

**TALMUDIC METHODOLOGY**  
**By Rav Moshe Taragin**

**Korban Pesach – The Minui Process**

One of the unique laws governing the korban Pesach (paschal sacrifice) is known as minui. A person must reserve the share of the korban Pesach that he intends to eat. According to many positions, he is forbidden from eating the korban unless he reserves his share in advance. Even those positions which permit eating without prior reservation demand that the korban Pesach be sacrificed on behalf of the 'minuyim' (delegated parties) and not on behalf of people without these advance reservations. The source for this halakha is a pasuk in Shemot (12:4): "If the household does not contain sufficient people to 'cover' the eating of a sheep, then he should include his neighbor 'be-mikhsat nefashot' (in the number of souls)." How are we to understand this unique halakha?

Korban Pesach deviates from the standard form of korbanot by the fact that an individual can "participate" in the korban (eat the meat and fulfill his mitzva) even without being involved in the act of dedication. Generally, korbanot exhibit a higher degree of rigidity. The owner (or owners) who dedicates the animal is defined as the ba'al of the korban; it is he - and only he - who fulfills his obligation by this korban's sacrifice. If the animal is sacrificed on behalf of others, no obligation has been fulfilled. No one is permitted to "jump on board" after the initial hafrasha (dedication) ceremony. Korban Pesach obviously departs from this norm. Individuals who were in no way part of the original dedication ceremony can assign themselves to this animal - provided they make their assignments prior to the actual sacrifice of the animal.

In fact, it appears that with regard to korban Pesach the dedication might play little or even no role. The Rambam (Hilkhos Korban Pesach 4:9) maintains that a Gentile who dedicates a korban Pesach and subsequently converts may offer the very animal he selected and designated as a Gentile. This halakha would confirm the meaningless role played by the hafrasha of a korban Pesach. (For an expanded discussion regarding this issue, see the Mikdash Dovid at the beginning of Hilkhos Korban Pesach.)

Given this discrepancy in the manner by which people can access the korban (i.e. there is no need for hafrasha), one question emerges: by assigning themselves to the korban, do these minuyim achieve a status approximate to the ba'al of a korban (albeit through completely different and unexpected procedures)? Or do the minuyim of a korban Pesach in no way possess the status of ba'al ha-korban? According to the second option, in

order to become ba'alim they would have to participate in the actual hafrasha. Instead, they are afforded a completely new status - people who reserved their right to EAT this korban Pesach and thereby to fulfill their mitzva, without being considered owners of the korban. We will attempt to probe this question regarding the nature of minuyim.

Possibly the most telling issue which might reflect our question is the underlying logic behind this capacity to sign on after hafrasha. The Yerushalmi (Pesachim 8:4) cites two opinions regarding this process. According to Rav Huna, we assume that the original dedicators stipulated their dedication to include any subsequent minuyim. Therefore, if the original dedicators specifically exclude future sign-ons, no minuyim are allowed. Conversely, Ze'iri provides a more formal textual source to justify the concept of successive minuyim - the pasuk stated above. Clearly, Rav Huna's logic allows us to consider the ultimate minuyim as participants in the actual hafrasha. The original dedicators included in their designation of this animal any future participants - to be determined between the time of hafrasha and the time of shechita. Halakha considers these eventual minuyim to be partners in the korban. In fact, as the Yerushalmi continues, we consider this korban to be "hekdesch shutfin" - a korban of many partners, a title which has significant ramifications for the laws of temura. By contrast, Ze'iri is not compelled to discover an inherent condition which includes the minuyim in the hafrasha process. Rather, the Torah permits subsequent sign-ons as a unique dynamic of korban Pesach based on the aforementioned pasuk. According to Ze'iri, the Yerushalmi reasons that this korban would be considered "hekdesch yachid" - a private korban with different consequences for temura. Tosafot in Pesachim (89b s.v. Ve-zeh) appear to adopt Rav Huna's justification for minui.

HOW can someone make a late reservation for korban Pesach? What exactly is the legal procedure? Though the gemara is somewhat unclear on this point, we might infer the need for an actual acquisition from the gemara (Pesachim 89b) which speaks of the new sign-on paying money to the original dedicator(s). Does this money serve the role of a ma'aseh kinyan, in which the new person halakhically purchases his share from his predecessor?

This question might be influenced by the ensuing discussion in the gemara, which poses two options for understanding why the recipient of the money can use it for general purposes (according to Rabbi) and not exclusively for hekdesch. After all, if the manui (singular for minuyim) is BUYING his share in an article of hekdesch, then his money should acquire hekdesch status and be forbidden for private use. How might we explain Rabbi's position allowing the recipient of this money to use it for general purposes? The gemara offers two opinions:

1) Rabbi views a korban Pesach as limited in its status of hekdesch; hence, there is no initial status of hekdesch within the animal to be transferred onto the money.

2) Indeed, the animal is hekdesch, but the manui prevents the money he offers on behalf of his share of the animal from becoming hekdesch. According to Rashi's understanding, the manui stipulates that he is not buying a

corresponding share in the animal but rather giving a gift to the dedicator while the dedicator reciprocates with his own gift - a share in the korban.

Clearly, according to the first option the manui is purchasing his share, suggesting some acquisition of ownership status and a possible active role for the money in establishing this state. According to the second option of explaining Rebbi, it is difficult to determine the exact halakhic role which the money plays in possibly establishing a legal right for the manui.

A third interesting nafka mina revolves around the mishna's listing of the pesul known as "she-lo le-minuyav." In general, inappropriate thoughts during the sacrificial ceremony disqualify a korban. Examples of such inappropriate intentions are: to eat the animal in the wrong place, at the wrong time, and (in some cases) to sacrifice the animal for the wrong person (shinui ba'alim). The mishna in Pesachim (61a) lists a unique pesul for korban Pesach - sacrificing on behalf of non-minuyim. Tosafot (61a s.v. Ve-itkash and s.v. Shachatu) debate whether sacrificing for non-minuyim is the equivalent of sacrificing for non-owners. The ramifications of this analogy are very important. Intentions for non-owners can be problematic at any stage of the sacrifice ceremony. Would the same hold true for intentions regarding non-minuyim, or would we claim that even minuyim are not considered true owners but still are "sacrificed for" because they have aligned themselves with this animal through the process of minui? According to the latter option, sacrificing for a non-manui is a SEPARATE problem unique to korban Pesach and the pesul would be limited to improper thoughts during the time of shechita (based on the aforementioned pasuk demanding shechita for the minuyim). This question is debated by the two Tosafots mentioned above.

The gemara (Pesachim 89b) poses an interesting question: If one manui has a larger appetite, can the others "limit" his eating so that he is only given an equal share? Or can he join the others and eat to his heart's content, possibly "out-eating" his co-minuyim? The gemara ultimately rules that indeed his peers can demand that he take no more than his proportionate share. Why, though, did the gemara even consider allowing him to out-eat his co-minuyim? After all, they are all equal "partners" in this animal, and in general, shutafim receive equal shares! Could it be that that indeed the concept of shutafut is inapplicable to korban Pesach, since no one actually enjoys any legal status as owner of this korban? Perhaps they are all defined as potential "eaters" of the korban. In this light, we would have no mandate to equalize their shares as long as they are all eating. The absence of owner status might have allowed the gemara to consider granting him heftier eater privileges to eat beyond his ration. Of course, the gemara concludes that the others can still insist upon equalizing the eating shares; even if they are all defined as eaters of the korban, they must all eat equally.

SUMMARY:

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We have introduced a fundamental question regarding the korban Pesach. Does the minui process mimic the ownership status which hafrasha

normally confers? Or do minuyim have a unique status - people who don't OWN the korban but have eating rights? The following areas were examined in light of this question: the rationale behind minui, the manner of "signing up," the nature of improper intentions for non-minuyim, and the question of how we might divide the meat between minuyim of different eating capacities.