



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

Bava Metzia Daf Samach Hey

- **Abaye** said, if a loan is made with interest, and the borrower pays the interest with wheat (instead of money) and gives the wheat at a discounted rate (the market rate is 4 measures per zuz, but he gives 5 measures for each zuz of interest that he owes), when Beis Din later takes back the interest from the lender, they only take back at a rate of 4 measures per zuz, because we view the additional amount not as interest, but as a discount given by the borrower. **Rava** said, we take the wheat away from him at a rate of 5 measures per zuz, because we view the entire amount as interest.
- **Abaye** also said, if the borrower gave a garment instead of 4 zuz of interest that he owed, when Beis Din takes the interest back from him they take it in cash, and not the actual garment. **Rava** said, we take the actual garment from him, so that people not see the garment and say "that is a garment of interest".
- **Rava** said, if a lender loaned money for an interest payment of 12 zuz, and the borrower paid back with the free use of his field that normally rents out at 10 zuz, when Beis Din takes back the interest, they take back 12 zuz.
 - **Q: R' Acha MiDifti** asked **Ravina**, why can't the lender say, I accepted the rental as 12, because I didn't have to pay for it, but now that I have to pay for it, it should only have a value of 10, just like it does for everybody else!? **A:** They can tell the lender, you accepted this as 12 zuz, therefore that is the value that it has.

MISHNA

- One may increase the rent for a payment that is late, but one may not increase a purchase price for something that is late.
 - How so? If someone rents out his chatzer he can tell the renter, "If you pay me for the year now, it will cost you 10 sela'im for the year, but if you pay me monthly, it will cost you 1 sela per month", and it would be mutar to do so. If someone sells a field and says to the buyer, "if you pay me the full amount now I will give it to you for 1,000 zuz, but if you will not pay me until the threshing season, the price will be 1,200 zuz", that would be assur.

GEMARA

- **Q:** Why is this permitted in the case of rent and assur in the case of a sale? **A: Rabbah and R' Yosef** both said, rent is not due until the end of the month. Therefore, we say that the monthly amount that he gave for a monthly rental payment is the true rental value. When he gives a discount for an up-front payment, that is because he is being paid before the amount is due, and therefore this discount is mutar. With regard to a sale, the purchase price is due when the sale is completed. Therefore, when he says that a later payment comes at an additional rate, it is deemed to be an additional amount for making him wait for his money, which is interest, and is therefore assur.
 - **Rava** said, the pasuk of "kischir shana b'shana" teaches that a rental payment is not due until after the end of the period.

V'IHM LAGOREN BISHNEYM ASAR MANEH ASSUR

- **R' Nachman** said, "tarsha" – where someone sells something at a higher price for a sale when the payment is due at a later time, is mutar.
 - **Q: Rami bar Chama** (or **R' Ukva bar Chama**) asked **R' Nachman**, our Mishna says that doing so is assur!? **A:** He answered, in the Mishna the seller explicitly tells him that if he pays earlier he will get a lower price, and that is why it is assur, whereas I (**R' Nachman**) was talking about a case where this was not explicitly said.

- **R' Pappa** said, my type of “tarsha” is mutar. [**R' Pappa** was a beer merchant and would sell in Tishrei at the higher Nissan price for people who wanted to take delivery and not pay until Nissan]. He explained, that he could have kept the beer until Nissan (because it doesn't spoil) and didn't need the money until Nissan, so it was he who was doing a favor for these people by allowing them to take it today and pay him in Nissan. Therefore, by not saying explicitly that it would be cheaper if he paid today, it is mutar.
 - **R' Sheishes the son of R' Idi** said to **R' Pappa**, you feel it is not interest because you are looking at it from your perspective. However, if you look at it from the perspective of the customer, he is paying more because he doesn't have the money to give now, which is interest!?
- **R' Chama** said, my type of “tarsha” is mutar. [**R' Chama** would sell items at a higher price than market to people who would then sell it in other regions for the higher price. They would then use that money and repay **R' Chama** at a later date. **R' Chama** felt this was mutar, because he retained responsibility for the items after he “sold” them, and therefore it was truly not a sale at all. Rather, these people acted as agents to sell the items to other people, and the money they got for that was a straight loan, which they later repaid to **R' Chama**. However, the issue is that they acted as agents without pay. The pay seemed to be the granting of a loan. This would seem to constitute ribis]. **R' Chama** said he was allowed to do this because their “payment” was the fact that they were given the honor of talmidei chachomim for as long as they were dealing with the merchandise of **R' Chama**.
- The Gemara paskens that the halacha follows **R' Chama** (in this last statement), and the halacha follows **R' Elazar** (who said that prearranged interest is taken back by Beis Din), and the halacha follows **R' Yannai** (who said that there is no difference if the seller delivers the produce or simply gives money).

MISHNA

- If someone sold a field and the buyer only gave part of the purchase price, and the seller said “whenever you pay the balance, the field will become yours retroactively”, it is assur (if the buyer were to eat the produce in the meantime it will be ribis if he never buys the field and the down payment was therefore only a loan, and if the seller eats the produce and the buyer eventually does buy the field, it is ribis for the seller).
- If someone lent money using the field of the borrower as security, and the lender said, “if you don't pay me within 3 years the field becomes mine”, the field will become his (although it is worth more than the loan). In fact, Baysus ben Zunin used to do this on the say-so of the **Chachomim**).

GEMARA

- **Q:** In a case where a buyer gave a down payment for a field, but has not yet given the rest of the money, who is entitled to the produce of the field? **A: R' Huna** said the seller gets the produce, and **R' Anan** said the produce is held by a third party and eventually given to the party that owns the field (when it becomes certain as to who owns it).
 - They don't argue. **R' Huna** is talking about a case where the seller said “when you pay the balance the field will then be koneh to you”, and **R' Anan** is talking about a case where the seller said “when you pay the balance the field will be koneh to you retroactively from now”.
- **R' Safra** taught a Braisa from the Braisos of **R' Chiya** regarding ribis. The Braisa says, when a field is partially paid for, sometimes the seller and buyer may both take the produce, sometimes neither of them may take the produce, sometimes the seller may and the buyer may not, and sometimes the buyer may and the seller may not.
 - **Rava** explained the 4 cases. The first case is where the seller told the buyer “be koneh a piece of the field now in the value of the down payment that you are now giving. The second case is where the seller said “when you pay in full you should be koneh retroactively from now. The third case is where the seller said “when you pay in full you will be koneh then”. The fourth case is where the seller said “be koneh the field now and the remaining payment should be like a loan that you now owe me”.
 - **Q:** Who is the Tanna that says that there are times when they are both assur to take the produce? **A: R' Huna the son of R' Yehoshua** said, it does not follow **R' Yehuda**, because

he says when only one possible outcome of the transaction leads to ribis, it is not a problem.

- A Braisa says, if a borrower gave a house or a field as collateral to the lender, and the lender then told the borrower, “if you ever decide to sell this house or field, you must sell it to me at such-and-such a price” (which was a low price), it is assur. If he said “you must sell it to me at its true value”, it would be mutar.
 - **Q:** Who is the Tanna that says that the right of first refusal at a lower price is assur? **A:** **R’ Huna the son of R’ Yehoshua** said, it does not follow **R’ Yehuda**, because he says that when only one possible outcome of the transaction leads to ribis, it is not a problem (and if the borrower never decides to sell it, there is no ribis).
- The Braisa continues and says, if someone sold a house or a field, and the seller told the buyer, “when I have money to buy it back you must return it to me (and the sale is batul)”, it is assur. If the buyer instead said “when you have money I will then give it back to you”, it is mutar.
 - **Q:** Who is the Tanna that says that in the first case it would be assur? **A:** **R’ Huna the son of R’ Yehoshua** said, it does not follow **R’ Yehuda**, because he says that when only one possible outcome of the transaction leads to ribis, it is not a problem (and it is only a problem if the seller ends up having money and making the sale batel).
 - **Q:** What is the difference between the first and second case? **A:** **Rava** said, the second case is where the buyer says he will consider giving it back if the seller is able to come up with the money, but it is not automatic. Therefore, if he does give it back it would be considered as a sale that happens at that time, and there is no problem of ribis.
 - There was a person who bought a field without achrayus. When the seller saw that the buyer was upset about that, he assured the buyer that he would compensate him if the field was taken away. **Ameimar** said, this assurance has no effect, and was said to simply try and appease the buyer. **R’ Ashi** asked **Ameimar**, you are saying that these words have no effect, because it is a condition that the buyer should have made and instead the seller made it. In the Braisa’s second case it is also the wrong party making the condition (there it is the buyer instead of the seller) and **Rava** said the only reason it does not take effect is because he said he will consider returning it at the time. This suggests that if not for that it would take effect!? **Ameimar** said, **Rava** actually means that it does not take effect, because it is the buyer making the condition in a case when it should be the seller, and he is saying that it is therefore as if he said he will consider it, and it therefore doesn’t take effect.