



Daf In Review – Weekly Chazarah

Maseches Baba Metzia, Daf ל"ט – Daf ט"ז

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 ל"ט---73-----

- A Braisa says, if a merchant was transporting merchandise to a place that he could sell it at a higher price, and he met a friend on the way who wanted to buy the merchandise and offered to pay the higher price that the merchant would have gotten in the other place, but wanted to pay later (after he himself sold the merchandise in the other place, and had use of the funds), the halacha is, that if the merchandise remains the responsibility of the seller until it is sold, then it is mutar (because the friend is a shaliach, not a buyer). If the merchandise comes into the reshus of the buyer (the friend), it is assur (he is paying a higher price just so that he can have access to the money).
 - The Braisa continues, if someone is transporting produce from one place to another place, and he met a friend on the way who wanted to buy the merchandise and offered to pay for the produce with produce of his own that he owned in the destination place, the halacha is that if he actually has produce in that place it is mutar. If not, it is assur.
 - The Braisa continues, donkey drivers who sell items (with different prices for different locations) may sell to the higher priced places at the lower price, for someone who is willing to pay in advance for the items.
 - **Q:** Why are they allowed to do this? **A: R' Pappa** explained, they are giving a discount not because they are able to use the money, but rather because their suppliers treat them better when they see that they have money. Therefore, it is not considered to be ribis. **R' Acha the son of R' Ika** said, it is allowed because when they have advance orders with payment, their suppliers give them better pricing.
 - **Q:** What is the difference between these answers? **A:** The difference would be where the donkey driver is new to these suppliers. Such a donkey driver will not get a discount even with advance orders.
 - In Sura there was produce selling for 4 measures per zuz, while in Kafri it was going for 6 per zuz. **Rav** gave money to a donkey driver (in Sura) for produce, accepted responsibility for the produce for the travel to Kafri, and then took it for 5 per zuz.
 - **Q:** Why didn't he take at the rate of 6 per zuz? **A:** As a prestigious person he took extra care to avoid any possibility of ribis. Therefore he accepted responsibility, and he only took at the rate of 5 per zuz, instead of 6 per zuz.
 - **Q: R' Assi** asked **R' Yochanan**, can this arrangement be used only for produce (which is typically repeat business, and the donkey driver can therefore use the cash advanced to get a better deal), or even for other items, like pieces of metal? **A:** He answered, **Rebbi** did not allow **R' Yishmael the son of R' Yose** to use this arrangement for linen. **Others** said that **Rebbi** wanted to use this arrangement when dealing with pieces of metal and **R' Yishmael the son of R' Yose** did not let him.
 - With regard to advance payment for the future wine that a particular vineyard will yield, **Rav** said it would be assur (because in the future it will be worth more, so it looks like ribis) and **Shmuel** said it would be mutar (because there is risk that the yield will be less than expected, and it therefore does not look like ribis).
 - **R' Simi bar Chiya** said, **Rav** would permit it if the grapes will be harvested with oxen, because in that case there is high risk for loss.

Daf In Review – Weekly Chazarah

- **Shmuel** told a landowner who was going to lend seeds to his sharecropper, that he (the landowner) should make a kinyan on a piece of the land, so that payment can be made from that piece and that it not be considered ribis.
- **Rava** told the field watchmen (who were paid later in the season and were paid more for waiting) to go and handle the grain on the threshing floor so that they still be considered as working, in which case their wages are not yet due and any later payment is not looked at as ribis.
- The **Rabanan** told **Rava** that he took ribis by allowing his sharecroppers a longer time to pay and in return taking a higher rate. **Rava** said, it is everybody else who does not act properly by kicking the sharecroppers out of the fields early, and not allowing their produce to properly ripen. I allow them to stay longer and have better produce, and rightfully charge them more for allowing them longer use of my field.
- **R' Mari bar Rachel** lent money to a goy, who gave him his house as collateral. The goy then sold the house to **Rava**. **R' Mari** waited 12 months and then went to **Rava** to begin paying rent for use of the house. He explained that the standard term for collateral is a year, and therefore he was entitled to live there for a year rent free. **Rava** said, had I known the house was given to you as collateral, I never would have bought it. Now that we are in this situation, we should follow the secular law, which rules that a lender may use the collateral rent free until he is repaid for the loan. Therefore, you do not owe me any rent.
- **Rava of Barnish** said to **R' Ashi**, the **Rabanan** are dealing with ribis, because they pay for wine in Tishrei and don't take delivery until Teves (and since they thereby remove risk of spoilage in the intervening months, it is ribis)! **R' Ashi** said, they pay for wine and therefore do not deserve to take spoiled wine. Therefore, they are only taking in Teves what they paid for in Tishrei. If anything would have spoiled by Teves, they would have been able to return it, since it means it was already spoiled in Tishrei.
- **Ravina** would pay for wine in advance and would receive more than he paid for. He asked **R' Ashi** whether this was mutar. **R' Ashi** said, since this wasn't prearranged or even spoken about, it is the sellers who are giving you this extra amount as a gift. **Ravina** asked, the land of the sellers was actually taken from land that had been abandoned by people to avoid taxes, and as such may constitute stolen land and stolen wine! **R' Ashi** said, the government gets the land for the unpaid taxes and the king said that whoever pays the tax is entitled to the produce of the land.
- **R' Pappa** said to **Rava**, look at some **Rabanan** who pay people's tax for them and then take the people in servitude! **Rava** said, **R' Sheishes** has said, these people have become servants to the king because of their lack of payment, and the king said that whoever pays the tax is entitled to have these people as servants.
- **R' Seoram**, who was the brother of **Rava**, would seize people who were not good, and force them to carry **Rava's** wagon. **Rava** said, this is proper based on a Braisa which darshens a pasuk to teach that if a Yid is acting improperly, one should force him into servitude (to straighten him out).
- **R' Chama** said, if a person made a shaliach to buy wine for him at the time when wine is still cheap, and the shaliach did not do so, the shaliach must buy wine and give it to the person in the amount that he could have gotten for that money had he bought it when he was supposed to.
 - **Ameimar** said, I repeated this to **R' Zvid** of Neharda'ah, who said that **R' Chama** only said that if the buyer did not specify which wine to buy. If he did, the shaliach wouldn't have to give wine for cheap, because there is no way to know that the owner of that specified wine would have been willing to sell the wine to the shaliach. **R' Ashi** said that even if he didn't specify, the shaliach would not have to provide wine at the cheap price, because any guarantee by the shaliach would be an asmachta, and as such would not be koneh.
 - **Q:** We find that if a sharecropper guarantees to work a field it is not considered to be an asmachta. Why is this different? **A:** It is entirely in the hands of the sharecropper to work the field. With regard to buying the wine, the seller has to agree as well, and is therefore not considered to be in the shaliach's hands.

Daf In Review – Weekly Chazarah

- **Rava** said, if 3 people gave money to a shaliach to buy something for them, if he buys something for one of them he has bought it for all of them (they each become a partner in what was bought). However, this is only if each of their money was not separately wrapped up. If it was, then the one whose money was used is koneh.
- **R' Pappi in the name of Rava** said, when a wine merchant goes through barrels of wine to purchase and marks the ones that he wants, the marking is koneh.
 - **Q:** With regard to what halacha was this said? **A: R' Chaviva** said this was meant in terms of actual kinyan. The **Rabanan** said this was said in terms of making the parties subject to the curse of “mi shepara” if they were to back out.
 - The Gemara paskens, that the mark is only koneh with regard to making the parties subject to mi shepara. However, in a place where the custom is that the mark makes an actual kinyan, it does so.

-----Daf 77-----74-----

HAYA HU TECHILA LAKOTZRIM

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

Daf In Review – Weekly Chazarah

- **Q:** The Mishna said that one may enter into a forward contract for lime after the limestone was put into the oven. Now, this is missing the processes of burning, taking it out of the oven, and reducing it to a powder. According to **Rav** it should therefore be assur!?! **A:** The Mishna is discussing a place where the buyer would have to reduce it to a powder.
 - **Q:** According to **Shmuel**, since putting it into the oven is something done by people, a forward contract should be mutar even if it was not yet put into the oven!?! **A:** Understand the Mishna as if it says that it is mutar from when the limestone is ready to be put into the oven (even if it was not yet done).

V' AHL HABEITZIM SHEL YOTZEIR

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

UPOSEK IMO AHL HAZEVEL KOL YEMOS HASHANAH

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

UPOSEK IMO KASHAAR HAGAVOHA

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

Daf In Review – Weekly Chazarah

MISHNA

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

GEMARA

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

-----Daf ע"ה-----75-----

MISHNA

- A person may not say to his friend “lend me a kor of wheat and I will give you back a kor of wheat later on at the threshing season”. However, he may say “lend me a kor of wheat until my son comes back to unlock the door so that I can get my own wheat”, or “until I find the key to my wheat”. **Hillel** says, even this case is assur. Similarly, **Hillel** would say, a woman may not lend a loaf of bread to her friend for repayment of a loaf of bread unless they assess the value of the loaf at the time of the loan, because if not, and the price of wheat increases, it will be a problem of ribis.

GEMARA

- **R' Huna** said, if someone has a se'ah of produce, he may rely on it to borrow a se'ah from somebody else. If he has 2 se'ah, he may borrow two se'ah. **R' Yitzchak** said, even if someone has only one se'ah, he can rely on it to borrow many kor of produce.
 - **R' Chiya** taught a Braisa that supports the view of **R' Yitzchak**.

V'HILLEL OSER

- **R' Nachman in the name of Shmuel** paskened like **Hillel**.
 - The Gemara says, the halacha does not follow this view.

V'CHEIN HAYA HILLEL OMER LO SALVEH ISHAH...

- **R' Yehuda in the name of Shmuel** said, this is the view of **Hillel**, but the **Chachomim** argue and say one may lend a loaf of bread without assessing its value and may pay back with a loaf of bread without assessing its value.

Daf In Review – Weekly Chazarah

- **R' Yehuda in the name of Shmuel** also said, members of a group who are particular about giving to each other, and who trade items with each other on Yom Tov will transgress measuring, weighing, counting, borrowing and paying back, and according to **Hillel**, will also transgress the halachos of ribis.
- **R' Yehuda in the name of Shmuel** also said, talmidei chachomim may borrow from each other with ribis, because they clearly know that ribis is assur, and they are therefore surely giving it as a gift, not as ribis.
 - **Shmuel** once said to **Avuha bar Ihi**, “lend me 100 peppers and I will give you back 120 peppers and it is mutar”. This was based on the above teaching.
- **R' Yehuda in the name of Shmuel** also said, a person is allowed to lend money to his children and members of his household with interest, so that they understand how bad ribis is for a borrower (so that they never lend with interest).
 - The Gemara says this should not be done, because it may have the opposite effect, and cause them to want to lend with interest.

MISHNA

- A person may say to his friend “you weed for me today and I will weed for you at a different time”, or “you dig for me today and I will dig for you at a different time”. However, he may not say “you weed for me and I will dig for you” or “you dig for me and I will weed for you” (the payment is different than the “loan” and therefore may be a ribis problem).
 - All the days of the dry season (summer) are considered to be the same (we don't worry about the slightly different lengths of the working days) and all the days of the rainy season (winter) are considered to be the same. One may not say to someone “plow with me in the dry season and I will pay you back by plowing with you in the rainy season”.
- **R' Gamliel** says, there is interest paid in advance, and there is subsequent ribis. What does this mean? If someone sends a gift to a person so that he loan him money, that is advance ribis. If someone borrowed money and after returning it sends a gift to the lender as a “thank you”, that is called subsequent ribis.
- **R' Shimon** says, there is even interest with words. For example, a borrower should not give the lender information that he knows would be important to him, if he is telling this in consideration for having lent money to him.
- The following people involved with a loan with ribis are oiver a lav – the lender, the borrower, the guarantor, and the witnesses to the loan. The **Chachomim** say, even the sofer is oiver as well. They will be oiver for the lav of “lo sitein”, and for “ahl tikach mei'ito”, and for “lo sihiyeh lo k'nosheh”, and for “lo sisimun alav neshech”, and for “lifnei iver lo sitein michshol v'yareisa mei'Elokecha Ani Hashem”.

GEMARA

- A Braisa says, **R' Shimon ben Yochai** said, we learn from the pasuk of “neshech kol davar asher yishach” that even words are assur as ribis. Therefore, if someone borrows money, and the lender is not someone that he normally says “hello” to, he may not then begin to say “hello”.

V'EILU OVRIN

- **Abaye** said, the lender is oiver on all the lavim listed in the Mishna. The borrower is oiver on “lo sashich l'achicha”, “uli'achicha lo sashich”, and “lifnei iver”. The guarantor and the witnesses are only oiver for “lo sisimun alav neshech”.
- A Braisa says, **R' Shimon** said, people who lend with ribis lose more than they gain, and moreover treat Moshe Rabbeinu as if he were not smart and the Torah as if it were false, because it is as if they are saying “had Moshe realized how profitable it is to lend with interest he would not have made it assur in the Torah”.
- When **R' Dimi** came from EY he said, the pasuk of “lo sihiyeh lo k'nosheh” teaches that if one lent money and knows that the borrower doesn't have money to pay back, he may not even walk in front of the borrower.
 - **R' Ami and R' Assi** both said, a creditor who presses for payment subjects the borrower to two punishments. He darshens this from a pasuk that discusses pressing for payments and describes it as “fire and water”.

Daf In Review – Weekly Chazarah

- **R' Yehuda in the name of Rav** said, one who lends money without witnesses is oiver for “lifnei iver”. **Reish Lakish** said, he brings a curse onto himself.
 - The **Rabanan** told **R' Ashi** that **Ravina** does everything that the **Rabanan** say to do. Trying to test him, one late Friday afternoon **R' Ashi** asked **Ravina** to lend him some money. **Ravina** asked **R' Ashi** to bring witnesses and write a loan document. **R' Ashi** asked, “you don’t trust me!?” **Ravina** said, you certainly need a document, because you become involved in your learning and may forget that you even took a loan, which will bring a curse onto me.
 - A Braisa says, there are three people who cry out and are not answered: one who has money and lends it out without witnesses, one who acquires a master over himself, and one whose wife rules over him.
 - **Q:** What is meant by “one who acquires a master over himself”? **A:** Some say it refers to someone who tries to hide his money by saying it actually belongs to a goy. Others say this refers to one who gives his possessions to his children during his lifetime. Others say it refers to someone who is not successful in one town and does not move to a different town.

HADRAN ALACH PEREK EIZEHU NESHECH!!!

-----Daf ע"ז-----76-----

PEREK HASOCHER ES HA'UMNIN -- PEREK SHISHI

MISHNA

- If one hires workers and they tricked each other, they have nothing but complaints on each other (there is no legal remedy).
- If one hired a donkey driver or a wagon driver to transport wood for a bride’s chuppah, or to transport flutes for a wedding or for a funeral, or if one hired workers to take his flax out of the water, or he hired them to do anything else that will cause a loss if not done, and the workers backed out of the deal and refused to do the work, then if there are no other people to hire at a normal price, the employer may hire workers even at a high price, or he may even trick the first workers to do the work for him.
- If one hired workers for a job and they backed out with only part of the work having been done, they have the “lower hand” (their wages are calculated in the way least favorable to them). If the employer is the one who backed out in middle of the job (and doesn’t let them finish), he has the lower hand (the wages are calculated in the way least favorable to him).
- Any worker that does something different than he was told to do, he has the lower hand with regard to collecting his fee. Anyone who backs out of his deal, has the lower hand.

GEMARA

- The Mishna’s first case says “and they tricked each other”, not that “they backed out”, which therefore suggests that the Mishna is referring to workers tricking each other, not an employer and worker tricking each other. The case must be where the employer told a worker to go and hire other workers, and the hiring worker tricked the workers he was hiring.
 - **Q:** What is the case? If the employer told him to hire workers for 4 zuz and the hiring worker went and hired workers for 3 zuz, why would the Mishna say that the hired workers have a complaint? They accepted the rate of pay! If the employer said to hire for 3 zuz and he went and hired for 4 zuz, then if the hiring worker told them he is responsible for their wages, then they have more than a complaint – they have a true legal claim for the extra zuz! **A:** The case must be where the hiring worker told them he would pay 4 zuz, but never accepted responsibility of payment on himself.
 - **Q:** We should make a determination – if the going rate for such workers is 4 zuz, they should be able to make a claim for 4 zuz, and if it is only 3 zuz, they should not even have a complaint on the hiring worker! **A:** The case is where some people hire workers for 4 and some hire for 3.

Daf In Review – Weekly Chazarah

They can say, had we known it was only for 3 we would not have accepted and would have looked for other employment. Therefore, they have a complaint, but no legal claim. **A2:** The hired workers are themselves field owners, who typically will not work for other people, and only accepted this employment because it was offered at more than the going rate. Their complaint is that had they known it was for less, they never would have agreed to do this work. **A3:** The workers are regular workers who normally accept a regular rate of pay, however, their complaint is, that because they thought it was a higher rate of pay, they went and did an extra special quality job.

- **A:** We can also answer that the case is where the employer told the hiring worker to offer 4 zuz and he went and offered 3 zuz to the workers. Although we said before that they can't have a complaint, because they accepted that rate of pay, their complaint is that if the employer was willing to pay more, why did the hiring worker offer less!
- **Q:** It is obvious that if the employer told the hiring worker to hire for 3 zuz and he went and offered 4 zuz, and the hired workers told him "we accept the terms of the employer", they mean to accept the higher rate of pay. But, what if the employer said to hire for 4 zuz and he went and hired for 3 zuz, and the hired workers told him "we accept the terms of the employer", what would the halacha be? Do they mean to say that we accept what you said as if the employer said it, and therefore they get 3 zuz, or do we say that they are telling him they do not trust that he is saying what the employer said, and therefore they mean to accept only what the employer truly said? **A:** Maybe we can bring a proof from the following case. If a woman tells a shaliach "Bring me my get", and the shaliach then tells the husband "Your wife told me to accept the get for her", and the husband then gives the get to the shaliach and says "this get is for you like she said", **R' Nachman in the name of Rabbah bar Avuha in the name of Rav** said, even when the get reaches the woman, she is not divorced. Presumably we can learn from here that the husband bases his instruction on what the shaliach said, because if he was basing on what the woman said, then she should become divorced when the get reaches her hand.
 - **R' Ashi** said, this is really no proof. If the case discussed was the reverse – where the wife told the shaliach to be a shliach l'kabalah and the shliach said he is a shliach l'holacha, and the husband then told the shliach "this get is for you like she said", and on that case **R' Nachman** would have said that she is divorced as soon as the get reaches the shliach, then that would be a proof that the husband instructs based on what the woman says, or if **R' Nachman** would have said that she is divorced as soon as the get reaches her hand, that would prove that he holds that the husband instructs based on what the shliach says. However, in this case, since he says she is not divorced at all, it must be because he holds the shlichus becomes nullified, because the shliach said he will be l'kabalah and not l'holacha.
- **A:** We can also say that the Mishna is referring to an employer who tricked a worker. Although the Gemara said that that would typically be worded as an employer who "backed out", it may be that the Tanna refers to a case of backing out as being "tricked".
 - The Gemara quotes a Braisa that shows that "tricked" may refer to "backing out". The Braisa says, if one hires workers and they trick the employer (they back out of the deal) or the employer tricks them (backs out of the deal from his side), they only have complaints against each other, but no legal claim. The Braisa explains, this is only if the workers were hired for the day and did not yet travel to the worksite. But, if donkey drivers went to pick up produce to transport and there was no produce there, or workers hired to work a field went and found the field too wet to work it, he must pay them their full wages. However, he only needs to pay them the amount that a worker would be willing to take to sit idle from work. The Braisa continues, if the workers were hired for the job, they (the party who did not back out) only don't have a legal claim if they did not yet begin to work. But, if they did begin to work, we assess the work that was done and they are paid that amount. For example, if they were hired to harvest a certain

Daf In Review – Weekly Chazarah

area for a fee of 8 dinars and they had harvested half the area, or they were hired to weave a garment for 8 dinars and they wove half the garment, then we pay based on the work they have done and they get 4 dinars. Even if the price of labor has increased so that the employer will now have to pay 6 dinars to complete the job, he must still pay them 4 dinars. Or, they can complete the work and get their full 8 dinars fee. **R' Dosa** says we assess based on the work that still needs to be done, meaning, if there is still 6 dinars of work needed to complete the project, they only get paid 2 dinars, or they can complete it and get the full 8 dinars. The Braisa says, this is only if there will not be a loss if the work is stopped mid project. However, if there will be a loss, the employer can hire other workers even at a high price (and the workers who backed out will have to pay for them) or he can trick the workers into finishing the job. How would he trick them? He could tell them that he will overpay them. How much can he spend on the replacement workers? Up to 40 or 50 zuz. The Braisa concludes, that this is only if there are no other workers to hire at a normal rate. If there are, he must hire those workers and can only have a complaint against the first workers, but no legal claim.

- The Braisa was taught in front of **Rav** and was taught as saying that if the workers (the donkey driver) showed up and there was no work for him, he must be paid a full fee. **Rav** said, my uncle (**R' Chiya**) said he would only give such workers the amount a worker would take to sit idle and not work, and you say the employer must pay the full rate!?
 - **Q:** The Braisa itself says that he doesn't have to pay the full rate!? **A:** The teacher of the Braisa didn't finish teaching that part when **Rav** made the comment.
 - **Others** say that **Rav** said that **R' Chiya** said he wouldn't pay these workers *anything*.
 - **Q:** The Braisa says that he does have to pay!? **A: R' Chiya** is talking about where the workers looked at the worksite the previous night, and should have realized there will be no work for them to do. Therefore, they do not have to be paid for showing up. The Braisa is talking about where the workers did not go and check out the field and therefore the employer should have told them not to come, and because he didn't, he must pay them.
 - **Rava** makes this distinction as well.
 - **Rava** also said, if workers were hired to draw water for a field and it rained (making the work unnecessary), it is the workers' loss and they need not get paid. If a river overflowed, making the work unnecessary, it is the employer's loss and he must pay the workers the amount it would take to have them sit idle.
 - **Rava** also said, if workers were hired to draw water for a field and the river that they were to draw from stopped flowing halfway through the day, if the river does not usually stop flowing, it is the workers' loss. If it usually stops midday, then if the workers are local people and know this, it is their loss. If not, it is the loss of the employer.
 - **Rava** also said, if workers were hired for a job and they finished it halfway through the day, the employer may give them other work to do, as long as that work is equal to or less than the level of difficulty of the first job. If he has no such other job to do, he must pay them full wages and can give them no other work to do.
 - **Q:** Why does he have to pay full wages? Why not the amount it would take to have them sit idle? **A: Rava** was talking about porters of Mechuza, who become weak when they don't work, and therefore do not want to sit idle.

Daf In Review – Weekly Chazarah

-----Daf ת"ז ---77-----

- The Gemara had quoted a Braisa which said that if workers back out of their deal (they agreed to do a project for 8 dinar and they stopped working after completing only half) mid project, we assess how much work they have done and give them 4 dinar (if they completed half) even if it will now cost the employer another 6 dinar to complete the project. The Gemara now says, we see from here that the **Rabanan** (the **T"K**) hold that the workers always get the upper hand.
 - The Braisa said, if they want they can complete the project and collect their full wages of 8 dinars.
 - **Q:** This seems obvious!? **A:** The Braisa means to say that if costs of labor increased, but the employer was able to convince the workers to complete the project, we would think that the workers can afterwards demand that the employer pay the higher rate. The employer can refuse to do so and say that he only meant to pay the original rate, but would also add food and drink for them while they work.
 - The Braisa said, if the work done has the value of 4 dinar (and the rate for labor has remained constant), he must give them 4 dinar.
 - **Q:** This seems obvious!? **A:** The Braisa is talking about where the workers were originally hired at a rate that was a zuz higher than the going rate. At the time they stopped working, the going rate increased to the rate that they were being paid. We would think that they can tell the employer, "you hired us at a rate of a zuz more than the going rate, and therefore you need to add a zuz to the going rate now as well". The Braisa teaches that he can stick to the current rate, because that is the rate that was originally agreed to.
 - The Braisa said, **R' Dosa** said, we look at what it will cost the employer to complete the project. If it will cost him another 6 dinars, he only needs to give the workers 2 dinars. The Gemara says, we see from here that **R' Dosa** holds that the workers always have the lower hand (when they are the ones to have left mid project).
 - The Braisa then continued with **R' Dosa** who said that the workers can decide to complete the project and get paid their full fee of 8 dinars.
 - **Q:** This seems obvious!? **A:** The Braisa is talking about where the price of labor decreased and the employer therefore dismissed the employees (hoping to find cheaper labor), but the employees were able to convince the employer to allow them to complete the project. We would think he can tell them, "I allowed you to complete, but at a lower rate of pay". The Braisa teaches that they can tell him, "We never agreed to less pay, but we worked with the understanding to do a much higher quality job for you".
 - The Braisa then continued with **R' Dosa** who said, if the work still to be done has the value of 4 dinar, he must give them 4 dinar.
 - **Q:** This seems obvious!? **A:** **R' Huna the son of R' Nossan** said, the case is where the workers were originally hired at a rate that was a zuz lower than the going rate. At the time they stopped working, the going rate decreased to the rate that they were being paid. We would think that the employer can tell the workers, "I hired you at a rate of a zuz less than the going rate, and therefore I will give a zuz less than the going rate now as well". The Braisa teaches that they can stick to the current rate, because that is the rate that was originally agreed to.
 - **Rav** said, the halacha follows **R' Dosa** (the workers have the lower hand when they back out of the deal).
 - **Q:** We find that **Rav** says that a worker always has the right to back out of a deal, even midday, without being penalized!? You can't answer that **R' Dosa** makes a differentiation between a day laborer and someone who is hired to complete a project, because a Braisa says, if a worker is hired and because of an oneis he must stop midday or mid project (there is no distinction made between a day laborer and a worker hired to complete a project), he gets his proportionate rate of pay. This Braisa must follow **R' Dosa**, because according to the **Rabanan**, that would be the case even if he left for a reason other than an oneis! Clearly we see that **R' Dosa** doesn't differentiate between a day laborer and a worker hired to complete a project!? **A:** **R' Nachman**

Daf In Review – Weekly Chazarah

bar Yitzchak said, in fact **R' Dosa** holds there is a difference between the two types of workers (a daily worker is not penalized and a project worker is), but that is only where there is no loss to the employer for leaving the project half done. This Braisa just quoted is discussing where there is a loss caused by leaving the project half done, and therefore **R' Dosa and the Rabanan** would both hold that both types of workers would be penalized.

- **Q:** The Mishna had said, any worker who changes from the instruction he was given, has the lower hand when determining how much he will be paid, and whoever backs out of a deal has the lower hand as well. Now, the first part of this statement makes sense, because it anonymously follows the view of **R' Yehuda** (from a later Mishna). However, the next part of the statement presumably comes to include the case of the day laborer, and teaches that even he is penalized (by having the lower hand), which must follow **R' Dosa**, and proves that **R' Dosa** holds such a worker is penalized as well!? Again, this is problematic according to **Rav!**? **A: R' Dosa** said that both types of workers are penalized. **Rav** only paskened like him with regard to a project worker, but did not pasken like him with regard to a day laborer. **A2:** We can also answer that when the Mishna says “whoever backs out of a deal has the lower hand as well”, it does not refer to a day laborer, rather it refers to the case of the following Braisa, which explains our Mishna. The Braisa says, what is the case of “whoever backs out has the lower hand”? If someone sold a field for 1,000 zuz, and the buyer gave 200 zuz and then one of them decided to back out, if the seller is the one who backs out, the buyer has the upper hand – he can either ask for his money back or ask for a piece of the field equal to 200 zuz, from the best part of the field. If the buyer is the one who backed out, the seller has the upper hand – he can either just give back the money, or he can give him a piece of the field worth 200 zuz, from the lowest quality part of the field. [Based on this Braisa, we can say that this is the case that the Mishna was referring to when it said “whoever backs out has the lower hand”]. **R' Shimon ben Gamliel** says, we teach them to do something so that they cannot back out of the deal. How do we do this? We tell the seller to write a document that says “I am selling the field to the buyer for 1,000 zuz, of which he has already given me 200 zuz, and I will collect the remaining 800 as a loan”. In that case, the buyer is immediately koneh the entire field, and he has an obligation to pay the remaining amount.
- The Gemara discusses the Braisa that was just quoted. The Braisa said that if the seller backs out, the buyer can collect from the best of his land.
 - **Q:** The Gemara thought this means that he can even collect from a different field of the seller, if that other field is his best property. Based on this, the Gemara asks, why is the buyer different than any creditor, who is paid with average land? Also, why can the seller not simply pay with the land that is part of this transaction? **A: R' Nachman bar Yitzchak** said, the Braisa means, he is paid from the best part of *that land* that is the subject of the transaction. **A2: R' Acha the son of R' Ika** says, it may even be that he collects from the best of all of his fields. The reason is that the buyer likely sold his own fields cheap to raise money to buy this expensive field. Therefore, when the seller backs out he has caused damage to the buyer, and a damaged party collects from the best of the damager's possessions.
- The Braisa said, **R' Shimon ben Gamliel** said we teach them not to back out by having the seller write the document.
 - **Q:** It seems that he would only be koneh the field if that document is written. However, a Braisa says that **R' Shimon ben Gamliel** says, when a down payment is given for a purchase, the buyer is automatically koneh the entire field and the remaining balance becomes a loan!? **A:** The first Braisa is where the seller is

Daf In Review – Weekly Chazarah

adamant about receiving all the money up front. Therefore, the buyer will not be koneh for partial payment unless the seller specifically says so. The second Braisa is where the seller seems to have no issue with only receiving a partial payment, and that is why the buyer is automatically koneh. In fact, we find that **Rava** makes this exact distinction.

- **Rava** also said, if someone lent 100 zuz, the borrower may pay back in piecemeal, and all the lender can do is complain (but has no legal remedy) that he is losing money because he spends these small, partial payments.
- There was a person who bought a donkey and paid for all of it except for one zuz. The seller kept pressing for payment of that one zuz. **R' Ashi** was unsure whether the buyer was koneh the donkey in this case or not. **R' Mordechai** said to **R' Ashi**, **Avimi of Hagrunya in the name of Rava** said, one zuz is like many zuz, and therefore the buyer would not be koneh (it is no different if the entire outstanding amount is only one zuz). **R' Acha the son of R' Yosef** said to **R' Ashi**, we say in the name of **Rava** that he is koneh. **R' Ashi** said to **R' Acha**, your version of **Rava** refers to a case where the seller is selling inferior quality property. In that case we say that he wants to sell it, and he wants the buyer to be koneh even if he still owes one zuz. However, if it was not inferior quality, the buyer is not koneh even if there is only one zuz outstanding.
- **Q:** It is obvious that if a seller tries to sell a smaller field worth 100 and he can't find a buyer, so he then sells a larger field worth 200 (this was obviously done with reluctance), and the buyer doesn't pay in full, the buyer is not koneh. What if he could have sold for 100, if he would have pushed hard to find a buyer, but instead decided that he rather take the easier route and sell the larger field, and the buyer then does not pay in full, is it considered like he is selling a field of inferior quality that he wants to get rid of (if he didn't want to, he would have pushed for a buyer of the smaller field) and therefore the buyer is koneh even for partial payment, or not? **A: TEIKU.**

SACHAR ES HACHAMAR V'ES HAKADAR...

- **Q:** How much may the employer spend to hire replacement workers? **A: R' Nachman** said, up to the amount of their wages.
 - **Q: Rava** asked **R' Nachman**, the Braisa quoted earlier said that the employer may even spend 40 or 50 zuz (which is a lot more than a worker's daily rate)!? **A: R' Nachman** said, the Braisa is talking about where the workers' tools were left by the employer, and he may therefore sell the tools and use all the proceeds to hire other workers. However, where the tools were not left there, he may only spend as much as their wages.

-----Daf 77-----78-----

MISHNA

- If one rents a donkey to lead it on a mountain, and he instead led it in a valley, or visa-versa, even if the two paths are of equal distance, and the donkey dies on the way, he is chayuv.
- If one rented a donkey to lead it on a mountain and he instead led it in a valley. If the donkey slipped and was hurt or killed, he is patur (it is less likely to slip in the valley). If the animal overheated and died, he would be chayuv (the valley is hotter, and caused the death). If he rented the donkey to lead it in the valley and he instead led it on the mountain, if the donkey died from slipping, he is chayuv. If the donkey died from overheating, he is patur. If the donkey died because of the climb, he is chayuv.
- If someone rented a donkey and it became "hivrika" (blind) or it was taken for the work of the king, the owner may tell the renter, "you must accept the animal as is (it is your mazal as well that caused this at this time)".

Daf In Review – Weekly Chazarah

However, if the donkey died or broke a limb (rendering it totally unusable), the owner must give him another donkey for the rental period.

GEMARA

- **Q:** Why is it that the first part of the Mishna doesn't make a difference between causes of death, but the second case makes a difference? **A:** In the yeshiva of **R' Yannai** they said, in the first case where the animal did not die due to a fall or to the heat, we say it was the air that killed it, and because it went to a place it wasn't supposed to have gone, we blame the death on the air of that place, and the renter is therefore chayuv. **A2: R' Yose bar Chanina** said, the first case is discussing where it died from exhaustion, and because it went to a place it was not supposed to go, we blame it on that place and the renter is chayuv. **A3: Rabbah** said, the first case is discussing where the donkey was bitten by a snake and died, and because this happened in a place that the renter should not have taken the animal to, he is chayuv. **A4: R' Chiya bar Abba in the name of R' Yochanan** said, the first case of the Mishna follows **R' Meir**, who says that anyone who changes from the intent of the owner is called a gazlan, and he is therefore chayuv.
 - **Q:** Which ruling of **R' Meir** is meant? It can't be where he says in a Mishna that a dyer who dyed wool in the wrong color must pay for the value of the wool (which suggests that he is koneh the wool like a gazlan, because he didn't follow the instruction of the owner), because it may be that in that case he is koneh the wool by changing it, but in the case with the donkey, where he does not change the donkey, maybe he would say that he is not koneh like a gazlan!? It also can't be where he says in a Braisa that money collected for Purim must be given to the poor people on Purim, and the poor people must use it for food, and not for any other purpose. Presumably, this is because we must follow the intent of the donor, who gave it for that purpose. We see that he holds that the intent of the property owner is what must be followed, which is why when he deviates from the agreement in the case of the donkey, he is chayuv for any damage that takes place. This can't be the ruling that is referred to, because in that case the poor person used money for a purpose other than the one given to him. Therefore, he is actually considered to be a gazlan. However, in the case of the donkey, maybe **R' Meir** would not hold that he is chayuv!? **A:** It must be from the following ruling of **R' Meir** from a Braisa, where **R' Shimon ben Elazar** said in the name of **R' Meir**, that if a poor person is given money to buy a shirt, he may not use the money to buy a talis, and visa-versa, because by doing so he would do different than the intent of the one who gave him the money. We see from here that **R' Meir** says the owner's intent must be followed.
 - **Q:** Maybe the reason he may not change from the donor's intent in that case is because the donor made a neder to buy the poor person a shirt, and if the poor person uses the money for something else, people will think that the donor did not follow through on his promise!? **A:** If that was the reason, **R' Meir** would have said the intent must be followed "so as to avoid suspicion". Instead, he said it is "because he is doing different than the intent of the donor". From here we see that it is because he deviated from the donor's intent that he may not do so, and we see that **R' Meir** holds that one who deviates from an owner's intent is called a gazlan.

HASOCHER ES HACHAMOR V'HIVRIKA

- **Q:** What does "hivrika" mean? **A:** In Bavel they said it means a condition that makes the animal blind. **Rava** said it means a disease of the animal's legs.

OY SHENAASIS ANGARYA...

- **Rav** said, this is only if it was taken into temporary service of the king, but if it was taken away permanently, the owner would have to provide the renter with another donkey. **Shmuel** said, in both cases it may be that the owner does not have to provide another animal. Rather, if the animal was taken away in the direction in which the renter was headed (and will eventually be given back when they come across another donkey headed in that direction), the owner does not need to supply another animal. If it was taken away in a different direction, the owner must provide another animal for the renter.
 - **Q:** A Braisa says, that if a rented donkey becomes blind or deranged, the owner does not have to provide another donkey, but if the animal died or was put into service for the king, he would have to provide the renter with another donkey. Now, according to **Rav** we can say that our Mishna is discussing

Daf In Review – Weekly Chazarah

a temporary service and the Braisa is discussing a permanent service. However, how can we explain the contradiction between the Mishna and the Braisa according to **Shmuel**? We can't say that the Mishna is discussing where it was taken in the direction that the renter was heading and the Braisa is talking about where it was taken in another direction, because the Braisa then quotes **R' Shimon ben Elazar** who makes this distinction, which would mean that the **T"K** says there is no such distinction!? **A: Shmuel** would say that he follows the opinion of **R' Shimon ben Elazar**. **A2:** The entire Braisa is actually the opinion of **R' Shimon ben Elazar** and the Braisa is missing words and should make the distinction even in the beginning, and the Braisa then says, this distinction is important, because we find elsewhere that **R' Shimon ben Elazar** makes this distinction as well.

- **Q:** How can we say the entire Braisa is the view of **R' Shimon ben Elazar**? The Braisa said that if the animal was blinded or became deranged, the owner would not have to replace the donkey, yet we find elsewhere that **R' Shimon ben Elazar** holds that if one rented a donkey to ride on and it became blind or deranged the owner *would* have to replace it with another donkey!? **A: Rabbah bar R' Huna** said, the case of renting a donkey to ride on is different, and it is only in that case that he would have to replace for blindness and it becoming deranged.
 - **R' Pappa** said, if the donkey was rented to transport glass, any slight disability would have to be replaced with a new donkey as well (because it would not be able to transport such fragile goods).

-----Daf ע"ט-----79-----

- **Rabbah bar R' Huna in the name of Rav** said, if one rents a donkey for purposes of riding on it and it dies halfway through the trip, he only must pay for use of the donkey for halfway through the trip, and the renter only has a complaint against the owner for giving him a weak donkey, but no legal claim.
 - **Q:** What is the case? If it is easy to find another donkey along the way where the first donkey died, why does he even have a complaint against the owner? If there is no other donkey to rent there, he should not have to pay for any part of the rental fee at all!? **A:** The case is that there is no other donkey to rent there. Still, the owner can say to the renter, if you would have wanted to travel to the halfway point you would have had to rent a donkey to get there. Therefore, pay me now for having taken the donkey to that point.
 - **Q:** What is the case? If the owner had committed to rent him an unspecified donkey, then he should have to replace the donkey for as long as the rental period runs!? If he specified a particular donkey, then if the dead donkey has enough value to be sold and to use the money to buy another donkey, the renter should do so!? Why does **Rav** say that the renter pays half the rent and then only has a complaint on the owner? **A:** The case is that the dead animal was not worth enough to buy a new donkey.
 - **Q:** If the dead animal's value is enough to rent another donkey, the renter should do so!? **A: Rav** follows his *shitah* elsewhere, where he says that we don't eat away at the principal value of the item for the benefit of the renter. We see this in the following *machlokes*. If someone rented a donkey and it died halfway through the journey, **Rav** says, if there is enough value to sell the dead animal and buy another one, that may be done. However, if there is only enough value to rent another animal, that may not be done. **Shmuel** says, that he may even use the value to rent another animal for himself. The *machlokes* is whether we eat into the principal value of the owner for the benefit of the renter.
 - **Q:** A Braisa says, if a tree is given to a lender as collateral (and the lender ate the fruit in exchange for some decrease of the loan), and the tree died or was chopped down, neither the lender nor the borrower may benefit from the tree by burning the wood (because whichever one would do so would be consuming the principal of the other). Rather, they should sell the tree, use the proceeds to buy land, and the lender can eat the produce of that land. Now, when *Yovel* comes they will have to return this purchased field to the true owner, which will mean that the principal (the dead tree) will

Daf In Review – Weekly Chazarah

have been consumed. If so, **Rav** should allow consumption of principal as well!? **A:** The case is where the owner sold the field for 60 years, in which case Yovel wouldn't apply (Yovel only applies when a field is sold without a term). Therefore, it is not considered to be consumption of the principal.

- **Q:** At the end of 60 years the field will have to be returned, so it is still a case of principal being consumed!? **A:** The Braisa is discussing a time when the laws of Yovel are not in effect.
- A Braisa says, if one rents a boat and it sinks halfway through the voyage, **R' Nossan** says if the renter had already paid the rental fee, he cannot get it back from the owner, but if he did not yet pay, he need not pay.
 - **Q:** What is the case? It can't be where the boat to be rented was specified and the wine to be transported was not, because even if he gave the money he should be able to take it back, because he can tell the owner, give me the specified boat so that I can transport other wine and I will then pay you!? It can't be talking about where the boat was not specified, but the wine to be transported was specified, because in that case even if the renter did not pay he should have to pay, because the owner can say – bring me the specified wine that you wanted to transport and I will bring another boat for you to use! **A: R' Pappa** said, the case is where the boat *and* the wine to transport were specified. However, if the boat and the wine were both not specified, they would have to split the amount of the rental fee.
- A Braisa says, if someone rented a boat to transport goods to a certain place, and he then unloaded his goods halfway through the voyage, he only needs to pay for the fee for renting until that halfway point, and the owner only has a complaint against the renter for the rest.
 - **Q:** What is the case? It can't be that the owner can find someone to rent the boat for the second leg of the journey, because then he wouldn't even have any complaint on the renter!? If the case is where he can't find someone else to rent the boat, then the first renter should have to pay the entire fee!? **A:** The case is that he can find someone else. The reason he has a right to complain is because the extra loading and unloading of the boat weakens the boat.
 - **Q:** If this is so, he should even have a legal claim against the renter who backs out!? **A:** The case is that the renter did not back out, rather he added additional items to the boat at the halfway point along the way, and the Braisa means that he now must pay more for the second half of the journey because of the additional cargo.
 - **Q:** If so, what complaint does the owner have against the renter? **A:** His complaint is that because of this change in plans the journey becomes a longer one. Or, his complaint may be that the cargo now needs more rope than originally planned.
- A Braisa says, if someone rented a donkey to ride on, he may load it with clothing, the flask, and the food that he will need for the entire journey. If he wants to load anything more than that, the donkey owner may stop him from doing so. The donkey driver may put barley and straw on the donkey, and his own food for that day. With regard to anything more, the renter may stop him from doing so.
 - **Q:** What is the case? If there will be places to buy food along the way, why can't the owner stop the renter from taking more food than needed for one day? If there is no place to stop and get food, the renter should not be able to prevent the donkey driver from taking enough food for the entire journey!? **A: R' Pappa** said, the case is that there is food available for someone who will search for it when they stop at an inn. It is normal for a donkey driver to do so, and therefore he can't take more than he needs for one day. It is not normal for a renter, and therefore he is allowed to take enough for the entire trip.
- A Braisa says, if one rents a donkey for a man to ride, he may not give it to a woman to ride (she doesn't ride well and is therefore heavier for the animal). If he rents it for a woman to ride it, a man may ride it as well. If the donkey is rented for a woman to ride, he may give it to any woman to ride – whether she is large, small, pregnant, or nursing.

Daf In Review – Weekly Chazarah

- **Q:** If a nursing woman may ride it (with her baby), then certainly a pregnant woman may ride it!? **A: R' Pappa** said, the case is where she is a pregnant woman who is also nursing.