מוֹדֶה בִּשְׁטָר שֶׁכָּתְבוֹ – אֵינוֹ צָרִיךְ לְקַיְּימוֹ, וְגוֹבֶה מִנְּכָסִים מְשׁוּעְבָּדִים.

In the case of a debtor who **admits that he wrote** a promissory **note,**[N] the creditor **is not required to ratify it** in court in order to collect the debt, **and he** can therefore use the document to **collect** the debt even **from liened property** that has been sold. In the present case as well, the seller admits that he received the money; therefore the document of sale should enable the buyer to collect his money from liened property.

אֲמַר לֵיהּ רָבָא: מִי דָּמֵי? הָתָם – נִיתָּן לְהִכָּתֵב, הָכָא – לֹא נִיתָּן לְהִכָּתֵב.

**Rava said to him: Are** these cases **comparable? There,** the matter detailed in the document **may be written,** as it is a substantive matter; the document attests to true events and it is therefore possible to use the promissory note to collect the debt. But **here,** the matter detailed in the document **may not be written,**[H] as the entire sale was not genuine since it was done against the will of the seller. Consequently, this document is completely invalid and cannot be used to collect from liened property.

יָתֵיב מָרֵימָר וְקָאָמַר לָהָא שְׁמַעְתָּא. אֲמַר לֵיהּ רָבִינָא לְמָרֵימָר: אֶלָּא הָא דַּאֲמַר רַבִּי יוֹחָנָן גְּזֵירָה שְׁמָא יִגְבֶּה מִזְּמַן רִאשׁוֹן, נֵימָא: לָא נִיתָּן לִיכָּתֵב! אֲמַר לֵיהּ: הָכִי הָשְׁתָּא! הָתָם – נְהִי דְּלָא נִיתָּן לִיכָּתֵב מִזְּמַן רִאשׁוֹן – אֲבָל נִיתָּן לִיכָּתֵב מִזְּמַן שֵׁנִי; הָכָא – לֹא נִיתָּן לִיכָּתֵב כְּלָל.

**Mareimar sat and stated this *halakha*. Ravina said to Mareimar: But** if Rava's answer is accepted, then with regard to **that which Rabbi Yoḥanan said** concerning an antedated loan document, that there is a rabbinic **decree** invalidating the document **lest he collect from the first date, let us say** that there is a better rationale, as Rava stated: The antedated document is invalid, as it **may not be written.** Mareimar **said to him: How can** these cases **be compared? There,** in the case of the antedated document, **granted, it may not be written from the first date, but it may be written from the second date. Here, it may not be written at all.**

אֶלָּא הָא דְּתַנְיָא: לִשְׁבָח קַרְקָעוֹת כֵּיצַד? הֲרֵי שֶׁגָּזַל שָׂדֶה מֵחֲבֵירוֹ וּמְכָרָהּ לְאַחֵר וְהִשְׁבִּיחָהּ, וַהֲרֵי הִיא יוֹצְאָה מִתַּחַת יָדוֹ, כְּשֶׁהוּא גּוֹבֶה – גּוֹבֶה אֶת הַקֶּרֶן מִנְּכָסִים מְשׁוּעְבָּדִים, וּשְׁבָח גּוֹבֶה מִנְּכָסִים בְּנֵי חוֹרִין. נֵימָא: לֹא נִיתָּן לִיכָּתֵב!

The Gemara further asks: **But** how does one understand **that which is taught** in a *baraita*: **What** is the case in which one appropriates property **for** the **enhancement of land?** It is a case where **one robbed another of a field and sold it to another** and that buyer **enhanced it, and it is appropriated** by the court **from his possession. When** the buyer **collects** payment from the robber, **he collects the principal,** i.e., the money he paid for the field itself, even **from liened property** that the robber had sold in the interim, **and he collects** the value of the **enhancement from** the robber's **unsold property. Let us say** there also that this illegal sale of the field was a transaction that is **may not be written,** and therefore he should not be allowed to collect even the principal from liened property.

הָכִי הָשְׁתָּא! הָתָם, אִי לְמַאן דְּאָמַר נִיחָא לֵיהּ דְּלָא נִיקְרֵייהּ גַּזְלָנָא, אִי לְמַאן דְּאָמַר נִיחָא לֵיהּ דְּלֵיקוּם בְּהֵימָנוּתֵיהּ – מְפַיֵּיס לֵיהּ לְמָרֵיהּ וּמוֹקִים לֵיהּ לִשְׁטָרֵיהּ. הָכָא – לְאַבְרוּיֵי מִינֵּיהּ קָמְכַוִּין, שְׁטָרָא מְקַיֵּים לֵיהּ?

The Gemara refutes this suggestion: **How can** these cases **be compared? There,** in the case of the field purchased from a robber, the deed of sale is meaningful **either according to the one who says that it is preferable for** the robber **not to be called a robber** by the buyer, **or according to the one who says that it is preferable for** the robber **to maintain his reliability,** i.e., to be considered an honest person; and therefore, the robber **will appease the owner of the field** by paying him for it **and** will attempt to **ratify his document** so that it is valid. But **here,** where the one who sold the field under duress **intends to remove** the buyer from it, will he then **ratify his document?**

**מתני׳** אֵין פּוֹסְקִין עַל הַפֵּירוֹת עַד שֶׁיֵּצֵא הַשַּׁעַר. יָצָא הַשַּׁעַר – פּוֹסְקִין, וְאַף עַל פִּי שֶׁאֵין לָזֶה יֵשׁ לָזֶה.

MISHNA **One may not set** a price with a buyer **for** the future delivery of **produce**[H] **until the** market **rate is publicized,** as, if he is paid for supplying produce at a later date in advance of the publication of the market rate for that type of produce, he may set a price that is too low. The money paid in advance is deemed a loan, and if the initial payment was lower than the later market value, delivery of the produce will constitute interest on the loan. Once **the** market **rate is publicized,** the seller **may set** a price,[N] even if the produce is not yet in his possession. The reason for this is that **even though this one,** i.e., the seller, **does not have** any of the produce, **that one,** someone else, **has** it, and the seller could theoretically acquire the produce now at the price he set.

**NOTES**

**Admits that he wrote a promissory note – מוֹדֶה בִּשְׁטָר שֶׁכָּתְבוֹ:** The Ramban raises the concern that this *halakha* could provide an opportunity for collusion: One could write a document attesting to a fictitious loan to an accomplice, and then concede that he wrote the note. The accomplice would then seize property that had already been sold to a third party and the two of them would split the proceeds. Because of this, Ramban interprets the *halakha* as referring only to property sold after the time the lender conceded to the validity of the promissory note.

**Once the market rate is publicized the seller may set a price – יָצָא הַשַּׁעַר פּוֹסְקִין:** It is not immediately clear why the publication of the market rate renders this practice permitted. In some of the later commentaries there is a suggestion that the transaction works through the mechanism of agency, with the one who receives the money becoming an agent of the other to acquire wheat on his behalf in exchange for the money and for delivering it at a later date (see *Shakh*, *Taz*, and *Minḥat HaBoker*).

**HALAKHA**

**May not be written – לֹא נִיתָּן לְהִכָּתֵב:** A promissory note that was written in a situation where writing it is prohibited may not be considered relevant by the court and does not change the status of the loan (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 23:8; *Shulḥan Arukh*, *Ḥoshen Mishpat* 39:6, 150:1–2).

**One may not set a price for produce, etc. – אֵין פּוֹסְקִין עַל הַפֵּירוֹת וכו':** It is not permitted to contract to purchase produce in the future at a specific price until the market rate is publicized. One must wait for the publicizing of the rate for the entire country, not simply the rate for the towns. There are some who say that it is permitted once the market price for towns is known (*Tosafot*, Rosh), and it appears that one may be lenient in this matter since it is not actually a loan but rather a form of sale (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 9:1; *Shulḥan Arukh*, *Yoreh De'a* 175:1).

הָיָה הוּא תְּחִילָּה לַקּוֹצְרִים – פּוֹסֵק עִמּוֹ עַל הַגָּדִישׁ, וְעַל הָעֲבִיט שֶׁל עֲנָבִים, וְעַל הַמַּעֲטָן שֶׁל זֵיתִים, וְעַל הַבִּיצִים שֶׁל יוֹצֵר, וְעַל הַסִּיד מִשֶּׁשָּׂקְעוּ בַּכִּבְשָׁן.

If the seller **was first among the reapers,**[H] having harvested his crop before the market rate was set, he **may set** a price **with** a buyer as he wishes **for a stack** of grain that is already in his possession, **or for** a large **basket of grapes** prepared for pressing into wine, **or for a vat** [*hama'atan*][L] **of olives** prepared for pressing into oil, **or for the clumps** [*habeitzim*][L] of clay prepared for use **by a potter,**[B] **or for plaster** nearing the end of the manufacturing process at the point **after he has sunk it,** i.e., baked it, **in the kiln.** Although the market rate has yet to be set, the seller may nevertheless set a price now for their eventual delivery.

וּפוֹסֵק עִמּוֹ עַל הַזֶּבֶל כָּל יְמוֹת הַשָּׁנָה. רַבִּי יוֹסֵי אוֹמֵר: אֵין פּוֹסְקִין עַל הַזֶּבֶל אֶלָּא אִם כֵּן הָיְתָה לוֹ זֶבֶל בָּאַשְׁפָּה. וַחֲכָמִים מַתִּירִים.

The mishna continues: **And he may set** a price **with** a buyer **for manure** on **any** of **the days of the year,** as the manure will certainly be available and it is therefore viewed as if it is ready. **Rabbi Yosei says: One may set** the price **of manure only if he** already **had** a pile **of manure in** his **dunghill** to which the sale can immediately be applied, **but the Rabbis permit it** in all cases.

וּפוֹסֵק עִמּוֹ בַּשַּׁעַר הַגָּבוֹהַּ, רַבִּי יְהוּדָה אוֹמֵר: אַף עַל פִּי שֶׁלֹּא פָּסַק עִמּוֹ בַּשַּׁעַר הַגָּבוֹהַּ – יָכוֹל לוֹמַר: תֵּן לִי בָּזֶה אוֹ תֵּן לִי אֶת מְעוֹתַי.

**And one may** also **set** a price **with** a buyer **at the highest rate,**[N] i.e., a large amount of produce sold for the lowest price, stipulating with the seller that the sale price match the lowest market rate for this product during the course of the year. **Rabbi Yehuda says: Even if he did not set** a price **with him** beforehand **at the highest rate,** the buyer **may say** to the seller: **Give me** the produce **at this** rate **or give me** back **my money.** Since he did not formally acquire the produce, if the price changed he may withdraw from the transaction.

**גמ׳** אָמַר רַבִּי אַסִי אָמַר רַבִּי יוֹחָנָן: אֵין פּוֹסְקִין עַל הַשַּׁעַר שֶׁבַּשּׁוּק. אֲמַר לֵיהּ רַבִּי זֵירָא לְרַבִּי אַסִי: אָמַר רַבִּי יוֹחָנָן אֲפִילּוּ כַּדּוֹרְמוּס הַזֶּה? אֲמַר לֵיהּ: לֹא אָמַר רַבִּי יוֹחָנָן אֶלָּא בְּשׁוּק שֶׁל עֲיָירוֹת, דְּלָא קְבִיעִי תַּרְעֵיהוּ.

GEMARA **Rabbi Asi says** that **Rabbi Yoḥanan says: One may not set** a price for the future delivery of produce **at the** current **market rate** because the market is not sufficiently stable. **Rabbi Zeira said to Rabbi Asi:** Does **Rabbi Yoḥanan state** this ruling **even with regard to** the rate of **this** large **central market** [*dormus*]?[L] Rabbi Asi **said to him: Rabbi Yoḥanan stated** this ruling **only with regard to the** small-**town markets, since their rates are not fixed,** as smaller markets have greater sensitivity to fluctuations in price.

וְלִמְאן דְּסָלֵיק אַדַּעְתִּין מֵעִיקָּרָא דַּאֲמַר רַבִּי יוֹחָנָן אֲפִילּוּ כַּדּוֹרְמוּס הַזֶּה, אֶלָּא מַתְנִיתִין דְּקָתָנֵי אֵין פּוֹסְקִין עַל הַפֵּירוֹת עַד שֶׁיֵּצֵא הַשַּׁעַר, יָצָא הַשַּׁעַר – פּוֹסְקִין, הֵיכִי מַשְׁכַּחַתְּ לָהּ? מַתְנִיתִין בִּפְחִיסֵי דְּאַכַּלְבֵי וְאַרְבֵי, דְּמָשׁוֹךְ תַּרְעֵיהּ טְפֵי.

The Gemara asks: **And according to what we thought initially, that Rabbi Yoḥanan stated** this ruling **even with regard to this large** central **market, but** then there is a difficulty with **the mishna, which teaches: One may not set** a price with a buyer **for** the future delivery of **produce until the** market **rate is publicized.** By inference, once **the** market **rate is publicized, one may set** a price. If Rabbi Yoḥanan's ruling applies even to large central markets, **how can you find these** circumstances? The Gemara answers: The **mishna** may be speaking **about wheat** that comes from large **warehouses and** from **ships, as their rate lasts longer,** since this merchandise comes to market in very large quantities.

תָּנוּ רַבָּנַן: אֵין פּוֹסְקִין עַל הַפֵּירוֹת עַד שֶׁיֵּצֵא הַשַּׁעַר. יָצָא הַשַּׁעַר פּוֹסְקִין, אַף עַל פִּי שֶׁאֵין לָזֶה יֵשׁ לָזֶה. הָיוּ חֲדָשׁוֹת מֵאַרְבַּע וִישָׁנוֹת מִשָּׁלֹשׁ – אֵין פּוֹסְקִין עַד שֶׁיֵּצֵא הַשַּׁעַר לֶחָדָשׁ וְלַיָּשָׁן.

§ **The Sages taught: One may not set** a price with a buyer **for** the future delivery of **produce until the** market **rate is publicized.** Once **the** market **rate is publicized,** the seller **may set** a price, even if the produce is not yet in his possession. The reason for this is that **even though this one,** the seller, **does not have** any of the produce, **that one,** someone else, **has** it, and the seller could theoretically acquire the produce now at the price he set. If the **new** grain **was** selling **at** the rate of **four** *se'a* for a *sela* **and the old** grain was selling **at three,**[H] **one may not set** the price according to the price of the new grain **until the** market **rate is publicized** both **for the new and for the old** grain. By the time payment is made, the new grain will not be entirely new and its price will be the same as that of the old grain.

הָיוּ לָקוֹטוֹת מֵאַרְבַּע, וּלְכָל אָדָם מִשָּׁלֹשׁ – אֵין פּוֹסְקִין עַד שֶׁיֵּצֵא הַשַּׁעַר לַלּוֹקֵט וְלַמּוֹכֵר.

Similarly, **if the** produce sold by **gleaners** who gather wheat from various fields, the quality of which is low, is selling **at** the rate of **four** *se'a* of wheat for a *sela* **and** that **of every** other **person** is selling **at** the rate of **three** *se'a* of wheat for a *sela,* one **may not set** a price at the gleaners' rate **until the** market **rate is publicized** both **for** wheat sold by **a gleaner and for** wheat sold by an ordinary **seller.**[H]

**HALAKHA**

**First among the reapers – תְּחִילָּה לַקּוֹצְרִים:** If one obtains a product or produce to sell before most of the other sellers have it available, he may set a price for the future delivery of the produce, even if it is not fully ready yet (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 9:1; *Shulḥan Arukh, Yoreh De'a* 175:4).

**The new grain was selling at four *se'a* for a *sela* and the old at three – הָיוּ חֲדָשׁוֹת מֵאַרְבַּע וִישָׁנוֹת מִשָּׁלֹשׁ:** If new grain was being sold for four *se'a* for a *sela* and old grain for three *se'a* for a *sela,* one may not set a price until the market rate is publicized for both old and new grain (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 9:4; *Shulḥan Arukh, Yoreh De'a* 175:2).

**The market rate…for a gleaner and for an ordinary seller – הַשַּׁעַר לַלּוֹקֵט וְלַמּוֹכֵר:** If wheat sold by gleaners was being sold at a price of four *se'a* of wheat for a *sela* and wheat sold by ordinary sellers was sold at the price of three *se'a* of wheat for a *sela,* one may set a price for the future delivery by gleaners at their rate, but one may not set a price for the future delivery with an ordinary seller until the market rate is publicized for both gleaners and ordinary sellers (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 9:4; *Shulḥan Arukh, Yoreh De'a* 175:3).

**LANGUAGE**

**Vat [*ma'atan*] – מַעֲטָן:** The source of this word is the Arabic عطن, *'aṭan,* meaning softening. The *ma'atan* was a large vessel in which olives were placed for a certain amount of time in order to soften them, so that it would then be possible to extract the oil from them in an olive press.

**Clumps [*beitzim*] – בֵּיצִים:** Most of the commentaries understand this term to be derived from the word *beitza,* meaning egg, since the round clumps of clay are shaped like eggs. Some suggest that it should be vocalized as *bitzim,* from the word *bitza,* meaning swamp, and *botz,* meaning mud (Ra'avad; Rabbi Zekharya Agamati).

**Central market [*dormus*] – דּוֹרְמוּס:** The source of this word is the Greek δρόμος, *dromos,* which originally meant an arena for racing. Later, its meaning was broadened to include large areas or tree-lined streets. Large markets were established in these places and this resulted in the use of the term for the central market.

**BACKGROUND**

**Clumps of clay prepared for use by a potter – בֵּיצִים שֶׁל יוֹצֵר:** A potter who makes vessels out of clay carefully prepares the material from which he makes the vessels. First he takes the clay from the ground, grinds it well and mixes it with water, sometimes adding other materials as well, such as cinders, sand, or ground bricks. Then this mixture is kneaded well. After kneading it, the potter rolls the material into clumps and allows them to dry, after which they are moistened and fashioned into vessels.

**NOTES**

**And one may also set a price with a buyer at the highest rate – וּפוֹסֵק עִמּוֹ בַּשַּׁעַר הַגָּבוֹהַּ:** There appears to be a dispute among the commentaries concerning this clause. Some understand it as referring to the entire mishna, whereas others understand it as clarifying only the initial statement that one may set a price once the market rate is publicized (*Tosefot Yom Tov*).

אֲמַר רַב נַחְמָן: פּוֹסְקִין לַלָּקוֹטוֹת כְּשַׁעַר הַלָּקוֹטוֹת. אֲמַר לֵיהּ רָבָא לְרַב נַחְמָן: מַאי שְׁנָא לוֹקֵט – דְּאִי לֵית לֵיהּ יָזִיף מִלָּקוֹט חַבְרֵיהּ; בַּעַל הַבַּיִת נַמִּי יָזִיף מִלָּקוֹט! אֲמַר לֵיהּ: בַּעַל הַבַּיִת זִילָא בֵּיהּ מִילְתָא לְמֵיזַף מִלָּקוֹט. אֵיבָּעֵית אֵימָא: מַאן דְּיָהֵיב זוּזֵי לְבַעַל הַבַּיִת – אַפֵּירֵי שַׁפִּירֵי יָהֵיב.

**Rav Naḥman said: One may set** a price **for gleaners** to deliver produce in the future **at the gleaners' rate. Rava said to Rav Naḥman: What is different** about **a gleaner,** who you hold can immediately set his price at the gleaners' rate? **As, if he has no** produce **he can borrow it from another gleaner,** and therefore it is viewed as though it were in his possession. **A homeowner as well** should be able to set a price at the gleaners' rate, as, if he has no grain he can **borrow from a gleaner.** Rav Naḥman **said to him:** It is **degrading** for **a homeowner to borrow from a gleaner.** Consequently, there is a need to establish a market rate for ordinary sellers. And **if you wish, say** instead: **One who gives money to a homeowner** to buy his grain **gives** the money in return **for quality produce,** and he does not want the inferior produce the homeowner could borrow from gleaners.

אָמַר רַב שֵׁשֶׁת אָמַר רַב הוּנָא: אֵין לוֹוִין עַל שַׁעַר שָׁבַּשּׁוּק. אֲמַר לֵיהּ רַב יוֹסֵף בַּר חָמָא לְרַב שֵׁשֶׁת, וְאָמְרִי לָהּ רַב יוֹסֵי בַּר אַבָּא לְרַב שֵׁשֶׁת: וּמִי אָמַר רַב הוּנָא הָכִי? וְהָא בָּעֵי מִינֵּיהּ מֵרַב הוּנָא: הָנֵי בְּנֵי בֵּי רַב דְּיָזְפִי בְּתִשְׁרֵי וּפָרְעִי בְּטֵבֵת, שָׁרֵי אוֹ אֲסִיר? אֲמַר לְהוּ: הָא חִיטֵּי בְּהִינֵי וְהָא חִיטֵּי בְּשִׁילֵי, אִי בָּעֵי זָבְנֵי וּפָרְעִי לֵיהּ.

**Rav Sheshet says** that **Rav Huna says: One may not borrow** produce based **on the market rate,**[NH] meaning that one may not purchase produce on credit with an agreement to pay for it later at the future market price, even though there is grain sold at this price in another location. **Rav Yosef bar Ḥama said to Rav Sheshet, and some say that** it was **Rav Yosei bar Abba** who said **to Rav Sheshet: And did Rav Huna say this? But** didn't it occur that the Sages **asked Rav Huna:** With regard to **those students** of Torah **who borrow** food **in** the month of **Tishrei and pay** for it **in Tevet** at the rate in effect then, is this **permitted or prohibited?** Rav Huna **said to them: There is wheat in** the town called **Hini and there is wheat in** the town called **Shili, and if** the students **want** to **they can buy** wheat there **and pay** the lender immediately, and since they can pay at any time, it is permitted.

מֵעִיקָּרָא סָבַר רַב הוּנָא: אֵין לוֹוִין, כֵּיוָן דִּשְׁמָעָהּ לְהָא דְּאָמַר רַבִּי שְׁמוּאֵל בַּר חִיָּיא אָמַר רַבִּי אֶלְעָזָר: לוֹוִין, אֲמַר אִיהוּ נַמִּי לוֹוִין.

The Gemara answers: **Initially, Rav Huna thought** that **one may not borrow** produce in this manner, **but when he heard that Rabbi Shmuel bar Ḥiyya says** that **Rabbi Elazar says: One may borrow** produce in this manner, he retracted his previously stated opinion and **he also said** that **one may borrow** produce in this manner.

תָּנוּ רַבָּנַן: הַמּוֹלִיךְ חֲבִילָה מִמָּקוֹם לְמָקוֹם, מְצָאוֹ חֲבֵירוֹ וְאָמַר לוֹ: תְּנָה לִי וַאֲנִי אַעֲלֶה לְךָ כְּדֶרֶךְ שֶׁמַּעֲלִין לְךָ בְּאוֹתוֹ מָקוֹם.

**The Sages taught:** With regard to **one who transports a package** of goods **from one place,** where he bought it inexpensively, **to another place,**[H] where the price is higher, in order to sell it at a profit, and **another found him** on the way **and said to him: Give me** the package, **and I will pay you in the manner that they pay you in that place** to which you are going,

**NOTES**

**Borrow based on the market rate – לוֹוִין עַל שַׁעַר שָׁבַּשּׁוּק:** The early commentaries understand this expression in a number of different ways. Rashi records two possibilities. One possibility is that it refers to a cash loan that is to be repaid in cash, but with the stipulation that if the borrower does not return the money by a certain date, he will provide produce of an equivalent value in lieu of payment. Alternatively, Rashi quotes an opinion that the Gemara is referring to a loan of produce, with the understanding that the borrower will consume the produce and replace it with an equal quantity of comparable produce later. There are also several different explanations of this second possibility. According to the Ra'avad, this is permitted only where the buyer has money in his possession that would enable him to purchase the produce at any time.

**HALAKHA**

**Borrow based on the market rate – לוֹוִין עַל שַׁעַר שָׁבַּשּׁוּק:** If there is a standard market rate known to both the borrower and lender, it is permitted to borrow produce to be replaced at a later time, even if the borrower does not have the money at that time (*Shakh*). Some say that this is prohibited if the rate is not known to both of them (*Taz*), while the *Shakh* permits this after the fact. The Rosh says that this applies when there is no set time limit for the loan, but if the lender stipulates that the borrower must return it before the price rises, the practice is prohibited (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 10:1; *Shulḥan Arukh*, *Yoreh De'a* 162:3).

**One who transports a package from one place to another place – הַמּוֹלִיךְ חֲבִילָה מִמָּקוֹם לְמָקוֹם:** If one has merchandise that is sold at a low price in one place and a higher price in another, and another says to him: Give it to me and I will transport it to the more expensive place and sell it there, and I will then use the money for a set time and then will pay you according to the price of the merchandise there, if responsibility for the merchandise during transport is upon the buyer, the practice is prohibited, but if it is upon the seller it is permitted, provided that the seller also pays him for his efforts (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 9:9; *Shulḥan Arukh*, *Yoreh De'a* 173:15).

בִּרְשׁוּת מוֹכֵר – מוּתָּר, בִּרְשׁוּת לוֹקֵחַ – אָסוּר.

then, if the package remains **in the possession of the seller,** i.e., the seller accepts upon himself responsibility for any accidental damage that occurs along the way, it is **permitted,** as the transaction is not a loan. But if it is **in the possession of the buyer,** meaning that the buyer accepts responsibility for accidental damage, then the transaction is **prohibited,** as it is considered a loan with interest.

הַמּוֹלִיךְ פֵּירוֹת מִמָּקוֹם לְמָקוֹם, מְצָאוֹ חֲבֵירוֹ וְאָמַר לוֹ: תֵּן לִי וַאֲנִי אַעֲלֶה לְךָ פֵּירוֹת שֶׁיֵּשׁ לִי בְּאוֹתוֹ מָקוֹם, אִם יֵשׁ לוֹ פֵּירוֹת בְּאוֹתוֹ מָקוֹם – מוּתָּר, וְאִם לָאו – אָסוּר. וְהַחַמָּרִין מַעֲלִים בִּמְקוֹם הַיּוֹקֶר כְּבִמְקוֹם הַזּוֹל, וְאֵינָן חוֹשְׁשִׁין.

With regard to **one who transports produce from** one **place to** another **place,**[HN] if **another finds him and says to him: Give** the produce **to me** now **and I will repay you with produce that I have in that place** to which you are going, then, **if he** actually **has produce in that place,** it is **permitted, but if not,** it is **prohibited. But donkey drivers** who transport merchandise from one place to another may accept money and **set** prices **in a place** where goods are sold at **expensive** prices **according to** the rate in effect in **another place,** where goods are sold at **inexpensive** prices,[HN] **and need not be concerned,** as this practice is permitted.

מַאי טַעְמָא? רַב פַּפָּא אָמַר: נִיחָא לְהוּ דִּמְגַלּוּ לְהוּ תַּרְעָא. רַב אַחָא בְּרֵיהּ דְּרַב אִיקָא אָמַר: נִיחָא לְהוּ דְּמוֹזְלִי גַּבַּיְיהוּ.

The Gemara asks: **What is the reason** this is permitted? **Rav Pappa says:** It is **satisfactory to them** to sell merchandise at a discounted rate, because by doing so **the gates** to the new market **are opened for them,** as in this way they begin to do business in this area and gain new customers. **Rav Aḥa, son of Rav Ika, said:** It is **satisfactory to them because** the prices **are reduced for them**[N] in the places where they make their purchases. Since the sellers there hear that the donkey drivers will need to resell the merchandise at a lower price, the sellers give a discount to the donkey drivers. According to either opinion, the donkey drivers provide the additional produce to the customer not as interest on the loan but as a discount to promote their business.

מַאי בֵּינַיְיהוּ? אִיכָּא בֵּינַיְיהוּ: תַּגָּרָא חַדַּתָּא.

The Gemara asks: **What is** the difference **between** these two reasons to allow this practice? The Gemara answers: **The** difference **between them** concerns **a merchant** who is **new** in the area. According to the one who holds that the reason he may sell the produce is in order to open the market for him, it applies especially to a merchant in this situation. But according to the one who holds that the reason is that he can procure his merchandise inexpensively, the sellers will not believe him if he is new to his trade, and they will not sell it to him at a discount.

**HALAKHA**

**One who transports produce from one place to another place – הַמּוֹלִיךְ פֵּירוֹת מִמָּקוֹם לְמָקוֹם:** In the case of one who was transporting produce from a place with inexpensive prices to a place with expensive prices, and another said to him: Give the produce to me now, and I will repay you with produce of the same type at a specific time in the future, if he currently possesses such produce it is permitted, and if not it is prohibited (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 9:9; *Shulḥan Arukh*, *Yoreh De'a* 173:17).

**Donkey drivers set prices in a place with expensive prices according to another place with inexpensive prices – הַחַמָּרִין מַעֲלִים בִּמְקוֹם הַיּוֹקֶר כְּבִמְקוֹם הַזּוֹל:** If wheat was selling in one place at a price of four *se'a* for a *sela* and in another place at one *se'a* for a *sela*, it is permitted to give money to a merchant to buy it at the inexpensive price and bring it back at a specific time, as long as the responsibility for loss or theft is upon the buyer (*Tosafot*). Some rule that the practice is permitted when the responsibility is upon the merchant if he is reimbursed separately for his efforts (Rema). If they did not stipulate a specific time by which he must provide the produce, it is permitted in all cases, as this is merely a type of agency (*Shakh*). It is inappropriate for an important person to engage in this practice.

With other types of merchandise the practice is prohibited. It is suggested in *Ḥokhmat Adam* that nowadays, when all types of merchandise are sold in large markets and are always being traded, it would be permitted (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 9:7–8; *Shulḥan Arukh*, *Yoreh De'a* 173:16, and in the comment of Rema).

**NOTES**

**One who transports produce from one place to another place – הַמּוֹלִיךְ פֵּירוֹת מִמָּקוֹם לְמָקוֹם:** Most of the commentaries explain that this is referring to a case where the produce is being transported from a place where it is inexpensive to one where it is expensive. The Rashba holds that the Gemara is referring to a case where the price of the produce is the same in both places, and it is simply discussing whether it is permitted to lend a *se'a* of produce in order to receive a *se'a* in return, which is prohibited in many other cases.

**Donkey drivers set prices in a place with expensive prices according to another place with inexpensive prices – הַחַמָּרִין מַעֲלִים בִּמְקוֹם הַיּוֹקֶר כְּבִמְקוֹם הַזּוֹל:** Rashi, along with most of the other early commentaries, understands this as referring to a case where the donkey drivers borrow money for a specific length of time and then bring grain to buyers in a place where grain is expensive, according to the inexpensive rate in effect elsewhere. Some say that this arrangement is permitted if the distance between the two locations is less than a day's journey, but if the distance is greater than that it is prohibited due to concern about interest.

The Rambam interprets the Gemara differently. He understands that it is speaking about donkey drivers who come from a place with inexpensive prices that still have not sold their merchandise and in the meantime are in need of money. Consequently, they borrow money under these conditions. Since they benefit from this arrangement in ways other than the mere fact that the money is paid in advance, it is not considered interest.

**Because the prices are reduced for them – דְּמוֹזְלִי גַּבַּיְיהוּ:** Some understand this to mean that the donkey drivers obtain better prices by buying large quantities. Consequently, although they do not earn any profit on this transaction, it is helpful to them as they can receive a discount on other merchandise by purchasing in volume (Ritva). Others suggest that they exchange merchandise received from one supplier for the merchandise of another, profiting from this exchange (Rav Hai Gaon).

בְּסוּרָא אָזְלִי אַרְבָּעָה, בְּכַפְרִי אָזְלָן שִׁיתָּא. יָהֵיב רַב זוּזֵי לְחַמָּרֵי, וְקַבִּיל עֲלֵיהּ אוֹנְסָא דְּאוֹרְחָא, וְשָׁקֵיל מִינַּיְיהוּ חֲמִשָּׁה. וְנִשְׁקוֹל שִׁיתָּא! אָדָם חָשׁוּב שָׁאנֵי.

The Gemara relates: **In Sura, four** *se'a* of wheat **were going** for a *sela*, and **in** the nearby town of **Kafri**[B] **they were going** for **six** *se'a* for a *sela*. **Rav gave money to donkey drivers** to purchase wheat in Kafri **and accepted upon himself** responsibility for any **accident** that might happen **on the way,** rendering it permitted for him to set a price according to the rate in effect in Kafri, **and he accepted five** *se'a* of wheat for one *sela* **from them.** The Gemara challenges: Since he accepted responsibility for damage that might occur as a result of an accident, the produce was his at the time it was purchased, and therefore there was no loan. Consequently, **he should have accepted six** *se'a* for a *sela*. The Gemara explains: **An important person is different,** as he has to be more stringent with himself and more careful to avoid the appearance of interest.

בָּעָא מִינֵּיהּ רַבִּי אַסִי מֵרַבִּי יוֹחָנָן: מַהוּ לַעֲשׂוֹת בִּגְרוּטָאוֹת כֵּן? אֲמַר לֵיהּ: בִּיקֵּשׁ רַבִּי יִשְׁמָעֵאל בְּרַבִּי יוֹסֵי לַעֲשׂוֹת כֵּן בִּכְלֵי פִּשְׁתָּן, וְלֹא הִנִּיחוֹ רַבִּי. אִיכָּא דְּאָמְרִי: בִּיקֵּשׁ רַבִּי לַעֲשׂוֹת בִּגְרוּטָאוֹת כֵּן, וְלֹא הִנִּיחוֹ רַבִּי יִשְׁמָעֵאל בְּרַבִּי יוֹסֵי.

**Rabbi Asi asked Rabbi Yoḥanan: What is** the *halakha* about **doing so with** metal **scraps** [***bigerutaot***]**?**[L] Is it permitted to make an agreement to purchase metal scraps at the low rate in effect elsewhere, just as it is permitted with wheat and other produce? Rabbi Yoḥanan **said to him: Rabbi Yishmael, son of Rabbi Yosei, wanted to do so with linen garments**[N] **and Rabbi** Yehuda HaNasi **did not allow him** to do so. **There are** those **who say** a different version of this exchange: **Rabbi** Yehuda HaNasi **wanted to do so with** metal **scraps, and Rabbi Yishmael, son of Rabbi Yosei, did not permit him** to do so.

פְּרַדֵּיסָא, רַב אָסַר וּשְׁמוּאֵל שָׁרֵי. רַב אָסַר, כֵּיוָן דִּלְקַמֵּיהּ שָׁוְיָא טְפֵי – מִתְחַזֵּי כִּי אַגַּר נְטַר לֵיהּ. וּשְׁמוּאֵל שָׁרֵי, כֵּיוָן דְּחָיֵי בֵּיהּ תִּיּוּהָא – לָא מָיְחֲזֵי כִּי אַגַּר נְטַר לֵיהּ.

With regard to one who wants to purchase the produce of an entire **orchard,**[H] in advance of the harvest, at a cheaper price, **Rav prohibits** this practice **and Shmuel permits** it. The Gemara explains: **Rav prohibits** it **because in the future** the produce will **be worth more,** so **it appears that** the seller **is paying** interest **to** the buyer **for waiting** before receiving the produce, and that has the appearance of interest. **And Shmuel permits** it, as, since **there can be spoilage** in the produce of the orchard and the buyer took upon himself responsibility for any losses, **it does not appear that** the seller **is paying** interest **to** the buyer **for waiting** before receiving the produce, as the buyer may either gain or lose.

אֲמַר רַב שִׁימִי בַּר חִיָּיא: וּמוֹדֵי רַב בְּתוֹרֵי, דְּנָפֵישׁ פְּסֵידְיְיהוּ.

**Rav Shimi bar Ḥiyya said: Rav concedes** to Shmuel that an arrangement like this would be permitted **in** a case where one arranges to purchase young **oxen** at a later date, **as their loss is** likely to be **great.** Since it is common for one to incur a discernible loss when raising oxen, as some may die, this arrangement is regarded as an investment.

אֲמַר לְהוּ שְׁמוּאֵל לְהָנְהוּ דְּשָׁבְשֵׁי שִׁבְשָׁא: הַפּוֹכוּ בְּאַרְעָא, כִּי הֵיכִי דְּקָנֵי לְכוּ גּוּפָא דְּאַרְעָא. וְאִי לָא – הָוְיָא לְכוּ כְּהַלְוָאָה, וְאָסוּר.

**Shmuel said to those who purchase branches of grapevines**[NH] and pay in advance for the vine shoots that will be harvested later: Since the risk in this transaction is small, it has the appearance of interest and therefore you should **turn over** a bit of **the land** yourselves, i.e., perform some labor in farming the orchard, **so that you acquire** some of **the land itself for yourselves,** and by doing this you become partners with the owner. **And** this action is necessary because **if** you do **not** do this **it will be like a loan for you and** it will be **prohibited** for you to accept the branches.

אֲמַר לְהוּ רָבָא לְהָנְהוּ דִּמְנַטְּרֵי בָּאגֵי: פּוֹקוּ הַפּוֹכוּ בְּבֵי דָּרֵי, כִּי הֵיכִי דְּלָא תִּשְׁתַּלֵּם שְׂכִירוּת דִּידְכוּ עַד הַהִיא שַׁעְתָּא, דִּשְׂכִירוּת אֵינָהּ מִשְׁתַּלֶּמֶת אֶלָּא בְּסוֹף, וְהַהִיא שַׁעְתָּא אוֹזְלִי גַּבַּיְיכוּ.

Similarly, **Rava said to those who guard fields** [***bagei***][LH] until the harvest is complete and receive their wages from the crops when the harvest is over: **Go out** and **turn over** some of the crops **in the threshing floor,** and thereby assist the owners in their work **in order that the wages for your hire are not payable until that time.** If you assist in the actual farming work, the halakhic period of your employment will continue until the processing of the grain is complete, and according to the *halakha* that the obligation to pay a person's **wage** is incurred **only at the end** of the period for which he was hired, **it is then that** the owners **make a reduction for** the guards by giving them the crops at a reduced rate, and it is not payment of interest for delaying the wages that they should have been paid earlier. Consequently, such an arrangement is permitted.

**BACKGROUND**

**Kafri – כַּפְרִי:** Kafri was a city near Sura. Apparently, in earlier generations there was an important Jewish center there in which the first Exilarchs lived. In a later period its importance diminished as the city of Sura grew, and it remained only an agricultural center serving the surrounding area.

**LANGUAGE**

**Scraps [*gerutaot*] – גְּרוּטָאוֹת:** The source of this word is the Greek γρύτη, *grutē*, which means a collection of items of little value, or a container in which these items are placed, such as a dressing case or a vanity bag. In the language of the Sages, it also can mean pieces of vessels and scraps of metal.

**Fields [*bagei*] – בָּאגֵי:** The source of this word is the Persian bagh, whose primary meaning is a garden. In a broader sense, it can mean a field or a valley.

**NOTES**

**Metal scraps…with linen garments – גְּרוּטָאוֹת...בִּכְלֵי פִּשְׁתָּן:** According to the Ra'avad, the reason for the difference between these items and produce is that metal scraps and linen garments were not commonly bought and sold. Consequently, there was no organized market for metal scraps and the reasons given to permit the practice of purchasing items at the lower rate in effect in other places, as for donkey drivers who sell grain, do not apply. It was also not common to trade in linen garments, as householders generally sewed garments themselves and therefore there was not a great demand for them.

**Who purchase branches of grapevines – דְּשָׁבְשֵׁי שִׁבְשָׁא:** Most commentaries interpret this as Rabbeinu Ḥananel does and explain that the Gemara is referring to someone who purchases, in advance of the pruning, the wood that will be pruned from the grapevines. The Ramban adds that at the beginning of the year it is not yet known which branches will have to be cut and which ones will remain for the following year, so the sale does not relate to a specific item.

**HALAKHA**

**Orchard – פְּרַדֵּיסָא:** It is prohibited for one to purchase the fruit of an orchard before it is ready, as he would certainly be paying a much lower price than he would pay for the fruit were it fully ripe, and therefore the seller is actually paying interest for receiving the money at the earlier date, as this is not the ordinary way to purchase the fruit of an orchard (Rema, citing *Maggid Mishne*). It is permitted to purchase a calf at a reduced rate and to leave it with the seller until it matures, with the stipulation that it will be in the possession of the buyer even if it dies or becomes gaunt, as death and sickness are common and it is as close to loss as it is to profit (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 8:5; *Shulḥan Arukh*, *Yoreh De'a* 173:10).

**Those who purchase branches of grapevines – הָנְהוּ דְּשָׁבְשֵׁי שִׁבְשָׁא:** It is prohibited for someone to pay the owner of a vineyard in advance in order to obtain a low price for dry branches that will be pruned from the vine at the end of the year, as it is similar to interest, unless the buyer works the earth while the branches are still attached, so that it is as if he purchased the tree for its branches (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 8:6; *Shulḥan Arukh*, *Yoreh De'a* 173:11).

**Those who guard fields – הָנְהוּ דִּמְנַטְּרֵי בָּאגֵי:** It is prohibited to add to the wages of the guard of a field, who will receive his payment immediately after the harvest, so that he will wait to get paid until after the threshing and winnowing. This prohibition applies unless he also assists somewhat in the threshing (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 8:7; *Shulḥan Arukh*, *Yoreh De'a* 173:12).

אֲמַרוּ לֵיהּ רַבָּנַן לְרָבָא: קָא אָכֵיל מָר רִבִּית; דְּכוּלֵּי עָלְמָא שָׁקְלִי אַרְבָּעָה וּמְסַלְּקִי לְאָרִיסָא בְּנִיסָן, מָר נָטַר לְהוּ עַד אִיָּיר, וְשָׁקֵיל שִׁיתָּא!

**The Rabbis said to Rava: The Master,** meaning Rava, **consumes interest.** They explained: **Everyone** else who leases his field to a sharecropper **receives four** *kor* of grain as payment, **and** the owners accept this payment and **remove the sharecropper** from the field **in** the month of **Nisan.** But **the Master waits until** the month of **Iyar and** then **takes six** *kor* from them. Consequently, they accused Rava of accepting an additional payment for waiting an extra month to take back his field.

אֲמַר לְהוּ: אַתּוּן קָא עָבְדִיתוּן שְׁלֹא כַּדִּין; אַרְעָא לְאָרִיס מִשְׁתַּעְבֵּד, אִי אַתּוּן מְסַלְּקִיתוּ לְהוּ בְּנִיסָן – מַפְסִידְתּוּ לְהוּ בְּכַמָּה, אֲנָא נָטַרְנָא לְהוּ עַד אִיָּיר וּמַרְוַוחְנָא לְהוּ בְּכַמָּה.

Rava **said to them:** On the contrary, **you are** the ones who are **acting unlawfully,** as in truth all of **the land is liened to the sharecropper** until he finishes working it and harvests all that he can from it. **If you remove** sharecroppers from the field **in Nisan you cause them to lose a great** deal, as they do not have enough time to harvest all the produce from the field. **I wait for them until Iyyar, and** in this way **I enable them to profit a great** deal.[H] Consequently, I act in accordance with *halakha* and receive a suitable payment for leasing the field for the proper length of time, whereas you deprive the sharecroppers of what is due to them, even though you receive less direct remuneration.

**HALAKHA**

**I wait for them until Iyyar and I enable them to profit a great deal – אֲנָא נָטַרְנָא לְהוּ עַד אִיָּיר וּמַרְוַוחְנָא לְהוּ בְּכַמָּה:** If sharecroppers are customarily removed from the land in Nisan in exchange for a certain payment to the owner, and a landowner allows his sharecroppers to stay in the field until Iyar in exchange for a larger payment, this is permitted, because they can reap more grain during the additional time, and therefore this is not interest (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 8:8).

Perek **V**
Daf **73** Amud **b**

רַב מָרִי בַּר רָחֵל מִשְׁכֵּן לֵיהּ הַהוּא נָכְרִי בֵּיתָא. הַדַּר זַבְנָהּ לְרָבָא. נְטַר תְּרֵיסָר יַרְחֵי שַׁתָּא, שְׁקַל אֲגַר בֵּיתָא אַמְטֵי לֵיהּ לְרָבָא. אֲמַר לֵיהּ: הַאי דְּלָא אַמְטַאי לְמָר אֲגַר בֵּיתָא עַד הָאִידָּנָא דְּסְתָם מַשְׁכַּנְתָּא שַׁתָּא, אִי בָּעֵי נָכְרִי לְסַלּוֹקֵי לָא הֲוָה מָצֵי מְסַלֵּק לִי. הָשְׁתָּא לִשְׁקוֹל מָר אֲגַר בֵּיתָא.

The Gemara relates: **A certain gentile mortgaged a house to Rav Mari bar Raḥel**[NHP] for a loan that Rav Mari had provided him. **Afterward,** the gentile **sold** the house **to Rava.** Rav Mari **waited** for **twelve months** of **the year** to pass, **took** the amount of money necessary to pay **rent** for **the house** and **brought it to Rava,** who was now the owner of the house. Rav Mari **said to** Rava: **This** fact **that I did not bring the rental** fee for **the house to the Master until now** is **because** an **unspecified mortgage** is in effect for a period of **one year. If** that **gentile wanted to remove** me from the house by paying back the loan, **he could not remove me** from it until now. Consequently, the house actually belonged to me for that year, and I was not required to pay rent. Now, since the gentile can remove me from the house by repaying the loan, the house belongs to you. Therefore, **let the Master now take the rental** fee for **the house** for the coming year.

אֲמַר לֵיהּ: אִי הֲוָה יָדַעְנָא דַּהֲוָה מְמוּשְׁכָּן לֵיהּ לְמָר לָא הֲוָה זָבֵינְנָא לֵיהּ. הָשְׁתָּא כְּדִינֵיהֶם עָבְדִינַן לָךְ, כָּל אֵימַת דְּלָא מְסַלְּקִי בְּזוּזֵי לָא שָׁקֵיל אֲגַר בֵּיתָא; אֲנָא נַמִי לָא שָׁקֵילְנָא מִינָּךְ אֲגַר בֵּיתָא עַד דְּמְסַלְּקְנָא לָךְ בְּזוּזֵי.

Rava **said to him: Had I known that** this house **was mortgaged to the Master, I would not have purchased it**[N] at all, as I would have given you the chance to purchase it first. **Now,** therefore, **I will act toward you according to the law** of the gentiles, as I assumed the rights previously held by the gentile. According to gentile law, **as long as** the borrower **does not remove** the lender **by** paying back the **money,** he also **does not take a rental** fee for **the house,** as there is no prohibition against a gentile paying or receiving interest. Therefore, **I too will not take a rental** fee for **the house from you until I remove you by** forcing the gentile to pay the **money** that is owed to you.

**NOTES**

**A certain gentile mortgaged a house to Rav Mari bar Raḥel – רַב מָרִי בַּר רָחֵל מִשְׁכֵּן לֵיהּ הַהוּא נָכְרִי בֵּיתָא:** There is much discussion among the commentaries and ruling authorities with regard to the halakhic issue underlying this incident. Some understand that Rava returned the money to Rav Mari without concern for the prohibition of interest because there was no legal relationship between him and Rav Mari, but only between each of them and the gentile. Consequently, there was no loan between Rava and Rav Mari and no payment of interest (see Rashi). The Ra'avad explains that the essential point is that since Rav Mari's right to use the house resulted from his transaction with the gentile, the case must be judged as if he were still litigating with the gentile, and according to gentile law there is no interest payment here, but rather a temporary sale for an unspecified duration.

**Had I known…I would not have purchased it – אִי הֲוָה יָדַעְנָא...לָא הֲוָה זָבֵינְנָא:** According to *Tosafot*, this case is similar to the *halakha* of one whose field borders the field of his neighbor. Just as in that case, if the owner of the field wants to sell it, he must offer it first to the neighbor for him to purchase it, so too in this case, Rav Mari, as the current resident, was entitled to the first offer to buy the house. The Ritva understands that Rava's willingness to forgo the purchase was an act of piety beyond the letter of the law (see *Kiddushin* 59a). In any case, it is pointed out in a number of commentaries (*Tosafot*; Ritva; see also *Beit Aharon*) that it appears from the context that Rav Mari did not want to purchase the house.

**PERSONALITIES**

**Rav Mari bar Raḥel – רַב מָרִי בַּר רָחֵל:** Rav Mari bar Raḥel was a fourth-generation Babylonian *amora*. Apparently, Rav Mari was the son of a gentile named Issur who married or kidnapped the daughter of the great *amora* Shmuel. Issur eventually converted and was considered a righteous convert and a distinguished person in Israel. Since Issur converted when Rav Mari's mother was pregnant with him, Rav Mari had the status of one who was not conceived in sanctity but was born in sanctity. Therefore, he was not considered related to his biological father, and was consequently called by the name of his mother, Raḥel.

Rav Mari was a pious scholar who disseminated Torah in the name of various Sages. In particular, he was closely connected with Rava through both business and friendship. Rava also prepared him for public leadership in Babylonia.

Rav Mari had two sons who were also Torah scholars, Mar Zutra and Rav Ada Saba. Historians, as well as the Talmud itself, are in doubt with regard to whether there was only one person with this name, or two different Sages with the same name (see *Tosafot*).

**HALAKHA**

**A certain gentile mortgaged a house to Rav Mari bar Raḥel – רַב מָרִי בַּר רָחֵל מִשְׁכֵּן לֵיהּ הַהוּא נָכְרִי בֵּיתָא:** If a gentile mortgages his courtyard to a Jew and then sells it to another Jew, the one who holds the mortgage does not have to pay rent to the buyer. Rather, he may live in the courtyard until the gentile repays the entire loan, since this is his right according to gentile law (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 7:6; *Shulḥan Arukh*, *Yoreh De'a* 172:5).

אֲמַר לֵיהּ רָבָא מִבַּרְנִישׁ לְרַב אַשִׁי: חֲזֵי מָר רַבָּנַן דְּקָא אָכְלִי רִבִּיתָא, דְּיָהֲבִי זוּזֵי אַתְמְרָא בְּתִשְׁרֵי וּמַבְחֲרִי לָהּ בְּטֵבֵת.

The Gemara relates: **Rava of Barnish**[B] **said to Rav Ashi: The Master sees the Sages who consume interest, as they give** people **money for wine in** the month of **Tishrei, and they select** the wine later, **in** the month of **Tevet.**[H] Had they taken the wine immediately upon payment, there is a chance that it would have spoiled. Now, in return for paying for the wine in advance, they receive the benefit of guaranteeing that the wine they receive will not be spoiled. Rava of Barnish understood that this benefit, received in exchange for advance payment, is a form of interest.

אֲמַר לֵיהּ: אִינְהוּ נַמִּי, אַתְמְרָא קָא יָהֲבִי, אַחֲלָא לָא קָא יָהֲבִי. מֵעִיקָּרָא דְּחַמְרָא – חַמְרָא, דְּחַלָּא חַלָּא, הַהִיא שַׁעְתָּא הוּא דְּקָמַבְחֲרִי.

Rav Ashi **said to him: They too gave** the money at the outset **for wine,** but **they did not give** it **for vinegar. That which was wine at the outset is** still **wine,** and **that** which became **vinegar was vinegar** when they paid for it but they did not know it. **It was at that time** of selection **that they** merely **selected** the wine that they had paid for previously. Since they agreed to buy wine, not vinegar, the benefit of actually receiving wine does not constitute interest.

רָבִינָא הֲוָה יָהֵיב זוּזֵי לִבְנֵי אַקְרָא דְּשַׁנְוָותָא וְשָׁפְכִי לֵיהּ טְפֵי כּוּפִיתָא. אֲתָא לְקַמֵּיהּ דְּרַב אַשִׁי. אֲמַר לֵיהּ: מִי שָׁרִי? אֲמַר לֵיהּ: אִין, אַחוּלֵי הוּא דְּקָא מָחֲלִי גַּבָּךְ.

The Gemara relates: **Ravina would give money** in advance **to the people of the fortress** [*akra*]$^{L}$ **at** the river **Shanvata** in order to buy wine to be supplied after the grape harvest, **and** when they supplied the wine **they would pour an extra jug** [*kufita*]$^{L}$ of wine **for him**[H] as a gift, although there was no stipulation between them requiring this. Ravina **came before Rav Ashi** to ask whether this involved interest. Ravina **said to him: Is it permitted** to do this? Rav Ashi **said to him: Yes,** it is permitted, as **they forgo** payment for the extra wine **to your** benefit in order to maintain good relations with you. Since the additional wine is not provided as consideration for the advance payment, there is no problem of interest.

אֲמַר לֵיהּ: הָא אַרְעָא לָאו דִּידְהוּ הִיא! אֲמַר לֵיהּ: אַרְעָא לְטַסְקָא מְשַׁעְבְּדָא, וּמַלְכָּא אָמַר: מַאן דְּיָהֵיב טַסְקָא – לֵיכּוֹל אַרְעָא.

Ravina **said to him: But the land is not theirs.** The people of the fortress at Shanvata worked land belonging to others who abandoned their fields because they could not pay the real estate taxes. The people of the fortress paid the taxes and were therefore able to use the fields. Ravina was concerned that perhaps they did not own the grapes and were therefore unable to forgo payment for the additional amount as it did not belong to them. Rav Ashi **said to him: The land is liened** to the king **as** payment for the **taxes** [*letaska*],$^{L}$ **and the king says: Whoever pays the tax may consume** the produce of **the land.**[H] Consequently, the ones who pay the taxes have ownership of the wine by dint of the law of the kingdom.

אֲמַר לֵיהּ רַב פַּפָּא לְרָבָא: חֲזֵי מָר הָנֵי רַבָּנַן דְּיָהֲבִי זוּזֵי אַכַּרְגָּא דְּאֵינָשֵׁי וּמְשַׁעְבְּדֵי בְּהוּ טְפֵי! אֲמַר לֵיהּ: הָשְׁתָּא אִיכּוּ שְׁכִיבָא לָא אֲמָרִי לְכוּ הָא מִילְתָא. הָכִי אֲמַר רַב שֵׁשֶׁת: מוֹהַרְקַיְיהוּ דְּהָנֵי בְּטַפְסָא דְּמַלְכָּא מָנַח, וּמַלְכָּא אֲמַר: מַאן דְּלָא יָהֵיב כַּרְגָּא לִשְׁתַּעְבֵּיד לְמַאן דְּיָהֵיב כַּרְגָּא.

The Gemara relates that **Rav Pappa said to Rava:** Let **the Master see these Sages who pay money for the tax** [*akarga*]$^{L}$ **on** behalf of other **people and** afterward **make them work more** than is reasonable[N] for the amount of money they paid. Rava **said to him: Now, if I were dead I could not say** the explanation of **this matter to you,** so it is good that you asked me while I am still alive, as I know that **this is what Rav Sheshet said: The document** [*moharkayyhu*]$^{L}$ of servitude **of these** people **lies in the treasury of the king,**[H] i.e., all of his subjects are considered his servants, **and the king said: The one who does not pay the head tax shall serve the one who does pay the head tax,** and consequently, by dint of the law of the kingdom they can have them work as much as they want.

**BACKGROUND**

**Barnish – בַּרְנִישׁ:** Barnish was a city located near Sura and Meḥasya. Some suggest a connection between the name of the city and the Burnitz, or Barnitz, River, which supplied drinking water to Meḥasya. Others interpret the name Barnish as denoting a leader or elder, similar to the Hebrew word *parnas*, which carries this meaning.

**HALAKHA**

**They give people money for wine in Tishrei and they select the wine in Tevet – יָהֲבִי זוּזֵי אַתְמְרָא בְּתִשְׁרֵי וּמַבְחֲרִי לָהּ בְּטֵבֵת:** It is permitted to pay in advance for wine such that the money will be supplied at the time the wine is ready to be consumed, with the condition that the buyer receive unspoiled wine. According to the *Tur*, this ruling applies if the seller accepts responsibility only for spoilage, but if he accepts responsibility for all potential losses, paying in advance in this manner is prohibited. The *Derisha* deems it permitted even in such a case (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 8:10; *Shulḥan Arukh*, *Yoreh De'a* 173:13).

**They would pour an extra jug for him – שָׁפְכִי לֵיהּ טְפֵי כּוּפִיתָא:** It is prohibited for a borrower to give a lender at the time of repayment more than the borrower was given initially, even if the borrower did this of his own volition, and even if he did not say explicitly that the extra payment is connected to the loan. The Rema rules that if the money was not given as a loan but as payment for a sale, it is permitted, provided he does not state explicitly that he is giving an additional payment (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 8:9; *Shulḥan Arukh*, *Yoreh De'a* 160:4).

**Whoever pays the tax may consume the produce of the land – מַאן דְּיָהֵיב טַסְקָא לֵיכּוֹל אַרְעָא:** In a place where it is the law of the kingdom that if the owner of a field does not pay the property tax the field goes into the possession of the one who does pay the tax, if the owner of the field runs away and another pays the tax and then enjoys the field's produce, this is permitted. This is not theft but rather the law of the kingdom (Rambam *Sefer Nezikin*, *Hilkhot Gezeila* 5:15; *Shulḥan Arukh*, *Ḥoshen Mishpat* 369:10).

**The document of these people lies in the treasury of the king – מוֹהַרְקַיְיהוּ דְּהָנֵי בְּטַפְסָא דְּמַלְכָּא:** If the king decrees that one who pays a tax on behalf of another person is entitled to force him to work, then if someone comes and pays the tax on behalf of another Jew, he may force him to work, even in excess of the value of the tax. Nevertheless, he may not force him to perform degrading labor (Rambam *Sefer Nezikin*, *Hilkhot Gezeila* 5:16 and *Sefer Kinyan*, *Hilkhot Avadim* 1:8; *Shulḥan Arukh*, *Yoreh De'a* 267:16 and *Ḥoshen Mishpat* 369:11).

**LANGUAGE**

**Fortress [*akra*] – אַקְרָא:** From the Greek ἄκρα, *akra*, meaning fortress. The Gemara here is apparently referring to a village situated near a local fortress or located on the Shanvata River.

**Jug [*kufita*] – כּוּפִיתָא:** It is clear from the context that this term refers to a small vessel used for containing liquids. It could be from the root *kaf*, *peh*, *peh*, which is similar to the word *kaf*, meaning spoon. Others suggest that it is from the Greek κύπελλον, *kupellon*, meaning a small vessel or a goblet.

**Taxes [*taska*] – טַסְקָא:** From the Latin taxa, meaning land tax, or a tax on services.

**Tax [*karga*] – כַּרְגָּא:** From the Middle Persian harg, meaning duty or tribute. In the Talmud this normally refers to a poll tax levied on all the inhabitants of a country.

**Document [*moharak*] – מוֹהַרַק:** From the Middle Persian muhrak, meaning a document, or specifically a document of purchase.

**NOTES**

**Who pay money for the tax on behalf of other people and make them work more than is reasonable – יָהֲבִי זוּזֵי אַכַּרְגָּא... וּמְשַׁעְבְּדֵי בְּהוּ טְפֵי:** In many of the commentaries it is explained that Rav Pappa's question was with regard to whether it is permitted to make these people work, and Rava responded that it is permitted based on the principle that the law of the kingdom is the law, as the king had decreed that those who pay taxes would be the masters of those who did not pay. Others interpret Rav Pappa's question differently and suggest that he was concerned with the prohibition of interest, as the employers had paid the tax on behalf of the workers and then made the others work more than the value of the tax, which could be deemed as a payment of interest on a loan. According to this explanation, Rava answered that this should not be seen as a loan but rather a complete acquisition of a servant for a limited time.

רַב סְעוֹרָם אֲחוּהּ דְּרָבָא הֲוָה תַּקִּיף אֱנָשֵׁי דְּלָא מָעֲלוּ, וּמְעַיֵּיל לְהוּ בְּגוֹהַרְקָא דְּרָבָא. אֲמַר לֵיהּ רָבָא: שַׁפִּיר קָא עָבַדְתְּ, דְּתָנְיָא: רָאִיתָ שֶׁאֵינוֹ נוֹהֵג כַּשּׁוּרָה, מִנַּיִן שֶׁאַתָּה רַשַּׁאי לְהַשְׁתַּעְבֵּד בּוֹ? תַּלְמוּד לוֹמַר: ״לְעוֹלָם בָּהֶם תַּעֲבֹדוּ וּבְאַחֵיכֶם״. יָכוֹל אַפִּילּוּ נוֹהֵג כַּשּׁוּרָה – תַּלְמוּד לוֹמַר: ״וּבְאַחֵיכֶם בְּנֵי יִשְׂרָאֵל אִישׁ בְּאָחִיו״ וגו׳.

The Gemara relates: **Rav Se'oram, the brother of Rava, would forcefully** seize **people who were not** acting **properly and** have them **carry Rava's sedan chair.**[N] **Rava said to him: You acted correctly, as we learn: If you see** a Jew **who does not behave properly, from where** is it derived **that you are permitted to have him work** as a slave?[H] **The verse states: "Of them you may take your slaves forever; and over your brothers"** (Leviticus 25:46). It is derived from the conjunctive "and" linking the two clauses of the verse that there are circumstances where it is permitted to treat a fellow Jew as if he were a slave. One **might** have thought that this is the *halakha* **even if** a Jew **acts properly.** To counter this, **the verse states** in the continuation: **"And over your brothers the children of Israel** you shall not rule, **one over another,** with rigor."[H]

אָמַר רַב חָמָא: הַאי מַאן דְּיָהֵיב זוּזֵי לְחַבְרֵיהּ לְמֵיזְבַּן לֵיהּ חַמְרָא, וּפְשַׁע וְלָא זְבֵין לֵיהּ – מְשַׁלֵּם לֵיהּ כִּדְקָא אָזֵיל אַפְּרָוָותָא דְּזוֹלְשְׁפָּט.

**Rav Ḥama said:** With regard to **one who gave money to another to purchase wine for him,**[H] **and** the other, i.e., the agent, **was negligent and did not purchase** it **for him,** the agent **must pay** the one who gave him the money **according to the going** rate of wine **in the port** city **of Zolshefat,**[B] where the main wine market was located, and he must purchase the wine according to the price in that market even if it is more expensive than the amount he was given initially.

אֲמַר אֲמֵימָר: אֲמָרִיתָא לִשְׁמַעֲתָא קַמֵּיהּ דְּרַב זְבִיד מִנְּהַרְדְּעָא. אֲמַר: כִּי קָאָמַר רַב חָמָא – הָנֵי מִילֵּי בְּיַיִן סְתָם, אֲבָל בְּיַיִן זֶה – לָא, מִי יֵימַר דְּמַזְבְּנֵי לֵיהּ נִיהֲלֵיהּ?

**Ameimar said: I said this *halakha* before Rav Zevid of Neharde'a,** and when he heard it **he said: When Rav Ḥama said** this, he said **that statement in** a case where the buyer asked the agent to purchase **wine without specification** concerning exactly which wine he wanted. **But if** he said to the agent: Buy **this** specific **wine** for me, the agent who neglected to buy the wine is **not** obligated to buy it at a higher price later, as when he was sent to buy it initially, **who says that** the owner **would have sold it to him?** The one who gave the money to the agent was aware of the fact that the agent may not be able to successfully purchase that specific wine. Consequently, the obligation of the agent is simply to return the money, and nothing may be added to that sum, due to the prohibition of interest.

רַב אַשִׁי אָמַר: אֲפִילּוּ סְתָם נַמִּי לָא. מַאי טַעְמָא? אַסְמַכְתָּא הִיא, וְאַסְמַכְתָּא לָא קָנְיָא.

**Rav Ashi said: Even** if he asked the agent to buy wine **without specification,** the agent is **also not** obligated to buy wine later for more than the amount he was given. **What is the reason** for this? The implicit obligation that the agent accepted upon himself, to pay the one who hired him with wine of a higher value than the amount of money he received, **is a transaction with inconclusive consent** [*asmakhta*],[B] as any situation where one will have to pay more money than he received is similar to the payment of a fine, **and** the acceptance of **an *asmakhta* does not effect acquisition,** as his acceptance is assumed to be insincere.

וְלָרַב אַשִׁי, מַאי שְׁנָא מֵהָא דְּתָנַן: אִם אוֹבִיר וְלָא אַעֲבִיד – אֲשַׁלֵּם בְּמֵיטָבָא! הָתָם בִּידוֹ

The Gemara asks: **And** according **to Rav Ashi,** in **what** way **is** this case **different from that which we learned** in a mishna (104a) concerning a rental agreement for land, in which a sharecropper agreed to cultivate a field in return for a share of the produce and wrote: **If I let** the field **lie fallow and do not cultivate** it, **I will pay with the best**-quality produce? In that case, the sharecropper agreed to pay the amount he caused the owner to lose due to his lack of activity, and it was not ruled an *asmakhta*. The Gemara answers: **There,** the matter is **in his power,** as he can decide whether to work the field or not to work it.

**NOTES**

**Have them carry Rava's sedan chair – מְעַיֵּיל לְהוּ בְּגוֹהַרְקָא:** Some explain that Rav Se'oram paid them wages for this work, and the question was simply whether it is permitted to have a Jew perform such a degrading task. Rava responded that it is permitted to have one who does not behave properly perform such a task, as this serves as a sort of punishment for the improper deeds that he has committed (*Torat Ḥayyim*).

**HALAKHA**

**Having someone work who does not behave properly – שֶׁתָּעְבוּד בְּמִי שֶׁאֵינוֹ נוֹהֵג כַּשּׁוּרָה:** It is permitted to forcibly subjugate people who do not behave properly and compel them to work (Rambam *Sefer Kinyan*, *Hilkhot Avadim* 1:8; *Shulḥan Arukh*, *Yoreh De'a* 267:15).

**You shall not rule one over another with rigor – לֹא תִרְדֶּה בוֹ בְּפָרֶךְ:** It is prohibited to force a Jewish slave to perform labor that is typically performed by Canaanite slaves. A worker who hired himself out of his own volition may be given any kind of labor, since he accepted it upon himself (Rambam *Sefer Kinyan*, *Hilkhot Avadim* 1:7).

**One who gave money to another to purchase wine for him – הַאי מַאן דְּיָהֵיב זוּזֵי לְחַבְרֵיהּ לְמֵיזְבַּן לֵיהּ חַמְרָא:** In the case of one who gives money to a manager in order to purchase merchandise in exchange for half of the profit, where the manager did not use the money and did not make the purchase, the investor has no monetary claim against the manager, but only a grievance. If there are witnesses that the manager purchased merchandise with the money and subsequently sold it, then he must pay the investor. All this applies if he acted as the manager for free or accepted upon himself to work for a specific time. If someone paid his agent a wage or hired him as a contractor and he did not do what he was hired to do, the agent must pay the one who hired him the profit that he would have earned (Rambam *Sefer Mishpatim*, *Hilkhot Sheluḥin VeShutafin* 7:6; *Shulḥan Arukh*, *Yoreh De'a* 177:40 and *Ḥoshen Mishpat* 183:1, and see *Netivot HaMishpat* there).

**BACKGROUND**

**Zolshefat – זוֹלְשְׁפָּט:** There are several versions of this name, including Lolshefat and Volshefat. It was apparently an important commercial city on the Tigris River.

**Transaction with inconclusive consent [*asmakhta*] – אַסְמַכְתָּא:** An *asmakhta* refers to an obligation that one undertakes but does not expect to be called upon to fulfill, such as when a seller agrees to pay exaggerated penalties if he fails to deliver merchandise by a specified time. The Sages disagreed as to whether such a commitment is binding. One who forces another who made that type of commitment to honor his commitment and pay those penalties is, by rabbinic decree, considered a robber, according to the opinion that says the commitment is not binding.

הָכָא לָאו בְּיָדוֹ.

By contrast, **here,** the matter is **not in his power** to determine whether or not to buy the wine, as perhaps the owner will not sell it to him.

אֲמַר רָבָא: הָנֵי בֵּי תְּלָתָא דְּיָהֲבִי זוּזֵי לְחַד לְמִזְבַּן לְהוּ מִידִי, וּזְבַן לְחַד מִינַּיְיהוּ – זְבַן לְכוּלְּהוּ. וְלָא אֲמָרַן אֶלָּא דְּלָא צַר וְחָתֵים אִינִישׁ אִינִישׁ לְחוּדֵיהּ, אֲבָל צַר וְחָתֵים אִינִישׁ אִינִישׁ לְחוּדֵיהּ – לְמַאן דְּזַבַן זְבַן, וּלְמַאן דְּלָא זְבַן – לָא זְבַן.

§ **Rava said:** In the case of **these three** people **who gave money to one**[H] individual in order for him **to purchase an item for them and** he **purchased** the item **for** only **one of them,** he **has** actually **purchased** it **for all of them.**[N] All three share ownership of that which was purchased, and the one for whom the item was purchased does not have any additional claim on the merchandise. **And we said** this ruling **only** when the agent **did not wrap up and seal each person's** money **separately** but rather put all of the money in one bundle. **But** if **he wrapped up and sealed each person's** money **separately** and spent the money of only one of them, **he purchased** the item only **for the one for whom he purchased** it, **and he did not purchase** the item **for those for whom he did not purchase** it.

אֲמַר רַב פַּפִּי מִשְּׁמֵיהּ דְּרָבָא: הַאי סִיטּוּמְתָּא קָנְיָא. לְמַאי הִלְכְתָא? רַב חֲבִיבָא אֲמַר: לְמִקְנְיָא מַמָּשׁ;

**Rav Pappi said in the name of Rava:** In **this** case of labeling an item with **a marker** [***situmta***],[NL] which was commonly used to indicate that specific merchandise had been sold, even though the buyer had not yet paid and the item was still located in the seller's warehouse, the labeling **effects acquisition**[H] of the merchandise for the buyer. The Gemara asks: **With regard to what *halakha*** was this said? What is the significance of this acquisition? **Rav Ḥaviva said:** It means **to actually effect acquisition,** in other words, that the merchandise belongs to the buyer for all intents and purposes.

רַבָּנַן אָמְרִי: לְקַבּוּלֵי עֲלֵיהּ ״מִי שֶׁפָּרַע״.

But **the Rabbis said:** It effects acquisition only concerning a case where one of the parties withdraws from the transaction and is required **to accept upon himself** the curse of: **He Who exacted payment** from the people of the generation of the flood, and from the people of the generation of the dispersion, i.e., that of the Tower of Babel, will in the future exact payment from whoever does not stand by his statement (see 44a). The court does not force the parties to complete the transaction but applies the curse to the one who withdraws for his lack of integrity.

וְהִלְכְתָא: לְקַבּוּלֵי עֲלֵיהּ ״מִי שֶׁפָּרַע״. וּבַאֲתָרָא דְּנָהֲגִי לְמִקְנֵי מַמָּשׁ – קָנוּ.

The Gemara concludes: **And the *halakha*** is that a marker effects the acquisition of the item only in that one who withdraws from the transaction is required **to accept upon himself** the curse: **He Who exacted payment.** But **in a place where the custom is that it actually effects** the **acquisition** of the item, **it** actually **effects acquisition** of it, as the *halakha* recognizes the legitimacy of the local custom.

״הָיָה הוּא תְּחִלָּה לַקּוֹצְרִים״. אָמַר רַב: מְחוּסַּר שְׁתַּיִם – פּוֹסֵק, שָׁלֹשׁ – אֵינוֹ פּוֹסֵק. וּשְׁמוּאֵל אָמַר: בִּידֵי אָדָם – אֲפִילּוּ מֵאָה פּוֹסֵק; בִּידֵי שָׁמַיִם – אֲפִילּוּ אַחַת אֵינוֹ פּוֹסֵק.

§ The mishna teaches that if the seller **was first among the reapers,** he may set a price with the buyer only when the produce he has is ready for delivery. **Rav says:** If only **two** actions needed to complete the labor to prepare the produce were **lacking, he may set** a price, as the produce is viewed as if it had already been prepared. But if **three** actions were lacking,[H] **he may not set** a price, as the item is still not considered prepared, and the setting of a price in advance creates a concern of interest. **And Shmuel says:** If the actions needed to complete the labor are to be performed **by human hands,** then **even** if **one hundred** actions were lacking, **he may set** a price, but if the necessary actions must be accomplished **by the hand of Heaven,** then **even** if **one** action is lacking, **he may not set** a price.

תְּנַן: פּוֹסֵק עִמּוֹ עַל הַגָּדִישׁ. וְהָא מְחוּסַּר מִשְּׁדָא בְּחַמָּה לְמֵיבָּשׁ, וּלְמֵידָשׁ, וּמִידְרָא! כְּגוֹן דְּשַׁדָּא בְּחַמָּה וְיָבֵשׁ.

The Gemara challenges Rav's opinion. **We learned** in the mishna **that he may set** a price **on a stack** of grain. **But** there are still several actions that are **lacking: Placing it in the sun to dry, and threshing, and winnowing.** There are three actions that are lacking, and yet the mishna rules that he may set a price. The Gemara responds: The mishna is discussing a case **where he** already **placed it in the sun and it dried.** Consequently, there are only two actions that are lacking.

**HALAKHA**

**Three who gave money to one – הָנֵי בֵּי תְּלָתָא דְּיָהֲבִי זוּזֵי לְחַד:** If three people gave money to one individual to buy merchandise for them, and the money was intermingled, and he then purchased merchandise using only part of the money, even if the intent of the agent was to purchase the merchandise on behalf of only one of the three, the purchased merchandise belongs to all of them and they divide it proportionally according to the monetary contribution of each person. The Rema explains that if at the time of purchase the agent explicitly states that he is making the purchase on behalf of one of them, then the one for whom he made the purchase acquires all the merchandise.

If each person's money was wrapped and sealed separately, if the agent makes the purchase using the money of only one individual, the purchased merchandise belongs to that person, even if the agent intended to purchase the item for all of them, in accordance with the opinion of Rava (Rambam *Sefer Kinyan*, *Hilkhot Mekhira* 7:13–14; *Shulḥan Arukh*, *Ḥoshen Mishpat* 184:1, and in the comment of Rema).

**Marker effects acquisition – סִיטּוּמְתָּא קָנְיָא:** If two people agreed upon a price for merchandise, and the buyer labeled the goods with a marker so that it would be clear that they belong to him, even if he still has not paid for his purchase, if one of them reneges on the sale, he receives upon himself the curse: He Who exacted payment. If it is the local custom that placing such a marker effects a full acquisition, the transaction is deemed complete and neither of them can renege. This is also the *halakha* for any symbolic action that traders are accustomed to using to finalize purchases, such as the transference of a small coin to the seller, or shaking hands, or, where it is customary, giving the buyer the key to the property (Rambam *Sefer Kinyan*, *Hilkhot Mekhira* 7:6; *Shulḥan Arukh*, *Ḥoshen Mishpat* 201:1, and in the comment of Rema).

**If two actions were lacking…if three actions were lacking – מְחוּסַּר שְׁתַּיִם...שָׁלֹשׁ:** If the seller has in his possession the same type of item as the one he is selling, even if the latter is not ready for sale, it is permitted for him to set a price for the future delivery of a quantity of that item up to the amount he has in his possession, even though the market price has not been set. This is the *halakha* only if one or two actions are lacking in order to complete the item, but if three actions are lacking such a practice is prohibited, in accordance with the opinion of Rav (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 9:2; *Shulḥan Arukh*, *Yoreh De'a* 175:4).

**NOTES**

**He purchased the item for one of them, he has purchased it for all of them – וְזָבַן לְחַד...וְזָבַן לְכוּלְּהוּ:** Even if he explicitly stated that his intention was to purchase the item on behalf of only one of them, his statement does not affect the ownership of the item (Ramban).

**This marker [*situmta*] – הַאי סִיטּוּמְתָּא:** The commentaries differ on the precise definition of the term *situmta*. Some suggest that it was a type of seal that merchants impressed on vats containing merchandise after they and the buyer agreed on the terms of a sale (Rashi; Rabbi Zekharya Agamati, citing Rabbi Barukh HaSefaradi). Others explain that the custom was to close the sack or the opening of the vessel containing merchandise that had been reserved by a particular buyer (Ra'avad). Others suggest that it was a coin without an image impressed on it that the buyer gave to the seller as a sign of completion of the transaction (Rabbeinu Ḥananel).

**LANGUAGE**

**Marker [*situmta*] – סִיטּוּמְתָּא:** Some hold that the source of this word is the Greek σύνθημα, *sunthēma*, which means a mutual agreement as well as a symbol or item that is used to mark the completion of a transaction (Rabbi Binyamin Musafya).

וְלִשְׁמוּאֵל, דְּאָמַר בִּידֵי שָׁמַיִם אֲפִילּוּ אַחַת אֵינוֹ פּוֹסֵק, וְהָא מְחוּסַּר מִידָּרָא, דְּבִידֵי שָׁמַיִם הִיא! אֶפְשָׁר בְּנִפָּוֳתָא.

The Gemara asks: **And according to Shmuel, who says:** If the actions remaining are to be accomplished **by the hand of Heaven even** if only **one** action is lacking **he may not set** a price, how does he explain the mishna? In the case of the mishna the produce **is lacking winnowing, which is** done **by the hand of Heaven,** since winnowing can be done only when there is wind. The Gemara answers: **It is possible** to winnow **with sieves** when the wind is not blowing. Although this is done only in exigent circumstances, since it is possible to perform the action entirely by human hands, it is permitted to set a price.

״וְעַל הָעֲבִיט שֶׁל עֲנָבִים״. וְהָא מְחוּסַּר מִכְמָר וְעַיּוּלֵי לְבֵי מַעֲצַרְתָּא לְמֵידָשׁ וּלְמִנְגָּד! כִּדְתָנֵי רַבִּי חִיָּיא: עַל הַכּוֹמֶר שֶׁל זֵיתִים, הָכָא נַמִּי – עַל הַכּוֹמֶר שֶׁל עֲנָבִים.

The mishna teaches that one may set a price **for** a large **basket of grapes.** Based on this, the Gemara challenges the opinion of Rav: **But** there are still several actions that are **lacking: Warming** in a stack, **bringing** the grapes **to the winepress, treading** upon them, **and drawing** the wine out into the pit where it is stored. The Gemara answers: This can be explained **as Rabbi Ḥiyya teaches,** concerning a difficulty raised from the next clause of the mishna, that the mishna is not discussing setting a price on olives immediately after they were picked but rather **for a stack** [***hakomer***][L] **of** warmed **olives,** and **here also,** it is speaking about a price **for a stack of** warmed **grapes.**

וְהָא מְחוּסְּרֵי תְּלָת! בְּאַתְרָא דְּהַהוּא דְּזָבֵין הוּא דְּנָגֵיד.

The Gemara challenges: **But** there are **three** actions that are **lacking.** The Gemara explains: The mishna is discussing **a place where** the local custom is that **the one who purchases** the grapes is **the one who draws** the wine out of the winepress. Consequently, there are only two actions remaining to complete the labor before the merchandise will be ready for purchase.

״וְעַל הַמַּעֲטָן שֶׁל זֵיתִים״. וְהָא מְחוּסַּר מִכְמָר וְעַיּוּלֵי לְבֵי דַּפֵּי לְמֵידָשׁ וּלְמִנְגָּד! תָּנֵי רַבִּי חִיָּיא: עַל כּוֹמֶר שֶׁל זֵיתִים. הָא אִיכָּא תְּלָת! בְּאַתְרָא דְּהַהוּא דְּזָבֵין הַהוּא מַנְגִּיד.

The mishna teaches that one may set a price **for a vat of olives.** Based on this, the Gemara challenges the opinion of Rav: **But** there are still several actions that are **lacking: Warming** the olives in a stack, **bringing** the olives **to the olive press, pressing** them, **and drawing** the oil out into the pit where it is stored. The Gemara answers: **Rabbi Ḥiyya teaches** a *baraita* with a different version of the statement, which reads: **For a stack of olives** that has already been warmed. The Gemara challenges: **But there are three** actions that are lacking: Bringing the olives to the olive press, pressing them, and drawing the oil. The Gemara explains: The mishna is discussing **a place where** the local custom is that **the one who purchases** the olives is **the one who draws** the oil.

״וְעַל הַבִּיצִים שֶׁל יוֹצֵר״. אַמַּאי? וְהָא מְחוּסַּר לְפוּפֵי וְיבוּשֵׁי, עַיּוּלֵי לְאַתּוּנָא לְמִשְׁרָף וּלְמֵיפַק! כְּגוֹן דְּמִלַּפָּפָה וְיבִישׁוּ. וְהָא אִיכָּא תְּלָת! בְּאַתְרָא דְּהַהוּא דְּזָבֵין הוּא דְּמַפֵּיק.

The mishna teaches that one may set a price **for the clumps** of clay prepared for use **by a potter.** Based on this, the Gemara challenges the opinion of Rav: **Why** is this permitted? **But** there are still several actions that are **lacking: Rolling** them out to the proper size, **drying** them, **putting** them **into the kiln,**[B] **burning** them, **and removing** them from the kiln. The Gemara answers: The mishna is discussing a case **where they were** already **rolled and dried.** The Gemara challenges: **But there are three** actions that are lacking. The Gemara explains: The mishna is discussing **a place where** the local custom is that **the one who purchases** the clumps of clay is **the one who removes** them from the kiln.

״וְעַל הַסִּיד מְשֻׁישְׁקָעָנוּ בַּכְּבְשָׁן״. וְהָא מְחוּסַּר מִקְלָה, וְאַפּוּקֵי, וּמֵידָק! בְּאַתְרָא דְּהַהוּא דְּזָבֵין הַהוּא דָּיֵיק. וְלִשְׁמוּאֵל, דְּאָמַר בִּידֵי אָדָם – אֲפִילּוּ מֵאָה פּוֹסֵק, לָמָּה לִי מְשֻׁישְׁקָעָנוּ בַּכְּבְשָׁן? אֵימָא: מְשֻׁרָאוּי לְשַׁקְּעוֹ בַּכְּבְשָׁן.

The mishna teaches that one may set a price **for plaster after he has sunk it in the kiln.** Based on this, the Gemara challenges the opinion of Rav: Why is this permitted? **But** there are still several actions that are **lacking: Burning** it, **and removing** it from the kiln, **and grinding** it. The Gemara answers: The mishna is discussing **a place where** the local custom is that **the one who purchases** the plaster is **the one who grinds** it. The Gemara asks: **And** according to the opinion **of Shmuel, who says** that if all actions that remain are to be done **by human hands even** if **one hundred** actions are lacking **one may set** a price, **why do I** need the statement that this applies only **after he has sunk it in the kiln?** The Gemara answers: **Say: When it is fit to be sunk in the kiln.**

**LANGUAGE**

**Stack [*komer*] – כּוֹמָר:** The root of the word is *kaf*, *mem*, *reish*, which means heated. It is used in Arabic and also in biblical Hebrew, as in the phrase in the verse: "His heart yearned [*nikhmeru raḥamav*]" (Genesis 43:30). A *komer* is a heap of fruit that was left for a time until it became heated as the process of fermentation began.

**BACKGROUND**

**Putting them into the kiln – עַיּוּלֵי לְאַתּוּנָא:** Sometimes the clumps of clay were put into ovens and were not completely baked but were simply warmed until they were dry enough that they would be easy to transport.

**HALAKHA**

**Clumps of clay prepared by a potter – בֵּיצִים שֶׁל יוֹצֵר:** A price can be set for the future delivery of clumps of clay if the only preparation for the sale that is yet to be completed is taking them to the oven and firing them. If the local custom is to fashion pottery from ordinary black earth, the price for future delivery can be set even before the earth is fashioned into clumps (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 9:1).

**NOTES**

**One may not set a price for the clumps of clay prepared by a potter – אֵין פּוֹסְקִים עַל בֵּיצִים שֶׁל יוֹצֵר:** The reason for this is there are many possible scenarios that could result in a loss from the time of mixing the clay until the work is complete (Ritva).

**BACKGROUND**

**Black earth and white earth – עָפָר שָׁחוֹר וְלָבָן:** Inexpensive pottery was often made from earth or from clay mixed with earth, giving it a black color. This type of clay was found in many places in Eretz Yisrael and it was easy to obtain at all times and in all places. White earth was superior material with a lighter color, perhaps what is known today as kaolin or china clay; and high-quality pottery, such as porcelain ceramics, was made from it. White earth was found only in a few places and was very expensive.

**Kefar Ḥananya…Kefar Shiḥin – כְּפַר חֲנַנְיָא...כְּפַר שִׁיחִין:** These two towns, located in the Lower Galilee north of the Sea of Galilee, were large centers of the pottery industry. The pottery vessels made there were generally simple and thick vessels that were difficult to break.

״וְעַל הַבֵּיצִים שֶׁל יוֹצֵר״. תָּנוּ רַבָּנַן: אֵין פּוֹסְקִים עַל הַבֵּיצִים שֶׁל יוֹצֵר עַד שֶׁיֵּעָשׂוּ, דִּבְרֵי רַבִּי מֵאִיר. אָמַר רַבִּי יוֹסֵי: בַּמֶּה דְּבָרִים אֲמוּרִים – בְּעָפָר לָבָן, אֲבָל בְּעָפָר שָׁחוֹר, כְּגוֹן כְּפַר חֲנַנְיָא וְחַבְרוֹתֶיהָ, כְּפַר שִׁיחִין וְחַבְרוֹתֶיהָ – פּוֹסְקִין, אַף עַל פִּי שֶׁאֵין לָזֶה יֵשׁ לָזֶה.

§ The mishna teaches that one may set a price **for the clumps** of clay prepared for use **by a potter.**[H] **The Sages taught:** One **may not set** a price **for the clumps of** clay prepared for use by **a potter**[N] **until they are** fully **formed;** this is **the statement of Rabbi Meir. Rabbi Yosei says: In what** case **is this statement said?** It is said **with regard to white earth** from which superior clay pottery is made, **but with regard to** the simple and inexpensive **black earth,**[B] from which ordinary clay pottery is made, **such as** that of **Kefar Ḥananya and its environs,** or that of **Kefar Shiḥin and its environs,**[B] one **may set** a price immediately, since **even if this one does not** have any in his possession, **that one does have** it, as black earth is a common commodity.

אַמֵּימָר יָהֵיב זוּזֵי מִכִּי מְעַיְּילִי עֲפָרָא. כְּמַאן? אִי כְּרַבִּי מֵאִיר – הָאָמַר עַד שֶׁיֵּעָשׂוּ; אִי כְּרַבִּי יוֹסֵי – הָאָמַר אַף עַל פִּי שֶׁאֵין לָזֶה יֵשׁ לָזֶה! לְעוֹלָם כְּרַבִּי יוֹסֵי, וּבְאַתְרֵיהּ דְּאַמֵּימָר עֲשִׂיק עֲפָרָא. אִי דְּמְעַיְּילִי עֲפָרָא – סָמְכָא דַּעְתֵּיהּ וְיָהֵיב לְהוּ זוּזֵי; וְאִי לָא – לָא סָמְכָא דַּעְתֵּיהּ.

The Gemara relates: **Ameimar gave money** to a seller of clumps of clay only **from** the time that **the clay was brought into** his house. **In accordance with whose** opinion did he act? **If** he acted **in accordance with** the opinion of **Rabbi Meir, doesn't** Rabbi Meir **say** that one may not set a price **until they are** fully **formed,** but there is no need to wait until the merchandise is delivered to his house? And **if** he acted **in accordance with** the opinion of **Rabbi Yosei, doesn't** Rabbi Yosei **say** that one may set a price at any time, as **even though this one does not have** any, **that one** does **have** it? The Gemara answers: **Actually,** he ruled **in accordance with** the opinion of **Rabbi Yosei,** but **in Ameimar's locale earth** suitable for making clay **was scarce,** so much so that even black clay was not common. Consequently, **if the clay was brought into** his house, **he relied on this and gave** the seller **the money, but if not, he did not rely** on it.

״וּפוֹסֵק עִמּוֹ עַל הַזֶּבֶל כָּל יְמוֹת הַשָּׁנָה״ – חֲכָמִים הַיֵּינוּ תַּנָּא קַמָּא! אֲמַר רָבָא:

§ The mishna teaches that **one may set** a price **with him for manure** on **any** of **the days of the year,** and that Rabbi Yosei permitted this only if he already had a pile of manure in his dunghill, whereas the Rabbis permitted it in all cases. The Gemara asks: The statement of **the Rabbis is** identical to the statement of **the first *tanna*,** so what is the reason to repeat it? **Rava said:**

Perek **V**
Daf **74** Amud **b**

**HALAKHA**

**Who gave money to sellers to buy jewelry for his betrothed's dowry – דְּיָהֵיב זוּזֵי לִנְדוּנְיָא:** If one paid money for merchandise without stipulating that he was setting a price at the highest rate, and the price fell before he received the merchandise, he receives the merchandise at the price that was in effect at the time that the payment was made, and if the buyer or seller withdraws from the sale, he receives the curse: He Who exacted payment (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 9:5; *Shulḥan Arukh*, *Yoreh De'a* 175:7).

**LANGUAGE**

**Dowry [*neduneya*] – נְדוּנְיָא:** This is apparently related to the biblical term *nadan* (Ezekiel 16:33), and it is most likely a synonym for *mohar*, meaning dowry. The term also can be used to refer to the possessions that a woman brings into the house of her husband when they marry.

יְמוֹת הַגְּשָׁמִים אֵיפְכָּא בֵּינַיְיהוּ.

The practical difference **between them** is with regard to **the rainy season.** According to the first *tanna* one may set a price for the future delivery of manure at any point in the year, including the rainy season, but according to the Rabbis one may not arrange for the delivery during the rainy season, because manure is not commonly available then.

״וּפוֹסֵק עִמּוֹ כַּשַּׁעַר הַגָּבוֹהַּ״.

§ The mishna teaches: **One may set** a price **at the highest rate,** meaning he may set a price for the future delivery of produce and stipulate that if the market rate falls below the agreed-upon price, he will purchase the product according to the lowest price in effect in the market at any point during the year, which is the price that will provide the highest amount of merchandise for the amount he agreed to pay.

הַהוּא גַּבְרָא דְּיָהֵיב זוּזֵי לִנְדוּנְיָא דְּבֵי חֲמוּהּ. לְסוֹף זַל נְדוּנְיָא. אָתוּ לְקַמֵּיהּ דְּרַב פַּפָּא. אֲמַר לֵיהּ: אִי פָּסַקְתְּ עִמּוֹ כַּשַּׁעַר הַגָּבוֹהַּ – שְׁקֵיל כְּהָשְׁתָּא, וְאִי לָא – שְׁקֵיל כִּי מֵעִיקָּרָא.

The Gemara relates: There was **a certain man who gave money** to sellers to buy jewelry **for** his betrothed's **dowry** [***linduneya***][HL] on behalf **of his father-in-law,** as his intended father-in-law made him an agent to buy the jewelry for part of the dowry. The betrothed man stipulated with the sellers that they would provide the jewelry in time for the wedding. **Ultimately, the** jewelry for the **dowry became less expensive,** as the price fell. The betrothed man wanted to retract his commitment to buy the jewelry at the higher price. The parties **came before Rav Pappa** for a ruling. Rav Pappa **said to** the betrothed man: **If you set** a price **with** the seller to buy the jewelry **at the highest rate,** i.e., the largest amount of jewelry for the price you are willing to pay, then **take** the jewelry **at the present** price. **But if not, take** it **at** the price that you set **initially.**

אֲמַרוּ לֵיהּ רַבָּנַן לְרַב פַּפָּא: וְאִי לָא פְּסַק שָׁקֵיל כְּמֵעִיקָּרָא? מָעוֹת נִינְהוּ, וּמָעוֹת לֹא קָנוּ! אֲמַר לְהוּ: אֲנָא נַמִי לְקַבּוּלֵי עֲלֵיהּ "מִי שֶׁפָּרַע" קָא אָמִינָא. אִי פָּסַק כַּשַּׁעַר הַגָּבוֹהַּ מוֹכֵר קָא הָדַר בֵּיהּ – מְקַבֵּל עֲלֵיהּ מוֹכֵר "מִי שֶׁפָּרַע"; אִי לָא פָּסַק – לוֹקֵחַ קָא הָדַר בֵּיהּ, מְקַבֵּל עֲלֵיהּ לוֹקֵחַ "מִי שֶׁפָּרַע".

**The Sages said to Rav Pappa: And if he did not set** a price at the highest rate, **must he take** the merchandise **at** the price he set **initially? This is** a case where he paid **money, and** giving **money** alone **does not effect acquisition.** Rav Pappa **said to them:** I did not mean that it was an actual acquisition; rather, **I also** agree that giving money does not effect acquisition. What **I said** was **with regard to accepting upon himself** the curse: **He Who exacted payment. If** the betrothed man **set** a price **at the highest rate** the buyer is in the right, and if so, **the seller** is the one who **retracted,** and therefore **the seller accepts upon himself** the curse: **He Who exacted payment.** But **if** the betrothed man **did not set** a price at the highest rate, then the betrothed man, i.e., the **buyer,** is the one who **retracted,** and therefore **the buyer accepts upon himself** the curse: **He Who exacted payment.**

אֲמַר לֵיהּ רָבִינָא לְרַב פַּפָּא: וּמִמַּאי דְּרַבָּנַן הִיא דִּפְלִיגִי עֲלֵיהּ דְּרַבִּי שִׁמְעוֹן, דְּאָמְרִי: מָעוֹת לֹא קָנוּ – וַאֲפִילּוּ הָכִי, אִי פָּסַק כַּשַּׁעַר הַגָּבוֹהַּ – שָׁקֵיל כִּדְהָשְׁתָּא, אִי לָא פָּסַק, שָׁקֵיל כִּדְמֵעִיקָּרָא.

**Ravina said to Rav Pappa: From where** do you know **that** the ruling of the mishna, i.e., that if he did not set a price according to the highest rate he must acquire the merchandise at the price he set initially, **is** in accordance with the opinion of **the Rabbis who disagree with Rabbi Shimon and** who **say** that giving **money does not effect acquisition? And even so,** they hold that **if he set** a price **at the highest rate, he takes** it **at the current** price, and **if he did not set** a price at the highest rate, **he takes** it **at** the price he set **initially.**

דִּלְמָא רַבִּי שִׁמְעוֹן הִיא, דְּאָמַר מָעוֹת קוֹנוֹת. וְכִי פָּסַק כַּשַּׁעַר הַגָּבוֹהַּ – שָׁקֵיל כִּי הָשְׁתָּא, אִי לֹא פָּסַק – שָׁקֵיל כְּמֵעִיקָּרָא, מִשּׁוּם דְּקָנֵי לְהוּ זוּזֵי. אֲבָל לְרַבָּנַן, בֵּין פָּסַק בֵּין לֹא פָּסַק – שָׁקֵיל כִּי הָשְׁתָּא, דַּדַעְתֵּיהּ דְּאִינִישׁ אַתַּרְעָא זִילָא!

**Perhaps** the ruling of the mishna **is** in accordance with the opinion of **Rabbi Shimon, who says** that giving **money effects acquisition, and** therefore **if he set** a price **at the highest rate, he takes** it **at the current** price, and **if he did not set** a price at the highest rate, **he takes** it **at** the price he set **initially, since** giving **money effects acquisition. But according to** the opinion of **the Rabbis, whether he set** a price at the highest rate **or did not set** a price at the highest rate, **he takes** it **at the current** price, **because a person's intention** is always to acquire merchandise **at the least expensive price.**

אֲמַר לֵיהּ: אֵימוּר דַּאֲמַר רַבִּי שִׁמְעוֹן בְּחַד תַּרְעָא, בִּתְרֵי תַּרְעֵי – מִי אֲמַר? דְּאִי לָא תֵּימָא הָכִי "מִי שֶׁפָּרַע" בְּלוֹקֵחַ – לְרַבִּי שִׁמְעוֹן לֵית לֵיהּ!

Rav Pappa **said to him: Say that Rabbi Shimon said** his ruling that giving money effects acquisition in a case **where** there was **one price,** i.e., the price did not change in the meantime. **Did he say** his ruling **where** there were **two prices?** Certainly Rabbi Shimon will concede that the buyer can withdraw from the sale if the market price changes. **As, if you do not say so,** then the curse: **He Who exacted payment, will not** apply **to the buyer** under any circumstances **according to** the opinion of **Rabbi Shimon.**

וְכִי תֵּימָא – הָכִי נַמִי? וְהָתַנְיָא: מִכָּל מָקוֹם כָּךְ הֲלָכָה, אֲבָל אָמְרוּ חֲכָמִים "מִי שֶׁפָּרַע" כו'.

**And if you would say: Indeed,** the curse: He Who exacted payment, never applies to a buyer according to the opinion of Rabbi Shimon, **isn't it taught** in a *baraita*: Rabbi Shimon says: Even though the Sages said that when one party takes possession of a garment, the other party acquires a gold dinar, but when one party takes possession of a gold dinar, the other party does not acquire a garment, **in any case, that is** what the ***halakha*** would be. **But** the Sages **said** with regard to one who withdraws from a transaction where one party performed an act of acquisition by pulling the gold dinar into his possession: **He Who exacted payment** from the people of the generation of the flood, and from the people of the generation of the dispersion, and from the inhabitants of Sodom and Gomorrah, and from the Egyptians in the Red Sea, will in the future exact payment from whoever does not stand by his statement.

מַאי מִכָּל מָקוֹם? לָאו דְּלָא שָׁנָא לוֹקֵחַ וְלָא שָׁנָא מוֹכֵר מְקַבֵּל עֲלֵיהּ "מִי שֶׁפָּרַע"? אֶלָּא, כִּי קָאָמַר רַבִּי שִׁמְעוֹן – בְּחַד תַּרְעָא, בִּתְרֵי תַּרְעֵי – לָא אֲמַר.

Rav Pappa clarifies: **What** is the meaning of: **In any case?** Does it **not** mean that **there is no difference** whether it is **the buyer and there is no difference** whether it is **the seller** who withdraws from the sale, that either way he **accepts upon himself** the curse: **He Who exacted payment? Rather,** it must be that **when Rabbi Shimon is saying** that giving money effects acquisition, he is referring to a case **where** there was **one price,** but in a case **where** there were **two prices he did not say** it.

אָמַר לֵיהּ רַב אַחָא בְּרֵיהּ דְּרָבָא לְרַב אַשִׁי: וְתֵיפּוֹק לֵיהּ דְּשָׁלְחֵיהּ שַׁוְּיֵיהּ מֵעִיקָּרָא! אָמַר לֵיהּ: בְּתַגָּרָא דְּזָבֵין וּמְזַבֵּין.

**Rav Aḥa, son of Rava, said to Rav Ashi: But let** Rav Pappa **derive** this *halakha* in the case of the dowry employing a more straightforward reasoning: The father-in-law **initially made** the betrothed man **an agent,**[N] and since he was an agent, the father-in-law could say to him: I sent you to act for my benefit, not to my detriment. Purchasing the jewels at a more expensive price is to the detriment of the father-in-law, and therefore the agency and the sale itself are nullified. Rav Ashi **said to him:** It is speaking here about a case where the father-in-law did not actually make him an agent. Rather, the betrothed man was **a merchant who buys and sells**[N] merchandise. The father-in-law understands that he engages in commerce and that he will not always profit from his trading.

**מתני׳** מַלְוֶה אָדָם אֶת אֲרִיסָיו חִטִּין בְּחִטִּין לְזֶרַע, אֲבָל לֹא לֶאֱכוֹל. שֶׁהָיָה רַבָּן גַּמְלִיאֵל מַלְוֶה אֶת אֲרִיסָיו חִטִּין בְּחִטִּין לְזֶרַע, בְּיוֹקֶר וְהוּזְלוּ, אוֹ בְּזוֹל וְהוּקְרוּ – נוֹטֵל מֵהֶן כַּשַּׁעַר הַזּוֹל. וְלֹא מִפְּנֵי שֶׁהֲלָכָה כֵּן, אֶלָּא שֶׁרָצָה לְהַחְמִיר עַל עַצְמוֹ.

**MISHNA** **A person may lend wheat to his sharecroppers** in exchange **for wheat,** for the purpose **of seeding,**[H] meaning that he may lend them a quantity of wheat with which to seed the field, and at harvest time the sharecropper will add the amount of grain that he borrowed to the landowner's portion of the yield. **But he may not** lend wheat for the sharecroppers **to eat** and be paid back with an equivalent quantity because this creates a concern about interest, as the price of wheat may rise. **As Rabban Gamliel would lend wheat to his sharecroppers** in exchange **for wheat,** for purposes **of seeding,** and if he lent it **at a high price and the price** then **fell, or** if he lent it **at an inexpensive price and the price** subsequently **rose,** in all cases **he would take** it back **from them at the inexpensive price. But** this was **not because this is** the ***halakha*; rather, he wanted to be stringent with himself.**

**גמ׳** תָּנוּ רַבָּנַן: מַלְוֶה אָדָם אֶת אֲרִיסָיו חִטִּים בְּחִטִּים לְזֶרַע. בַּמֶּה דְּבָרִים אֲמוּרִים – שֶׁלֹּא יָרַד, אֲבָל יָרַד – אָסוּר. מַאי שְׁנָא תַּנָּא דִּידַן דְּלָא קָא מַפְלִיג בֵּין יָרַד וּבֵין לֹא יָרַד, וּמַאי שְׁנָא תַּנָּא בָּרָא דְּקָא מַפְלִיג בֵּין יָרַד וּבֵין לֹא יָרַד?

**GEMARA** **The Sages taught** in a *baraita*: **A person may lend wheat to his sharecroppers** in exchange **for wheat,** for the purpose **of seeding. In what** case **is this statement said?** It is said **when** the sharecropper **has not** yet **gone down** into the field to begin to work, **but** if he had already **gone down** into the field to begin to work, lending him wheat under these terms is **prohibited.** The Gemara asks: **What is different** about **the *tanna* of our** mishna,[N] **who does not differentiate between** whether the sharecropper **went down or did not go down, and what is different** about **the *tanna* of the *baraita*, who does differentiate between** whether **he went down or he did not go down?**

אָמַר רָבָא: רַבִּי אִידִי אַסְבְּרָהּ נִיהֲלִי: בְּאַתְרָא דְּתַנָּא דִּידַן אָרִיסָא יָהֵיב בִּיזְרָא; בֵּין יָרַד וּבֵין לֹא יָרַד – כַּמָּה דְּלָא יָהֵיב בִּיזְרָא מָצֵי מְסַלֵּיק לֵיהּ, וְכִי קָא נָחֵית לְבָצִיר מֵהָכִי קָא נָחֵית.

**Rava said: Rabbi Idi explained** the matter **to me: In the locale of the *tanna* of our** mishna, the local custom was that **the sharecropper** would **provide the seeds,** and therefore, **whether he went down or did not go down, as long as** the sharecropper **has not put the seeds** into the field the landowner **can remove him** from the field. Consequently, in a case where the landowner gives the sharecropper the seeds, he sets the terms of the sharecropping tenancy, **and when** the sharecropper **goes down** into the field, **he goes down** into the field **for less than this,**[N] under the agreement that he will reduce his share of the crop in order to return the seed to the landowner.

**HALAKHA**

**A person may lend wheat to his sharecroppers in exchange for wheat for…seeding – מַלְוֶה אָדָם אֶת אֲרִיסָיו חִטִּין בְּחִטִּין לְזֶרַע:** One may lend grain to his sharecropper, a *se'a* for a *se'a*, for the purpose of seeding in a place where the local custom is that the sharecropper provides the seed and if he has no seed the landowner can remove him. In a place where it is customary for the owner of the field to provide the seed, if the sharecropper already went down into the field to begin farming it, lending him grain under these terms is prohibited (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 10:5; *Shulḥan Arukh*, *Yoreh De'a* 162:4).

**NOTES**

**But let Rav Pappa derive, the father-in-law initially made the betrothed man an agent – וְתֵיפּוֹק לֵיהּ דְּשָׁלְחֵיהּ שַׁוְּיֵיהּ מֵעִיקָּרָא:** The early commentaries disagreed about the meaning of this suggestion. Some hold that since the agent, i.e., the betrothed man, did not set a price at the highest rate, he is an agent who acted to the detriment of the one who appointed him, and he must therefore accept upon himself either the loss or the curse: He Who exacted payment (Ra'avad). The Ramban and others distinguish between two cases: If the agent deviates somewhat from the instructions of the one who appointed him, then the responsibility is upon the agent, but if he does not deviate at all, the responsibility is upon the one who appointed him, and the one who appointed the agent receives the curse: He Who exacted payment. Others hold that in a case like this neither the one who appointed the agent nor the agent himself receives the curse: He Who exacted payment.

**A merchant who buys and sells – בְּתַגָּרָא דְּזָבֵין וּמְזַבֵּין:** The *ge'onim* explain that the betrothed man was a merchant, and therefore he did not make the purchase as an agent of his father-in-law but rather on his own behalf, and therefore he is viewed as the one effecting the transaction.

**What is different about the *tanna* of our mishna, etc. – מַאי שְׁנָא תַּנָּא דִּידַן וכו':** In truth, there is no difficulty here, as it is possible to simply answer that the *baraita* clarifies the vague language of the mishna, and that therefore there is no discrepancy. Nevertheless, since the talmudic Sages knew that there are differences in opinion, they asked about the difference and explained the details (Ritva).

**When he goes down into the field he goes down for less than this – כִּי קָא נָחֵית לְבָצִיר מֵהָכִי קָא נָחֵית:** The Ra'avad writes that also in this case, if the owner of the field established the seeds as a complete loan for a specific time, it would also be prohibited due to interest.

בְּאַתְרָא דְּתַנָּא בָּרָא מָרֵי אַרְעָא יָהֵיב בִּיזְרָא. אִי לָא יָרֵד דְּמָצֵי מְסַלֵּיק לֵיהּ, כִּי קָא נָחֵית – לְבָצִיר מֵהָכִי קָא נָחֵית; אִי יָרַד, דְּלָא מָצֵי מְסַלֵּיק לֵיהּ – אָסוּר.

By contrast, **in the locale of the *tanna* of the *baraita*, the landowner** is the one who would **provide the seeds,** so **if he** has **not** yet **gone down** into the field the landowner **can remove him,** and therefore, **when he goes down** into the field, **he goes down for less than this.** But **if he went down,** and therefore the landowner **can no longer remove him,** lending him wheat under these terms is **prohibited,** because he took upon himself in advance to work the field without receiving seeds from the owner of the field. Consequently, these seeds that he then receives are like a loan and the prohibition of interest applies.

תָּנוּ רַבָּנַן: אוֹמֵר אָדָם לַחֲבֵירוֹ:

§ **The Sages taught: A person may say to another:**

Perek **V**
Daf **75** Amud **a**

הַלְוֵינִי כּוֹר חִטִּין וְקוֹצֵץ לוֹ דָּמִים. הוּזְלוּ – נוֹתֵן לוֹ חִטִּים; הוּקְרוּ – נוֹתֵן דְּמֵיהֶם.

**Lend me a *kor* of wheat, and** the lender may **set a price for him,**[HN] stating that the borrower must repay the wheat in the future according to the value of wheat at the time of the loan. If, by the time the borrower must repay the loan, the wheat **depreciates** in value, he **gives** the lender a quantity of **wheat** equivalent to what he borrowed, and if it **appreciates,** he **gives** the **value of** the wheat he borrowed as per the market rate when he borrowed it, as agreed, but no more.

וְהָלֹא קָצַץ! אֲמַר רַב שֵׁשֶׁת, הָכִי קָאָמַר: אִם לֹא קָצַץ, הוּזְלוּ נוֹטֵל חִטָּיו, הוּקְרוּ – נוֹתֵן דְּמֵיהֶם.

The Gemara questions this ruling: If the price of wheat depreciates, why should it be permitted for the borrower to pay him with wheat worth less than the value of the amount he borrowed? **But he fixed** a price at the time of the loan, and therefore the borrower owes him this amount of money. **Rav Sheshet said: This** is what the *tanna* **is saying: If** the lender **did not set** a price but merely lent him wheat, and it **depreciates** in value, the lender **takes his wheat,** as they did not agree that the borrower must repay the wheat according to its value at the time that the loan was taken out. But if it **appreciates** in value, the borrower **gives** the **value of** the wheat he borrowed as per the market rate when he borrowed it, in order to avoid the payment of interest.

**מתני׳** לֹא יֹאמַר אָדָם לַחֲבֵירוֹ: הַלְוֵינִי כּוֹר חִטִּין וַאֲנִי אֶתֵּן לְךָ לַגֹּרֶן. אֲבָל אוֹמֵר לוֹ: הַלְוֵינִי עַד שֶׁיָּבֹא בְּנִי, אוֹ עַד שֶׁאֶמְצָא מַפְתֵּחַ. וְהִלֵּל אוֹסֵר. וְכֵן הָיָה הִלֵּל אוֹמֵר: לֹא תַלְוֶה אִשָּׁה כִּכָּר לַחֲבֶרְתָּהּ עַד שֶׁתַּעֲשֶׂיהָ דָּמִים, שֶׁמָּא יוּקְרוּ חִטִּין, וְנִמְצְאוּ בָאוֹת לִידֵי רִבִּית.

**MISHNA** **A person may not say to another: Lend me a *kor* of wheat and I will give** it back **to you at** the time the wheat is brought to **the granary,** as the wheat may increase in value, which would mean that when he gives him back a *kor* of wheat at the time the wheat is brought to the granary it is worth more than the value of the loan, and he therefore will have paid interest. **But he may say to him: Lend me** a *kor* of wheat for a short period of time, e.g., **until my son comes or until I find** the **key,**[N] as there is no concern about a change in price during such a short interval of time. **And Hillel prohibits** the practice even in this case. **And Hillel would similarly say:**[N] **A woman may not lend a loaf**[N] of bread **to another unless she establishes its monetary** value, **lest the wheat appreciate** in value before she returns it, **and they will** therefore **have come to** transgress the prohibition of **interest.**

**HALAKHA**

**Lend me a *kor* of wheat and the lender may set a price for him – הַלְוֵינִי כּוֹר חִטִּין וְקוֹצֵץ לוֹ דָּמִים:** It is prohibited to borrow a *se'a* of wheat in exchange for a *se'a* of wheat unless the price of wheat is fixed, meaning that one must repay a loan with the same amount of wheat that was borrowed, even if the price of wheat appreciates. If the two parties neglected to set a fixed price, and wheat appreciated in value, the borrower must repay him in accordance with the value of wheat at the time of the loan. If the wheat depreciated in value, he gives him back a *se'a* of wheat (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 10:3–4; *Shulḥan Arukh*, *Yoreh De'a* 162:1).

**NOTES**

**Lend me a *kor* of wheat and the lender may set a price for him – הַלְוֵינִי כּוֹר חִטִּין וְקוֹצֵץ לוֹ דָּמִים:** Even though he spoke of a loan, since they set a price it is deemed a valid sale completed right away, and there is no concern if the market price subsequently changes (*Beit Aharon*).

**Lend me…until I find the key – הַלְוֵינִי…עַד שֶׁאֶמְצָא מַפְתֵּחַ:** Since he is in possession of the produce, it is as though he designated it as repayment for him from the time of the loan, as he needs only to find the key in order to give it to him (Rabbi Zekharya Agamati, citing Rabbi Barukh HaSefaradi).

**And Hillel would similarly say – וְכֵן הָיָה הִלֵּל אוֹמֵר:** The early commentaries disagree as to whether the entire mishna is referring to a case when there is a set price for the food in question, or whether only the first clause of the mishna is addressing an item that has a set price, whereas the latter clause is speaking of food without a set price, and Hillel adds that these concerns apply even to a small item such as a loaf of bread. According to the second explanation of the commentaries, Hillel is saying that even in that case, when the loaf is typically given for a short period of time, there is still concern that one may transgress the prohibition of interest (see Rif, Ra'avad, and *Milḥamot HaShem*).

**A woman may not lend a loaf – לֹא תַלְוֶה אִשָּׁה כִּכָּר:** Hillel mentioned this example in order to emphasize that even in the case of neighbors, who are not usually particular with each other, one should nevertheless be stringent.

**NOTES**

**He may borrow several *kor* in reliance upon it – לָוֶה עָלֶיהָ כַּמָּה כּוֹרִין:** The *Torat Ḥayyim* reasons that once one has borrowed a certain amount it is considered as though he is in possession of twice the original amount of wheat, and therefore he can borrow this amount once again, and so on. The *Ge'on Tzvi* claims that Rav Huna rejects this reasoning, as he maintains that a loan is not viewed as his own property, because it is given to be used, not kept.

**They transgress with regard to measure, etc. – עוֹבְרִין מִשּׁוּם מִדָּה וכו':** It appears that Rashi and *Tosafot* maintain that they violate the rabbinical decrees against measuring, weighing, or counting on Shabbat or a Festival. The Ra'avad, by contrast, explains that since they are particular with each other, they are considered robbers if they do not give back to one another the exact amount, and therefore they transgress the prohibitions of robbing or cheating with regard to measuring, weighing, and counting.

**With regard to interest – מִשּׁוּם רִבִּית:** Although they are particular with each other, they do not wish to appear stingy, and therefore they add a little extra to what they give back, which is deemed interest (Raza).

**גמ'** אֲמַר רַב הוּנָא: יֵשׁ לוֹ סְאָה – לָוֶה סְאָה; סָאתַיִם – לָוֶה סָאתַיִם. רַבִּי יִצְחָק אוֹמֵר: אֲפִילּוּ יֵשׁ לוֹ סְאָה – לָוֶה עָלֶיהָ כַּמָּה כּוֹרִין.

GEMARA **Rav Huna said:** One who **has a *se'a*** of an item in his house **may borrow a *se'a*** of that item. Since he has available a *se'a* that he could give back right away, he may borrow one *se'a*, and similarly, if he has **two *se'a*** available he **may borrow two *se'a*. Rabbi Yitzḥak says: Even if he has** only one ***se'a*,** he **may borrow several *kor*** in reliance **upon it.**[NH] Since he can repay part of the loan immediately, and as the market value has yet to change there is only a concern about future interest, this concern is mitigated when it does not apply to the entire loan.

תָּנֵי רַבִּי חִיָּיא לְסֵיוּעֵיהּ לְרַבִּי יִצְחָק: טִיפַּת יַיִן אֵין לוֹ, טִיפַּת שֶׁמֶן אֵין לוֹ. הָא יֵשׁ לוֹ – לָוֶה עָלֶיהָ כַּמָּה טִיפִּין.

The Gemara comments: **Rabbi Ḥiyya teaches** a *baraita* **in support of Rabbi Yitzḥak's** ruling: If one **does not have a drop of wine** or if **he does not have a drop of oil,** he may not borrow wine or oil. **Consequently,** by inference it can be derived: If **he does have** a drop of wine or oil, he **may borrow many drops** in reliance **upon it,** as the *tanna* is certainly not referring to a case where he borrows just a few meager drops.

"וְהִלֵּל אוֹסֵר". אָמַר רַב נַחְמָן אָמַר שְׁמוּאֵל: הֲלָכָה כְּדִבְרֵי הִלֵּל. וְלֵית הִלְכְתָא כְּוָותֵיהּ.

§ The mishna teaches: **And Hillel prohibits** this practice. **Rav Naḥman says** that **Shmuel says:** The ***halakha*** is **in accordance with the statement of Hillel.** The Gemara comments: **But the *halakha* is not,** in fact, **in accordance with** the ruling of Shmuel.

"וְכֵן הָיָה הִלֵּל אוֹמֵר: לֹא תַלְוֶה אִשָּׁה" [וכו']. אָמַר רַב יְהוּדָה אָמַר שְׁמוּאֵל: זוֹ דִּבְרֵי הִלֵּל, אֲבָל חֲכָמִים אוֹמְרִים: לְוִים סְתָם, וּפוֹרְעִים סְתָם.

§ The mishna further teaches: **And Hillel would similarly say: A woman may not lend** even a loaf of bread due to concern that she will violate the prohibition of interest. **Rav Yehuda says** that **Shmuel says: This** is **the statement of Hillel, but the Rabbis say** that **one may borrow** various types of foods **without specification and repay** them **without specification.** If neighbors are not particular with one another about these items, there is no concern about interest, in contrast to Hillel's opinon.[H]

וְאָמַר רַב יְהוּדָה אָמַר שְׁמוּאֵל: בְּנֵי חֲבוּרָה הַמַּקְפִּידִין זֶה עַל זֶה – עוֹבְרִין מִשּׁוּם מִדָּה, וּמִשּׁוּם מִשְׁקָל, וּמִשּׁוּם מְנָיָן, וּמִשּׁוּם לְוִין וּפוֹרְעִין בְּיוֹם טוֹב, וּכְדִבְרֵי הִלֵּל אַף מִשּׁוּם רִבִּית.

**And Rav Yehuda says** that **Shmuel says:** With regard to the **members of a group** of people that eat together **who are particular**[H] **with each other** and insist that each pay for precisely what he ate, if they dine together on Shabbat, **they transgress** a prohibition **with regard to** the strictures of **measure,**[N] **and with regard to** the strictures of **weight, and with regard to** the strictures **of counting,** all of which are calculations that are forbidden on Shabbat.[B] **And they transgress** a prohibition **with regard to lending and repaying on a Festival, and according to the statement of Hillel,** they **also** transgress the prohibition **with regard to interest.**[N]

**HALAKHA**

**He may borrow several *kor* in reliance upon it – לָוֶה עָלֶיהָ כַּמָּה כּוֹרִין:** One in possession of a small amount of a certain type of food may borrow several *se'a* in reliance upon that food, and he must return a *se'a* for a *se'a*. One may borrow in this manner even if the food is locked away and he has no key and no other direct access to it at the time. One desiring to lend food to another who has no food of that type may give, or even lend, food of that type and then subsequently lend him more of that food in reliance upon the food now in the borrower's possession. If a borrower owns food that was deposited with a third party it is considered his possession, but a debt owed to him by others is not viewed as belonging to him (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 10:2; *Shulḥan Arukh*, *Yoreh De'a* 162:2, and in the comment of Rema).

**A woman may lend a loaf to her friend – מַלְוָה אִשָּׁה כִּכָּר לַחֲבֶרְתָּהּ:** Some authorities render it permitted for one to lend a loaf of bread for a loaf in return, as people are not particular about such items (Rashi; *Tosafot*; *Tur*; *Milḥamot Hashem*). The Rambam, the *Shulḥan Arukh*, and others render it prohibited, but the custom is to be lenient (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 10:2; *Shulḥan Arukh*, *Yoreh De'a* 162:1, and in the comment of Rema).

**Members of a group who are particular – בְּנֵי חֲבוּרָה הַמַּקְפִּידִין:** Members of a group who are particular with each other and who exchanged their portions or lent food to one another on a Shabbat or Festival transgress the prohibitions against measuring, weighing, and counting, as well as the prohibition against lending and repaying on Shabbat. Many authorities (see *Beit Yosef* and *Baḥ*, *Oraḥ Ḥayyim* 517) omit this *halakha*, as they maintain that there is nothing unique about the members of a group with regard to these *halakhot* (Rambam *Sefer Nezikin*, *Hilkhot Geneiva* 7:10).

**BACKGROUND**

**With regard to measure…weight…counting – מִשּׁוּם מִדָּה...מִשְׁקָל...מְנָיָן:** By Torah law, there is no prohibition against measuring, counting, or weighing on Shabbat. Nevertheless, the Sages decreed that one may not perform any sort of calculation on Shabbat out of concern that one would mark down figures and sums, as writing is one of the thirty-nine prohibited labors of Shabbat. The rabbinic restriction was intended to prevent the violation of the Torah prohibition (Rambam *Sefer Zemanim*, *Hilkhot Shabbat* 23:13). While it is prohibited to employ a tool such as a measuring tape, it is permitted to determine the size of something by mere counting, such as measuring the length of a room by counting the number of floor tiles.

וְאָמַר רַב יְהוּדָה אָמַר שְׁמוּאֵל: תַּלְמִידֵי חֲכָמִים מוּתָּרִים לְלְוֹוֹת זֶה מִזֶּה בְּרִבִּית. מַאי טַעְמָא? מֵידַע יָדְעִי דְּרִבִּית אֲסוּרָה, וּמַתָּנָה הוּא דְּיָהֲבוּ אַהֲדָדֵי. אֲמַר לֵיהּ שְׁמוּאֵל לַאֲבוּהּ בַּר אִיהִי: הַלְוֵינִי מֵאָה פְּלְפְּלִין בְּמֵאָה וְעֶשְׂרִין פְּלְפְּלִין, וַאֲרִיךְ.

**And Rav Yehuda says** that **Shmuel says:** It is **permitted** for **Torah scholars to borrow from one another with interest.**[N] The Gemara explains: **What is the reason** for this? It is because **they are** fully **aware that interest is prohibited,** and therefore they do not intend the loan to be a formal business transaction. They willingly forgo the additional payments to each other at the outset, **and** the extra payment **is a gift that they give one another.**[H] The Gemara relates: **Shmuel said to Avuh bar Ihi: Lend me one hundred peppers** in exchange **for 120 peppers** that I will give you at a later date. **And** you should know that this matter is **fitting**[N] and appropriate, as I intend that the additional twenty peppers be a gift.

אָמַר רַב יְהוּדָה אָמַר רַב: מוּתָּר לוֹ לְאָדָם לְהַלְוֹוֹת בָּנָיו וּבְנֵי בֵיתוֹ בְּרִבִּית כְּדֵי לְהַטְעִימָן טַעַם רִבִּית. וְלָאו מִילְּתָא הִיא, מִשּׁוּם דְּאָתֵי לְמִיסְרָךְ.

Similarly, **Rav Yehuda says** that **Rav says: It is permitted for a person to lend to his sons and the members of his household**[N] **with interest,**[H] **in order to have them taste the taste of interest**[N] so that they will understand how interest increases and how hard it is to repay it, which will discourage them from ever borrowing with interest again. The Gemara comments: **But** this **is not correct, because** the members of his household **may become corrupted** by doing so and act similarly with others in cases when there is no justification for such behavior.

**מתני׳** אוֹמֵר אָדָם לַחֲבֵירוֹ: נַכֵּשׁ עִמִּי וַאֲנַכֵּשׁ עִמָּךְ, עֲדוֹר עִמִּי וְאֶעֱדוֹר עִמָּךְ. וְלֹא יֹאמַר לוֹ: נַכֵּשׁ עִמִּי וְאֶעֱדוֹר עִמָּךְ, עֲדוֹר עִמִּי וַאֲנַכֵּשׁ עִמָּךְ.

**MISHNA** **A person may say to another: Weed** the wild growths from my field **with me** now, **and I will weed** your field **with you**[H] at a later stage, or: **Till** my field **with me** today **and I will till with you** on a different day. **But he may not say to him: Weed with me** today **and I will till with you** a different day, or: **Till with me** today **and I will weed with you,** as due to the different nature of the tasks it is possible that one of them will have to work harder than the other did, which is a type of interest, since he repaid him with additional labor.

## NOTES

**It is permitted for Torah scholars to borrow from one another with interest – תַּלְמִידֵי חֲכָמִים מוּתָּרִים לְלְוֹוֹת זֶה מִזֶּה בְּרִבִּית:** The Ramban greatly limits the extent of this leniency by saying that it applies only to small amounts and to food required for a meal, and it applies only if both parties are Torah scholars. The *Mishne LaMelekh* adds that they must both know that neither of them is overly concerned about money.

**For 120 peppers and it is fitting – בְּמֵאָה וְעֶשְׂרִין פְּלְפְּלִין וַאֲרִיךְ:** The Ramban and the Ran explain that this exchange did not involve interest at all, as Shmuel merely told his friend that he was taking a certain quantity of peppers from him. Shmuel would certainly not be particular to give him back the precise number of peppers he took, and even if it would be found that he added an extra fifth it would be an act of generosity, not interest.

**To lend to his sons and the members of his household – לְהַלְוֹוֹת בָּנָיו וּבְנֵי בֵיתוֹ:** The *Torat Hayyim* claims that this refers only to those family members whom he supports, as there is no interest here at all, since all of their money is actually his.

**To have them taste the taste of interest – לְהַטְעִימָן טַעַם רִבִּית:** The commentaries disagree as to whether he would lend to them or borrow from them. According to the opinion that he would lend to them with interest, his concern was that they might get used to borrowing in this manner and continue borrowing from others in this way without realizing that he had lent money to them in this manner only to educate them, but not as a real loan (Rabbi Barukh HaSefaradi). Alternatively, he wanted them to experience how beneficial interest is to the lender, in order to increase their reward when they refrain from transgressing in this fashion (Responsa of the Rif).

## HALAKHA

**Torah scholars with regard to interest – תַּלְמִידֵי חֲכָמִים בְּרִבִּית:** If Torah scholars lent each other food, and the borrower returned to the lender up to one-fifth more than the amount he took, this is permitted, as the borrower undoubtedly gave it to him as a gift, as explained by the Ramban. The Rema writes that some permit this practice even if he stipulated at the outset that he must give him more. Some authorities (*Haggahot Maimoniyyot*; *Smag*) comment that it is certainly improper to do so on a regular basis, as it may mislead the public (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 4:9; *Shulḥan Arukh*, *Yoreh De'a* 160:17).

**A loan with interest to the members of one's household – הַלְוָאָה בְּרִבִּית לִבְנֵי בֵיתוֹ:** It is prohibited to lend money with interest even to the members of one's own household, and this is the *halakha* even if the one paying the additional sum is not particular, and even if he informs the recipient that it is a gift (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 4:8; *Shulḥan Arukh*, *Yoreh De'a* 160:8).

**Weed with me and I will weed with you – נַכֵּשׁ עִמִּי וַאֲנַכֵּשׁ עִמָּךְ:** One may not perform work for another on condition that he will perform a more laborious task later in return. Performing even the same work is prohibited if the latter is obliged to perform it at a time when it is more difficult, e.g., due to a change in weather. Some authorities learn from here that it is permitted to lend money to another on condition that the other will lend money to him in return. Others claim that this is not the same as performing work for each other, since in the case of work an employer must certainly compensate the worker, but with regard to a loan the borrower repays the money, and if the borrower also provides the lender with a loan of his own, this could be considered interest (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 7:11; *Shulḥan Arukh*, *Yoreh De'a* 160:9).

כָּל יְמֵי גָּרִיד – אֶחָד; כָּל יְמֵי רְבִיעָה – אֶחָד. לֹא יֹאמַר לוֹ: חָרוֹשׁ עִמִּי בַּגָּרִיד וַאֲנִי אֶחֱרוֹשׁ עִמְּךָ בָּרְבִיעָה.

**All** the **dry days** during the summer, when it does not rain, are viewed as **one** period, meaning that if they each agreed to work one day, the dry days are viewed as though they were all exactly equal in length, despite the slight differences between them. Similarly, **all** the **rainy**[N] **days** are treated as **one** period. But **he may not say to him: Plow with me in the dry** season **and I will plow with you in the rainy** season.

רַבָּן גַּמְלִיאֵל אוֹמֵר: יֵשׁ רִבִּית מוּקְדֶּמֶת, וְיֵשׁ רִבִּית מְאוּחֶרֶת. כֵּיצַד? נָתַן עֵינָיו לִלְווֹת הֵימֶנּוּ, וְהוּא מְשַׁלֵּחַ לוֹ וְאוֹמֵר: בְּשְׁבִיל שֶׁתַּלְוֵנִי – זוֹ הִיא רִבִּית מוּקְדֶּמֶת. לָוָה הֵימֶנּוּ וְהֶחֱזִיר לוֹ אֶת מְעוֹתָיו, וְהוּא מְשַׁלֵּחַ לוֹ, וְאוֹמֵר: בִּשְׁבִיל מְעוֹתֶיךָ שֶׁהָיוּ בְּטֵילוֹת אֶצְלִי – זוֹ הִיא רִבִּית מְאוּחֶרֶת.

**Rabban Gamliel says: There is** a case of **pre**-paid **interest, and there is** also a case of **interest** paid **later,** both of which are prohibited. **How so?** If he **had hopes of borrowing** money **from him** in the future, **and he sends him** money or a gift **and says:** I am sending you this gift **in order that you will lend to me, this is pre**-paid **interest.** Similarly, if he **borrowed** money **from him and** subsequently **returned his money, and he** later **sends** a gift **to him and says:** I am sending you this gift in order to repay you **for your money, which was idle with me,** preventing you from earning a profit from it, **this is interest** paid **later.**[H]

רַבִּי שִׁמְעוֹן אוֹמֵר: יֵשׁ רִבִּית דְּבָרִים; לֹא יֹאמַר לוֹ "דַּע כִּי בָּא אִישׁ פְּלוֹנִי מִמָּקוֹם פְּלוֹנִי".

**Rabbi Shimon says:** Not only is there interest consisting of payment of money or items, but **there is** also **verbal interest.**[H] For example, the borrower **may not say to** the lender: You should **know that so-and-so has come from such and such a place,** when he is aware that this information is of significance to his creditor. Since his intention is to provide a benefit to the lender, he has effectively paid him an extra sum for the money he lent him, which constitutes interest.

וְאֵלּוּ עוֹבְרִין בְּ"לֹא תַעֲשֶׂה": הַמַּלְוֶה וְהַלֶּוֶה וְהָעֵרֵב וְהָעֵדִים. וַחֲכָמִים אוֹמְרִים: אַף הַסּוֹפֵר. עוֹבְרִים מִשּׁוּם "לֹא תִתֵּן", וּמִשּׁוּם "אַל תְּקַח מֵאִתּוֹ", וּמִשּׁוּם "לֹא תִהְיֶה לוֹ כְּנוֹשֶׁה", וּמִשּׁוּם "לֹא תְשִׂימוּן עָלָיו נֶשֶׁךְ", וּמִשּׁוּם "וְלִפְנֵי עִוֵּר לֹא תִתֵּן מִכְשׁוֹל וְיָרֵאתָ מֵאֱלֹהֶיךָ אֲנִי ה'".

**And these** people **violate a prohibition**[H] of interest: **The lender, and the borrower, and the guarantor, and the witnesses. And the Rabbis say: Also the scribe** who writes the promissory note violates this prohibition. These parties to the transaction **violate** different prohibtions.[N] Some are in violation of: **"You shall not give** him your money with interest" (Leviticus 25:37), **and of: "Do not take from him** interest or increase" (Leviticus 25:36), **and of: "Do not be to him as a creditor"** (Exodus 22:24),[N] **and of "Do not place interest upon him"** (Exodus 22:24), **and of: "And you shall not place a stumbling block before the blind, and you shall fear your God;**[N] **I am the Lord"** (Leviticus 19:14).

**גמ'** תָּנְיָא, רַבִּי שִׁמְעוֹן בֶּן יוֹחַי אוֹמֵר: מִנַּיִן לַנּוֹשֶׂה בַּחֲבֵירוֹ מָנֶה, וְאֵינוֹ רָגִיל לְהַקְדִּים לוֹ שָׁלוֹם שֶׁאָסוּר לְהַקְדִּים לוֹ שָׁלוֹם? תַּלְמוּד לוֹמַר: "נָשֹׁךְ כָּל דָּבָר אֲשֶׁר יִשָּׁךְ" – אֲפִילּוּ דִּיבּוּר אָסוּר.

GEMARA **It is taught** in a *baraita* that **Rabbi Shimon ben Yoḥai says: From where** is it derived **with regard to one who is owed one hundred dinars by another, and** the borrower **is not accustomed to greeting** that lender, **that it is prohibited to** start **greeting him**[H] after being granted the loan? **The verse states: "Interest of any matter** [***davar***] **that is lent with interest"** (Deuteronomy 23:20), which can also be read as indicating that **even speech** [***dibbur***] can be **prohibited** as interest.

## NOTES

**Dry and rainy – גָּרִיד וּרְבִיעָה:** According to Rashi, it is harder to work on wet, rainy days due to the conditions of the field. Conversely, the Meiri maintains that dry days are difficult because the land is hard, which makes tilling and plowing more laborious.

**The list of prohibitions – רְשִׁימַת הַלָּאוִים:** This list does not follow the order of the verses in the Torah. Instead, the *tanna* starts with the prohibitions that apply only to the lender, before moving on to those that apply to the other accomplices to the transgression as well (*Tiferet Yisrael*).

**Do not be to him as a creditor – לֹא תִהְיֶה לוֹ כְּנוֹשֶׁה:** Although this prohibition applies to all loans, not only those that involve interest, if the loan was not given with interest the lender appears to be less of a creditor, since he does not increase his income with the passage of time. In the case of a loan with interest, by contrast, the presence of the creditor always weighs upon the borrower.

**You shall not place a stumbling block before the blind and you shall fear your God – לִפְנֵי עִוֵּר לֹא תִתֵּן מִכְשׁוֹל וְיָרֵאתָ מֵאֱלֹהֶיךָ:** Although it would have been enough to cite the phrase "And you shall not place a stumbling block before the blind," the *tanna* quoted the verse in its entirety in order to conclude the *mishnayot* of the chapter on a positive note (*Tiferet Yisrael*).

## HALAKHA

**Pre-paid interest and interest paid later – רִבִּית מוּקְדֶּמֶת וּרְבִית מְאוּחֶרֶת:** In the case of one who seeks to borrow money from another and sends him a gift to persuade him to provide the loan, this is prohibited, as it is pre-paid interest. If he borrowed money, repaid him, and then gave him a gift, this is prohibited, as it is interest paid later. The Rema writes that if the borrower did not state that the gift was given due to the loan, giving the gift is not prohibited unless it was a large gift that was clearly given because of the loan, and it is as clear as if he had said this himself. The *Shakh* maintains that there is no dispute between the authorities concerning this, as it all depends on the particular circumstances (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 5:11–13; *Shulḥan Arukh*, *Yoreh De'a* 160:6).

**Verbal interest – רִבִּית דְּבָרִים:** The lender may not say to the borrower: Inform me if so-and-so arrives from such and such a place. Any verbal interest of this kind is prohibited (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 5:13; *Shulḥan Arukh*, *Yoreh De'a* 160:12, and in the comment of Rema).

**Violate a prohibition – עוֹבְרִין בְּלֹא תַעֲשֶׂה:** One must be careful with regard to interest, as by Torah law there are seven prohibitions concerning it. Not only the lender, but the borrower, the guarantor, and the witnesses all violate the prohibition of interest. The same applies to the scribe (*Shakh*, citing Rambam), as well as anyone who serves as a middleman in the transaction. The Rema, citing the Ran and the *Nimmukei Yosef*, states that all this applies only to interest by Torah law, but concerning interest prohibited by rabbinic law they transgress only the command: "And you shall not place a stumbling block before the blind" (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 4:2; *Shulḥan Arukh*, *Yoreh De'a* 160:1, and in the comment of Rema).

**To start greeting him – לְהַקְדִּים לוֹ שָׁלוֹם:** If the borrower was not accustomed to greeting the lender, he may not start to do so after the lender has granted him the loan, as stated in the *baraita* (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 5:12; *Shulḥan Arukh*, *Yoreh De'a* 160:11).

״וְאֵלּוּ עוֹבְרִין״. אָמַר אַבָּיֵי: מַלְוֶה עוֹבֵר בְּכוּלָּן, לְוֶה עוֹבֵר מִשּׁוּם ״לֹא תַשִּׁיךְ לְאָחִיךָ״, ״וּלְאָחִיךָ לֹא תַשִּׁיךְ״, ״וְלִפְנֵי עִוֵּר לֹא תִתֵּן מִכְשׁוֹל״; עָרֵב וְהָעֵדִים אֵין עוֹבְרִין אֶלָּא מִשּׁוּם ״לֹא תְשִׂימוּן עָלָיו נֶשֶׁךְ״.

§ The mishna teaches: **And these** people **violate** the prohibition of interest. **Abaye says:** The **lender violates all of them,** meaning all of the prohibitions listed in the mishna. The **borrower violates** the prohibition **of: "You shall not lend to your brother with interest"** (Deuteronomy 23:20), as he enables his brother to lend with interest. And they also violate the prohibition: "You may lend to a gentile with interest, but **to your brother you shall not lend with interest"** (Deuteronomy 23:21), as well as: **"And you shall not place a stumbling block before the blind"** (Leviticus 19:14). The **guarantor and the witness violate only: "Do not place interest upon him"** (Exodus 22:24).

תַּנְיָא, רַבִּי שִׁמְעוֹן אוֹמֵר: מַלְוֵי רִבִּית יוֹתֵר מִמַּה שֶּׁמַּרְוִיחִים – מַפְסִידִים, וְלֹא עוֹד אֶלָּא שֶׁמְּשִׁימִים מֹשֶׁה רַבֵּינוּ חָכָם וְתוֹרָתוֹ אֱמֶת. וְאוֹמְרִין: אִילּוּ הָיָה יוֹדֵעַ מֹשֶׁה רַבֵּינוּ שֶׁיִּהְיֶה רֶיוַח בַּדָּבָר לֹא הָיָה כּוֹתְבוֹ.

**It is taught** in a *baraita* that **Rabbi Shimon says: Those who lend** with **interest lose more than they gain,** as they will eventually be punished by God. **Moreover,** a loan of this kind desecrates the name of Heaven, **as they cause** it to seem that **Moses our teacher** is **a scholar**[N] **and his Torah** is **true.** This is a euphemism; Rabbi Shimon means that their actions make a mockery of Moses and his Torah. **And** this is because **they say: Had Moses our teacher known that there was a profit** involved **in the matter, he would not have written it** as a prohibition. Not only do they violate a mitzva but they also belittle the Torah.

כִּי אֲתָא רַב דִּימִי אֲמַר: מִנַּיִן לַנּוֹשֶׁה בַּחֲבֵירוֹ מָנֶה, וְיוֹדֵעַ שֶׁאֵין לוֹ, שֶׁאָסוּר לַעֲבוֹר לְפָנָיו? תַּלְמוּד לוֹמַר: ״לֹא תִהְיֶה לוֹ כְּנוֹשֶׁה״.

§ The Gemara cites further statements with regard to loans in general. **When Rav Dimi came** from Eretz Yisrael, he **said: From where** is it derived that with regard to **one who is owed one hundred dinars by another and knows that** the borrower **does not have** the funds to repay him, **that** it is **prohibited** for him **to pass before** the borrower,[H] so as not to embarrass the borrower and cause him discomfort? **The verse states: "Do not be to him as a creditor"** (Exodus 22:24). Even if he does not claim the debt from the borrower, his presence reminds the latter of the debt, which distresses him.

רַבִּי אַמִּי וְרַבִּי אַסִּי דְּאָמְרִי תַּרְוַיְיהוּ: כְּאִילּוּ דָּנוֹ בִּשְׁנֵי דִינִין, שֶׁנֶּאֱמַר: ״הִרְכַּבְתָּ אֱנוֹשׁ לְרֹאשֵׁנוּ בָּאנוּ בָאֵשׁ וּבַמָּיִם״.

**Rabbi Ami and Rabbi Asi both say** that if one upsets another in this way, it is **as though he sentences him to two** types **of punishments, as it is stated: "You have caused men to ride over our heads; we went through fire and through water"** (Psalms 66:12). As the one in control, a creditor is regarded as though he had brought the debtor through fire and water.

אָמַר רַב יְהוּדָה אָמַר רַב: כָּל מִי שֶׁיֵּשׁ לוֹ מָעוֹת, וּמַלְוֶה אוֹתָן שֶׁלֹּא בְּעֵדִים – עוֹבֵר מִשּׁוּם ״וְלִפְנֵי עִוֵּר לֹא תִתֵּן מִכְשׁוֹל״. וְרֵישׁ לָקִישׁ אָמַר: גּוֹרֵם קְלָלָה לְעַצְמוֹ, שֶׁנֶּאֱמַר: ״תֵּאָלַמְנָה שִׂפְתֵי שָׁקֶר הַדּוֹבְרוֹת עַל צַדִּיק עָתָק״.

§ **Rav Yehuda says** that **Rav says: Whoever has money and lends it not in** the presence of **witnesses violates** the prohibition of: **"And you shall not place a stumbling block before the blind"** (Leviticus 19:14), as this tempts the borrower not to repay his debt. **And Reish Lakish says: He bring a curse upon himself, as it is stated: "Let the lying lips be dumb, which speak arrogantly against the righteous,** with pride and contempt" (Psalms 31:19), as when the lender comes to claim his money without any proof, people will think he is falsely accusing the borrower, and they will end up cursing him.[H]

**NOTES**

**As they cause it to seem that Moses our teacher is a scholar – שֶׁמְּשִׁימִים מֹשֶׁה רַבֵּינוּ חָכָם:** This is a euphemism. It refers to a claim made more typically by lenders that lend with interest than other transgressors. They do not deny lending with interest, but explain that taking interest is merely an investment that provides profits, while imagining that Moses was unaware of this fact when transmitting God's Torah (Maharsha). The Rashash similarly explains that the statement: There was profit involved in the matter, also refers to the borrower, who was able to make use of the money. By contrast, some commentaries read this statement in a straightforward manner, that those who lend with interest will ultimately be punished with the loss of their possessions, at which point they will admit that Moses is a scholar and his Torah is true (*Anaf Yosef*).

**HALAKHA**

**It is prohibited to pass before a borrower who does not have – אָסוּר לַעֲבוֹר לִפְנֵי הַלָּוֶה שֶׁאֵין לוֹ:** A creditor may not present himself before one who owes him money if he knows that the debtor does not have the funds to repay the loan. This is in order to avoid scaring or shaming him. The prohibition applies even if he does not request repayment of the debt, and all the more so it applies if he does demand his money (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 8:3; *Shulḥan Arukh*, *Ḥoshen Mishpat* 97:2).

**One may not lend without witnesses – לֹא יַלְוֶה שֶׁלֹּא בְּעֵדִים:** It is prohibited to lend money, even to a Torah scholar, without the presence of witnesses. One may do so if he takes collateral, but it is better to lend with a promissory note. Whoever acts in this manner transgresses the prohibition "You shall not place a stumbling block before the blind" and brings a curse upon himself. It is stated in *Arukh HaShulḥan* that nowadays we are not careful about this matter, as we trust the borrower not to forget (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 2:7; *Shulḥan Arukh*, *Ḥoshen Mishpat* 70:1).

אֲמַרוּ לֵיהּ רַבָּנַן לְרַב אַשִׁי: קָא מְקַיְּים רַבִּינָא כָּל מַה דַּאֲמוּר רַבָּנַן. שְׁלַח לֵיהּ בַּהֲדֵי פַּנְיָא דְּמַעֲלֵי שַׁבְּתָא: לִישְׁדַּר לִי מָר עֲשָׂרָה זוּזֵי, דְּאִתְרְמִי לִי קְטִינָא דְּאַרְעָא לְמִזְבַּן. שְׁלַח לֵיהּ: נִיתֵּי מָר סָהֲדֵי, וְנִכְתַּב כְּתָבָא. שְׁלַח לֵיהּ: אֲפִילּוּ אֲנָא נַמִי? שְׁלַח לֵיהּ: כָּל שֶׁכֵּן מָר, דְּטָרִיד בְּגִירְסֵיהּ מִשְׁתְּלֵי וְגוֹרֵם קְלָלָה לְעַצְמֵי.

The Gemara cites a related incident: **The Sages said to Rav Ashi: Ravina fulfills all** of the directives **that the Sages say.** Seeking to test him, Rav Ashi **sent** a messenger **to him close to sunset on the eve of Shabbat,**[N] at the busiest time of the week, with the following request: **Let the Master send me ten dinars** as a loan, **as I have happened upon a small piece of land for an acquisition** and I need the money. Ravina **sent** a message **to him: Let the Master bring witnesses and we will write a written** document for this loan. Rav Ashi **sent** a message **to him: Even I, as well?** Do you suspect even me of shirking payment? Ravina **sent** a message **to him: All the more so** it is necessary to document a loan to **the Master, who is occupied with his studies** and therefore very likely **to forget,** and I will thereby **bring a curse upon myself.**

תָּנוּ רַבָּנַן: שְׁלֹשָׁה צוֹעֲקִין וְאֵינָן נַעֲנִין. וְאֵלּוּ הֵן: מִי שֶׁיֵּשׁ לוֹ מָעוֹת וּמַלְוֶה אוֹתָן שֶׁלֹּא בְּעֵדִים, וְהַקּוֹנֶה אָדוֹן לְעַצְמוֹ, וּמִי שֶׁאִשְׁתּוֹ מוֹשֶׁלֶת עָלָיו.

**The Sages taught** in a *baraita*: There are **three** who **cry** out **and are not answered,**[N] as they are responsible for their own troubles. **And they are: One who has money and lends it not in** the presence of **witnesses, and one who acquires a master for himself, and one whose wife rules over him.**[N]

קוֹנֶה אָדוֹן לְעַצְמוֹ מַאי הִיא? אִיכָּא דְּאָמְרִי: תּוֹלֶה נְכָסָיו בְּנָכְרִי; אִיכָּא דְּאָמְרִי: הַכּוֹתֵב נְכָסָיו לְבָנָיו בְּחַיָּיו; אִיכָּא דְּאָמְרִי: דְּבִישׁ לֵיהּ בְּהָא מָתָא וְלָא אָזֵיל לְמָתָא אַחֲרִיתָא.

The Gemara clarifies: One who **acquires a master for himself, what is it? There are** those **who say** that it is referring to one who **attributes his property to a gentile.**[N] He falsely claims that his possessions belong to a gentile in order to evade his obligations, thereby inviting the gentile to take advantage of this declaration. And **there are** those **who say** that it is referring to one **who writes** a document bequeathing **his property** as a gift **to his children in his lifetime,** as he becomes financially dependent on them. And **there are** those **who say that** it is referring to one **who has bad** fortune **in this town**[N] **but does not go to a different town.** He is consequently responsible for his own misfortunes.

הדרן עלך איזהו נשך

**NOTES**

**Close to sunset on the eve of Shabbat – בַּהֲדֵי פַּנְיָא דְּמַעֲלֵי שַׁבְּתָא:** Rav Ashi purposely chose a very busy time in order to examine whether he would still obey the directives of the Sages even under such constraints (Ya'avetz).

**Cry out and are not answered – צוֹעֲקִין וְאֵין נַעֲנִין:** According to Rashi, this refers to a cry before a court of men. Others explain that even the heavenly court does not heed their cries, as they have no one to blame for their plight but themselves (Rabbi Barukh HaSefaradi; *Shita Mekubbetzet*).

**One whose wife rules over him – מִי שֶׁאִשְׁתּוֹ מוֹשֶׁלֶת עָלָיו:** Rabbeinu Ḥananel and others explain that this refers to one who received a fortune from his wife's family when he married her, which is why she rules over him. This case is therefore similar to the other examples cited in this *baraita*.

**Attributes his property to a gentile – תּוֹלֶה נְכָסָיו בְּנָכְרִי:** The Ritva explains that he hides his property from the authorities by temporarily giving it to a gentile and later complains when the gentile refuses to give it back.

**Who has bad fortune in this town – דְּבִישׁ לֵיהּ בְּהָא מָתָא:** The Maharsha explains that this does not refer to one who acquires a master for himself but is another example of those who cry out without being answered. In *Ramat Shmuel* it is explained that one who has suffered misfortune in his hometown must presumably humble himself before others upon whom he is dependent, which is equivalent to having a master.