

YESHIVAT HAR ETZION  
ISRAEL KOSCHITZKY VIRTUAL BEIT MIDRASH (VBM)  
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TALMUDIC METHODOLOGY  
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**Lecture #15: Meat Allocation on *Chag***

Although the slaughtering and preparation of meat on *Yom Tov* is permitted, the *mishna* in *Beitza* (27b) describes a particular prohibition of ALLOCATING meats during *Yom Tov*. In the pre-refrigeration era, meats would usually be purchased by a group, who would purchase an entire animal; each member of the group would commit to acquiring (and eating) a certain percentage of the meat. This "group formation" cannot be performed on *chag*. On *Shabbat*, this prohibition is moot, as meat cannot be slaughtered nor prepared (and is therefore *muktza*).

Rashi, in his comments to the *gemara*, assumes that the allocation included price quotation. Rashi cites the verses in *Nechemia* 13 which describe how Nechemia witnessed the compromising of Shabbat for business activity. By closing the gates of the city for the entire Shabbat, Nechemia hoped to eliminate this activity. Rashi suggests that subscribing to membership in group of meat purchasers while mentioning prices is a form of COMMERCE and would be forbidden under Nechemia's edict. By citing prices, the group has engaged in pseudo-commerce and has violated the prohibition of conducting commerce on *Chag*.

Indeed, the *gemara* immediately inspects the original phraseology of the *mishna* regarding the prohibition of subscription to the group: "*ein nimnim*" (literally, "do not subscribe"). The *gemara* comments that the prohibition is only breached if MONIES were mentioned (*pisuk damim*). This would seemingly support Rashi's contention that subscription is only forbidden if it entails a form of commerce.

An interesting sub-question surrounds the final clause of the *mishna*, which allows pre-arranging a membership group PRIOR to *Chag* and

completing the details during *Yom tov*. It would appear that the actual formation may be clinched on *Chag* as long as monies aren't verbally mentioned. This allowance is articulated and adopted by the *Tzlach* and reflects the simple reading of the dual-claused *mishna*. Rashi, however, opposed this reading and reworked the text of the *mishna*. Rashi's aversion is understandable: if the prohibition of subscription is based upon commercial activity, clinching this membership on *Chag* should be forbidden even if actual monies were not stated but are prearranged!

Perhaps Rashi and the *Tzlach* differ as to the basis of the prohibition surrounding commerce. As stated earlier, Rashi cited the verses in Nechemia as sources for the prohibition. Interestingly, a later Rashi (*Beitza 37a*) cites a verse in *Yeshayahu 58:13*, which directs us to alter our activities on Shabbat, in addition to altering our speech (*ve-daber davar*); This *pasuk* refers to acts of communication and engaging in commerce is forbidden because it compromises the unique sacred discourse of *Shabbat*. (It is intriguing that Rashi, in his comments to the *mishna* in 27b, did not cite the verses he listed in *Beitza 37a*). In theory, prohibiting commercial activity based on the concern of non-Shabbat talk would not extend to situations in which all the terms were predetermined and the deal or membership was only completed on *Chag*.

Perhaps the allowance of the *Tzlach* stemmed from associating the prohibition with the speech-based *pasuk* in *Yehsayahu*. On the other hand, Rashi attributed the prohibition to Nechemia's decree, which would presumably concern ANY form of commerce, even the non-spoken variety and even if the terms were pre-stated and the deal was clinched on *Chag*.

A similar logic arises from Rashi's position regarding yet another permissible option which the *gemara* poses. Although it is forbidden to subscribe to a certain price quantity of meat, the *gemara* allows a person to speak of his share as being similar to a known quantity of meat. He may even hold up the quantified meat and claim, "My portion will be equivalent."

Rabbenu Chananel in describing this allowance portrays a situation in which the comparable share had already been priced before *Chag*. By comparing your subscription to the already priced meat, a person is effectively pricing his share without overtly mentioning a sum. Rashi objects, presumably because this would violate the prohibition of conducting

commerce. Instead, Rashi allows a person to describe his subscription based on a quantified, but not yet priced, portion of meat. AFTER *Chag*, that meat will be priced and the appropriate monetary obligations met. Again, Rashi displays an aversion to allowing actual commercial type transactions simply because they avoid mentioning monies.

A third example of commercial transaction without mentioning money emerges from an interesting qualification of the *Or Zarua*. Although the *gemara* provides several options of permissible meat allocation and division, the *Or Zarua* prohibits all allocation with gentile partners. The *Magen Avraham (Orach Chayim 500:6)* attributes this qualification to the infrequency of subscription with gentiles. Since this partnership is so uncommon, it constitutes commercial activity and is prohibited under any circumstances. The *Or Zarua*, similar to Rashi, was willing to impose the prohibition against commercial activity even in the absence of any spoken monies or pricing.