

## OVERVIEW of the Daf

### 1) Cracked and disqualified coins (cont.)

The Gemara responds to the challenge against R' Ashi's suggestion to distinguish between produce being cheaper due to the greater silver content in the new coins or due to other market conditions.

### 2) Destroying a friend's coin

Rabbah rules that one who throws a friend's coin in the sea is not liable since he can tell the owner of the coin, "It is right there, just take it."

Two qualifications to this ruling are added.

Rava unsuccessfully challenges this ruling.

Rabbah rules that one who rubs off the image of a friend's coin is not liable.

A qualification to this ruling is presented.

Rava unsuccessfully challenges this ruling.

Rabbah rules that one who nicks the ear of his friend's cow is not liable because it is not considered that he damaged the cow.

Rava unsuccessfully challenges this ruling.

Rabbah rules that one who destroys his friend's loan document is not liable to pay because he only destroyed the paper.

Rami bar Chama unsuccessfully challenges this ruling.

R' Dimi bar Chanina suggests that Rabbah's rulings relate to the dispute whether something that is a cause of money is the same as money.

R' Huna the son of R' Yehoshua rejects this parallel.

Ameimar asserts that Rabbah's ruling related to burning a loan document revolves around the issue of דניא דגרמי.

A related incident is recorded.

### 3) "Behold, what is yours is before you"

R' Chisda suggests that the Mishnah that maintains that

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## REVIEW and Remember

- Under what conditions is a person exempt for throwing a friend's coin into the sea?
- Why is a person who burns a loan document for a friend exempt from paying the value of the loan?
- What is the principle that could allow collection of the full value of the loan document that was burned?
- Explain אומן קונה בשבח כלי.

## Distinctive INSIGHT

### Rav Ashi enforces payment of גרמי

הוה עובדא וכפייה רפרם לרב אשי ואגבי ביה כי כשורא לצלמא

Ameimar says that burning and destroying someone's loan document is a case whose ruling would hinge on whether we judge cases of גרמי. This means that if someone contributes to a direct circumstance which leads to damage, is the person liable to pay for the damage? R' Meir (later, 100a) is the one who says that we do enforce collection for דניא דגרמי. Rashi understands that Ameimar is telling us that according to R' Meir, if someone burns someone's loan document, he must pay the lender the entire amount which was recorded in the document (assuming that the loan will now, without the document, not be able to be collected from the borrower). Rosh (Teshuvos, Klal 69:1) explains that he does not pay the full face-value of the loan, but only the amount for which the document can be sold in the market. This would reflect a slight discount, as a buyer would have the expense of actual collection, as well as the risk of the loan not being able to be collected. This is also the ruling of ש"ך (C.M. 386:#14).

Ameimar also notes that according to the opinion which does not judge cases of גרמי, the one who burned the document will only have to pay for the paper which he destroyed, but not for the loss of the loan, as this is only an incidental damage.

The Gemara reports that an actual case occurred, and Rafram compelled Rav Ashi to pay the full value, in accordance with the opinion of R' Meir. Rashi deals with the question of why Rav Ashi would cause damage to someone's property and why he would have to be forced to comply with the halacha. He explains that Rav Ashi destroyed this document when he was a young boy, but the ruling was issued when Rav Ashi was an adult. This explains why (Rav) Ashi caused the damage in the first place, but we must still understand, though, why Rav Ashi needed to be compelled to comply with the ruling.

Sefer אהרן בית explains that Rav Ashi held that גרמא is not liable, and he did not want to be held responsible as an adult to pay for damage that he did as a child. Rafram, however, required him to pay the full amount of the loan.

Shitta Mikubetzes writes that the case was not where Rav Ashi caused the damage, but rather where he was approached to rule in a case of a document which was burned. Rav Ashi wanted to have the person pay only for the value of the paper, as he held that we do not collect in cases of גרמי. Rafram, who was older than Rav Ashi, was present, and he insisted that Rav Ashi rule that the payment should be for the entire amount of the loan. ■

# HALACHAH Highlight

## Destroying stolen chometz

גזל חמץ לפני פסח ובא אחר ושרפו וכו'

If someone stole chometz before Pesach and someone came and burned it etc.

Later authorities dispute the halachic implication of the verse (Shemos 13:7), "לא יראה לך שאור"—"Leaven should not be seen in your possession." The Gemara explains that the meaning of the verse is that one is restricted from possessing his own chometz but it is permitted to have possession of other people's chometz. Magen Avrohom<sup>1</sup> explains that the verse refers to the chometz of another Jew, meaning, one is permitted to have possession of chometz that belongs to another Jew as long as he does not accept liability for that chometz. Gra<sup>2</sup> disagrees and asserts that the verse only allows a Jew to have possession of chometz that belongs to a gentile but if one has possession of chometz that belongs to a Jew he violates the Biblical prohibition against owning chometz. Seemingly, our Gemara supports Gra's position since our Gemara teaches that every person is instructed to destroy chometz even if it belongs to another Jew.

Tzlach<sup>3</sup> explains that when the Gemara states that everyone is obligated to destroy chometz the intent was not to teach that one Jew violates the prohibition of **בל יראה** for chometz that belongs to another Jew; rather the intent was that every Jew should express concern that the owner should not violate the prohibition against **בל יראה**. Therefore, if one destroys chometz that belongs to a friend he is exempt, even though it was stolen, since he is instructed by the Torah to take the necessary steps to assist his friend from violating **בל יראה**.

Teshuvos Binyan Shlomo<sup>4</sup> suggests that there is a difference between the prohibition of **בל יראה** and the obligation to destroy chometz from one's home. Regarding the prohibition of

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one can say, "Behold, what is yours is before you," even for items that became prohibited for benefit reflects the opinion of R' Yaakov.

Rabbah rejects this assertion and explains the dispute between R' Yaakov and Rabanan in a different manner.

A related incident is recorded.

A contradiction between the Baraisa just cited and the Mishnah regarding the extent of liability for fruits that rot is noted.

R' Pappa resolves the contradiction.

4) **MISHNAH:** The Mishnah discusses different cases of workers who ruin the objects that were given to them to repair and whether they are liable.

### 5) Liability of a craftsman

R' Assi asserts that a craftsman is not liable if he was given wood to build something, which he did, and then broke that item since he acquired the improvement to the utensil (אומן קונה בשבח כלי).

This qualification is unsuccessfully challenged.

Support for the Gemara's answer is suggested.

This assertion is rejected. ■

the Torah uses the possessive **לך** to indicate that one is prohibited from possessing his own chometz but the prohibition does not include possession of chometz that belongs to others. In contrast, when the Torah presents the obligation to destroy chometz it does not use a possessive form which means that one is obligated to destroy any chometz that is one's possession even if it belongs to a friend. Thus, a thief who destroys the stolen chometz is not liable since the mitzvah to destroy chometz compels him to destroy the chometz. ■

1. מג"א סי' תמ"ג סק"ה

2. גר"א שם ד"ה ואם

3. צל"ח לפסחים כ"ט ד"ה באמת

# STORIES Off the Daf

## Chometz past Pesach

חמץ שעבר הפסח

Today's daf discusses chometz that remained in Jewish possession through Pesach.

One renegade Jew and his non-Jewish business partner once purchased a huge amount of chometz before Pesach. The Jew did not even bother to do mechiras chametz, so the entire consignment was presumably prohibited.

After Pesach the two partners split the produce which each of them offered for sale at a very reasonable price. Various observant Jewish merchants wished to buy the chometz from these two partners but were apprehensive since they did not wish to violate the rabbinic prohibition against deriving any benefit from **חמץ שעבר הפסח**.

They asked the Sha'agas Aryeh, zt"l, two questions: "May we buy at least the non-Jew's share of the goods? And perhaps we can even buy the Jew's share as well?"

The Sha'agas Aryeh answered, "You may definitely purchase the non-Jew's share since we hold that we can draw dis-

inction in portions of ownership when it comes to rabbinic prohibitions. As far as the Jew's share is concerned, this is a bit more complicated since it is a machlokes Rishonim... Yet we rule like Tosafos that when the chachamim said there is breirah in rabbinical matters this is a leniency, and is not meant to be a chumrah. This means that we also look at the second part of the merchandise leniently, as though the Jew's share might be made up entirely of the non-Jews' chometz and be permitted. Since this is rabbinic, we can be lenient regarding the share of both."<sup>1</sup> ■

1. שו"ת שאגת אראיה ס' פ"ט וס' צ'