



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

Bava Metzia Daf Ayin Beis

- A Braisa says, if a Yid borrowed money from a goy with ribis, and they then established the full amount owed (the old principal plus the ribis) as the principal of a new loan, and the goy converted, the halacha is as follows. If the loan was converted to the new loan before the goy converted to Judaism, then he may collect the entire amount. If the loan was converted after the goy converted, then he can only collect the principal amount of the original loan. Similarly, if a goy borrows from a Yid with ribis and they then established the full amount owed (the old principal plus the ribis) as the principal of a new loan, and the goy converted, the halacha is as follows: If the loan was converted to the new loan before the goy converted to Judaism, then the Yid may collect the entire amount. If the loan was converted after the goy converted, then he can only collect the principal amount of the original loan. **R' Yose** says, if a goy borrowed money from a Yid with ribis, then no matter when the loan was converted (whether before the goy converted or after), the Yid may collect the full amount of principal and ribis.
 - **Rava in the name of R' Chisda in the name of R' Huna** said, the halacha follows **R' Yose**. **Rava** explained, the reason for **R' Yose's** view is so that people shouldn't say that the goy converted to avoid having to pay the ribis money.
- A Braisa says, with regard to a document which calls for interest payments, **R' Meir** says we penalize the holder and he may not collect the principle or the interest payments. The **Chachomim** say he may collect the principle, but not the interest.
 - **Q:** What is the point of machlokes? **A: R' Meir** holds that we penalize a mutar thing, because the person tried to do an assur thing, and the **Chachomim** hold that we don't do that.
 - **Q:** A Mishna says, predated promissory notes are passul, but postdated ones are valid. Now, we can understand why the predated note is passul with regard to using the earlier date (the one written in the note) for collection, but why can't it be used if we use the date that the loan was actually made? **A: Reish Lakish** said, this Mishna follows the view of **R' Meir** (that we penalize a mutar thing, because the person tried to do an assur thing). **R' Yochanan** said, the Mishna can even follow the **Rabanan**, but in this case they are goizer that if we allow them to collect with the later date, they may very well come to collect from the earlier date as well.
 - There was a person who borrowed money and gave his vineyard as collateral. After using the vineyard for 3 years, the lender told the borrower, "sell me the vineyard, because if you don't, I will hide the loan document which shows that it is only collateral, and I will claim that I had bought it from you (uncontested use for 3 years can be used to prove ownership)". The borrower went and gifted the vineyard to his minor child and then "sold" it to the lender with achrayus.
 - **Q:** The sale is clearly not a valid sale, because the vineyard was previously gifted to the son. Is the money paid for the field considered to be like a written loan, which can be collected from encumbered property, or is it only considered to be an oral loan, which must be collected from unencumbered property? **A: Abaye** said, this would seem to be the same case in which **R' Assi** said that if one admits to having written a document, the document need not be certified to enforce collection, and this is even from encumbered properties. We see that even if a document is not valid it can create a lien on encumbered properties, and the same should be true with this invalid document of sale.
 - **Rava** said, the cases are different. In **R' Assi's** case the document was allowed to be written, whereas in the case of the vineyard, the document had no right to be written.

- **Q: Mareimar** repeated the previous discussion. **Ravina** asked **Mareimar**, if so, why did **R' Yochanan** have to give a reason to say that the document is not valid because of a gezeirah, why didn't he say that it is not valid because it had no right to be written in the first place!? **A: Mareimar** said, the cases are different. In the case of the predated note, although the note was not allowed to be predated, it was otherwise properly written. In the case of the vineyard, the sale document should have never been written at all!
- **Q:** A Braisa says, what is the case of being paid for improvement to the land? If someone steals land and sells it and it is then repossessed, the buyer collects the amount for the field even from encumbered properties, but collects the amount for the improvements to the field only from unencumbered properties. Now, why don't we say that since that document should never have been written, it cannot create a lien!? **A:** The cases are very different. In that case the Gemara says that the ganav will try and buy the land from the true owner and give it back to his buyer so that he is not called a ganav, or so that he keep his reputation as an honest person. Doing so will make the document valid. In the case of the vineyard, the whole intent of the sale document is to fool the lender and later repossess the field!

MISHNA

- If a contract calls for advance payment for and future delivery of produce, at a set market price at the time of payment, there is no ribis issue, because even if the seller doesn't have the item at the time, he could buy it at the time he receives the money.
 - If he was the first of the reapers, and therefore no market price was set yet, he may still enter into a forward contract on a stack of produce that he has in his possession, for later delivery of threshed grain, and he may enter into a forward contract on a vat of grapes for future delivery of wine, or on a vat of olives for future delivery of oil, or on balls of clay for future delivery of pots, or on limestone that was put into the oven for future delivery of lime.
 - One may enter into a future contract on animal waste at any point during the year. **R' Yose** says he may only enter into this contract if he has waste in his possession at the time. The **Chachomim** said it is mutar in either case.
 - In all the permitted cases, if the buyer wants to protect himself against a decline in price at the time of delivery, he must specify with the seller that he is to take delivery at the lower of the price at time of payment and at time of delivery. **R' Yehuda** says, even if he didn't specify, when it comes time for delivery he can tell the seller "either you give it to me at the current, lower price, or you must give me my money back".

GEMARA

- **R' Assi in the name of R' Yochanan** said, one may not enter into a forward contract based on a current market price (when there is no stable, set price). **R' Zeira** asked **R' Assi**, did **R' Yochanan** even say this regarding a large market? He said, **R' Yochanan** only said this regarding prices of local markets, which are not set and stable.
 - **Q:** According to the initial thought, that **R' Yochanan** meant even a large market, how would we understand our Mishna, which allows one to enter into a forward contract when there is a set price? **A:** The Mishna would be said to be referring to wheat of storehouses or ships, whose price lasts for a long time.
- A Braisa says, one may not enter into a forward contract until there is a set price for it. Once there is a set price, one may enter into a forward contract, because even if the seller does not have any of the merchandise in his possession, it is available for him to go and buy some at the time he gets the money. If new produce was selling at 4 and old produce was selling at 3, one may not enter into a forward contract to pay 4 for the new, until there is one set price for the new and the old produce. If the produce of the ones who gather the produce in small bunches was selling at 4 and everyone else's produce was selling at 3, one may not enter into a forward contract to pay 4 for the produce of the gatherers, until there is one set price for the produce of the gatherer and of the seller.

- **R' Nachman** said, one may enter into a forward contract with gatherers of produce at the lower price for such produce.
 - **Q: Rava** asked **R' Nachman**, you treat the gatherer different, because if he doesn't have the produce himself he can go and borrow from another gatherer. The same should hold true for a regular seller as well, because if he doesn't have any produce, he can always go and borrow from a gatherer as well!? **A: R' Nachman** said, it is embarrassing for a regular seller to borrow from a gatherer, so he would never do it. **A2:** When someone buys produce from a regular seller, he expects to get higher quality than the gatherers' produce.
- **R' Sheishes in the name of R' Huna** said, a person may not borrow money that will be repaid with produce in the value of the loan based on the current, established market price.
 - **Q: R' Yosef bar Chama** (or **R' Yose bar Abba**) asked **R' Sheishes**, we find that **R' Huna** allowed this type of arrangement in practice!? **A:** Initially **R' Huna** said that one may not borrow under this arrangement, but after he heard that **R' Shmuel bar Chiya in the name of R' Elazar** said that one may borrow with this arrangement, he too then held that it is mutar.