



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

Shavuos Daf Mem Gimmel

NOSEI SACHAR EINO MISHALEM

- **Q:** How do we know this? **A:** A Braisa says, the pasuk regarding a shomer sachar says "ki yitein ish ehl rei'eihu", which is a klal, "chamor oy shor oy seh" is a prat, "v'chol beheimah lishmor" is another klal. We have a klal, prat, uklal, which teaches to include items like the prat. Just as the prat is a moveable item and has intrinsic value, so too all items that are moveable and have intrinsic value are subject to a shomer sachar having to pay if the item is stolen or lost. This excludes land, which is not moveable, it excludes servants, which are compared in the pasuk to land, and excludes documents, which have no intrinsic value. The pasuk also says "rei'eihu", which therefore also excludes hekdesch from being included in the halacha of making the shomer sachar pay if the item is stolen or lost.

R' MEIR OMER YEISH DEVARIM SHEHEIN K'KARKAH V'EINAN K'KARKAH...

- **Q:** It seems that **R' Meir** holds that anything attached to land is not considered to itself be land. If so, why does he argue in a case of vines with grapes on them? Why not argue in a case of bare vines? **A:** **R' Yose the son of R' Chanina** said, **R' Meir** may hold that such things are treated like land. The Mishna is discussing a case where the claim is for grapes that are ready to be cut off the vine. **R' Meir** holds that we view them as if they are already cut off, and since they are moveable property they require an oath to be made, and the **Rabanan** hold that they are not viewed as if they are already cut off.

EIN NISHBA'IN ELAH AHL DAVAR SHEBIMIDAH V'SHEBIMISHKAL...

- **Abaye** said, this is only where the claim didn't specify which house full of produce he gave him, but if he said "I gave you *this* house full of produce", it is known how much produce the claim is for, and therefore there would be an oath for a partial admission.
 - **Q:** **Rava** asked, if this is correct, then instead of the Mishna contrasting the case of the "house full of produce" with the case of the produce reaching the beam (in which case the Mishna says he would be chayuv to swear), why doesn't the Mishna just contrast to a case of "*this* house", where he would also be chayuv to swear!? **A:** Rather, **Rava** said, he would not be chayuv unless the claim and the admission are defined in terms of measure, weight, or number.
 - A Braisa supports **Rava**, because after giving specific examples, it gives a general rule that a person would not be chayuv to swear unless the claim and the admission are defined in terms of measure, weight, or number. The stating of a "general rule" presumably comes to exclude the case of **Abaye**, and to teach that he would be patur in that case.
 - **Q:** The Braisa said that if he claims a large menorah and the defendant admits to having a small menorah he is patur from having to swear, because he is admitting to something that was not included in the claim. The Braisa then said, if the claim was for a menorah that weighed 10 litras and he admits to a menorah that weighed 5 litras he would be chayuv. Why is he chayuv in that case? Here again, he admits to something that is not part of the claim!? **A:** **R' Shmuel bar R' Yitzchak** said, the Braisa is discussing a menorah made of different sections, and the argument is regarding how many sections were given to him. Therefore, the claim and the admission are regarding the same thing.
 - **Q:** The Braisa gave the case of a large belt claimed and an admission of a small belt (in which case he would be patur from having to swear), and yet did not give that case where it concerned specifications of different weights (as it did by

menorah). Now, if the menorah discussed is one of multiple sections, why couldn't that case be given regarding the belt as well? Rather, we must say that even the menorah does not discuss different sections! **A: R' Abba bar Mamal** said, a metal menorah can be scraped down from one weight to another. Therefore, even when it is one piece, as long as specific weights were given, we can assume the claim and the admission are regarding the same item.

MISHNA

- If someone lent money on collateral and lost the collateral, and he told the borrower "I lent you a selah and the collateral was worth half a selah and you therefore owe me the difference", and the borrower says the collateral was worth a full selah, the borrower is patur from having to swear, because there is not even a partial admission. If when the lender says he is still owed the difference of half a selah the borrower responded that the collateral was worth $\frac{3}{4}$ of a selah, he would be chayuv to swear that the collateral was worth that amount and would then pay the difference. If the borrower claims that the collateral was worth 2 selah and the lender says it was only worth one selah, the lender would be patur from swearing, because there is no partial admission. If the borrower says it was worth 2 selah and the lender said it was worth 1.5 selah, he would have to swear and then pay the difference.
 - Who swears? It is the lender, because if the borrower were to swear, the lender may bring out the collateral, which could contradict the oath of the borrower and make him passul to swear or serve as a witness.

GEMARA

- **Q:** Which case of the Mishna (there were 4) is this last statement going on? It can't be going on the last case, because the reason the lender swears there is because he made a partial admission, not because we are concerned for the status of the borrower! **A:** Rather, **Shmuel, R' Chiya bar Rav, and R' Yochanan** each said it is going on the beginning of the Mishna, which the Gemara explains to mean the second case of the Mishna. In that case the borrower should swear (because he made a partial admission), but we instead make the lender swear out of concern that the lender will produce the item to contradict the borrower.
 - Now that **R' Ashi** has said that in this case we make them both swear – the lender must swear that the collateral is not in his possession, and the borrower must swear how much the collateral is worth – the Mishna actually means to ask, who do we make swear first? The Mishna answers, it is the lender who must swear first, because if the borrower were to swear first, the lender may bring out the collateral, which could contradict the oath of the borrower and make him passul to swear or serve as a witness.
- **Shmuel** said, if someone lent 1,000 zuz and took the handle of a sickle as collateral and then lost the collateral, he loses his 1,000 zuz. However, if he took two sickle handles as collateral and lost one of them, we don't say that he loses 500 zuz. **R' Nachman** said, even if he took two handles as collateral and loses one, he loses 500 zuz of the loan. If he then loses the second handle, he loses the remainder of the loan. However, if he took a handle and a piece of precious metal as collateral, we do not say that the metal was accepted as separate collateral for half the loan. **Nehardai** said, even in that case the handle would be considered for half the debt and the metal for the other half.
 - **Q:** Our Mishna gives the case of a lender who loses the collateral and doesn't say that it cancels out the loan! **A:** The Mishna is discussing where he said he is only accepting the collateral for its true value if he loses it. **Shmuel** was talking about where he never expressed that statement.