offerings therefore remain consecrated to God, and one is liable for misuse if he derives benefit from them.

1:2 The mishna presents a dispute with regard to the status of offerings of the most sacred order, which normally are not subject to the halakhot of misuse once their blood has been sprinkled and they have been permitted to the priests. The case of the mishna is the meat of offerings of the most sacred order, whose consumption is permitted from the moment their blood was sprinkled, that left the Temple courtyard before the sprinkling of the blood, and then reentered the courtyard. Rabbi Eliezer says: The sprinkling of this blood does not permit its consumption by the priests. Consequently, one is liable for misusing it. And he is not liable for eating it due to violation of the prohibitions of piggul, if he partook of it after it was slaughtered with the intent to partake of it or sprinkle its blood beyond its designated time, or of notar, if he partook of the meat after it remained overnight, or of partaking of the meat while ritually impure. Rabbi Akiva says: The sprinkling is effective despite the fact that the meat left the Temple courtyard and was disqualified, and therefore one is not liable for misusing it. Likewise, other halakhot that apply to offerings whose blood was sprinkled apply to it, and consequently one is liable for eating it due to violation of the prohibitions of partaking of meat that is piggul, or notar, or remained overnight, or of partaking of the meat while ritually impure. Rabbi Akiva said, in support of his opinion: But there is the case of one who designated an animal as his sin offering and it was lost, and he designated another animal in its stead, and thereafter the first sin offering was found and both of them are standing fit for sacrifice. If he slaughtered both animals at the same time and sprinkled the blood of one of them, which means that the second was disqualified as a leftover sin offering, the question arises as to the status of the meat of the second animal with regard to the halakhot of misuse. Is it not the case that just as the blood of the animal whose blood was sprinkled exempts its meat from liability for its misuse, so too it exempts the meat of the other animal? Since he could have chosen to sprinkle the blood of either animal, they are considered as though they were one offering. If so, one may learn from there by an a fortiori inference with regard to the case of sprinkling the blood of meat that left the courtyard and returned: If the sprinkling of its blood exempted the meat of the other animal from the halakhot of misuse, it is only right that it should exempt its own meat that left the courtyard.

1:3 The mishna adds that just as Rabbi Eliezer and Rabbi Akiva disagree as to whether the sprinkling of blood exempts meat that left the courtyard from liability for its misuse, so too, they disagree with regard to the sacrificial portions of offerings of lesser sanctity consumed on the altar that left the

Temple courtyard before the sprinkling of the blood. The dispute is whether the subsequent sprinkling of the blood generates liability for misuse of those portions. Rabbi Eliezer says: The sprinkling of the blood is completely ineffective in rendering those portions consecrated to the Lord. Consequently, one is not liable for misusing them. And similarly, one is not liable for their consumption due to violation of the prohibitions of piggul, notar, or of partaking of meat while ritually impure. Rabbi Akiva says: The sprinkling is effective, and therefore one is liable for misusing them. And likewise, one is liable for its consumption due to violation of the prohibitions of piggul, notar, or of partaking of the meat while ritually impure.

1:4 With regard to establishing liability for misuse of consecrated items, there is an aspect of leniency and an aspect of stringency in the act of sprinkling the blood of offerings of the most sacred order. But with regard to the sprinkling of the blood in the case of offerings of lesser sanctity, it contains in its entirety aspects of stringency, i.e., there are only aspects of stringency. How so? The status of offerings of the most sacred order is that before the sprinkling of blood, one is liable for misusing their sacrificial portions that are to be burned on the altar, and for misusing the meat that is to be eaten by the priests. Since the meat is prohibited prior to sprinkling the blood, it is in the category of items consecrated to God, which are subject to the halakhot of misuse. After the sprinkling of the blood of offerings of the most sacred order, one is still liable for misuse of their sacrificial portions, as they remain prohibited to be eaten and are in the category of items consecrated to God, but one is not liable for misuse of the meat, as it is now permitted for consumption by the priests. This explains how there is an aspect of leniency in the sprinkling of the blood of offerings of the most sacred order. By contrast, for consumption of both this, the sacrificial portions, and that, the meat, after the sprinkling of the blood, one is liable to receive karet due to violation of the prohibition against consumption of piggul, and the prohibition against consumption of notar, and the prohibition against consumption of sacrificial meat while ritually impure. Consequently, the act of sprinkling blood of offerings of the most sacred order is found to contain an aspect of leniency and an aspect of stringency. But with regard to the sprinkling of the blood of offerings of lesser sanctity, all of their aspects are of stringency. How so? The status of offerings of lesser sanctity is that before the sprinkling of the blood, one is not liable for misuse, not for their sacrificial portions nor for the meat. After the sprinkling of the blood, one is liable for misuse of their sacrificial portions, but one is not liable for misuse of the meat. This explains how the sprinkling of the blood in the case of offerings of lesser sanctity causes a stringency in terms of the halakhot of misuse. And for consumption of both this, the sacrificial portions, and that, the meat, after the sprinkling of the blood, one is liable to receive karet due to violation of the prohibition against consumption of piggul, and of the prohibition against consumption of notar, and of the prohibition against consumption of sacrificial meat while ritually impure. Consequently, in the act of sprinkling the blood of offerings of lesser sanctity, it is found that all of their aspects are of stringency.

2:1 One who derives benefit from a bird sin offering is liable for misuse of consecrated property from the moment that it was consecrated. Once the nape of its neck was pinched, it was rendered susceptible to disqualification for sacrifice through contact with one who was ritually impure who immersed in a ritual bath that day and is waiting for nightfall for the purification process to be completed, and through contact with one who has not yet brought an atonement offering to complete his purification process, e.g., a zav and a leper, who are not yet permitted to partake of sacrificial meat; and through it being left overnight, i.e., if its blood was not sprinkled before sunset. Once its blood was sprinkled, one is liable to receive karet for eating it due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of sacrificial meat while ritually impure. But there is no liability for misuse of consecrated property, because after the blood is sprinkled it is permitted for priests to partake of its meat and it is no longer consecrated exclusively to God.

2:2 One is liable for misusing a bird burnt offering from the moment that it was consecrated. When the nape of its neck was pinched, it was rendered susceptible to disqualification for sacrifice through contact with one who immersed in a ritual bath that day, and through contact with one who has not yet brought an atonement offering, and through its blood being left overnight. Once its blood was squeezed out, one is liable to receive karet for eating it, due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of sacrificial meat while ritually impure. And as it may not be eaten, one is liable for its misuse until it leaves to the place of the ashes, where it is burned.

2:3 One is liable for misuse of bulls that are burned and goats that are burned from the moment that they were consecrated. Once they were slaughtered, they were rendered susceptible to disqualification for sacrifice through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering, and through its blood being left overnight. Once its blood was sprinkled, one is liable to receive karet for eating it, due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of sacrificial meat while ritually impure. And one is liable for its misuse even when it is in the place of the ashes, until the flesh has been completely scorched.

2:4 One is liable for misuse of the burnt offering from the moment that it was consecrated. Once it was slaughtered it was rendered susceptible to disqualification for sacrifice through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering, and through its blood being left overnight. Once its blood was sprinkled, one is liable to receive karet for eating it, due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of sacrificial meat while ritually impure. And one is not liable for misuse of the hides, but one is liable for misuse of the flesh until it leaves to the place of the ashes.

2:5 One is liable for misuse of a sin offering, and a guilt offering, and communal peace offerings from the moment that they were consecrated. Once they

were slaughtered they were rendered susceptible to disqualification for sacrifice through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering, and through its blood being left overnight. Once their blood was sprinkled, one is liable to receive karet for eating them, due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of sacrificial meat while ritually impure. One is not liable for misuse of the flesh, but one is liable for misuse of their sacrificial portions, i.e., the portions that are to be consumed on the altar, until they leave to the place of the ashes.

2:6 One is liable for misuse of the two loaves brought on the festival of Shavuot from the moment that they were consecrated. Once they formed a crust, they were rendered susceptible to disqualification for sacrifice through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering, and through its blood being left overnight, and they are rendered eligible to slaughter with them the accompanying offering of the two lambs. Once the blood of the lambs is sprinkled, one is liable to receive karet for eating the loaves, due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of consecrated food while ritually impure. And they are not subject to the halakhot of misuse, as at that point their consumption is permitted.

2:7 One is liable for misuse of the shewbread, which is arranged on the Golden Table in the Sanctuary each Shabbat, from the moment that it was consecrated. Once it formed a crust in the oven it assumes the status of bread and its halakhic status is like that of offerings of the most sacred order after the animal was slaughtered, in that it was rendered susceptible to disqualification through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering, and it is rendered eligible for arrangement upon the Table in the Sanctuary. Once the bowls of frankincense brought with the shewbread of the previous week were sacrificed, one is liable to receive karet for eating the loaves due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of consecrated food while ritually impure. But it is not subject to the halakhot of misuse, as at that point its consumption is permitted.

2:8 One is liable for misuse of the meal offerings from the moment that they were consecrated. Once they were consecrated through placement of the flour in a service vessel, they were rendered susceptible to disqualification for sacrifice through contact with one who immersed that day, and through contact with one who has not yet brought an atonement offering, and through its blood being left overnight. Once the handful taken from the meal offering was sacrificed, one is liable to receive karet for eating the meal offering due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of consecrated food while ritually impure. And one is not liable for misuse of the remainder of the meal offering, which is eaten by the priests, but one is liable for misuse of the handful that is sacrificed, until it leaves to the place of the ashes.

2:9 The mishna lists sacrificial items that are consumed in their entirety on

the altar and of which the priests have no share. One is liable for misuse of the handful taken from the meal offering, and the frankincense burned with the handful on the altar, and the incense burned each day on the golden altar in the Sanctuary, and the meal offering of priests, from which a handful is not taken but which is burned in its entirety, and the meal offering of the anointed priest, i.e., the High Priest, and the meal offering sacrificed with the libations that accompany offerings. In all these cases, one is liable for misuse from the moment that they were consecrated through declaration. Once one consecrated them by placing them in the appropriate service vessel, each was rendered susceptible to disqualification for sacrifice through contact with one who immersed in a ritual bath that day, and through contact with one who has not yet brought an atonement offering, and through its blood being left overnight, and one is liable to receive karet for eating it, due to violation of the prohibition of notar, and due to the prohibition of partaking of it while ritually impure; but there is no liability for piggul in each of these cases. This is the principle that applies to piggul: With regard to any consecrated item that has permitting factors, i.e., there is another item whose sacrifice renders it permitted for consumption by the altar or by an individual, one is not liable due to violation of the prohibition of piggul, and the prohibition of notar, and the prohibition of partaking of it while ritually impure, until they sacrifice the permitting factors. And with regard to any item that does not have permitting factors, e.g., the handful and the frankincense, as they render other items permitted whereas no other items are needed to render them permitted, once one sanctified them in the appropriate service vessel, one is liable to receive karet for eating it, due to violation of the prohibition of notar, and the prohibition of partaking of it while ritually impure; but there is no liability for piggul in those cases.

3:1 This mishna, which also appears in tractate Temura, deals with the five sin offerings left to die. It is cited here because of its relevance to the halakhot of misuse. The mishna first mentions three of those offerings: The offspring of a sin offering, and an animal that is the substitute for a sin offering, whether or not the owners achieved atonement by means of another offering, and a sin offering whose owners have died before the offering was sacrificed, shall die. And the other two sin offerings left to die are the sin offering whose year since birth passed and is therefore unfit for sacrifice, and a sin offering that was lost and when it was found it was blemished, with regard to which the halakhot are as follows: If the sin offering was found after the owner achieved atonement through the sacrifice of another animal as a sin offering, then the blemished animal shall die, and it does not render a non-sacred animal exchanged for it a substitute, as it is has neither inherent sanctity, which would make it fit for sacrifice on the altar, nor sanctity that inheres in its value. And one may not derive benefit from the found animal ab initio, but if he derived benefit from the animal he is not liable for its misuse. And if the animal whose year passed was found before the owner achieved atonement, the found animal shall graze until it becomes blemished [shetista'ev], at which point it may not be sacrificed; and it shall be sold and the owner shall purchase another animal with the money received from its

sale. The animal that was found blemished may be sold immediately, and the owner shall purchase another animal with the money received from its sale. In both cases, the animal renders a non-sacred animal exchanged for it a substitute, and one who derives benefit from it is liable for misusing it.

3:2 In the case of a nazirite who designated money for the three offerings he is obligated to bring upon completion of his naziriteship, a sin offering, a burnt offering, and a peace offering, but he did not specify which money was designated for which offering, since it is not clear what the money is intended for, one may not derive benefit from the money ab initio, but if he derived benefit from the money he is not liable for its misuse. This is due to the fact that all the money is fit for purchase of the peace offering, for which one is liable for misuse only after its blood is sprinkled, and therefore there is no liability for its misuse. If the nazirite died and he had undesignated funds, meaning he did not specify which money was for each of the three offerings, all the money will be allocated for purchase of communal gift offerings. If the nazirite died and he had specified money, the money specified for purchase of the sin offering shall go to the Dead Sea for disposal, because one may not derive benefit ab initio from the money of a sin offering whose owner has died. But if it was not disposed of, and one derived benefit from the money, he is not liable for its misuse. With the money specified for purchase of the burnt offering, one shall bring a gift burnt offering, and one is liable for misusing the funds. With the money specified for purchase of the peace offering, one shall bring a gift peace offering. Although it is a gift offering, the restrictions of the peace offering of the naziriteship apply, and therefore it is eaten for one day and that same night, not the standard two days and one night of a regular peace offering. And nevertheless the peace offering does not require the bringing of the loaves that accompany the peace offering of naziriteship, as it is written with regard to the loaves: "And shall place them on the hands of the nazirite" (Numbers 6:19), and in this case the nazirite is dead.

3:3 Rabbi Shimon says: With regard to misuse of the blood of offerings that is to be sprinkled on the altar, the halakha is lenient with regard to the status of the blood at the outset and stringent at its conclusion. With regard to misuse of the wine of the libations that accompany the offerings, the halakha is stringent with regard to the status of the wine at their outset and lenient at their conclusion. The mishna explains: With regard to blood, at its outset, before it is sprinkled on the altar, one is not liable for misusing it; but once its remainder has been poured on the base of the altar and it emerges via the canal that runs through the Temple to the Kidron Valley at the foot of the Temple Mount, one is liable for misusing it. With regard to libations, at their outset, from the moment they were consecrated, one is liable for misusing them, but once they have descended to the drainpipes built into the altar and which extend beneath it, through which the libations flowed out of the Temple, one is no longer liable for misusing them, as their mitzva was fulfilled and therefore their sanctity has ceased.

3:4 With regard to the removal of ash from the inner altar to the place where the ashes lifted from the outer altar are deposited, and similarly with regard

to the wicks of the Candelabrum, one may not derive benefit from them ab initio; but if one derived benefit from them he is not liable for their misuse. In the case of one who consecrates anew the ash that has been removed, he is liable for misusing it. With regard to doves whose time of fitness for sacrifice has not arrived, as they are too young, and pigeons whose time of fitness for sacrifice has passed, as they are too old, one may not derive benefit from them ab initio; but if one derived benefit from them he is not liable for their misuse. The previous [mishna] teaches that one may not derive benefit from doves whose time of fitness for sacrifice has not arrived and from pigeons whose time of fitness for sacrifice has passed, but one who derived benefit from them is not liable for their misuse. Rabbi Shimon disagrees with this ruling and says: With regard to doves whose time of fitness for sacrifice has not arrived, one is liable for misusing them. With regard to pigeons whose time of fitness for sacrifice has passed, one may not derive benefit ab initio, but if one derived benefit from them he is not liable for their misuse.

3:5 With regard to the milk of sacrificial animals and the eggs of sacrificial doves, one may not derive benefit from them ab initio, but if one derived benefit from them after the fact he is not liable for their misuse. In what case is this statement, that if one derived benefit from the eggs or milk of sacrificial animals, he is not liable for their misuse, said? It is stated in the case of sacrificial animals offered on the altar, as their eggs and milk are not brought to the altar and therefore they are considered distinct from the offerings themselves. But this is not the halakha in the case of animals that are not sacrificed and are consecrated only for Temple maintenance. For example, if one consecrated a hen he is liable for misusing it and for misusing its egg; if one consecrated a donkey he is liable for misusing it and for misusing its milk, as the animal and its milk, and likewise the hen and its eggs, are both consecrated for Temple maintenance and are deemed a single unit.

3:6 With regard to any consecrated item that is fit for sacrifice on the altar but is not fit for Temple maintenance, or if it is fit for Temple maintenance but not for sacrifice on the altar, or fit neither for the altar nor for Temple maintenance, nevertheless one is liable for misusing it. The mishna clarifies each of these categories: Fit for Temple maintenance but not for sacrifice on the altar, how so? In a case where one consecrated a cistern full of water, the water is not fit for sacrifice on the altar, as only water from the Siloam pool is used for the altar. Nevertheless, it is fit for Temple maintenance, e.g., to knead clay with it for use in reinforcing the walls of the Temple. What is the case of an item fit neither for the altar nor for Temple maintenance? If one consecrated garbage dumps full of manure, the place and its contents are fit neither for the altar nor for Temple maintenance. Rather, they are sold and the money received from the sale is donated to the Temple. What is the case of an item fit for sacrifice on the altar but not fit for Temple maintenance? If one consecrated a dovecote full of pigeons, the pigeons are fit for the altar while the dovecote is not fit even for Temple maintenance. Or if one consecrated a tree full of fruit, as the fruit is fit for the altar whereas the tree is not fit even for Temple maintenance. For example, grapes are fit for the altar as wine, but the vines are not fit for Temple maintenance, as they are too flimsy

for construction. Another case where the consecrated item is fit for neither the altar nor Temple maintenance is a field full of grass. In all those cases, one is liable for misusing both them and that which is within them, as those that are unfit for use in the Temple will be sold and their money will be used for the altar or for Temple maintenance. But if one consecrated an empty cistern and it was subsequently filled with water, or if one consecrated an empty garbage dump and it was subsequently filled with manure, or an empty dovecote and it was subsequently filled with pigeons, or a tree without fruit and it was subsequently filled with fruit, or an empty field and it was subsequently filled with grass; in all these cases one is liable for misusing them but one is not liable for misusing that which is within them. There is no misuse with regard to enhancements that developed in consecrated property. Rabbi Yosei disagrees in two of the above cases and says: In the case of one who consecrates the empty field in which grass grew or the empty tree on which fruit grew, he is liable for misusing both them and their growth, because these are growths of consecrated property, despite the fact that they grew there only after the property was consecrated. Apropos the growths of consecrated property, the mishna states that an offspring born to a tithed animal before it was tithed may not be given to suckle from the tithed mother, as it is a non-sacred animal that may not be allowed to derive benefit from consecrated property. And there are others who stipulate in this manner, i.e., that the consecration does not apply to the milk. The same is true of the offspring of sacrificial animals born to them before their consecration; they may not suckle from the sacrificial animal. And in this case as well, there are others who stipulate in this manner, i.e., to enable the offspring to suckle. The laborers, who are generally permitted to eat the food of their employer, may not eat from consecrated dried figs, if they work with Temple produce. Rather, they can buy food with the money they are paid. And likewise, a cow working with consecrated property, e.g., threshing Temple produce, may not eat from consecrated vetch [mikarshinei].

3:7 With regard to the roots of the non-sacred tree of an ordinary person that enter into consecrated land, and the roots of a consecrated tree that enter into the non-sacred land of an ordinary person, one may not derive benefit from them ab initio, but if he derived benefit from them he is not liable for their misuse. With regard to water of a spring that flows in a non-sacred field but which emerges from that field and flows into a consecrated field, when it is in the consecrated field one may not derive benefit from it ab initio, but if one derived benefit from it he is not liable for its misuse. Once the spring emerges outside the consecrated field one may derive benefit from the water. With regard to the water that was drawn from the Siloam pool into the golden jug, which was not consecrated as a service vessel, to bring it to the altar for libation on the festival of Sukkot, one may not derive benefit from the water ab initio, as it was drawn for use in the Temple service. But if one derived benefit from it he is not liable for its misuse, since it was not consecrated in a service vessel. Once one places the water from the jug for libation into the flask, which is a service vessel, the water is consecrated and he is liable for misusing the water. With regard to the willow branches

that are placed on the sides of the altar on the festival of Sukkot, before their placement one may not derive benefit from them ab initio, but if he derived benefit from them he is not liable for their misuse. After their placement their mitzva has been fulfilled, and therefore at that time one may derive benefit from the willow branches ab initio. Rabbi Elazar, son of Rabbi Tzadok, says: The elders were accustomed to derive benefit from the willow branches even before their placement on the sides of the altar, by cutting small branches for use in their lulav, in fulfillment of the mitzva of the four species.

3:8 With regard to a bird's nest that is atop the consecrated tree, one may not derive benefit from it ab initio, but if one derived benefit from it he is not liable for its misuse. In order to acquire a bird's nest that is atop a tree worshipped as idolatry, from which one may not derive benefit even by climbing it, one should dislodge the nest from its place by striking it with a pole. In the case of one who consecrates his forest, one is liable for misusing everything in the entire forest. In the case of the Temple treasurers who purchased non-sacred logs to use for repairs in the Temple, one is liable for misusing the wood itself, but one is not liable for misusing the sawdust, nor is he liable for the leaves [baneviyya] that fall from the log, as the treasurers purchased for the Temple only those materials fit for use in its construction.

4:1 All items consecrated to be sacrificed on the altar join together to constitute the measure with regard to liability for misuse of consecrated property, which is deriving benefit equivalent to one peruta. And they join together to constitute an olive-bulk, which is the measure that renders one liable due to violation of the prohibitions of piggul, or notar, or partaking of the item while ritually impure. All items consecrated for Temple maintenance join together to constitute the measure with regard to liability for misuse. Both items consecrated to be sacrificed on the altar and items consecrated for Temple maintenance join together to constitute the measure with regard to liability for misuse.

4:2 Five items in the burnt offering and the accompanying meal offering and libation join together to constitute the one peruta measure with regard to liability for misuse, and the olive-bulk measure with regard to liability for piggul, notar, and partaking of sacrificial foods while ritually impure. They are: The flesh; the fat of the burnt offering that is sacrificed on the altar; the fine flour of the accompanying meal offering; the wine of the accompanying libation; and the oil of the accompanying meal offering. And there are six items in the thanks offering that join together: The flesh, the fat, the fine flour, the wine, the oil, and the loaves accompanying the thanks offering. Teruma, and teruma of the tithe, and teruma of the tithe of doubtfully tithed produce [demai], and halla, and first fruits all join together with one another to constitute the requisite measure to prohibit a mixture with non-sacred produce, and to form the requisite measure of an olive-bulk that serves to render one obligated for their consumption in payment of an additional one-fifth over and above the principal.

4:3 All the pieces of sacrificial meat that are piggul join together with one

another to constitute the olive-bulk measure for liability, and all sacrificial meat that is notar joins together with one another to constitute the olive-bulk measure for liability. All animal carcasses, whose consumption is prohibited and which transmit impurity through contact with them and through carrying, join together with one another to constitute the requisite olive-bulk measure. And all repugnant creatures join together with one another to constitute the requisite olive-bulk measure to render one who consumes it liable to receive lashes. The eight creeping animals enumerated in the Torah join together to constitute the measure of a lentil-bulk, which transmits impurity through contact, and to render one who consumes it liable to receive lashes. The blood of one of the eight creeping animals listed in the Torah and their flesh join together to constitute the lentil-bulk measure to impart impurity. Rabbi Yehoshua stated a principle: With regard to any items whose impurity, in terms of degree and duration, and measure to impart impurity, are equal, e.g., two halves of an olive-bulk from two corpses or two animal carcasses or two halves of a lentil-bulk from two creeping animals, they join together to constitute the requisite measure. Rabbi Yehoshua continued: By contrast, with regard to items whose impurity is equal but their measure is not equal, e.g., a creeping animal and an animal carcass, each of which renders one impure until the evening, but the measure of a creeping animal is a lentil-bulk, whereas that of an animal carcass is an olive-bulk; or items whose measure is equal but whose impurity is not equal, e.g., a corpse and an animal carcass, with regard to which the measure of each is an olive-bulk, but the duration of the impurity imparted by a corpse is one week and the duration of the impurity imparted by an animal carcass is until the evening; or items that are equal neither in terms of their impurity nor in terms of their measure, they do not join together to constitute the requisite measure.

4:4 Sacrificial meat that is piggul and sacrificial meat that is notar do not join together to constitute the requisite measure of an olive-bulk, due to the fact that they belong to two separate categories of prohibition. The flesh of the carcass of the creeping animal and the flesh of the animal carcass, and likewise the flesh of the animal carcass and the flesh of the corpse, do not join together to transmit ritual impurity, not even for the more lenient of the two impurities, i.e., the impurity that requires the greater measure. The food that became ritually impure through contact with a primary source of ritual impurity, thereby assuming first-degree ritual impurity, and the food that became ritually impure through contact with a secondary source of ritual impurity, thereby assuming second-degree ritual impurity, join together to constitute the requisite measure of an egg-bulk to transmit impurity in accordance with the more lenient of the two, i.e., second-degree ritual impurity.

4:5 All the ritually impure foods join together to constitute the requisite measure to disqualify the body [hageviyya] of one who eats half of a half-loaf-bulk [peras] of the impure foods from partaking of teruma. Likewise, all foods join together to constitute the requisite measure of food sufficient for two meals, to establish a joining of Shabbat boundaries; and to form the requisite measure of an egg-bulk, to render an item impure with the ritual

impurity of food; and to form the measure of a dried fig-bulk, which establishes liability for carrying out food on Shabbat; and to form the volume of a large date, which establishes liability for eating on Yom Kippur. All the liquids join together to constitute the requisite measure to disqualify the body of one who drinks a quarter-log of ritually impure liquid from partaking of teruma; and to constitute the measure of a cheekful, which establishes liability for drinking on Yom Kippur.

4:6 The fruit of a tree during the first three years after its planting [orla] (see Leviticus 19:23), and diverse kinds, i.e., grain sown in a vineyard (see Deuteronomy 22:9) join together to constitute the requisite measure to prohibit a mixture that they are mixed into. This applies when the volume of the permitted produce is less than two hundred times the prohibited produce. Rabbi Shimon says: They do not join together. A garment must be at least three by three handbreadths in order to become a primary source of ritual impurity, by means of ritual impurity imparted by the treading of a zav. A sack made from goats' hair must be at least four by four handbreadths, while an animal hide must be five by five, and a mat six by six. The garment and the sack, the sack and the hide, and the hide and the mat all join together to constitute the requisite measure to become ritually impure in accordance with the material of the greater measure. Rabbi Shimon said: What is the reason that they join together, despite the fact that their requisite measures are not equal? Because all the component materials are fit to become ritually impure through the ritual impurity imparted to a seat upon which a zav sits, as they can each be used to patch a saddle or saddlecloth. Since the measure of all these materials is equal in the case of a zav, they join together for other forms of ritual impurity as well.

5:1 One who derives benefit equal to the value of one peruta from a consecrated item, even though he did not damage it, is liable for its misuse; this is the statement of Rabbi Akiva. And the Rabbis say: With regard to any consecrated item that has the potential to be damaged, one is not liable for misuse until he causes it one peruta of damage; and with regard to an item that does not have the potential to be damaged, once he derives benefit from it he is liable for misuse. The mishna elaborates: How so? If a woman placed a consecrated gold chain [ketala] around her neck, or a gold ring on her hand, i.e., her finger, or if one drank from a consecrated gold cup, since they are not damaged through use, once he derives benefit equal to the value of one peruta from them, he is liable for misuse. If one wore a consecrated robe, covered himself with a consecrated garment, or chopped wood with a consecrated ax, he is not liable for misuse until he causes them one peruta of damage. One who derives benefit from a sin offering while it is alive is not liable for misuse until he causes it one peruta of damage. When it is dead, once he derives benefit equal to the value of one peruta from it, he is liable for misuse.

5:2 If one derived benefit equal to half of a peruta from a consecrated item and caused it half of a peruta of damage, or if he derived benefit equal to the value of one peruta from a consecrated item that has the potential to be damaged and caused damage of the value of one peruta to another consecrated item but derived no benefit from it, he is exempt. The reason is that one is

not liable for misuse until he derives benefit of the value of one peruta from a consecrated item and causes damage of the value of one peruta to one, i.e., the same item.

5:3 One is liable for misuse after misuse in consecrated items only in the case of an animal and in the case of service vessels. How so? If one rode upon a sacrificial animal, and another person came and rode upon that animal, and yet another came and rode upon it as well, all of them are liable for misuse of the animal. In the case of service vessels, if one drank from a gold cup, and another came and drank from that cup, and yet another individual came and drank from it, all of them are liable for misuse of the cup. If one removed wool from a sin offering, and another came and removed wool from that animal, and yet another person came and removed wool from it, all of them are liable for misuse of the animal. Rabbi Yehuda HaNasi says: With regard to any consecrated item that is not subject to redemption, there is liability for misuse after misuse with regard to it.

5:4 In a case where one took for his use a consecrated stone or a beam, that person is not liable for its misuse. If he gave the stone or the beam to another, he is liable for its misuse and the other person is not liable for its misuse. If he built the stone or the beam into his house, he is not liable for its misuse until he resides beneath it and derives benefit equal to the value of one peruta from it. If one took for his use a consecrated peruta, that person is not liable for its misuse. If he gave the peruta to another, he is liable for its misuse and the other person is not liable for its misuse. If he gave the peruta to a bathhouse attendant [levallan], although he did not bathe, he is liable for misuse of the peruta. The reason is that at the moment he receives the peruta, the attendant in effect says to the owner of the peruta: The bathhouse is open before you, enter and bathe. The benefit derived from that availability is worth one peruta.

5:5 One's consumption of half of a peruta of consecrated food and another's consumption of half of a peruta of consecrated food that the first person fed him; and likewise one's benefit of half of a peruta derived from a consecrated item and another's benefit of half of a peruta derived from a consecrated item that the first person provided him; and similarly one's consumption and another's benefit derived or one's benefit derived and another's consumption, all these join together to constitute the requisite measure of one peruta for liability for misuse, and that is the halakha even if much time has passed between these various acts of consumption and deriving of benefit.

6:1 With regard to an agent who performed his agency properly, if he was tasked to make use of a particular item, and the one who appointed him forgot that it was a consecrated item, the homeowner, who appointed him, is liable for misuse of the consecrated item, as the agent acted on his behalf. Contrary to other cases of agency, where the guiding principle is that there is no agency in the performance of a transgression, and the agent is liable, in this case there is agency, and the homeowner is liable for the action of the agent. But if he did not perform his agency properly, the agent is liable for misuse of the consecrated item, as once the agent deviates from his agency, he ceases to be

an agent, and his actions are attributable to him. How so? If the homeowner said to the agent: Give meat to the guests, and he gave them liver; or if he said: Give them liver, and he gave them meat, the agent is liable for misuse of the consecrated item, as he deviated from his agency. If the homeowner said to the agent: Give them meat, a piece for this guest and a piece for that guest, and the agent says: Each of you take two pieces, and each of the guests took three pieces, all of them are liable for misuse. The homeowner is liable for their consumption of the first piece of meat, as with regard to that piece his instructions were fulfilled. The agent is liable for the second piece, which he added to the instructions of the homeowner. Finally, the guests are liable for the third piece, which they took at their own initiative beyond the instructions of the agent. If the homeowner said to the agent: Bring me this item or this money from the window in the wall or from the chest [hadeluskema], and the agent obeyed and brought it to him from the place that he instructed him, even though the homeowner said: In my heart, my desire was only that he should bring me the item from that other place, and as he brought it from this place he did not fulfill my instructions, nevertheless the homeowner is liable for misuse if the item or money is consecrated, as the agent did in fact fulfill his instructions. But if the homeowner said to the agent: Bring me this item or this money from the window in the wall, and the agent brought it to him from the chest; or if the homeowner said to the agent: Bring me this item or this money from the chest, and the agent brought it to him from the window, the agent is liable for misuse.

6:2 In a case where the homeowner sent consecrated money in the hand of a deaf-mute, an imbecile, or a minor, who lack halakhic competence and cannot be commissioned as agents, in order to purchase an item from a storekeeper, if they performed his agency, the homeowner is liable for misuse, as his instructions were fulfilled. If they did not perform his agency but purchased a different item from the storekeeper, the storekeeper is liable for misuse. If the homeowner sent the money in the hand of a halakhically competent person and the homeowner remembered that the money was consecrated before the agent reached the storekeeper, the storekeeper is liable for misuse when he spends the money for his personal use. The homeowner is exempt from liability for misuse, because once he remembers that the money is consecrated his misuse is no longer unwitting, and one is liable to bring an offering for misuse only for unwitting misuse of consecrated property. What shall the homeowner do in a case where he remembers that the money is consecrated, in order to prevent the storekeeper from liability for misuse? He takes one peruta or a vessel and says: The consecrated peruta, wherever it may be, is desacralized with this peruta or vessel. The peruta is thereby desacralized, as a consecrated item is desacralized with money and with an item that has the equivalent value of money. The result is that the storekeeper spends non-sacred money.

6:3 If the homeowner gave the agent one consecrated peruta and said to him: Bring me lamps [nerot] with one-half of it and wicks with one-half of it, and the agent went and brought him wicks with the entire peruta, or lamps with the entire peruta; or in a case where the homeowner said to the agent: Bring me lamps with the entire peruta or wicks with the entire peruta, and the agent

went and brought him lamps with one-half of it and wicks with one-half of it, both of them are not liable for misuse of the peruta. In both cases, the homeowner is exempt because his instructions were fulfilled only with regard to half of a peruta, and the agent is exempt as he spent only half of a peruta on his own initiative. But if the homeowner said to the agent: Bring me lamps from such and such place with one-half of the peruta and wicks from such and such place with one-half of the peruta, and the agent went and brought him lamps from the place that he designated for wicks, and wicks from the place that he designated for lamps, the agent is liable for misuse, as he deviated from the homeowner's instructions by the sum of an entire peruta.

6:4 If the homeowner gave the agent two consecrated perutot, and said to him: Go and bring me an etrog, and he went and brought him an etrog with one peruta and a pomegranate with one peruta, both of them are liable for misuse. The homeowner is liable because his agency was performed with the sum of one peruta, and the agent is liable because he deviated from the homeowner's instructions with one peruta. Rabbi Yehuda says: The homeowner is not liable for misuse, as he can say to the agent: I was seeking a large etrog worth two perutot, and you brought me a small, inferior etrog worth one peruta. If the homeowner gave the agent a consecrated gold dinar, which is worth twenty-five silver dinars, as four silver dinars constitute a sela; and said to the agent: Go and bring me a robe, and the agent went and brought him a robe with three sela and a cloak with three sela, both of them are liable for misuse. The homeowner is liable because his agency was performed with the purchase of the robe for three sela, and the agent is liable because he deviated from the homeowner's instructions by purchasing the cloak. Rabbi Yehuda says: The homeowner is not liable for misuse, as he can say to the agent: I was seeking a large robe worth a gold dinar and you brought me a small, inferior robe worth three sela, i.e., twelve silver dinars.

6:5 With regard to one who deposits consecrated money with a money changer, if the money is bound, the money changer may not use it. Therefore, if the money changer spent the money, he is liable for its misuse. If the money was unbound he may use it, and therefore if the money changer spent the money, he is not liable for its misuse. By contrast, if one deposited money with a homeowner, whether it is bound or whether it is unbound, the one with whom it was deposited may not use it, and therefore if he spent the money, he is liable for misuse. In this regard, the halakhic status of a storekeeper is like that of a homeowner; this is the statement of Rabbi Meir. Rabbi Yehuda says: The halakhic status of a storekeeper is like that of a money changer.

6:6 If a consecrated peruta fell into one's purse, in which there were non-sacred perutot, or in a case where one said: One peruta in this purse is consecrated, once he spent the first peruta from the purse for non-sacred purposes, he is liable for its misuse. This is the statement of Rabbi Akiva. And the Rabbis say: He is not liable for misuse until he spends all the perutot in the entire purse, as only then is it certain that he spent the consecrated peruta. And Rabbi Akiva concedes to the Rabbis in a case where one says: One peruta from the coins in this purse is consecrated, that he may continue spending the perutot in the purse for non-sacred purposes and becomes liable

for misuse only once he spends all the perutot in the entire purse. His formulation indicates that his desire was that the final remaining peruta in the purse would be consecrated, and therefore one is liable for misuse only when he spends that peruta.

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