Daf In Review – Weekly Chazarah

Maseches Bava Metzia, Daf ס – Daf עב

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 ס---66----------

- There was a person on his deathbed who wrote a get for his wife. As he gave it he sighed, realizing that he was getting rid of his wife even if he ultimately lived. His wife said to him, "there is no need to sigh, because if you live I will remain your wife". **R' Zvid** said her words are words of appeasement that have no effect.
    - **Q: R' Acha MiDifti** asked **Ravina**, if her words weren't considered "words of appeasement" her condition would have an effect? She can't make a condition in a get, only he can!? **A:** We would think that when he gave the get after her statement he meant to give it on the condition that she said. **R' Zvid** therefore taught that her words have no effect, and there is no condition whatsoever.

HILVAHU AHL SADEIHU

- **R' Huna** said, if this agreement (that the lender keeps the field if he isn't paid back within 3 years) was made at the time he gave the money, then after the 3 years the lender is koneh the entire field. However, if it was made after the money was already given, he is only koneh a piece of the field equal in value to the money that was given. **R' Nachman** said, even if it was made after the giving of the money he is koneh the entire field.
    - **R' Nachman** paskened like his view in an actual case for the Reish Galusa. When the document was presented to **R' Yehuda**, he tore it up (he disagreed with **R' Nachman**). When **R' Nachman** was told about this, he said **R' Yehuda** must have had a reason for doing so. **Others** say that **R' Nachman** felt he was the halachic authority on all monetary matters, and therefore it was torn up without proper reason.
    - **R' Nachman** later said, even if the agreement is made at the time that he gave the money, the lender is not koneh *any part* of the field.
        - **Q: Rava** asked **R' Nachman**, our Mishna says that the agreement does take effect!? **A: R' Nachman** said, "I used to say that an asmachta (something said to convince someone else to act in a certain way) is koneh, but **Manyumei** then convinced me that it is not koneh" (therefore, any question from the Mishna must be answered by him).
        - **Q:** How will **Manyumei** explain the Mishna? **A:** Either we can say that the Mishna follows **R' Yose**, who holds that an asmachta is koneh, or we can say that the case is where the borrower told the lender to be koneh the field from now if he doesn't end up paying. This would not be an asmachta and would therefore take effect.
    - **Mar Yenuka and Mar Keshisha, the sons of R' Chisda,** said to **R' Ashi**, in Neharda'ah they said in the name of **R' Nachman**, an asmachta is koneh in its time, but not when it is not its time (this seems to say that the lender is only koneh when he is not paid and the time arrives). **R' Ashi** asked them, every contract is only koneh when its time comes!? **R' Ashi** said, maybe what **R' Nachman** meant is that if the borrower meets the lender within the timeframe (before the due date) and tells him "you can be koneh the field", the lender can be koneh the field (it shows it was not an asmachta). However, if he met him after the due date of the loan and told him that, the lender is not koneh the field, because we assume that he tells him that only because he is embarrassed that he has not yet paid.
        - The Gemara says, in truth, even if he met him before the due date and told him to be koneh the field he would not be koneh. The only reason he tells him that is because he figures that it will prevent the lender from chasing him for payment when the due date does arrive.
    - **R' Pappa** said, with regard to an asmachta, sometimes it is koneh and sometimes it is not. If, on the due date, the lender sees the borrower in a bar drinking beer, rather than trying to pull together money to pay off the loan, the lender is koneh the field (his attitude shows that he is willingly defaulting and giving over the field). However, if he finds him looking to put together money to pay, the lender is not koneh.

        - **Q: R' Acha MiDifti** said to **Ravina**, maybe we should say that he was drinking to get out of his depression from not being able to pay? Or, maybe it is because someone promised to give him the money that he needed and therefore had no concern? **A: Ravina** said, we can say that if, on the due date, the borrower is particular about the prices of the items that he can sell to raise money, it shows that he is not intent on raising the money and is ready to lose his field, and the lender would therefore be koneh.
            - **Q: R' Acha MiDifti** asked **Ravina**, maybe he is staying stubborn on his pricing so that people not realize he is desperate and take advantage of his situation? **A:** Rather, **R' Pappa** says, if on the due date the borrower is unwilling to sell any of his assets, this shows that he is ready to lose his field to the lender and the lender is therefore koneh.
    - **R' Pappa** said, although the **Rabanan** have said that an asmachta is not koneh, the field will become an "apotiki" – the lender has a lien on that particular property, and if the borrower doesn't pay back the lender can collect the value of his loan from that particular field.
        - **Q: R' Huna the son of R' Nosson** said to **R' Pappa**, the borrower never said that this field should become mortgaged for this loan, so why does that happen?
            - **Q: Mar Zutra the son of R' Mari** said to **Ravina**, and if he did say so it would become mortgaged? It is still only an asmachta, which should not be koneh!?
            - **A:** With regard to **R' Huna's** question the Gemara says, the case of **R' Pappa** is where the borrower specifically said – you should only collect payment from this field.
    - There was a person who bought a field with achrayus. The buyer asked the seller, if the field gets taken from me by your creditors, will you pay me back with the best of the best land (idei idiyos)? The seller said, no, but I will pay you back with the best (idiyos). The field was eventually taken from the buyer, but there was a flood that wiped out the idei idiyos of the seller. The seller said, I now want to keep the idiyos and give you inferior land. **R' Pappa** thought to say that the seller promised to give idiyos, and he has idiyos and therefore must pay with that. **R' Acha MiDifti** said to **Ravina**, the seller can say that he only agreed to give idiyos because he then had idei idiyos. Now that the idei idiyos is lost, the idiyos takes its place and he shouldn't have to give it away.
    - **R' Kahana** lent money to **Rav bar Shiva**. He told **R' Kahana**, if I don't pay you back by a certain date, you can collect from this wine. The price of wine then went up. **R' Pappa** thought to say that an asmachta is only not koneh by land, because it is not usually sold, but by other items, which are normally sold and are therefore like money, it does, and therefore **R' Kahana** was koneh all the wine, even though it was then worth more than the loan. **R' Huna the son of R' Yehoshua** said to **R' Pappa**, it was said in the name of **Rabbah**, that any agreement that begins with "if" is not an effective agreement.
    - **R' Nachman** said, now that the **Rabanan** said that an asmachta is not koneh, if a lender took the field based on an asmachta agreement, he must return the field and all the produce that he had taken from the field, to the borrower.
        - **Q:** Are we to say that **R' Nachman** holds that if one is mistakenly mochel it is not an effective mechila? We find that in a case of a sale that the seller thinks is effective and turns out to be ineffective, **R' Nachman** said, if the seller allowed the buyer to eat the produce, he may not ask for it back, because he was mochel. This is so even though the mechila was done by mistake!? **A:** That is in a case of a sale. The case of the asmachta was a case of a loan. That is the difference.
        - **Rava** said, I was by **R' Nachman** when he said that a mistaken mechilah is a valid mechilah. I wanted to ask him from the case of ona'ah (where the person is mistakenly mochel and yet the seller must return the amount of the overcharge to him, which means the mechilah is not effective), but he stopped me, by citing the case of an aylunis (the marriage to such a woman is considered to be mistake and the marriage is batul, but she is not entitled to get paid back for the produce that her husband may have eaten from her field during the marriage, which shows that a mistaken mechilah is effective).
            - The Gemara says, the case of ona'ah is actually not even a good question, and the case of aylunis is not a good proof. The case of ona'ah is not a question, because in that case

the buyer doesn't know that there is ona'ah and that he should even be mochel. The case of aylunis is not a proof, because a woman would still be mochel even if she would know that the marriage was to become batel, because she wants to be known as a woman who was married (rather than one who is still single).

----------Daf נס---67----------

- 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 hekdesh 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.

----------Daf סח---68----------

- **R' Ashi** said, the elders of Mata Mechasya told me, collateral that is given without a specific time limit is given for one year.
    - The point of this statement is, that if the lender has already eaten produce for a full year, the borrower may then pay back the loan and take the field back. If not, the borrower may not yet take it back.
- **R' Ashi** also said, the elders of Mata Mechasya told me, the word "mashkon" (collateral) derives from the words "shechuna" (dwell).
    - The point of this statement is to teach that the lender is considered the closest person to the field for purposes of "bar metzra", and would therefore have the right of first refusal on this field if the borrower decided to sell.
- **Rava** said, the halacha does not follow: **R' Pappa** with regard to his tarsha sales (learned previously), the Mechuzan documents (where they would write partnership agreements that stated that the partner supplying

the capital is entitled to a return of capital, and would add the estimated amount of half of the profits to that amount of capital. Since it is possible that that amount can be for more than half the profits, we do not allow it), or the leases of Narshai (where they would write that the borrower gives the land as collateral to the lender and then leases it back from him. The halacha doesn't follow this arrangement, because people will not realize that the lender was actually koneh the field with the money that was given, and when they see payments going to the lender they will think it is interest on the loan).

- The Gemara said, in later times where the lease specifically said that lender was koneh the field and then leased it, it is mutar. However, the Gemara then says this is not so, and it still remains assur.

MISHNA

- A person may not enter into an arrangement where he provides a storekeeper with all the merchandise to sell, in which both parties will share equally in the profit and loss, and he may not enter into an arrangement where he provides all the capital for someone to buy and then sell merchandise in which both parties will share equally in the profit and loss, unless he pays something to the working partner for his services (if he doesn't, the work is viewed as ribis on what is essentially a loan).
- A person may not provide eggs to a farmer to have them hatch and then split the profits and losses, or provide young animals to be raised and then split the profits and losses, unless he pays the working partner for his work and pays for the food. However, this may be done if the working partner is not to share in any loss.
    - The responsibility of raising the animals would continue until they reach 1/3 of their full growth, and in the case of a donkey it is until it can bear a burden.

GEMARA

- A Braisa says, the storekeeper must be paid like an idle worker (which seems to mean the amount that a worker would take to leave his job and sit idle).
    - **Q:** What is meant by an "idle worker"? The storekeeper is not sitting idle!? **A: Abaye** said, he is to paid like a worker who is paid to leave his job and become a storekeeper.
- Both cases of the Mishna are necessary (giving produce to the storekeeper and money to the buyer and seller). If we would only give the case of the storekeeper, we would say that he can be paid that little amount (of an idle worker) because he doesn't put much effort into selling. However, in the other cases, where the person must buy and sell, maybe he would have to be paid more. If we would only have the case of the buyer/seller, we would think only he must be paid that much, but a storekeeper, who uses little effort, maybe can be paid a lot less. That is why both cases are needed.
- A Braisa says, **R' Meir** says, the amount paid to the working partner for his work can be any agreed upon amount. **R' Yehuda** says, even if the working partner only dipped his food into fish sauce of the capital partner, or ate one date with him, it is sufficient. **R' Shimon ben Yochai** says, he must give him his full wage.
- A Braisa says, a person may not appraise goats or sheep or anything that eats and does not work and give them to someone to raise for half the profits. **R' Yose the son of R' Yehuda** says he may do so with goats, because they produce milk, and with sheep, because they produce wool, and with chickens, because they produce eggs (and these items are the wages of the working partner and the payment for the food).
    - **Q:** Does the **T"K** hold that these produced items can't cover the wages and the food? **A:** He only argues when the working partner is only given the whey of the milk, and the wool that comes off when washing the animal or by getting stuck on thorns. The **T"K** holds like **R' Shimon ben Yochai**, and holds that these items are not enough for full wages. **R' Yose the son of R' Yehuda** holds like his father (that a tiny amount is sufficient) and that is why even these items are sufficient.
- A Braisa says, a woman may rent a chicken to her friend to be used to sit on eggs to hatch for a fee, such as for 2 baby chicks per year. However, if the owner of the chicken says, "I'll provide the chicken, you provide the eggs, and we should split the chicks, **R' Yehuda** says it would be mutar, and **R' Shimon** says it is assur.
    - **Q:** How does **R' Yehuda** allow the chicken owner to do all the work and not be paid for it? **A:** She gets to keep the eggs that don't hatch, and that is her wage.

- A Braisa says, in a place where it is customary to pay people who raise young animals a fee for having to carry the animals on their shoulders, this fee must be paid in order to enter into a partnership agreement (as described above). One should not do different than the custom of the place that he is in. **R' Shimon ben Gamliel** said, one may appraise a calf with its mother, and a pony with its mother, and not have to give any fee for carrying the young animal (because it follows its mother and doesn't have to be carried).
    - **Q: R' Shimon ben Gamliel** doesn't require any fee for the work or the food? **A:** The working partner keeps the animal waste and can sell it as fertilizer. That is his wages.
        - The **T"K** holds that the animal wastes are made hefker and are therefore not considered to be wages.
- **R' Nachman** said, the halacha follows **R' Yehuda** (that a minute amount is sufficient for wages for the working partner), and the halacha follows **R' Yose the son of R' Yehuda** (that the whey of the milk and the shreds of wool that are ripped off by thorns are sufficient wages for the working partner), and the halacha follows **R' Shimon ben Gamliel** (that a young animal with its mother doesn't require any wages).
    - There was a document that was brought to the children of **R' Ilish** (after he had passed away) which detailed a partnership arrangement in which **R' Ilish** agreed to get half the profit and half the losses, but did not mention any wages for **R' Ilish**. **Rava** said, **R' Ilish** was a great person, so it can't be that he would have had an arrangement which involved ribis. Therefore, we must understand the document as giving **R' Ilish** a choice to either participate in half the profits, but to only be responsible for 1/3 of any loss, or to be responsible for half the loss, but to participate in 2/3 of any profit.
        - **Q: R' Kahana** said, **R' Zvid of Neharda'ah** asked me, maybe **R' Ilish** had dipped his bread into the capital partner's sauce, which **R' Yehuda** said is sufficient wages, and **R' Nachman** had paskened like **R' Yehuda**!? **A: R' Kahana** answered, when **R' Nachman** said that the halacha follows those 3 views, he didn't mean that we pasken that way. He meant that those 3 views all follow one line of reasoning.
            - He must be correct, because why did **R' Nachman** have to say that the halacha follows each of them? He could have just said that the halacha follows **R' Yehuda**, who is the most meikel from them all!? It must be that he was saying that they all follow the same reasoning (and was not making a psak halacha).

----------Daf סט---69----------

- **Rav** said, if the capital partner tells the working partner "all profits in excess of 1/3 of the value of the capital will belong 100% to you", it would be mutar even if the working partner doesn't get any wages. **Shmuel** said, it the profit doesn't exceed the 1/3, it will turn out that the working partner was paid nothing for his work. Therefore, he must at least give him a dinar if the profits don't exceed the 1/3.
    - **Q:** Does **Rav** really hold that he need not give any wages at all in this case? We find that **Rav** said that when there was a partnership where one gave the animal and the other was going to fatten it up, that the working partner receives the head of the animal as his wage. Presumably this is talking about the case discussed above, and we see that **Rav** required a wage to be given!? **A:** The case is where the capital partner said, "either the profit in excess of 1/3 will be yours, *or* the head of the animal will be yours". **A2: Rav** said that one doesn't have to pay wages when he makes this deal, only if the working partner had animals of his own that he was taking care of anyway. It is little extra effort to care for an additional animal, and that is why he does not need to get paid for doing so.
    - **R' Elazar of Hagrunya** gave an animal to a sharecropper to fatten for him. He gave him half the profits and gave him the head of the animal as his wages. The sharecropper's wife said, just imagine how much more you would get if you had actually invested half the money with him as well! This person went and did exactly that. When it came time to divide that animal, **R' Elazar** only split the profits with him, and didn't even give him the head. When the person complained, **R' Elazar** explained, last time the arrangement is viewed as a loan (partially) and if I would not have given you something extra, your work for me would be viewed as ribis. Now, that we are truly partners, I don't have to do that.

- A Braisa says, if one enters a partnership where he gives an animal to another person to be raised, how long must this working partner raise the animal before he can ask for the profits to be divided? **Sumchos** says, for donkeys it is 18 months, and for small animals it is 24 months. If the working partner wants to divide earlier than this timeframe, the capital partner can prevent him from doing so, because caring for the animal gets progressively more difficult. Therefore, the deal was only made if the person would care for the animal during the latter half of the timeframe.
    - A Braisa says, if someone enters into this type of partnership, for how long must the working partner care for the offspring of the animal that was given? In the case of small animals it is 30 days, and in the case of large animals it is 50 days. **R' Yose** says, for small animals it is 3 months, because they require more care (they have small teeth). After this timeframe, if the working partner continues to care for it, he is entitled to his half, and to half of the further profits of the capital partner's half of the offspring (it is as if the capital partner took his half and put it into a new partnership as capital).
    - **R' Menashyeh bar Gada** was a working partner who raised the offspring of the animal beyond the required time. He therefore took half the profits and then half of the half from the capital partner's share (as described above). The capital partner complained to **Abaye**, who then told **R' Menashyeh**, you had no right to divide on your own, and therefore the division was not a valid division. Also, this is a place where the custom is to raise the offspring until they mature, and therefore you had no right to divide the profits, based on a Mishna that says you must follow the custom of the place.
    - There were 2 people who entered into this type of partnership. The working partner went and divided the money of the profit without telling the other partner. He then reinvested all the money and took the profit from his half, and half the profit of the capital partner's half. **R' Pappa** said this was proper even though it was done without his knowledge, because **R' Nachman** has said that money is considered to be divided on its own (because it doesn't need to be appraised). The next year these 2 people entered into this type of partnership with barrels of wine. The capital partner went and divided the profits without the knowledge of the working partner. **R' Pappa** said, you had no right to divide that on your own. The capital partner felt that **R' Pappa** was just biased against him (he paskened against him both times). **R' Pappa** therefore explained, in the case of the money all the coins were of equal quality, and the division is therefore surely equitable. In the case of the wine there are better barrels and worse barrels, and therefore you can't divide it unilaterally.
        - When **R' Nachman** said that money is considered as if it is divided, that is only when all the money is of the same quality.
- **R' Chama** rented out (as opposed to lending) his coins for the day (and charged a fee). Eventually, he lost all his money (which is the punishment for one who lends with interest). He had thought it was mutar, saying there should be no difference between renting a shovel or renting money. However, there truly is a difference. When renting a shovel, the actual item is returned, and any depreciation is noticeable. When renting money, other money is returned, and any depreciation is not noticeable.
- **Rava** said, a person may give a gift to a second person to convince him to lend money to a third person, because it is only ribis when it is given from borrower to lender.
    - **Rava** also said, a person may give money to a second person to convince a third person to lend money to the first person, because the borrower's payment here is payment for the second person to convince the third person, and is not ribis.
        - We find that **Abbar Mar the son of R' Pappa** took merchandise from people who asked him to convince **R' Pappa** to lend money to them, and **R' Pappa** said it was mutar.

MISHNA

- One may put a cow or donkey, or any animal that works and can be fed from the value of the work that it does, into a partnership (where the other partner will care for it) and split the profits, even without giving any wages to the working partner (the work the animal can do for him is sufficient).
    - In a place where the custom is to split the offspring immediately, it may be split immediately. In a place where the custom is for the working partner to raise the offspring until they are mature, he must do so.

  - **R' Shimon ben Gamliel** says, one can put a calf with its mother into a partnership, or a pony with its mother, without giving any additional wage.
- The owner of a field may increase the rent to a tenant in consideration of a loan that he gave to him, and it is not a ribis issue.

GEMARA

- A Braisa says, an owner of a field may increase the rent of his field to the tenant in consideration of a loan that he gives to him, and there is no concern for ribis. How is this so? If one rents a field for a payment of 10 kur of produce, and the tenant says to the owner, give me a loan of 200 zuz that I will use to improve the field and will then pay you back and will give you 12 kur per year, it is mutar (the field is now a better field and therefore deserves more rent, and that is why it is not viewed as ribis). However, he cannot make this arrangement with the tenant of a store or a ship that he is renting to them.
  - **R' Nachman in the name of Rabbah bar Avuha** said, if the landlord of a store lends money to fix up the store itself, or the owner of a ship lends money to improve the ship, he may charge more rent after this loan, just like in the case of the field.
- With regard to the rental of a ship (or other items), **Rav** said the renter can be made to pay rental payments as well as be made to pay for damage. **R' Kahana and R' Assi** asked **Rav**, a renter is not chayuv for damage, so if he pays rent he should not pay for damage. And, if he pays for damage (which means it is a loan), he should not pay rent (which would be ribis)!? **Rav** remained quiet.
  - **R' Sheishes** said, **Rav's** halacha is supported by a Braisa. The Braisa says that one may enter into an arrangement where he take an animal from another person and accepts responsibility at a set amount on it if he does not return it, and yet he may still be asked to pay a rental fee. **R' Sheishes** explained, that he has obligated himself to pay only if the animal died, but not if it is still alive and went down in value. Therefore, it is not considered to be a loan, and a rental payment is not viewed as interest.
  - **R' Pappa** paskened, the halacha is that a ship owner may collect rent and damages.

----------Daf ע---70----------

- **R' Anan in the name of Shmuel** said, it is mutar to lend out the money of orphans with ribis. **R' Nachman** strongly disagreed and asked **R' Anan** to tell him the case in which he saw **Shmuel** allow it. **R' Anan** said, **Shmuel** had in his care the copper pot of the orphans of **Mar Ukva**, and he would rent it out and then weigh it upon its return, and charge for any decrease in its weight. Now, if it was a rental, he should not have charged for the depreciation, and if wat is a loan he should not have charged a rental payment. By charging both, it was essentially a loan for which he charged interest! **R' Nachman** said, this was done not because interest is mutar for orphans. In fact, this transaction would be mutar for anybody. The reason is, that the more a pot is used on the fire, the less the copper is worth. That depreciation was being suffered by the orphans, and therefore this was not a loan, but rather was a true rental arrangement.
  - **Rabbah bar Shilah in the name of R' Chisda** (or **Rabbah bar Yosef bar Chama in the name of R' Sheishes**) said, money of orphans may be invested in a partnership where they only share in the profit and have no share in a loss.
  - A Braisa says, if a person enters into a partnership where he only shares in upside and has no risk of downside, he is a rasha. If the person takes all the downside risk and shares in the upside, he is a chossid. If the person accepts an equal amount of profit and loss, that is the way of most people.
- **Rabbah** asked **R' Yosef**, how should we deal with the money of orphans? **R' Yosef** said, we set up a Beis Din to administer the estate, and they give them a zuz at a time, as is needed for their living expenses. **Rabbah** asked, but the money will eventually be used up!? **R' Yosef** asked, how do you suggest that we deal with the money? **Rabbah** said, we look for a wealthy person who has pieces of gold (which surely belong to him, because people do not give small pieces of gold to others to watch for him) and we give their money to him as partnership in an investment where they share in the profit, but not the loss, and we take the gold from him as collateral.

- **R' Ashi** asked, what do we do if we can't find such a person? **R' Ashi** answered, we look for someone who has quiet title to his properties, who is trustworthy, who listens to the laws of the Torah, and who was never put into cheirem. We give him the money of the orphans in Beis Din and have him use it in a partnership with him, where the orphans share in the profits, but not the loss.

MISHNA

- A person may not accept a "tzon barzel" arrangement for a partnership (where the capital partner is guaranteed his return of capital, and therefore shares no downside risk) from a Yid, because it is ribis. However, one may enter into this type of arrangement with a goy, and one may borrow from them and lend to them with ribis. The same is true for a "ger toshav" (a goy who has accepted the 7 mitzvos applicable to a Ben Noach).
- A Yid may lend the money of a goy to another Yid, with the goy's consent, but not with the Yid's consent (to be explained in the Gemara).

GEMARA

- **Q:** From the fact that the Mishna says that the tzon barzel arrangement is ribis, that means the animal is viewed as being lent to the working partner, which means that it is considered to be fully in his reshus (like any loan). However, a Mishna says, if someone is the working partner in a tzon barzel arrangement with a goy, the offspring are patur from the halachos of bechor. We see from there that the capital partner does retain possession of the animal!? **A: Abaye** said, that Mishna is discussing a case where the capital partner accepted upon himself the risk of an accidental loss and of depreciation. That is why the animal is considered to remain in his reshus. However, our Mishna is discussing where the capital partner accepted no risk at all. In that case, the animal is considered to go into the reshus of the working partner.
  - **Q: Rava** asked **Abaye**, if the capital partner accepts some risk, it would not be called tzon barzel!? Also, if you say that it is still referred to as tzon barzel, then in our Mishna, where the Mishna wants to differentiate between a case where it is mutar and a case where it is assur, instead of giving the case of a goy (where it is mutar), the Mishna could have continued giving the case of a Yid, and said it is mutar if the capital partner accepts some risk!? **A:** Rather, **Rava** said, both Mishnayos are discussing where the capital partner did not accept any risk. The reason that the offspring is patur from bechor is as follows. If the working partner can't come up with the money to pay back the goy (capital partner), the goy will seize the animal. If the animal is not around, he will seize the offspring. This gives the offspring the status of "a goy's hand is involved", which makes an animal patur from the halachos of bechor.
- A pasuk says "marbeh hono b'neshech v'tarbis l'chonein dalim yikbitzenu" (one who increased his wealth from ribis, collects it from people who like the poor – i.e. the money will end up being given to poor people).
  - **Rav** said, "chonein dalim" refers to someone like Shevor Malka, who would take money from Yidden and give it to goyim (the "poor" people stated in the pasuk, refer to goyim).
  - **R' Nachman** said in the name of **R' Huna**, the pasuk comes to teach that even interest made from goyim is subject to this result.
    - **Q: Rava** asked **R' Nachman**, the pasuk says "lanachri sashich", which seems to allow taking interest from a goy!? **A:** That pasuk allows *giving* interest to a goy.
      - **Q:** Does this mean the pasuk is commanding us to give interest to a goy (and one is obligated to do so)? **A:** It is meant to exclude one taking ribis from a Yid.
      - **Q:** That is assur based on the pasuk of "uli'achicha lo sashich"!? **A:** The Torah wanted the person who lends with ribis to another Yid, to be oiver with an assei and a lo saasei.
    - **Q:** The Mishna clearly allows lending to them and from them with ribis!? **A: R' Chiya the son of R' Huna** said, the Mishna's allowance is for one to take enough for what he needs to live, but nothing more (so that he shouldn't get used to lending with interest). **A2: Ravina** said, our Mishna is discussing talmidei chachomim, who are allowed to lend to a goy with interest. The reason it is assur to lend them with interest is so that one not associate with them and learn from their ways. A talmid chochom will not do so, and therefore, he may lend them with interest.

- **Others** say that **R' Huna's** statement was made on the Braisa taught by **R' Yosef**. The Braisa says, the pasuk says "ihm kesef talveh es ami es he'ani imach". This teaches that if a Yid and a goy both ask for a loan, the Yid must take precedence over the goy. If a poor person and a wealthy person ask for a loan, the poor person must take precedence over the wealthy person. If poor family members and poor people of your city ask for a loan, your poor family members must take precedence. If poor people of your city and the poor people of another city ask for a loan, the poor people of your city must take precedence.
  - **Q:** It would seem obvious that a Yid takes precedence over a goy!? **A: R' Nachman** said in the name of **R' Huna**, the Yid takes precedence even though the loan to him will be interest-free and the loan to the goy could be made with interest.

----------Daf עא---71----------

- A Braisa says, **R' Yose** said, look how blind the people who lend ribis are. If a person would call another person a rasha, the insulted person would be extremely upset. Yet, these same people lend with ribis and show the parties involved – the sofer and the witnesses – that they don't believe in Hashem!
- A Braisa says, **R' Shimon ben Elazar** says, the pasuk says that one who lends without ribis is rewarded tremendously in a financial way as well. We can learn from there, that someone who lends with ribis is punished by losing his money.
  - **Q:** We find people who lend without ribis and yet they lose their money? **A: R' Elazar** said, these people maybe temporarily lose money, but they will again rise up.
- A Braisa says, **Rebbi** said, a pasuk discusses an eved ivri being sold to a ger, and a Braisa says this refers to a "ger tzedek" (a convert), and a pasuk discusses ribis and also mentions a ger, and this is understood to refer to a ger toshav, but I have difficulty understanding the pesukim.
  - The Gemara explains, the pasuk regarding a Yid who sells himself into slavery says that he will even be sold to a "ger", which the Braisa says refers to a ger tzedek.
    - **Q:** Another Braisa says that a ger tzedek cannot be koneh an eved ivri, based on the fact that he can't be bought as an eved ivri (based on the drasha of a pasuk), and one who can't be sold as an eved ivri can't be koneh an eved ivri either, and a woman cannot be koneh an eved ivri (it is not proper for her to buy an eved, because it leads to problems of yichud and zenus)!? **A: R' Nachman bar Yitzchak** said, he can't be koneh an eved ivri like a Yid can (in which case if the master dies during the term, the eved ivri must serve his heirs), but he can be koneh an eved ivri like a goy can (in which case, if the master dies during the term the eved would not serve any further).
      - **Q:** The Braisa that says that a ger and a woman cannot be koneh an eved ivri seems not to follow **R' Shimon ben Gamliel**, because a Braisa says that **R' Shimon ben Gamliel** allows a woman to be koneh an eved!? **A:** That Braisa is talking about a non-Jewish slave. He allows that because a woman is afraid to be mezaneh with a non-Jewish slave, because she is afraid he will tell everyone what they did. She knows that a Yid would not divulge, and there is therefore a risk that she may be mezaneh with an eved ivri (which is why she may not be koneh an eved ivri).
      - **Q: R' Yosef** taught a Braisa that says that a widow may not have a dog (out of fear that she will be mezaneh with it) and may not host the talmidim (for fear of zenus with them). Now, based on what we just said, there should only be a concern with the talmidim, but with the dog, since if she is mezaneh with it, it will cling to her, people will find out, so she would not be mezaneh!? **A:** She is not concerned if the dog clings to her, because people will say it is clinging to her because she threw it a piece of meat.
  - **Q:** With regard to ribis the pasuk seems to include a ger toshav in the group of people that may not be lent with ribis. This contradicts our Mishna that clearly says that one may lend to and from a ger toshav

with ribis!? **A: R' Nachman bar Yitzchak** said, the pasuk ends off with "ahl tikach mei'**ito**" (using the singular), which teaches that the prohibition only applies to lending to Yidden, not to a ger toshav.

- A Braisa says, the pasuk says "you shall not take from a Yid neshech or tarbis". This teaches that one may not lend with ribis, but he may become a guarantor on a loan that was given with ribis.
    - This can't refer to where the lender is a Yid as well, because a Mishna says that it is even assur to guarantee or act as a witness on a loan with interest. Rather, the Braisa must be referring to where the lender is a goy.
        - **Q:** Since a goy goes directly to the guarantor to collect, which will mean that the guarantor will then go and collect the principal and interest from the Yid, it should be assur!? **A: R' Sheishes** said, the case is where the goy said "I will follow the Jewish law, and not go directly to the guarantor to collect, but will instead go to the borrower".
            - **Q:** If he is following Jewish law, how can he charge interest? **A: R' Sheishes** said, he is only following the law of who to collect from, not the laws of ribis.

MALVEH YISRAEL MA'OSAV SHEL NACHRI MIDAAS HANACHRI…

- A Braisa says, a Yid may lend out the money of a goy with his consent, but not with a Yid's consent. What does this mean? If a Yid borrowed money from a goy with interest and is about to return the money, and another Yid comes to him and says, "instead of giving it back, give it to me, and I will then pay you the interest that you will give to the goy", it is assur. However, if the goy is standing there and consents to this, it is mutar. Similarly, if a Yid lent money to a goy with interest and the goy is about to return the money, and another Yid comes to him and says, "instead of giving it back, give it to me, and I will then pay you the interest that you will give to the Yid", it is mutar. However, if the Yid is standing there and consents to this, it is assur.
    - **Q:** The second case is a chumra, and therefore understandable as to why that is the halacha. However, why is it mutar if the goy is standing there in the first case? This is no concept of shlichus for a goy, and therefore it is truly the Yid that is taking the interest on his own behalf and then giving it to the goy!? **A: R' Huna bar Manoach in the name of R' Acha the son of R' Ika** said, the case is where the goy told the Yid to put the money on the ground and be released from his obligations.
        - **Q:** If so, the halacha seems obvious!? **A: R' Pappa** therefore said, the case is where the goy took the money from the first Yid and gave it to the second Yid.
            - **Q:** That also seems obvious!? **A:** We would think that the goy is acting according to the will of the Yid, and it is therefore still considered to be from the Yid. The Braisa therefore teaches that the goy is acting on his own behalf.
        - **A: R' Ashi** said, we only say that shlichus doesn't apply to a goy with regard to separating terumah. In other areas there is the concept of shlichus for a goy.
            - The Gemara says that **R' Ashi** is mistaken. Just as a pasuk teaches us regarding terumah that there is no shlichus for a goy, we will learn out from there to all other places in the Torah.
        - **Others** say that **R' Ashi** said, we only say there is no shlichus for a goy with regard to a goy being a shliach for a Yid. However, a Yid may become a shliach for a goy.
            - The Gemara says that **R' Ashi** is mistaken. Just as a pasuk teaches us regarding terumah that a goy can't be a shliach for a Yid, we would also learn from there that a Yid cannot become a shliach for a goy either.
        - **Ravina** said, although it is true that there is no shlichus for a goy, the **Rabanan** instituted that a person can be koneh something for a goy, just as they did for a minor. A minor cannot have shlichus and yet someone can be koneh something for him. The same is with a goy.
            - The Gemara says, this is not so. A Jewish minor will eventually have shlichus, and that is why the **Rabanan** instituted that one can be koneh for the minor. A goy will never have shlichus, and therefore the **Rabanan** never instituted that someone can be koneh for him.

Daf In Review – Weekly Chazarah

----------Daf עב---72----------

- 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.

Daf In Review – Weekly Chazarah

- **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.