



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

Bava Metzia Daf Samach Zayin

- There was a woman who appointed a shaliach to buy land for her from her relative. Before the sale was done, the seller said "if I am able to come up with the money, you must sell the land back to me". The shaliach said "you and Navla (the name of the woman) are relatives", which seemed to suggest that he was telling the seller that they would work it out. **Rabbah bar R' Huna** said, that response causes the seller to rely that his condition was accepted, and therefore the land was sold on the condition that he can buy it back if he has the money.
 - **Q:** In this case the land would therefore go back to the seller if he came up with the money. What is the halacha regarding the produce that the buyer had eaten during the time that he was in possession of the field? Is it considered ribis ketzutza, and will be taken away by Beis Din, or is it avak ribis and will not be taken by Beis Din? **A: Rabbah bar R' Huna** said, it is avak ribis and will not be taken by Beis Din. **Rava** said this as well.
 - **Q: Abaye** asked **Rabbah**, what would be the halacha regarding a lender who ate produce from a property that was given to him as collateral? Do we say that just like in the case above, in this case it was not prearranged interest, and therefore it is not collected by Beis Din, or do we say that the case above was a case of a sale, but this is a loan and is therefore treated differently? **A: Rabbah** said, this case is the same as the previous one, in that there is no prearranged interest, and therefore it is not taken back by Beis Din.
 - **R' Pappi** said, in an actual case of a sale that the seller later came up with the money and took the field back, **Ravina** paskened to take the value of the produce back from the buyer. Clearly, he argues on **Rabbah bar R' Huna**.
- **Mar the son of R' Yosef** said in the name of **Rava**, with regard to a field given as collateral, if the custom in the area is that the borrower can take back the field even before the due date of the loan if he pays up the loan, then if the lender ate produce in the amount of the loan, the borrower takes it back without having to repay the loan. If he ate more than the amount of the loan, we can't get that extra amount from him (because it is only avak ribis), and we also can't count it towards another loan that he may have given. However, if the loan was to orphans, then if the lender ate produce in the amount of the loan, the orphans take it back without having to repay the loan. If he ate more than the amount of the loan, we do get that extra amount from him, and we also count it towards another loan that he may have given. **R' Ashi** said, if we can't take from the extra when he ate more than the loan (because it is only avak ribis), we also can't take the field back without repaying the loan, because that is also a form of collecting the produce that he ate, and since it is only avak ribis, this cannot be collected by Beis Din.
 - **R' Ashi** paskened in a case of minor orphans as if they were adults (he did not give them any different treatment).
 - **Rava the son of R' Yosef in the name of Rava** said, with regard to a field given as collateral, if the custom in the area is that the borrower can take back the field even before the due date of the loan if he pays up the loan, then the lender should not eat any of the produce unless he reduces the amount of the loan, and if the lender is one of the **Rabanan**, he should not do so even if he reduces the loan.
 - **Q:** How can one of the **Rabanan** have an arrangement where he can take the produce? **A:** He can do so if there is a limit on the amount that he is allowed to take.
 - **Q:** This is only true according to the view that when it is limited it is mutar. However, according to the view that even that would be assur, what can one of the **Rabanan** do? **A:** It would have to be done like the

arrangement that they would use in Sura, where the land would be given to the lender and he would be allowed to take the produce for a certain number of years, after which time he would return it to the borrower, who would no longer have to repay the loan.

- **R' Pappa and R' Huna the son of R' Yehoshua** both said, with regard to a field given as collateral, if the custom in the area is that the borrower can take back the field even before the due date of the loan if he pays up the loan: 1) a creditor of the lender cannot collect from this field, because the lender is not considered to own the field, 2) if the lender has a bechor, that son will not get a double portion of that field (since it is not fully owned by the lender at that point), and 3) when shmitta arrives, it will cancel the debt. In a place where the borrower may not take back the field before the due date: the lender's creditor may collect from that field, the bechor does take a double portion, and shmitta will not cancel that loan.
- **Mar Zutra in the name of R' Pappa** said, with regard to a field given as collateral, if the custom in the area is that the borrower can take back the field even before the due date of the loan if he pays up the loan, the borrower can take back even the dates that are already on the mats. However, if the lender had lifted the dates in baskets, he was koneh them. According to the view that the keili of the buyer can be koneh even when in the reshus of the seller, even if he didn't lift the basket, the lender would still be koneh.
- **Q:** It is obvious that in a place where the borrower may take back the field, but the lender made a condition when he gave the money that the borrower may not take back the field early, the condition was made and the borrower must abide by it. What about in a place where the borrower is not allowed to take back the field early, but the lender agreed that the borrower would be allowed to take it back early? Would the borrower have to make a kinyan with the lender to make this take effect? **A: R' Pappa** said, he would not have to make a kinyan, and **R' Sheishes the son of R' Idi** said that he would. The Gemara paskens that the halacha is that he would have to make a kinyan.
- If the borrower told the lender "I am going to get money to bring for repayment of the loan", the lender may no longer eat the produce. If he told the lender "I am going to raise money to bring you to repay the loan", **Ravina** said that the lender may continue to eat the produce and **Mar Zutra the son of R' Mari** said that he may not. The Gemara paskens that the halacha is that he may no longer eat the produce.
- **R' Kahana, R' Pappa, and R' Ashi** would not eat the produce from a field that they got as collateral even if the deal was that the amount of the loan would decrease every year. **Ravina** would eat in this situation.
 - **Mar Zutra** explained, that **Ravina** holds it is no different than a field that is given to hekdesch and then redeemed by someone else. The redeemer may eat a lot of produce even though the amount of the redemption may be small. The same is with the lender who has his loan reduced by a small amount per year. Those who hold it is assur hold that the case of redemption is different than the case of a loan, because in the case of a loan it looks like ribis.