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TALMUDIC METHODOLOGY  
By Rav Moshe Taragin

**Shiur #14: *Davar Ha-Gorem Le-Mammon* (Part 2)  
To Which Items Does The Principle Apply?**

The [previous shiur](#), addressed R. Shimon's position that a *gorem le-mammon* is halachikally regarded in the same manner as a classic possession. At a minimal level, this may warrant that compensation is required for damages to monetary interests, even when those items are not legally owned by the victim of the damages. Alternatively, this Halakha asserts that this monetary interest actually creates a new form of ownership. In that *shiur*, we attempted to probe this question by exploring the scope of abilities and liabilities for *gorem le-mammon* items. In this *shiur*, we will explore the types of items that can be classified as *gorem le-mammon*.

The *gemara* in *Bava Kama* (98b) discusses compensation for the destruction of a monetary contract (*shetar*). Although the actual paper material is worthless, the contract enables collection of substantial debt, and its absence is therefore financially detrimental. The *gemara* cites two opinions as to whether the *gorem le-mammon* principle would mandate compensation for a destroyed contract. R. Huna suggests that *gorem* is only effective for items of monetary value, such that it does not apply to a contract, which possess no inherent monetary value.

Presumably, the *gemara* is debating the two models of *gorem le-mammon*. If this principle merely monetizes "financial interests," it would be difficult to distinguish between destroying a contract and stealing a *hekdesh*-designated animal. In both instances, the victim did not own the item that was directly damaged (the *hekdesh*-owned animal or the valueless *shetar*), but was nevertheless financially damaged by the harm caused to that item, and he therefore should be compensated. R. Huna's distinction between the destruction of a *shetar* and the *gorem le-mammon* principle may indicate that he maintained that classic *gorem le-mammon* redefines ownership. Although a *hekdesh*-owned animal is not classically owned by the original designator of the *korban*, that person's liability to replace the *korban* in event of loss grants him a **stake** in the

animal, and he is therefore considered **partial owner**. This reassignment of ownership can only take place when the item has monetary worth. The scenario of a contract does not present a re-assignable “item of value;” the debt was not directly damaged and the paper possess no value. Thus, the logic of *gorem le-mammon* as redefining ownership is irrelevant.

An additional question arises regarding employing this doctrine to establish a change in an object’s identity and to create consequences for a third party who does not possess any financial interests. Typically, *chametz* on Pesach is considered to be valueless; by extension, illegal benefit on Pesach from *chametz* that someone else had dedicated as *hekdesch* would not violate *mei’la*. However, some *Rishonim* (*Pesachim* 29) claim that if a person had dedicated this *chametz* and retains an obligation to compensate *hekdesch* in the event of loss, this *chametz* would be defined as a *gorem le-mammon* for that original owner who designated the *hekdesch*. As a consequence, the *chametz* – which usually does not possess value – would now be considered an item of value, and its abuse by a third party would therefore constitute *me’ila* and require *me’ila* payments to *Hekdesch*.

Essentially, the principle of *gorem le-mammon* can establish value and ownership for items that are devoid of halakhic utility. Once assigned value, there are consequences even for parties in this case ‘*Hekdesch*’ for whom the item is not *gorem le-mammon* (since they have no compensation responsibilities and hence no financial interests). This very ambitious logic clearly assumes that *gorem* is a manner of establishing the identity of an item. Classically, it reassigns ownership to the person who maintains financial interest. In the instance of *hekdesch chametz*, the existence of financial interest to the original owner creates halakhic value and hence consequences for an entirely different party - *Hekdesch*. If *gorem le-mammon* merely created compensation responsibilities toward those whose financial interest is damaged, it would have no application to third parties who possess no *gorem le-mammon* interests.

On a different but related note, if *gorem* actually creates second-hand indirect compensation obligations, perhaps it can extend well beyond the reassignment of ownership. Perhaps *gorem le-mammon* can serve as a template for the halakhic recognition of “secondary impact” just as the doctrine mandates compensation for the damaging of these interests it may yield additional consequences. An interesting *gemara* in *Shavuot* (32a) discusses the halakha of *shevuat ha-eidut*, essentially a form of subpoena. A litigant can force an oath upon witnesses whom he suspects harbor important monetary testimony. By

compelling them to take an oath that they have no testimony or knowledge, the litigant is effectively trying to elicit whatever testimony they might possess. Typically, such an oath/subpoena can only be imposed regarding testimony that could conceivably create monetary obligations. Based on this, the *gemara* considers whether a *shevua* can be imposed upon a lone *eid*, who typically cannot mandate monetary payments but who can trigger an oath upon the defendant, which under certain situations can itself morph into a monetary obligation. Does this potential to create indirect monetary obligations expose the lone *eid* to a possible subpoena *shevua*? The *gemara* hinges this question on the debate between the *Rabbanan* and R. Shimon about whether *gorem le-mammon* is considered *mammon*.

Many *Rishonim* (such as the Ramban in his *Sefer Dina De-Garmi*) disassociate the two concepts; although identical language is employed, the two debates are completely unrelated. This severing between the two discussions possibly reflects a logic that views classic *gorem le-mammon* as a novel way to define **ownership** of **objects**. Although a sacrifice is not owned by the original designator, it still provides financial interests, and according to R. Shimon it may therefore be considered as partially owned by that person. This definition has absolutely no carryover to the issue of oaths and subpoenas for a witness who can indirectly create monetary obligations. *Gorem le-mammon* asserts a new way of defining ownership upon items, whereas the *gemara* in *Shavuot* is probing the relevance of subpoenas for a witness who can only indirectly trigger monetary obligations.

If, however, the *gorem le-mammon* doctrine suggests culpability for indirect financial interests, perhaps there is some overlap between the two discussions. *Gorem le-mammon* monetizes financial interests, and it can similarly monetize witnesses who can indirectly cause obligation. Although the two discussions can be separated, they may be interrelated.

Similarly the *gorem le-mammon* principle may monetize items even without reassigning ownership. The *gemara* in *Bava Batra* (94a) describes a case in which pebbles and dirt are mixed with edible grains. Would someone who collects these pebbles be obligated to compensate the owner? After all, even though this dross has no inherent value, it can be included when selling grains (thereby reducing the volume of actual grains delivered to the purchaser and increasing profit). This interesting question seems to be unrelated to the *gorem le-mammon* issue. The pebbles are **clearly** owned by the owner of the bushel of grain, and questions of compensation for acquiring these pebbles should be

independent of the *gorem le-mammon* debate. Nevertheless, the Rivam (cited by Tosafot, *Bava Batra* 94a) claims that payment for these pebbles depends on whether we adopt R. Shimon's *gorem le-mammon* concept. Evidently, the Rivam views *gorem le-mammon* as a manner of monetizing financial interests. It can similarly monetize pebbles, which would otherwise be worthless but can cause financial impact. If *gorem* merely reassigns ownership, it indeed would have no relevance to this situation, since the ownership of the pebbles is complete and unquestioned.