

OVERVIEW of the Daf

1) Clarifying R' Yosi's position (cont.)

The Gemara relates the incident of when the field's of Ravina surrounded Runia's field on all four sides and the matter was decided by Rava.

Another incident involving Runia and Ravina is recorded.

2) MISHNAH: The Mishnah discusses the responsibility to rebuild a collapsed wall.

3) Repaying a loan early

Reish Lakish asserts that people do not pay back loans early.

Abaye and Rava disagree and maintain that people will occasionally repay a loan before the due date.

An unsuccessful attempt is made to refute Reish Lakish.

An unsuccessful attempt is made to refute Abaye and Rava.

After citing the practice of different Amoraim, the Gemara rules in accordance with the position of Reish Lakish. Therefore, if a borrower dies before the due date of the loan the lender may collect from the orphans without taking an oath since it is presumed that the loan was not repaid.

The Gemara inquires whether a borrower who claims that he repaid the loan early is believed, if the lender did not seek repayment until after the loan was due. ■

REVIEW and Remember

1. How did Ravina demonstrate that Runia found the wall he built to be beneficial?

2. When is it necessary for a person to demonstrate that he paid for his portion of a wall?

3. Do people repay their loans early?

4. Explain the principle of **מה לי לשקר**.

Distinctive INSIGHT

In which case does a person wish to pay off a debt early?
 אבבי ורבא דאמרי תרווייהו עביד איניש דפרע בגו זימניה, זימנין דמתרמו ליה זוזי אמר איזיל איפרעיה כי היכי דלא ליטרדן

The Gemara relates a discussion regarding the law of a person who had agreed to pay back a loan at a specified time, and when the term expired, the borrower claimed that he had paid the loan back early, before it was due. Although we have a rule that a borrower is believed when he paid back the loan and no longer owes anything (**כופר (הכלל)**), in this case Reish Lakish states that the assumption is that a person does not pay money before he has to do so, and the borrower in this case is not believed. Abaye and Rava both say that a person sometimes does pay a loan before it is due. According to them, the assumption is that sometimes a person gets a hold of some cash, and he pays off his loan in order not to be under pressure at the due date, and in order to avoid being worried later when he might no longer have the cash available.

Tosafos (**ד"ה כי היכי**) pursues the line of reasoning of Abaye and Rava and compares this case to one found in a Mishnah in Bechoros (49a) where a father dies within the first thirty days of his firstborn's life. The Mishnah rules that we must assume that the father did not redeem his son early, and that the money for the infant's redemption must still be given to the kohen. Even if there was an element of doubt about it, the family of this newborn bechor could claim that the father might have paid some kohen before he died, and that the money is no longer owed. We see, notes Tosafos, that it is clear to us that a person does not pay off a debt early, and it is due to this certainty that the boy must still be redeemed. How is this different from our case where Abaye and Rava say that a person does pay off debts early?

Tosafos first suggests that a loan due to a specific lender causes the borrower to perceive the confrontation with him as an inevitable pressure. The borrower will pay off this loan early to avoid unpleasant pressure. Redemption of a firstborn, however, is not due to any specific kohen, and a father will not pay it early.

Tosafos rejects this approach, however, because the Gemara in Bava Metzia (102b) refers to the case from Bechoros in regard to whether a renter pays his rental fee before it is due. The case of rental clearly involves a specific owner to whom the rental fee is due. We see that

HALACHAH Highlight

Paying financial obligations before they come due

ואמר לו פרעתיך בתוך זמנו אינו נאמן

If he says that he paid back the loan before the due date – he is not believed

If a loan is made and the lender asks for the loan to be repaid before the due date of the loan, the borrower is not believed to claim that he already paid back the loan since there is a presumption that people do not repay their loans before the due date (חזקה אין אדם פורע בתוך זמנו).¹ Pischei Teshuvah² cites Teshuvah Shemen Rokeach who retells of a dispute amongst his contemporaries whether the principle that people do not repay their loans before the due date applies in the following scenario. Reuven asked Shimon to pay back a loan before the due date and Shimon responded that he was making small payments throughout the duration of the loan so that he would not have to face the huge burden of paying back the entire loan at the end of the term. After analysis of the relevant issues, he arrives at the conclusion that this principle does not apply in this case and Shimon's claim is not summarily rejected based on this principle.

Rema³ adds that an employee's salary is treated the same as a loan and there is a presumption that the employer did not pay the employee his salary before the end

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the Gemara considers the case of redemption of one's son as one where the father has an interest to pay early, and this must be due to his wishing to fulfill the mitzvah as early as possible.

Tosafos concludes that a person pays off a debt which is certainly going to be due (a loan), but not one that is less than certain (the son may die, and no redemption will be due). ■

of the term of employment. However, in the case of someone who hired a scribe to write a number of different pamphlets, each pamphlet is considered a separate term of employment. Therefore, as each pamphlet is completed it is considered as though one term of employment is complete and the scribe is beginning a new term of employment. The same principle would apply for any comparable employment arrangement. Rema⁴ also mentions that there is an opinion that holds that this presumption does not apply in the case of money that was given to someone as an investment. In such a case, even if there was an agreement how long Reuven would have possession of the invested funds, Reuven would, nonetheless, be believed to claim that he returned the money to his investor before the end of the term of the investment. ■

1. שו"ע חו"מ סי' ע"ח סעי' א'.
2. פת"ש שם סק"ב.
3. רמ"א שם.
4. רמ"א שם. ■

STORIES Off the Daf

One last merit

"ארבעה לצלא ארבעה לצללא..."

On today's daf we find that if one has dealings with a poor person he should not insist on his rights. It is more important to see to it that poor people have food to eat.¹ The lesson here is that we should do our utmost to ensure that we do not prevent the poor from attaining their minimal needs—whether they are materially or even spiritually impoverished.

Rav Shlomo Zalman Auerbach,

zt"l, told the following story: When Rav Shmuel Salant, zt"l, was Rav of Yerushalayim, a curious case came before him. An elderly man told him that his relatives abroad gave him money to live on, which paid all of his expenses. But these same relatives had completely left the path of Torah and mitzvos. When a certain talmid chacham heard about this, he pointed out that taking money from a person that had been raised in a frum home and had left the path of Torah to feed his ta'avos was far from a good thing and certainly not a segulah for long life. This talmid chacham had suggested that it would likely be better not to

take this money even if his life would become much more difficult.

The man who received the money was unsure what to do and consulted with Rav Shmuel, but the rav absolutely disagreed with this reasoning. "On the contrary; your unfortunate relatives have abandoned doing anything that gains them genuine merit and are spiritually destitute save this one last mitzvah: that they support an ehrlicher yid in Eretz Yisrael! And you want to deprive them of this as well?"² ■

1. ע' רבינו חתנאל, ושיטה מקובצת בשם ר"י מיגאש כאן בסוגיא
2. חכו ממתקים, ע' ק"י-ק"י"א ■