



Hekdesh always has the upper hand

The *Mishnah* (4:9) taught that every thirty days, the price of *nesachim* – fine flour, wine and oil – would be determined for the suppliers of the *Beit HaMikdash*. The *Mishnah* continues that over the next month if the price increases, the supplier is obligated to maintain the (cheaper) agreed price. If however the market price deflates, the supplier would be forced to provide the goods at the lower price. In other words, despite the fact that the *nesachim* are supplied on a daily basis, the supplier is committed to the lower of the agreed price and daily market price. The *Mishnah* simply explains that this is because *hekdesh* always has the advantageous position.

The *Bartenura* explains that during the harvest, the *gizbar* (treasurer) would prepay the supplier. If the price inflated, since for *hekdesh* the acquisition occurs at the time the money is handed over, the supplies are considered the property of *hekdesh* at the earlier, cheaper, time. If however the price drops, then we provide the rationale that *hekdesh* should be no worse than regular people. In other words, since regular transactions are only closed at the time the items of sale are handed over, if this was a regular transaction, the lower price would be paid. Consequently, *hekdesh* should be in no worse a position than *hedyot* (regular cases) and can pay the lower price.

The *Tosfot R' Akiva Eiger* however cites the *Gemara* in *Kiddushin* (29a) that teaches as follows. If someone paid for an item to purchase it from *hekdesh* but prior to taking the item the price increased, the agreed (lower) price is paid. The *Gemara* explains that one might think that we can apply the rationale that *hekdesh* should be no worse the *hedyot* and since the sale is not closed until the item is handed over, the higher price should be paid. The *Gemara* explains that this is not that case, since even in regular cases, once the money is handed over, retracting would incur a *mi she'para* (curse). Consequently, one need only pay *hekdesh* the original, lower price. That being the case, our *Mishnah* appears to be difficult. In our case, if the price goes down, despite the fact the money has been paid, we allow *hekdesh* to revert to the cheaper price, despite the fact that for *hedyot*, doing so would incur a *mi she'para*.

The *Tosfot R' Akiva Eiger* cites the *Ran* that explains that there is a difference between when *hekdesh* purchases/redeems a specific item and when the money is paid to a supplier. If there is a specific item, then since a *mi she'para* applies to *hedyot*, *hekdesh* would be committed to the original value. In our case however, since the specific items is not yet available, it is not a proper acquisition, so *hekdesh* can retract as the price deflates.

The *Tosfot R' Akiva Eiger* however cites the *Rambam* that differentiates between when *hekdesh* is buying property and selling property. The *Raavad* cites our *Mishnah* as proof of this distinction. What is the basis for this distinction?

The *Mishnat Chachamim* cites the *Rambam* (*Malve* 9:5) that rules that a *mi she'para* only applies when the purchaser acted on his own behalf and wishes to retract after handing over the money. If however the money was handed over by a *shaliach* (agent) then a *mi she'para* would not apply since one can argue that he only sent the *shaliach* to act in his interest and not to his detriment. The *shaliach* should have stipulated to commit to the cheaper price.

With this in mind, the *Mishnat Chachamim* solves our problem. He explains that the *gizbar* simply operates as a *shaliach* for *hekdesh* (see *Rambam Mechira* 13). Consequently, if the price deflates, the *gizbar* is not committed the original price since he is acting a *shaliach* and a *mi she'para* would not apply. In the case in *kidushin* however, where one purchases something from *hekdesh*, retracting would invoke a *mi she'para*. Even though the *gizbar* acts a *shaliach* for *hekdesh* in this case too, the argument that the *shaliach* was sent to act in *hekdesh's* favour does not apply. This is because when redeeming an item from *hekdesh* one cannot stipulate to commit to a future lower price. The *Mishnat Chachamim*, cites the end of the sixth chapter of *Erchin* that rules that even though one knows that the price of an item to be redeemed will go up, when redeeming from *hekdesh*, we only consider the present value. (See the *Mishnat Chachamim* for the full and broader treatment of this idea.)

Yisrael Bankier

Revision Questions

שקלים ד' ח' – ו' ג'

- What was done with wine and oil that were ‘sanctified’ and given to the *Beit Mikdash* funds? (ד': ח')
- How was the *Beit Ha'Mikdash's* supplier agreements managed in the event of market value fluctuations? (ט': ד')
- When were the suppliers paid and why? (ט': ד')
- By what other name was *Mordechai* referred to and why? (ה': א')
- Which family were experts in preparing the *ketoret*? (ה': א')
- How many treasurers (*gizbarin*) were there in charge of the *Beit Ha'Mikdash's* funds? (ה': ב')
- How many financial controllers (*amarkalin*) were there overseeing the *Beit Ha'Mikdash's* funds? (ה': ב')
- In general what is the minimum number of people that should be placed in charge of public funds? (ה': ב')
- How many *chotamot* were there and what were they used for? (ה': ג')
- Explain how one would purchase the *nechasim* required for their *korban*? (ה': ד')
- What would happen if one lost his *chotam*? (ה': ה')
- What did they do to try and combat *chotam* fraud? (ה': ה')
- What was the *lishchat chasha'im* used for? (ה': ו')
- What was the *lishchat keilim* use for and how often was it cleared? (ה': ו')
- What three things were numbered thirteen in the *Beit Ha'Mikdash*? (ה': א')
- How did they interpret the strange death of a *kohen* that was recounting a structural imperfection in the *Beit Ha'Mikdash* and what was the imperfection? (ה': ב')
- How many gates were there in the Northern, Southern, Western and Eastern faces of the *Beit Ha'Mikdash*? (ה': ג')
- Which gates had no names? (ה': ג')
- What were the marble and silver tables that were by the ramp of the *mizba'ech* used for and on which side of the ramp were they located? (ה': ד')
- What were the marble and gold tables that were inside the *ulam* used for and where were they located? (ה': ד')
- Explain the debate regarding the use of the *shofarot* labelled “*kinim*” and “*gozlei olah*”? (ה': ו')
- What is the minimum that one must provide if they vowed to bring: (ה': ו')
 - Wood?
 - Frankincense?
 - Gold?

Melbourne, Australia

Sunday -Thursday

10 minutes before *Mincha*
Mizrachi Shul
Melbourne, Australia

Friday & Shabbat

10 minutes before *Mincha*
Mizrachi Shul
Melbourne, Australia

Efrat, Israel

Shiur in English

Sunday -Thursday

Rabbi Mordechai Scharf
9:00am
Kollel Magen Avraham
Reemon Neighbourhood

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Rabbi Chaim Brown
www.shemayisrael.com/mishna/

Rabbi E. Kornfeld
Rabbi C. Brown
<http://www.dafyomi.co.il/calendars/myomi/myomi-thisweek.htm>

**SHIUR
ON KOL HALOSHON**

Rabbi Moshe Meir Weiss
In US dial: 718 906 6400
Then select: 1 – 2 – 4

Next Week's Mishnayot...

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	שבת קודש
20 August כ"ח אב	21 August כ"ט אב	22 August ל' אב	23 August א' אלול	24 August ב' אלול	25 August ג' אלול	26 August ד' אלול
Shekalim 7:1-2	Shekalim 7:3-4	Shekalim 7:5-6	Shekalim 7:7-8:1	Shekalim 8:2-3	Shekalim 8:4-5	Shekalim 8:6-7



