



Today's Daf In Review is being sent l'zecher nishmas Habachur Yechezkel Shraga A"H ben R' Avrohom Yehuda

Bava Metzia Daf Samach Beis

- **Q:** A Braisa says, if a father left over money of ribis for his heirs, they may keep it. This suggests that *they* may keep it, but the father himself would have had to return the money. This refutes **R' Yochanan**, who said that ribis is not collectible by Beis Din!? **A:** In truth their father would not have had to return the money either. It is just that the end of the Braisa discusses that if the interest was a recognizable item the heirs should return it so as not to embarrass their father, the beginning of the Braisa also talks in terms of the heirs.
 - **Q:** Why would they have to take pains to avoid embarrassing their father, when it was he who did the aveirah!? **A:** The case is like **R' Pinchas in the name of Rava** said, that the father did teshuva but didn't have time to return the item before he died. In that case the children do have an obligation of respect for him, to prevent further embarrassment.
- **Q:** A Braisa says, gazlanim and lenders with interest [which the Gemara explains to be one case – gazlanim, who have lent with interest], must return it. This contradicts **R' Yochanan**!? **A:** It is actually a machlokes Tanna'im in a Braisa, and **R' Yochanan** holds like the other Tanna. The Braisa says, **R' Nechemya and R' Eliezer ben Yaakov** (argue on the T"K and) say that one who lends with interest or guarantees such a loan is not chayuv malkus, since they are subject to a "kum vaasei". Presumably this "kum vaasei" is that they are to return the interest that they took. Based on this, it must be that the T"K holds that they do not have to return the interest, which is why they are subject to malkus. Based on this, **R' Yochanan** would hold like the T"K.
 - It may be that the kum vaasei that they argue about is whether the lender has to rip up the loan document before collecting on the interest.
 - **Q:** What does the Braisa hold? If the Braisa holds that a documented debt is considered as though it is already collected, then the lender is considered to have already done the issur, so why would **R' Nechemya and R' Eliezer ben Yaakov** hold that he is patur from malkus? If the Braisa holds that it is not considered as if collected already, then no issue has yet been done, so why would the T"K hold that he does get malkus? **A:** The Braisa holds that it is not considered as if collected, but **R' Nechemya and R' Eliezer ben Yaakov** hold that the placing of the interest obligation is itself enough of an act that it makes the person subject to malkus.
 - This must be correct, based on a Mishna, which says that even the witnesses to a loan document with interest are oiver a lav. Now, the witnesses did not act in the collection of the interest and yet they are chayuv. It must be, because the placing of an interest obligation (to which they signed) is itself a lav as well. **SHEMAH MINAH.**
- **R' Safra** said, for any type of interest that would be enforceable under secular law, under Jewish law we would make the lender return it to the borrower. If it is a type of interest that would be unenforceable under secular law, under Jewish law we would not make the lender return it to the borrower.
 - **Q: Abaye** asked **R' Yosef**, there is the case of lending a se'ah of produce and being paid back with a se'ah of produce, which is assur as ribis, and is enforceable under secular law, and yet under Jewish law we would not make the lender return it to the borrower!? **A: R' Yosef** said, the secular courts enforce this payment as being a case of a deposit. They do not view it as a loan with interest. **R' Safra** said his rule only regarding cases where the courts enforce the payments as *interest* payments.
 - **Q: Ravina** asked **R' Ashi**, there is the case of a lender who takes a field as collateral, with the right to keep the produce of the field during this time, and does not take the value

of the produce off from the principle amount of the loan, which is considered ribis, and is enforceable under secular law, and yet under Jewish law we would not make the lender return it to the borrower!? **A: R' Ashi** said, the secular courts enforce this payment as being a case of a sale (and a buyback of the field upon repayment of the loan). They do not view it as a loan with interest.

- **Q:** What was **R' Safra** coming to include when he said his rule? **A:** When he said “any type of interest that would be enforceable under secular law, under Jewish law we would make the lender return it to the borrower”, he was referring to ribis ketzutza, according to view of **R' Elazar**. When he said “any type of interest that would be unenforceable under secular law, under Jewish law we would not make the lender return it to the borrower”, he was referring to advance interest (one who gives a gift in the hopes of obtaining a loan) and after-the-fact interest (he sends a gift later in appreciation for having been given a loan).

KEITZAD LAKACH HEIMENU CHITIM...

- **Q:** Why is it an issue if he doesn't have wine at the time? A Mishna says, that a contract that calls for advance payment and for future delivery at a set market price at the time of payment is not a ribis issue, because even if the seller doesn't have the item at the time, since he could buy it at the time he receives the money, it is not a problem of ribis. Why then is it a problem in the Mishna!? **A: Rabbah** said, the case is where the seller takes the value of the wheat upon himself as a loan, and obligates himself to now pay that back with wine. Since he didn't get any money at that time, the fact that there is a market price does not make it mutar. In fact, a Braisa says this as well.
 - **Q: Abaye** asked, if the reason it is not allowed is because he did not receive actual money, why does the Mishna specify that he doesn't have wine at the time? Even if he did have wine at the time it would seem that it should be assur!? **A: Abaye** therefore said, the Mishna can be explained like the Braisa of **R' Safra** from the Braisa of ribis of **R' Chiya**, which said that there are some things that should be mutar, but which are assur, because they look like the parties are trying to evade ribis. The Braisa explains, for example, if a person asked a second person for a loan of 25 silver coins, and the person responded “I don't have that money, but I have wheat worth that amount that I can give you”, and he gave him the wheat, and then bought it back from him for 24 silver coins (the borrower was willing to sell at a discount because he was hard pressed for the money), although this should be mutar, it is assur, because it looks like they are circumventing the halachos of ribis. **Abaye** said, our Mishna is discussing this case. The person asked for a loan of 30 silver coins and the “lender” said he didn't have money but can give him wheat in the amount of 30 silver coins, and the lender then went and bought back the wheat for 25 silver coins. The lender then asked for repayment of his debt of 30 silver coins (equal to the wheat that he lent), and the borrower said, instead of giving you the money, you can get wine from me in the value of 30 silver coins. Now, if the borrower has wine that he is ready to give in the value of 30 coins, then it is payment in kind, and it will not be assur. But, if he does not have the wine, and he will instead take 30 coins of money, that looks like ribis and it is therefore assur.
 - **Q: Rava** asked, if the case is (as **Abaye** says) that the lender is asking for the value of his wheat (not the wheat itself), the Mishna should not say that the lender says “give me my wheat”, rather he should say “give me the value of my wheat”!? **A:** Read the Mishna as if it says “give me the value of my wheat”.
 - **Q: Rava** asked, based on **Abaye's** explanation, why does the Mishna say that the lender said “I need the wheat because I want to sell it”? He is looking for the money, so, if anything, the Mishna should say “give me the value of the wheat that I sold you before”!? **A:** Read the Mishna as if it says “give me the value of the wheat that I sold you before”.
 - **Q: Rava** asked, based on **Abaye's** explanation, why does the Mishna say that the borrower says he is agreeing to take the value of the wheat on him as a loan? According to **Abaye** the wheat was never part of sale, but was rather a loan from the beginning!? **A: Abaye** would say that we should understand the Mishna's words to mean that the borrower says “for the value of the wheat that

you made into a loan for me, you can instead now have a claim for an equal value of 30 silver coins worth of wine”.

- **Q: Rava** asked, the Mishna says that value of the wheat at the beginning of the story was 25 silver coins (one gold coin), but according to **Abaye** the amount at the beginning was 30 silver coins!? **A: Rava** therefore said, the Mishna can be explained like **Rabbah** said. We asked on **Rabbah** why the Mishna makes a difference whether or not the borrower has the wine in his possession at the time. The answer is that it is a Braisa of **R' Oshaya** that makes this difference, and allows a forward contract paid for with a debt, only when the borrower has the items in his possession at the time.