Daf In Review – Weekly Chazarah

Maseches Bava Metzia, Daf נט – Daf סה

Daf In Review is being sent l'zecher nishmas R' Avrohom Abba ben R' Dov HaKohen, A"H
vl'zecher nishmas Habachur Yechezkel Shraga A"H ben R' Avrohom Yehuda

----------Daf נט---59----------

- **R' Chanina** said, the pasuk regarding ona'ah of words says "v'lo sonu ish es *amiso*". Why does the Torah use the word amiso instead of "achiv" like it does for monetary ona'ah? The word amiso teaches that this issur only applies to a Yid who keeps Torah and mitzvos (amiso is understood as if it says "ahm ito" – the nation that is with you).
- **Rav** said, a person must always be very careful with verbally bothering his wife, because she cries easily and she is easily bothered, which brings to quick punishment for the husband.
    - **R' Elazar** said, from the day of the Churban, the Gates of Prayer are locked, but the Gates of Tears are not locked.
    - **Rav** said, whoever follows the advice of his wife will fall into Gehenom.
        - **Q: R' Pappa** asked **Abaye**, people say that one *should* listen to the advice of his wife!? **A:** He should listen to her in matters concerning the house, but not in other matters. **Others** say, he should not listen to her in matters of Yiddishkeit, but should listen to her in other matters.
- **R' Chisda** said, all the Gates of Heaven are closed to ones tefilla, except for one who cries out when he is being bothered with ona'ah.
    - **R' Elazar** said, all aveiros are punished via a shaliach of Hashem, except for ona'ah, for which Hashem Himself punishes the person.
    - **R' Avahu** said, there are 3 aveiros which always remain the focus of Hashem, without interruption - ona'ah, gezel, and avodah zarah.
- **R' Yehuda** said, a person should always make sure to have enough food in his house, because most fights in the house are due to lack of enough food.
    - **R' Pappa** said, this is the basis of the saying that when the barley container is empty, you can hear fighting in the house.
    - **R' Chinina bar Pappa** said, a person should always make sure to have enough grain in his house, because lack of grain (i.e. bread) is what the pasuk defines as true poverty.
    - **R' Chelbo** said, a person must be very careful with the honor of his wife, because a person's house is blessed only on account of his wife.
        - This is what **Rava** meant when he told the people of Mechuza "Honor your wives so that you may become wealthy".
- A Mishna tells of a case in which **R' Eliezer** argued strongly about the tahara of an oven that was sliced and put back together with sand. **R' Eliezer** said it is tahor and the **Chachomim** said it is tamei. The **Chachomim** ruled as tamei everything that touched the oven which **R' Eliezer** had ruled to be tahor. **R' Eliezer** went as far as to ask that his view be proven by a tree (which then moved 100 amos), by a stream of water (which then reversed its flow), by the walls of the Beis Medrash (which began to tilt and fall until **R' Yehoshua** told them to stop, and they remained in a tilted position), and then finally with a bas kol (to which **R' Yehoshua** said we need not listen to, because Torah is no longer in Heaven, but has rather been given to us people).
    - A Braisa says that the **Chachomim** took everything that **R' Eliezer** paskened as tahor and burned it as tamei. They then voted and put him in cheirem for continuing to argue. They weren't sure who should let him know that he was put in cheirem. **R' Akiva** volunteered, and broke the news to him indirectly. **R' Eliezer** ripped his clothing, took off his shoes, sat on the ground and cried. At that time a third of the world's olives, and wheat, and barley became ruined. Some say even the dough in a woman's hand became ruined as well.

  - A Braisa says, there was tremendous anger on that day. Whatever **R' Eliezer** looked at was immediately burned. **R' Gamliel** was traveling on a boat and a wave threatened to drown him. He said, I feel that this is only because of **R' Eliezer**. He stood up and said, "Hashem, You know that I put him in cheirem not for my own honor or my family's honor, but rather for Your Honor, so that there not be many machlokos in Klal Yisrael". The sea then calmed down.
  - **R' Eliezer's** wife was the sister of **R' Gamliel**. From the time of this incident (of when **R' Gamliel** put **R' Eliezer** in cheirem) she did not allow **R' Eliezer** to daven tachnun. One day she thought it was Rosh Chodesh (when tachnun is not said) and she went to give a poor man some bread. In the meantime, **R' Eliezer** said tachnun. His wife yelled "get up, you are killing my brother!" At that time, the news came out that **R' Gamliel** had died. **R' Eliezer** asked his wife how she knew this would happen. She said, I have a kabbalah from my grandfather, Dovid Hamelech, that all the Gates of Heaven are locked, except for the Gate of Ona'ah (of one who suffers ona'ah).
- A Braisa says, one who pains a ger with ona'ah of words is oiver 3 lavim, and one who oppresses him to repay a debt is oiver on 2 lavim.
  - **Q:** There seems to be three lavim that relate to oppression as well!? **A:** The Braisa should say that in both cases he is oiver 3 lavim.
- A Braisa says, **R' Eliezer Hagadol** said, why does the Torah warn in 36 places, and some say in 46 places, regarding paining a ger? Because he is accustomed to his old lifestyle, and may return to that and leave Judaism behind.
  - **Q:** What is meant by the pasuk that says one may not pain a ger, because we were all geirem in Mitzrayim? **A:** It is like the Braisa says, that **R' Nosson** said, do not mention something embarrassing about someone else when you yourself have that same embarrassing attribute.

----------Daf ס---60----------

MISHNA

- If a deal was made to buy a certain amount of produce from a field, the seller may not then mix in produce from another field. This is so, even if both sets of produce are equally fresh, and surely if the agreed upon produce was older (older grain is drier and produces more flour than fresh grain).
  - In truth they said, if someone agreed to buy weaker wine, the seller may mix in some stronger wine, because that enhances the weaker wine.
  - A seller may not mix the sediment of wine into wine, but he may put in its sediment.
  - If someone's wine is mixed with water, he may not sell it in a retail store unless he tells every customer that the wine is diluted, and he may not sell it to a merchant even if he tells him that it is diluted, because the merchant will buy it and cheat his customers. However, in a place where it is the custom for sellers to put water into their wine, they may do so.
  - A merchant may take grain from 5 different threshing floors and put it into one silo, and he may also buy wine from 5 different wine presses and put it into one barrel, as long as he does not intend to mix them (he doesn't have everyone think that all his merchandise is of one quality, and then mixes in inferior quality merchandise – Rashi).

GEMARA

- A Braisa says, it is obvious that if the new grain is cheaper than the old grain, that the seller may not mix the new grain into the old grain. Moreover, even if the new grain is more expensive than the old grain, he may still not mix in the new grain into the old grain, because people want aged grain.

BE'EMES AMRU B'YAYIN HITIRU L'AREIV KASHEH B'RACH…

- **R' Elazar** said, from here we see that the words "in truth they said" are used to introduce an accepted halacha.
- **R' Nachman** said, adding stronger wine is only good for the weaker wine during the production process. At a later time it would be detrimental for the weaker wine.

- **Q:** How is it that today people mix wines even not during the production process? **A: R' Pappa** said, this is known, so buyers are mochel. **R' Acha the son of R' Ika** said, the people follow the view of **R' Acha**, who says in a Braisa that anything that can be tasted by the customer before he buys it, is allowed to be mixed in.

V'EIN M'ARVIN SHIMREI YAYIN B'YAYIN…

- **Q:** How does the Mishna say that its sediment may be mixed in when it just said that no sediment may be mixed in? We can't say that the Mishna means it may be mixed in if he notifies the customer, because the next part of the Mishna discusses notification, which suggests that this part of the Mishna means it may be mixed in even without notifying the customer!? **A: R' Yehuda** said, the Mishna means that a seller may not mix sediment from one barrel of wine into wine of another barrel, but he may take the sediment from the barrel and mix it with the wine of that barrel. A Braisa says this clearly as well.

MI SHENISAREV MAYIM B'YEINO HAREI ZEH LO YIMKARENU BACHANUS…

- Wine from a store was brought to **Rava**. He diluted it and tasted it and did not like the wine, so he sent it back to the store. **Abaye** asked him, our Mishna says one may not sell diluted wine to a merchant because he will sell it as undiluted wine, so how are you allowed to return diluted wine to the storeowner, when you know that he will cheat people with it!? **Rava** said, the way I dilute the wine it is very noticeably diluted, so there is no way the storeowner could cheat people by saying it is undiluted. You can't say that I need to be concerned that he may add some more wine to weaken the dilution effect and then pass it off as full strength wine, because then we would have to be concerned with anything we sell to a merchant.

MAKOM SHENAHAGU L'HATIL MAYIM B'YAYIN YATILU…

- A Braisa says, the amount of dilution will depend on the custom of the area – whether it may be a ½ water, 1/3 water, or ¼ water.
  - **Rav** said, this is only allowed during the wine production process.

MISHNA

- **R' Yehuda** says, a storekeeper may not give toasted grain or nuts to the children, because it makes them used to coming to his store. The **Chachomim** allow this.
  - He may also not lower his prices below market price, but the **Chachomim** say that one who does is actually remembered for good.
  - **Abba Shaul** says he may not sift the crushed beans (to enhance their appearance, and thereby overcharge for them), but the **Chachomim** allow it, but they agree that he may not just sift the top layer (making customers think that the whole thing is sifted), because that would be cheating them.
  - A seller may not enhance the appearance of a slave, an animal, or keilim that he is trying to sell.

GEMARA

- The **Chachomim** allow the storekeeper to give out nuts, because he can tell the other storekeepers who complain "you can give out better things to attract customers if you want", and therefore this is not an unfair advantage.

V'LO YIFCHOS ES HASHAAR VACHACHOMIM OMRIM ZACHUR LATOV…

- **Q:** Why do the **Chachomim** say it is fair to disadvantage other stores in this way? **A:** He will have a chain effect that will make the wholesalers lower their prices as well, which will be good for everyone.

V'LO YAVOR ES HAGRISIN…

- The **Chachomim** is the view of **R' Acha**, who says in a Braisa that enhancing the appearance of merchandise is allowed when the customer will be able to tell what was done.

EIN MIFARKISIN LO ES HA'ADAM…

- A Braisa says, a seller may not make the hair of an animal stand up (by giving it a potion to drink or by brushing it, making it look bigger), or blow up its stomach, or soak meat in water (it makes it look more tasty).
  - The Gemara tells of a number of Amora'im who allows seller to enhance the appearance of merchandise in different ways.

    - **Q:** Our Mishna said one may not enhance the appearance of items for sale!? **A:** It is mutar to do so to new merchandise. It is assur to do to old merchandise to try to make it look new.
- **Q:** How would a seller enhance the appearance of a slave to try and fool a customer? **A:** It is like in a story that happened. An old slave dyed his hair black. He couldn't convince **Rava** to buy him (because **Rava** said he rather employ Yidden than goyim) but he did convince **R' Pappa bar Shmuel**, who later realized that he was fooled.

HADRAN ALACH PEREK HAZAHAV!!!

PEREK EIZEHU NESHECH -- PEREK CHAMISHI

MISHNA

- What is "neshech" and what is "tarbis"? Neshech refers to one who lends 4 dinars for a payment of 5 dinars, or who lends 2 se'ah of wheat for a payment of 3 se'ah. Doing so is assur, because it "bites" (the literal meaning of the word neshech) the borrower, by making him pay more than he borrowed. Tarbis is one who increases his assets with produce as follows. Someone bought a kor of wheat at its market price of 25 silver coins. Before taking delivery, the price rose to 30 silver coins. The buyer then asked for delivery of his wheat saying that he needs it, because he wants to sell it and buy wine. The seller told him, I will keep the wheat and create a debt of 30 silver coins to you, and you can then come and get 30 coins of wine from me at a later date, and the seller does not actually have wine at that time. This would be a problem of tarbis (ribis) because if the price of wine were to go up in value before he gives him the wine, he would be paying a debt of 30 silver coins with wine worth more than 30 silver coins.

GEMARA

- **Q:** By the fact that the Mishna gave an example of tarbis as a case where it is only ribis D'Rabanan, it must be that tarbis D'Oraisa is actually the same thing as neshech (which is why when the Mishna wanted to give a case that only involves tarbis it had to give a case D'Rabanan). However, the pasuk says neshech regarding money and tarbis regarding food. This must mean that D'Oraisa there are cases that are only considered neshech and cases that are only considered tarbis!?
    - You can't say that a case of neshech without tarbis would be where he loaned 100 perutos for a repayment of 120, for the following reason. If the value of perutos had decreased between the loan and the repayment (initially it was 100 perutos to a danka and later it was 120 perutos to a danka), then if we look at the initial value of what was loaned there would certainly be neshech and there would be tarbis as well (he profited from the loan). If we look instead look at the value at the time of repayment, then it can be said that there is no neshech and no tarbis!
    - You can't say that a case of tarbis without neshech would be where he loaned 100 perutos for a repayment of 100 perutos, but the value of the perutah had increased in the interim, because here too, if we look at the value at the time of the loan there is no neshech or tarbis, and if we look at the value at the time of repayment, there is both neshech and tarbis!
    - **A: Rava** said, there is no case of neshech that doesn't include tarbis, and no case of tarbis that doesn't include neshech. The reason they are written as two things in the Torah is to make a person be liable for two lavim if he loans with ribis.

----------Daf סא---61----------

- A Braisa says, the pasuk says "es kaspicha lo sitein lo b'neshech u'vimarbis lo sitein achlecha". From here we would only know that neshech applies to lending money and tarbis applies to lending food. How do we know that neshech applies to food? Another pasuk says "neshech ochel". How do we know that tarbis applies to money? Another pasuk says "neshech kesef", which can't be referring to neshech of money, because that pasuk already says "lo sashich l'achicha". Therefore, it must be referring to tarbis of money. How do we know that the issur of tarbis applies to the lender as well (the pasuk speaks in terms of the borrower)? The word neshech is

written with respect to a borrower and with respect to a lender. We learn a gezeira shava which teaches that just as the neshech written in regard to the borrower applies the issur regarding money and food, and applies neshech and tarbis, the same would apply to the lender as well. How do we know that these laws apply to lending of all other items as well? The pasuk says "neshech kol davar asher yishach".

- **Ravina** said, the issur of neshech for loans of food and the issur of tarbis for loans of money don't have to be taught by a gezeirah shava. From the fact that the pasuk of "es kaspicha lo sitein lo b'neshech u'vimarbis lo sitein achlecha" writes "b'neshech u'vimarbis" together in between "money" and "food", the pasuk can be read as applying money to both and as applying food to both.
  - **Q:** The Braisa said this is learned from the gezeirah shava, so how can **Ravina** argue on a Braisa? **A:** He would say that the Braisa means, if the pasuk wasn't written in this way we would have needed a gezeirah shava. However, since it was, the gezeirah shava is not needed to teach this.
    - **Q:** So what is the gezeirah shava used for? **A:** It is needed to teach that the pasuk of "neshech kol davar asher yishach" applies to the lender as well.

- **Rava** asked, why did the Torah have to write a lav for ribis, a separate one for gezel, and yet another one for ona'ah? Why couldn't they be learned out from each other? **Rava** said, they are all necessary. If we would only have a lav of ribis, we would say ribis is a chiddush, because the lav even applies to the borrower! If we would have only had a lav by gezel we would say gezel is different, because it was forcibly taken from the person, but ona'ah was given willingly. If we would only have the lav by ona'ah, we would say it is because the deceived party doesn't even realize that he has a claim to be mochel, but in the other cases he is aware.
  - **Q:** Although we cannot have learned any two from any single one, maybe we could have learned one from the other two? Which one can we learn from the other two? If ribis was not written we would say it can't be learned from gezel and ona'ah, because those are done without the person's consent. If ona'ah was not written we would say it can't be learned from ribis and gezel, because those cases are not cases of money taken in a regular transaction, whereas ona'ah is (people at times are willing to pay more than market value for a particular item). However, gezel did not have to be written and we could learn it from ribis and ona'ah. If you would ask that ribis is a chiddush, we would say that ona'ah is not a chiddush and yet there is a lav. If you would ask that ona'ah is a case where he doesn't even know to be mochel, we would say that by ribis he knows to be mochel and yet there is a lav. Based on this we could have learned out gezel, so why was the lav of gezel explicitly written? **A:** It teaches that there is a lav to withhold payment from an employee.
    - **Q:** The lav against withholding payment is learned from an explicit pasuk of "lo saashok sachir ani v'evyon"!? **A:** It was needed so that one who does withhold payment would violate two lavim.
    - **Q:** Why don't we instead say that the lav of gezel is referring to ribis or ona'ah and is meant to apply two lavim there? **A:** The pasuk of gezel is written in the context of the lav of withholding payment from an employee, so it makes sense to say that it applies to that lav.
    - **Q:** Why did the Torah have to write "lo tignovu" (it could be learned from ribis and ona'ah)? **A:** It is needed as taught in a Braisa, that one may not steal even if he is doing so just to annoy somebody (he will return the item), or even if he is doing so to make himself chayuv to pay keifel.
    - **Q: R' Yeimar** asked **R' Ashi**, why did the Torah have to write the lav against having false weights? **A: R' Ashi** said, it is needed for the case of where someone makes heavier weights.
      - **Q:** That seems to be a case of straight up gezel!? **A:** The pasuk makes him violate a lav just by making the weights.

- A Braisa says, the pasuk regarding false measures says one should not use false measures of "midah" – referring to measure of land, that division of land must be measured in the same season, so that the string used to measure is not more stretchable when measuring for one but not the other, "mishkol" – this refers to weights, that one may not bury his weights in salt, causing their weight to change, and "mesurah" – which refers to liquid measure, and teaches that one should not make bubbles on the liquid and then measure the bubbles as if they are liquid. This seems to be a kal v'chomer. If, regarding liquids the Torah was particular about the measure of a

mesurah, which is equal to 1/36 of a log, how much more so one must be careful when measuring larger amounts.

- **Rava** asked, why is it that the Torah mentions Yetziyas Mitzrayim regarding ribis, regarding tzitzis, and regarding honest weights? **Rava** said, Hashem is telling us "I am He Who differentiated between who was a bechor (whether to his mother or his father) and who was not, and I am He Who will punish those who give their money to a goy to lend for them with interest, and those who bury their weights in salt, and those who use blue dye on their tzitzis and claim that it is techeiles."
    - **R' Chanina of Sura D'Pras** asked **Ravina**, why does the Torah mention Yetziyas Mitzrayim regarding the halachos of non-kosher animals? He answered, Hashem is telling us "I am He Who differentiated between who was a bechor (whether to his mother or his father) and who was not, and I am He Who will punish those who mix the insides of non-kosher fish with that of kosher fish, and sell it to a Yid". **R' Chanina** said, I was asking why the pasuk uses the verbiage of "I Am Hashem who *took you up* from Mitzrayim". Why the use of "took up" instead of the more usual "took out"? **Ravina** said, it is as taught in a Braisa of **R' Yishmael** which says that Hashem says it was worth to take the Yidden out of Mitzrayim even if only for their keeping of not eating non-kosher animals. **R' Chanina** asked, are we to say that the reward for this is greater than for the keeping of ribis, tzitzis, and honest weights? **Ravina** answered, although the reward may not be greater, it is still disgusting to eat these things, and therefore a nation that does not, is considered to be elevated on a higher level (therefore the use of the words "took up").

V'EIZEHU TARBIS HAMARBEH B'PEIROS…

- **Q:** Are the previous cases of the Mishna not also tarbis? We have said they are, so why does the Mishna suggest that from here we begin a case of tarbis? **A: R' Avahu** said, the Mishna means that the previous cases were D'Oraisa, but from this point we begin with ribis D'Rabanan. **Rava** said this as well. **R' Avahu** continued and said, even in the first case, if such money was earned by a rasha, he will not live to enjoy it, but will rather end up leaving it for an heir who is a tzaddik to enjoy. **R' Avahu** then said, until this point of the Mishna is what we call "ribis ketzutza" (prearranged ribis). From this point forward it is "avak ribis" (secondary interest).
    - **R' Elazar** said, ribis ketzutza must be returned to the borrower and he can be forced to do so in Beis Din. Avak ribis will not be taken by Beis Din. **R' Yochanan** said, that even ribis ketzutza is not collectible by Beis Din.
        - **R' Yitzchak** said, **R' Yochanan's** view is based on a pasuk that says that a lender with ribis will surely die. He darshens that the person is subject to death, but not to having the money taken away from him. **R' Ada bar Ahava** said, the basis is the pasuk of ribis that says "v'yareisa mei'Elokecha", which teaches that a person who lends with ribis must fear punishment from Hashem, but not the money being taken away from him. **Rava** said, the basis is the pasuk that says "mos yumas damav bo", which compares a lender with ribis to a murderer – just as a murderer does not pay and receive a kaparah, so too the lender of ribis need not pay.
        - **R' Nachman bar Yitzchak** said, **R' Elazar's** view is based on the pasuk of ribis that says "v'chei achicha imach", which he darshens to mean – return the money so that he can financially live.
            - **Q:** What would **R' Yochanan** darshen with this pasuk? **A:** He uses it as does a Braisa, which says that **R' Akiva** says, if 2 people are travelling and there is enough water for only one of them to drink and live long enough to make it to civilization, the owner of the water does not need to share the water with the other person. This is based on the pasuk of "v'chei achicha imach".

----------Daf סב---62----------

- **Q:** A Braisa says, if a father left over money of ribis for his heirs, they may keep it. This suggests that *they* may keep it, but the father himself would have had to return the money. This refutes **R' Yochanan**, who said that ribis is not collectible by Beis Din!? **A:** In truth their father would not have had to return the money either. It is just that the end of the Braisa discusses that if the interest was a recognizable item the heirs should return it so as not to embarrass their father, the beginning of the Braisa also talks in terms of the heirs.

  - **Q:** Why would they have to take pains to avoid embarrassing their father, when it was he who did the aveirah!? A: The case is like **R' Pinchas in the name of Rava** said, that the father did teshuva but didn't have time to return the item before he died. In that case the children do have an obligation of respect for him, to prevent further embarrassment.
- **Q:** A Braisa says, gazlanim and lenders with interest [which the Gemara explains to be one case – gazlanim, who have lent with interest], must return it. This contradicts **R' Yochanan**!? **A:** It is actually a machlokes Tanna'im in a Braisa, and **R' Yochanan** holds like the other Tanna. The Braisa says, **R' Nechemya and R' Eliezer ben Yaakov** (argue on the **T"K** and) say that one who lends with interest or guarantees such a loan is not chayuv malkus, since they are subject to a "kum vaasei". Presumably this "kum vaasei" is that they are to return the interest that they took. Based on this, it must be that the **T"K** holds that they do not have to return the interest, which is why they are subject to malkus. Based on this, **R' Yochanan** would hold like the **T"K**.
  - It may be that the kum vaasei that they argue about is whether the lender has to rip up the loan document before collecting on the interest.
    - **Q:** What does the Braisa hold? If the Braisa holds that a documented debt is considered as though it is already collected, then the lender is considered to have already done the issur, so why would **R' Nechemya and R' Eliezer ben Yaakov** hold that he is patur from malkus? If the Braisa holds that it is not considered as if collected already, then no issue has yet been done, so why would the **T"K** hold that he does get malkus? **A:** The Braisa holds that it is not considered as if collected, but **R' Nechemya and R' Eliezer ben Yaakov** hold that the placing of the interest obligation is itself enough of an act that it makes the person subject to malkus.
      - This must be correct, based on a Mishna, which says that even the witnesses to a loan document with interest are oiver a lav. Now, the witnesses did not act in the collection of the interest and yet they are chayuv. It must be, because the placing of an interest obligation (to which they signed) is itself a lav as well. **SHEMAH MINAH**.
- **R' Safra** said, for any type of interest that would be enforceable under secular law, under Jewish law we would make the lender return it to the borrower. If it is a type of interest that would be unenforceable under secular law, under Jewish law we would not make the lender return it to the borrower.
  - **Q: Abaye** asked **R' Yosef**, there is the case of lending a se'ah of produce and being paid back with a se'ah of produce, which is assur as ribis, and is enforceable under secular law, and yet under Jewish law we would not make the lender return it to the borrower!? **A: R' Yosef** said, the secular courts enforce this payment as being a case of a deposit. They do not view it as a loan with interest. **R' Safra** said his rule only regarding cases where the courts enforce the payments as *interest* payments.
  - **Q: Ravina** asked **R' Ashi**, there is the case of a lender who takes a field as collateral, with the right to keep the produce of the field during this time, and does not take the value of the produce off from the principle amount of the loan, which is considered ribis, and is enforceable under secular law, and yet under Jewish law we would not make the lender return it to the borrower!? **A: R' Ashi** said, the secular courts enforce this payment as being a case of a sale (and a buyback of the field upon repayment of the loan). They do not view it as a loan with interest.
  - **Q:** What was **R' Safra** coming to include when he said his rule? **A:** When he said "any type of interest that would be enforceable under secular law, under Jewish law we would make the lender return it to the borrower", he was referring to ribis ketzutza, according to view of **R' Elazar**. When he said "any type of interest that would be unenforceable under secular law, under Jewish law we would not make the lender return it to the borrower", he was referring to advance interest (one who gives a gift in the hopes of obtaining a loan) and after-the-fact interest (he sends a gift later in appreciation for having been given a loan).

KEITZAD LAKACH HEIMENU CHITIM…

- **Q:** Why is it an issue if he doesn't have wine at the time? A Mishna says, that a contract that calls for advance payment and for future delivery at a set market price at the time of payment is not a ribis issue, because even if the seller doesn't have the item at the time, since he could buy it at the time he receives the money, it is not a problem of ribis. Why then is it a problem in the Mishna!? **A: Rabbah** said, the case is where the seller takes the

value of the wheat upon himself as a loan, and obligates himself to now pay that back with wine. Since he didn't get any money at that time, the fact that there is a market price does not make it mutar. In fact, a Braisa says this as well.

- **Q: Abaye** asked, if the reason it is not allowed is because he did not receive actual money, why does the Mishna specify that he doesn't have wine at the time? Even if he did have wine at the time it would seem that it should be assur!? **A: Abaye** therefore said, the Mishna can be explained like the Braisa of **R' Safra** from the Braisa of ribis of **R' Chiya**, which said that there are some things that should be mutar, but which are assur, because they look like the parties are trying to evade ribis. The Braisa explains, for example, if a person asked a second person for a loan of 25 silver coins, and the person responded "I don't have that money, but I have wheat worth that amount that I can give you", and he gave him the wheat, and then bought it back from him for 24 silver coins (the borrower was willing to sell at a discount because he was hard pressed for the money), although this should be mutar, it is assur, because it looks like they are circumventing the halachos of ribis. **Abaye** said, our Mishna is discussing this case. The person asked for a loan of 30 silver coins and the "lender" said he didn't have money but can give him wheat in the amount of 30 silver coins, and the lender then went and bought back the wheat for 25 silver coins. The lender then asked for repayment of his debt of 30 silver coins (equal to the wheat that he lent), and the borrower said, instead of giving you the money, you can get wine from me in the value of 30 silver coins. Now, if the borrower has wine that he is ready to give in the value of 30 coins, then it is payment in kind, and it will not be assur. But, if he does not have the wine, and he will instead take 30 coins of money, that looks like ribis and it is therefore assur.
  - **Q: Rava** asked, if the case is (as **Abaye** says) that the lender is asking for the value of his wheat (not the wheat itself), the Mishna should not say that the lender says "give me my wheat", rather he should say "give me the value of my wheat"!? **A:** Read the Mishna as if it says "give me the value of my wheat".
  - **Q: Rava** asked, based on **Abaye's** explanation, why does the Mishna say that the lender said "I need the wheat because I want to sell it"? He is looking for the money, so, if anything, the Mishna should say "give me the value of the wheat that I sold you before"!? **A:** Read the Mishna as if it says "give me the value of the wheat that I sold you before".
  - **Q: Rava** asked, based on **Abaye's** explanation, why does the Mishna say that the borrower says he is agreeing to take the value of the wheat on him as a loan? According to **Abaye** the wheat was never part of sale, but was rather a loan from the beginning!? **A: Abaye** would say that we should understand the Mishna's words to mean that the borrower says "for the value of the wheat that you made into a loan for me, you can instead now have a claim for an equal value of 30 silver coins worth of wine".
  - **Q: Rava** asked, the Mishna says that value of the wheat at the beginning of the story was 25 silver coins (one gold coin), but according to **Abaye** the amount at the beginning was 30 silver coins!? **A: Rava** therefore said, the Mishna can be explained like **Rabbah** said. We asked on **Rabbah** why the Mishna makes a difference whether or not the borrower has the wine in his possession at the time. The answer is that it is a Braisa of **R' Oshaya** that makes this difference, and allows a forward contract paid for with a debt, only when the borrower has the items in his possession at the time.

----------Daf סג---63----------

- We have learned that **Rav** said, one may make a deal to pay for produce at the current market price and not take delivery until a later date (even though the market price may change), but one may not do so if the deal is that if the market price increases the buyer may be given back its cash value instead of the produce (or any other item instead of the produce named in the deal). **R' Yannai** said, there is no difference if the buyer gets the produce or any other item (as long as the arrangement was mutar to begin with).

- **Q:** The Braisa of **R' Oshaya** (referenced earlier) says that as long as the borrower has the item in his possession, the item of a forward contract may be substituted for any other item and it is still mutar. This refutes **Rav**!? **A: R' Huna in the name of Rav** said, the case in the Braisa is where the lender made meshicha on the item at the time of the agreement. Therefore, he was actually koneh the item, which ended the loan, and takes away any concerns of ribis.
    - **Q:** If that is the case, that would seem obvious, so why would the Braisa need to teach this? **A:** The case was that he didn't actually make a kinyan, but that the borrower designated a corner for the produce belonging to the lender. That designation is enough for the produce to be considered to belong to the lender and take away any concern of ribis.
    - **Shmuel** said, the Braisa may agree with **Rav** that there is a concern for ribis if the item is substituted. However, the Braisa follows the view of **R' Yehuda** who holds that when a ribis concern is present only on one side of the transaction (e.g. if they decide to substitute, but there is no concern if they decide not to substitute), it is mutar.
        - The view of **R' Yehuda** is found in a Braisa. The Braisa says, if a borrower doesn't have the money to repay the loan, and so he gives his field to the lender with the understanding that if he cannot come up with the money, the field is being sold to him as repayment of the loan, and if he is able to come up with the money, the "sale" is retroactively Batul: If during the time before the sale is final or batel the borrower is the one who eats the produce, it is mutar. If the lender is the one eating the produce, it is assur (because if the sale is ultimately batel and he gets back his money of the loan, the produce that he ate is ribis). **R' Yehuda** says that in both cases it is mutar. **Abaye** explained, the machlokes is based on whether when ribis is a concern based on one possibility of the transaction, there is a problem of ribis (the **T"K** says that it is and **R' Yehuda** says that it is not). **Rava** said, the machlokes is whether one may take ribis on the condition that he will return it (the **T"K** says that he may not and **R' Yehuda** says that he may).
- **Rava** said, the same way that **R' Yannai** says that the produce in a forward contract may be substituted for cash, we can also say that cash can be substituted for another item as well, which would therefore mean that one may enter into a forward transaction which has an established market price even if the seller does not have possession of the items (because he can use the money that he gets to go and buy the items at the current market price).
    - **Q: R' Pappa and R' Huna the son of R' Yehoshua** asked **Rava**, the Braisa of **R' Oshaya** said it is mutar only if the seller has the items in his possession!? **A: Rava** said, that was a case of loan (so no cash was actually given), whereas I am talking about a sale (where cash was given to the seller).
- **Rabbah and R' Yosef** both said, what is the reason that the **Rabanan** allow one to enter into a forward contract when there is an established market price even if he doesn't have the items in his possession? It is because even if the price rises, the buyer can say, had I kept the money and bought it on my own I would now have items with increased value. Therefore, the increased value that he is being given by the seller is not viewed as interest.
    - **Q: Abaye** asked **R' Yosef**, if that is true, that there is no issue of ribis when the lender is not benefitting more than he could have benefitted had he not given the money, then a person should also be allowed to lend a se'ah of produce for a return of a se'ah of produce, for the same reason, and yet we know that it is assur!? **A: R' Yosef** said, the case of a se'ah for a se'ah is a case of a loan, whereas we are discussing a case of a forward contract, which is a case of a sale.
    - **Q: R' Adda bar Abba** asked **Rava**, the buyer is making some money on this deal, by not having to pay a broker on the deal, and instead goes direct with a forward contract (so it is not the same profit he would have had if he would not have entered into the contract)!? **A: Rava** said, in fact

the buyer must pay the seller this broker's fee. **R' Ashi** said, if a person has cash, sellers will find him, and such a person will not need a broker to get a deal done.

- **Rabbah and R' Yosef** both said, if a forward contract is entered into before there is an established market price, in order for this contract to be mutar the buyer must go to the threshing floor and actually view the produce.
  - **Q:** What is the purpose of seeing the produce? It can't be so that he is koneh the produce then, because seeing the produce does not make a kinyan!? It can't be so that the seller should become subject to the curse of "mi shepara" if he then backs out, because that happens without the buyer going to see the produce, because he has already received payment!? **A:** It accomplishes that the seller become subject to mi shapara. The reason is that when someone buys produce so early in the season he typically advances money to a few sellers, and will eventually settle with one and take back his money from the others. Therefore, without going to see the produce the seller can say that he never thought the sale was truly finalized. However, once the buyer goes to see the produce, he establishes that this deal is a full and final deal, and at that point the seller becomes subject to mi shepara.
    - **R' Ashi** said, if that is the reason that he must see the produce, then even if the buyer meets the seller in the street and tells him he is serious about buying the produce, that would be enough for the seller to rely on him, and the seller would become subject to mi sheparah at that time.

- **R' Nachman** said:
  - The general rule of ribis is that any reward for waiting for one's money is assur.
  - If one gives money to a wax dealer when it is usually sold for 4 pieces per zuz, and the wax dealer tells him he will give him 5 pieces per zuz if he pays now, it is mutar if the wax dealer has the wax in his possession at the time.
    - **Q:** This seems obvious (based on the Mishna quoted earlier)!? **A:** The chiddush is that it is only mutar if he has actual possession of the wax. However, if he has already bought the wax from his suppliers but has not yet taken delivery, he would not be able to enter into this transaction with the buyer.
  - If one borrows small coins and then realizes he was given more than he had asked for, if the extra amount is such that one can make a mistake about it, he must return it. If it is not, we assume it was a gift from the lender, and the borrower may keep this extra amount.
    - **Q:** What is the case of an amount that one makes a mistake about? **A: R' Acha the son of R' Yosef** said, if the mistake was in multiples of tens or of fives, we assume it was a counting mistake and it must be given back.
    - **Q: R' Acha the son of Rava** asked **R' Ashi**, what if the lender is known not to be a generous person (and is unlikely to have given a gift)? **A: R' Ashi** said, the borrower may still keep it, because we assume that the lender may have once stolen something from him and is returning it in this way as an overpayment. In fact, a Braisa says that this is a valid form of returning a stolen item.
      - **Q: R' Acha** asked, what if the lender is someone new to this area, so there is no chance that he stole something from the borrower? **A: R' Ashi** said, we say that maybe someone else stole something from the borrower, and that thief asked the lender to put some extra money in the loan as payment for him.

----------Daf ע"ה---65----------

- **R' Kahana** said, I once heard the end of **Rav's** shiur and heard that he was talking about "kari" (squash). I asked the talmidim what **Rav** had said. They told me, **Rav** said, if someone gave money to a farmer for the squash when the market price was 10 smaller ones for a zuz, and the farmer said, if you give me the money now I will

even give you 10 larger ones for a zuz, the halacha is, that if he has larger ones in his possession it is mutar. If not, it is assur.

- **Q:** This halacha is obvious based on a Mishna which has been quoted!? **A:** We would think that since even if he has small ones they will grow into large ones on their own, maybe it is mutar even if he only has small ones in his possession now. **Rav** therefore teaches that it is not allowed unless he had large ones in his possession at that time.
- **Rav** follows the Tanna of the following Braisa. A Braisa says, if someone is going to milk his goat, or shear his sheep, or collect the honey from his bees and he offers another person to give money now and get whatever the yield will be, it is mutar. However, if he offers to take money up front for a certain amount of product (at a cheaper price), it is assur. Now, the milk, wool, and honey grow on their own, and still, since he doesn't have possession of it at the time it is assur. This agrees with what **Rav** said.
- **Others** say that **Rava** said, even if the person only has small squash at the time, since they will grow on their own into large squash it is mutar to enter into the deal and pay in advance.
  - **Q:** The Braisa seemed to say that it is assur!? **A:** The cases are very different. The milk, wool, and honey do not grow. There is more that is created. If you take away the first milk, more will be produced. With regard to the squash, it itself grows. If you take it away, another one does not grow. That is why the cases are treated differently.

- **Abaye** said, it is mutar for a person to give money to a wine merchant for a barrel of wine with a delivery date in the future, and to tell him "if the wine spoils, the sale is cancelled, but if it increases or decreases in value, it should remain in effect". **R' Shravya** asked **Abaye**, the buyer here has little downside risk (because the sale is batel if the wine spoils) and a lot of upside potential, and it should therefore be viewed as a loan with ribis, and it should be assur!? **Abaye** said, since he does have downside risk of the decrease in the price of the wine, it is considered a real risk and is a business arrangement, not a loan, and is therefore mutar.

MISHNA

- If someone lends money, he may not live in the borrower's chatzer for free, and may not even rent it for less than the market price, because doing so would constitute ribis.

GEMARA

- **R' Yosef bar Menyumei in the name of R' Nachman** said that although one who lives in another's chatzer without his knowledge need not pay rent, if the squatter is also a creditor of the owner of the chatzer, he must pay rent.
  - **Q:** What is his chiddush? Our Mishna already said that!? **A:** From our Mishna we would think this only applies to a chatzer that is usually rented out and a person that usually pays rent to live in a chatzer (he has nowhere else to live), but if this chatzer is not usually rented out and if this creditor does not usually pay to live in a chatzer, we would say that it is mutar. **R' Nachman** therefore teaches that even in this case it is assur.
  - **Others** say that **R' Yosef bar Menyumei in the name of R' Nachman** said that although one who lives in another's chatzer without his knowledge need not pay rent, if the owner of the chatzer told someone "lend me money and then you may live in my chatzer", he would have to pay rent.
    - The first version of **R' Nachman** would certainly agree with the case of the second version of **R' Nachman**. The second version of **R' Nachman** would not agree with the case in the first version, because he would say that since it was not known at the time of the loan and was therefore not his intention in giving the loan, it is not a problem.
  - In the household of **R' Yosef bar Chama** they would seize the slaves of people who owed them money. His son **Rava** said to him, how do you use slaves that don't belong to you? **R' Yosef** answered, I am following **R' Nachman** who said it costs more to feed a slave than the value of his work, and since I am feeding the slaves I am using, the masters are happy that I am using them. **Rava** said, **R' Nachman** only said that about lazy slaves, not all slaves! **R' Yosef** said, I hold like **R' Daniel bar Katina in the name of Rav** said, that if someone grabs someone else's slave and works with him, he does not have to pay for

the work done when he returns the slave to the owner. We see that a master is happy when someone works with his slave, so that he does not learn to be lazy. **Rava** said, that applies in a normal case, but since you are taking the slaves of people who owe you money, it looks like you are taking ribis, and **R' Yosef bar Menyumei in the name of R' Nachman** said, that although one who lives in another's chatzer without his knowledge need not pay rent, if the squatter is also a creditor of the owner of the chatzer, he must pay rent!? **R' Yosef** said, if so, I will stop seizing these slaves.

----------Daf ס"ה---65----------

- **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 borrow 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 selah 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

- 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 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.