



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

### Bava Metzia Daf Ayin Tes

- **Rabbah bar R' Huna in the name of Rav** said, if one rents a donkey for purposes of riding on it and it dies halfway through the trip, he only must pay for use of the donkey for halfway through the trip, and the renter only has a complaint against the owner for giving him a weak donkey, but no legal claim.
  - **Q:** What is the case? If it is easy to find another donkey along the way where the first donkey died, why does he even have a complaint against the owner? If there is no other donkey to rent there, he should not have to pay for any part of the rental fee at all!? **A:** The case is that there is no other donkey to rent there. Still, the owner can say to the renter, if you would have wanted to travel to the halfway point you would have had to rent a donkey to get there. Therefore, pay me now for having taken the donkey to that point.
  - **Q:** What is the case? If the owner had committed to rent him an unspecified donkey, then he should have to replace the donkey for as long as the rental period runs!? If he specified a particular donkey, then if the dead donkey has enough value to be sold and to use the money to buy another donkey, the renter should do so!? Why does **Rav** say that the renter pays half the rent and then only has a complaint on the owner? **A:** The case is that the dead animal was not worth enough to buy a new donkey.
    - **Q:** If the dead animal's value is enough to rent another donkey, the renter should do so!? **A:** **Rav** follows his shitah elsewhere, where he says that we don't eat away at the principal value of the item for the benefit of the renter. We see this in the following machlokes. If someone rented a donkey and it died halfway through the journey, **Rav** says, if there is enough value to sell the dead animal and buy another one, that may be done. However, if there is only enough value to rent another animal, that may not be done. **Shmuel** says, that he may even use the value to rent another animal for himself. The machlokes is whether we eat into the principal value of the owner for the benefit of the renter.
      - **Q:** A Braisa says, if a tree is given to a lender as collateral (and the lender ate the fruit in exchange for some decrease of the loan), and the tree died or was chopped down, neither the lender nor the borrower may benefit from the tree by burning the wood (because whichever one would do so would be consuming the principal of the other). Rather, they should sell the tree, use the proceeds to buy land, and the lender can eat the produce of that land. Now, when Yovel comes they will have to return this purchased field to the true owner, which will mean that the principal (the dead tree) will have been consumed. If so, **Rav** should allow consumption of principal as well!? **A:** The case is where the owner sold the field for 60 years, in which case Yovel wouldn't apply (Yovel only applies when a field is sold without a term). Therefore, it is not considered to be consumption of the principal.
      - **Q:** At the end of 60 years the field will have to be returned, so it is still a case of principal being consumed!? **A:** The Braisa is discussing a time when the laws of Yovel are not in effect.
  - A Braisa says, if one rents a boat and it sinks halfway through the voyage, **R' Nosson** says if the renter had already paid the rental fee, he cannot get it back from the owner, but if he did not yet pay, he need not pay.
    - **Q:** What is the case? It can't be where the boat to be rented was specified and the wine to be transported was not, because even if he gave the money he

should be able to take it back, because he can tell the owner, give me the specified boat so that I can transport other wine and I will then pay you!? It can't be talking about where the boat was not specified, but the wine to be transported was specified, because in that case even if the renter did not pay he should have to pay, because the owner can say – bring me the specified wine that you wanted to transport and I will bring another boat for you to use! **A: R' Pappa** said, the case is where the boat *and* the wine to transport were specified. However, if the boat and the wine were both not specified, they would have to split the amount of the rental fee.

- A Braisa says, if someone rented a boat to transport goods to a certain place, and he then unloaded his goods halfway through the voyage, he only needs to pay for the fee for renting until that halfway point, and the owner only has a complaint against the renter for the rest.
  - **Q:** What is the case? It can't be that the owner can find someone to rent the boat for the second leg of the journey, because then he wouldn't even have any complaint on the renter!? If the case is where he can't find someone else to rent the boat, then the first renter should have to pay the entire fee!? **A:** The case is that he can find someone else. The reason he has a right to complain is because the extra loading and unloading of the boat weakens the boat.
    - **Q:** If this is so, he should even have a legal claim against the renter who backs out!? **A:** The case is that the renter did not back out, rather he added additional items to the boat at the halfway point along the way, and the Braisa means that he now must pay more for the second half of the journey because of the additional cargo.
      - **Q:** If so, what complaint does the owner have against the renter? **A:** His complaint is that because of this change in plans the journey becomes a longer one. Or, his complaint may be that the cargo now needs more rope than originally planned.
- A Braisa says, if someone rented a donkey to ride on, he may load it with clothing, the flask, and the food that he will need for the entire journey. If he wants to load anything more than that, the donkey owner may stop him from doing so. The donkey driver may put barley and straw on the donkey, and his own food for that day. With regard to anything more, the renter may stop him from doing so.
  - **Q:** What is the case? If there will be places to buy food along the way, why can't the owner stop the renter from taking more food than needed for one day? If there is no place to stop and get food, the renter should not be able to prevent the donkey driver from taking enough food for the entire journey!? **A: R' Pappa** said, the case is that there is food available for someone who will search for it when they stop at an inn. It is normal for a donkey driver to do so, and therefore he can't take more than he needs for one day. It is not normal for a renter, and therefore he is allowed to take enough for the entire trip.
- A Braisa says, if one rents a donkey for a man to ride, he may not give it to a woman to ride (she doesn't ride well and is therefore heavier for the animal). If he rents it for a woman to ride it, a man may ride it as well. If the donkey is rented for a woman to ride, he may give it to any woman to ride – whether she is large, small, pregnant, or nursing.
  - **Q:** If a nursing woman may ride it (with her baby), then certainly a pregnant woman may ride it!? **A: R' Pappa** said, the case is where she is a pregnant woman who is also nursing.