



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

Bava Metzia Daf Ayin Daled

HAYA HU TECHILA LAKOTZRIM

- **Rav** said, one may enter into a forward contract with a seller who has the raw goods needed to make the item in the contract, as long as there are only 2 processes needed to complete the product. If there are 3 processes still needed, this contract would be assur. **Shmuel** said, if the processes are things that can be done by people, even if there are 100 processes left it would be mutar. If there is a process missing that must occur naturally, then even if there is only 1 missing process, it is assur.
 - **Q:** Our Mishna said that one may enter into a forward contract for processed grain even before it is processed. Now, this is missing the processes of putting it in the sun to dry, threshing, and winnowing. According to **Rav** it should therefore be assur!? **A:** The Mishna is discussing a case where the produce was already dried out in the sun.
 - **Q:** According to **Shmuel**, since winnowing needs strong winds (which are a naturally occurring process), it should be assur!? **A:** It is possible to winnow with a sifter, and is therefore possible to be done by people.
 - **Q:** The Mishna said that one may enter into a forward contract for wine even if the grapes of the seller are still in the vat. Now, this is missing the processes of ripening, bringing to the winepress, crushing, and transporting the wine into the holding pit. According to **Rav** it should therefore be assur!? **A:** The Mishna is discussing a case where the grapes had already ripened, and therefore there are only 2 processes missing.
 - **Q:** There would still be 3 processes missing – bringing to the press, crushing them, and transferring to the holding pit!? **A:** The Mishna is discussing a place where the buyer would have to transfer the wine to the holding pit, and therefore that process is not missing.
 - **Q:** The Mishna said that one may enter into a forward contract for oil even if the olives of the seller are still in the vat. Now, this is missing the processes of ripening, bringing to the olive press, crushing, and transporting the oil into the holding pit. According to **Rav** it should therefore be assur!? **A:** **R' Chiya** taught a Braisa that says that the Mishna is discussing a case where the olives had already ripened, and therefore there are only 2 processes missing.
 - **Q:** There would still be 3 processes missing – bringing to the press, crushing them, and transferring to the holding pit!? **A:** The Mishna is discussing a place where the buyer would have to transfer the oil to the holding pit, and therefore that process is not missing.
 - **Q:** The Mishna said that one may enter into a forward contract for an earthenware keili if the potter already has the clay for the keili. Now, this is missing the processes of shaping, drying, putting into the oven, forming in the oven, and taking out. According to **Rav** it should therefore be assur!? **A:** The Mishna is discussing a case where the clay was already shaped and dried.
 - **Q:** There would still be 3 processes missing!? **A:** The Mishna is discussing a place where the buyer would have to take it out of the oven.
 - **Q:** The Mishna said that one may enter into a forward contract for lime after the limestone was put into the oven. Now, this is missing the processes of burning, taking it out of the oven, and reducing it to a powder. According to **Rav** it should therefore be assur!? **A:** The Mishna is discussing a place where the buyer would have to reduce it to a powder.
 - **Q:** According to **Shmuel**, since putting it into the oven is something done by people, a forward contract should be mutar even if it was not yet put into the

oven!? **A:** Understand the Mishna as if it says that it is mutar from when the limestone is ready to be put into the oven (even if it was not yet done).

V' AHL HABEITZIM SHEL YOTZEIR

- A Braisa says, **R' Meir** says (like our Mishna) that one may not enter into a forward contract for pottery unless the potter already has clay balls ready. **R' Yose** says, that is only true if white earth is being used for the clay. However, if he will be using black earth, a forward contract may be entered into even if he doesn't have the earth in his possession, because it is readily available to get elsewhere.
 - **Ameimar** would enter into a forward contract for pottery only once the potter had the black earth in his possession.
 - **Q:** Who does he follow? If he follows **R' Meir**, he should not have entered into the contract until the earth was formed into balls of clay!? If he follows **R' Yose** he could have entered into the contract even if the potter did not yet have the earth!? **A:** He held like **R' Yose**, but in his locale the earth was expensive and hard to get. Therefore, before having it in his possession, neither party could really rely on the arrangement.

UPOSEK IMO AHL HAZEVEL KOL YEMOS HASHANAH

- **Q:** The **Chachomim** seem to say the same thing as the **T"K**!? **A:** **Rava** said, the difference would be during the winter (when processed animal waste is not always available). The **T"K** would say it is mutar even then, and the **Chachomim** would say it would only be mutar then if he has some in his possession.

UPOSEK IMO KASHAAR HAGAVOHA

- There was a person who entered into a forward contract for jewelry. At the time of delivery, the price for the jewelry was less than it was at the time of payment. **R' Pappa** told the buyer, if you specifically said at the time of the contract that you are entitled to the lower of the price at time of payment or delivery, you need only pay the lower price. If not, you have to pay the higher price. The **Rabanan** said to **R' Pappa**, the buyer only gave money and never made meshicha on the jewelry. If so, he was never koneh and can even back out of the deal now if he wanted to!? **R' Pappa** said, that is what I meant as well. If the buyer had made a clear statement at the time of the contract and later the seller does not want to deliver (because the price went down), then it is the seller who is subject to mi shepara for backing out. If no clear statement was made, and the buyer wants to back out, it is the buyer who would be subject to mi shepara.
 - **Q:** **Ravina** asked **R' Pappa**, why do you say that the **T"K** of our Mishna holds like the **Rabanan** who argue on **R' Shimon**, and say that money alone does not make a kinyan, and still, if he did not make a clear statement he must pay based on the price at the time of payment? Maybe the **T"K** holds like **R' Shimon**, who says that money makes a kinyan, and therefore only when he made the statement at the time of the contract can he take based on the later price. Otherwise, he would have to pay the price based on when he gave the money (and made the kinyan). However, maybe the **Rabanan** hold that even if he didn't make a clear statement at the time of the contract, he can still pay based on the lower price, because when a person enters into a contract he means to avail himself of the cheaper price? **A:** **R' Pappa** said, **R' Shimon** would agree in a case where the price fluctuates that payment does not necessarily bring finality to the deal.
 - **Q:** **R' Acha the son of Rava** asked **R' Ashi**, the case of **R' Pappa** was actually where a person had made a shaliach to enter into the forward contract for him. A shaliach would not be subject to mi shepara, because he is acting on behalf of someone else!? **A:** **R' Ashi** said, the case is where this shaliach was actually a merchant who bought and sold a lot. In truth, he was acting on his own behalf and not on behalf of the person who asked him to buy the items for him.

MISHNA

- A person may lend wheat to his sharecroppers for a repayment of the same amount of wheat after the wheat is harvested, if the wheat is being given to be used as seed, not when it is being used for food. **R' Gamliel** would lend wheat to his sharecroppers for repayment in wheat and would specify that the wheat was to be used for seed. If in between his giving of the wheat and the repayment the price of wheat fluctuated, he would always take it back at the cheaper price.

He did so not because it was the halacha, but rather because he wanted to be machmir on himself.

GEMARA

- A Braisa says, a person may lend wheat to his sharecroppers for a repayment of the same amount of wheat after the wheat is harvested, if the wheat is being given to be used as seed. However, this is only if the loan was made before the sharecropper began working on the field. If he had already begun to work on the field, it is assur.
 - **Q:** Why does our Mishna not make this difference? **A: Rava** said that **R' Idi** explained to him as follows. In the area of the Tanna of our Mishna the custom was that the sharecropper would supply the seeds needed for the field. Therefore, whether he began to work or not, until he provides the seed the landowner can renege on the deal with him. Therefore, when he “lends” him the seeds it is not viewed as a loan at all, rather as a new arrangement to the sharecropping agreement. In the area of the Tanna of the Braisa the custom was that the landowner would supply the seeds needed for the field. Therefore, once the sharecropper begins to work, the landowner can no longer renege on the deal. Therefore, the “loan” is viewed as a true loan, and not as a new arrangement within the agreement, and is assur.
- A Braisa says, a person can tell his friend to lend him a kor of wheat and agree to pay back based on the current fixed price of the wheat. If wheat were to then decrease in price he can choose to pay him back with wheat, and if it were to increase he can pay him back with money.
 - **Q:** If they agreed to a fixed price for the wheat, why should he have to accept the cheaper wheat as payment? **A: R' Sheishes** said, the Braisa means that if they did *not* make up a set price, then if wheat were to then decrease in price he can choose to pay him back with wheat, and if it were to increase he can pay him back with money.