

## OVERVIEW of the Daf

1) **MISHNAH (cont.):** Further details about halachos of אונאה as they relate to eroded coins are presented.

### 2) Eroded coins

The Gemara notes a contradiction between our Mishnah and a Baraisa concerning the point at which an eroded coin is unfit for use.

R' Pappa resolves the contradiction.

The Gemara wonders why אונאה is measured differently for objects than it is for coins.

Rava offers one explanation and Abaye offers another.

A Baraisa presents different opinions regarding the degree to which a coin could erode and still be acceptable currency. The Baraisa continues with a discussion of the point when one is no longer permitted to retain an eroded coin.

Abaye resolves what was thought to be a discrepancy between the degree of erosion of different coins.

Rava cites support for Abaye's explanation.

The reason the Baraisa frames the dinar in terms of shekalim is explained which turns out to be a support for a ruling of R' Ami.

Abaye offers one explanation for a difficult ruling of the Baraisa. Rava challenges this explanation and offers his own explanation.

R' Huna and R' Ami disagree whether a sela coin that eroded but remained larger than a shekel may be retained.

Two unsuccessful challenges to R' Huna's position are presented.

A contradiction between two Baraisos is noted regarding whether it is permitted to drill a hole in an eroded coin.

R' Elazar offers a resolution to the contradiction.

### 3) Returning defective coins

The Gemara wonders why the Mishnah distinguishes between coins and other merchandise concerning the timeframe

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## REVIEW and Remember

1. What is the difference between אונאה of a garment and אונאה of a coin?
2. Why is it prohibited to retain possession of a coin that eroded?
3. Is one obligated to exchange a deficient coin after twelve months?
4. What earns one the title נפש רעה?

## Distinctive INSIGHT

*The distinction between overpayment for coins and for clothing*  
 דאמרי אינשי עשיק לגביך ושוי לכרסיך

The Mishnah (51b-52a) discusses the degree to which a coin is deficient in order for the law of אונאה to apply. Here, we find a three-way dispute. R' Meir says that for אונאה to apply, the coin must be lacking 1/24 of its value, R' Yehuda holds that the limit is 1/12 of the value of the coin, and R' Shimon contends that the amount allowed is up to 1/6 of the value of the coin. The Gemara notes that in the earlier Mishnah (49b) which discusses overcharging for items other than coins, we do not find these three opinions. The only number given there is one-sixth. This leads to the obvious question, "Why is the law regarding a garment different in that we do not find these three opinions?"

Abaye answers that overpayment for clothing is different than it is for coins, as all opinions agree that regarding clothing, a buyer will dismiss his claim against being overcharged until the amount is at 1/6 the value of the garment. In other words, no one is concerned when he pays a small percentage over the actual cost of clothing, because, as people are accustomed to say, "Overpay for your back, but pay the actual worth for your stomach." Rashi explains that this means that for clothing, which is for covering one's body, it is worthwhile to pay a bit extra. Therefore we do not begin to calculate overcharges until we are at a level of 1/6 over the price.

Tosafos (ד"ה עשיק) and other Rishonim note that this answer only accounts for one's willingness to pay a bit extra for clothing, but not to any other commodity. In fact, the words of Abaye themselves differentiate not between coins and clothes, but between clothes and food, and that people are only willing to pay the actual value for food. Why, then, do we not find the full array of the various opinions in regard to items other than clothing? And even in reference to clothing itself, the words of Abaye only account for a situation where the seller overcharged the buyer. However, where the buyer underpaid, why should the issue of אונאה not be a problem even for amounts less than one-sixth?

Tosafos answers that the system here uses a פלוג, meaning that we do not make differentiations between cases to this extent. Once we account for the limit of one-sixth, we do not distinguish between clothing, where the reason applies, and fruits, although the reason of being willing to pay extra technically does not apply. We also do not differentiate between where the price was higher, where the reason applies and the buyer will be agreeable to pay extra, and where the price was too low, although the seller has no reason to waive his rights to claim he was underpaid.

Tosafos also notes that the main answer of Abaye is his next response, that coins specifically are unique, where even small discrepancies in value are problematic, as opposed to all other items. ■

## HALACHAH Highlight

### *A lender who claims he was repaid with a counterfeit coin*

אם היה מכירה אפי' לאחר שנים עשר חודש מקבלה הימנו

*If he recognized it (the defective coin) he would accept it back even after twelve months*

**R**euvan repaid the money that Shimon had lent to him. Sometime later Shimon claimed that one of the coins Reuven gave him was counterfeit and he wanted Reuven to replace that coin. Taz<sup>1</sup> reports that there was a disagreement whether Reuven is obligated to provide Shimon with another coin. Some scholars claimed that this case is similar to the case of a borrower who does not recall whether he paid his loan since Reuven does not know whether or not he gave Shimon a counterfeit coin. In that case halacha obligates him to pay his lender, so too in our case Reuven should be obligated to provide Shimon with a replacement for the counterfeit coin. Others argued that the case is more similar to one who claims that he does not know if he ever owed money in the first place since in this case, as far as Reuven knows, he gave Shimon a usable coin. If this parallel is correct Reuven would not be obligated to replace the counterfeit coin.

Taz ruled that Reuven is exempt from replacing the counterfeit coin and provides the following rationale. The reason one who claims that he does not know whether he ever incurred a debt is exempt from payment is that the presumption (חזקה) that preceded the doubt, namely that there was no debt, instructs us to assume that the presumption is ongoing unless there is evidence that that presumption changed. Similarly, since the majority of coins are not assumed to be counterfeit the presumption tells us that Reuven used a valid coin and therefore Shimon's claim is akin to claiming a new debt

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in which the defective item could be returned.

Abaye offers one resolution and Rava offers a second.

The Gemara inquires about the location of the Mishnah's ruling related to accepting back a defective coin.

R' Chisda asserts that the Mishnah's ruling that the coin should be accepted back even after twelve months was said in reference to those who are exceptionally pious.

This explanation is unsuccessfully challenged.

#### 4) Accepting eroded coins for payment

R' Pappa infers from the Mishnah that one who does not accept an eroded coin is called a נפש רעה.

It is noted that this supports a ruling of Chizkiyah.

Chizkiyah's ruling is modified.

#### 5) Deconsecrating ma'aser sheni worth less than a perutah

Chizkiya rules that someone whose ma'aser sheni is worth less than a perutah should declare that the ma'aser sheni and its fifth should be deconsecrated on ma'aser sheni money he already has in his possession.

The Gemara begins to challenge this ruling from a Mishnah in Bikkurim. ■

and Shimon has the burden of proof that Reuven gave him a counterfeit coin.

Pischei Teshuva<sup>2</sup> cites other authorities who disagree with Taz and maintain that Reuven is obligated to replace the counterfeit coin. The rationale for this position is that Reuven agrees that he borrowed money from Shimon and the only way he can exempt himself from further responsibility is if he can demonstrate definitively that the loan was paid in full. If there is a doubt regarding that matter he remains in the position of not knowing whether he paid the loan and the burden of proof falls on his shoulders to demonstrate that he paid his debt in full. ■

1. ט"ז חר"מ סי' ע"ה בסוף הסימן ■

## STORIES Off the Daf

### *Honesty, the only policy*

כאן מן הדף... לא ימכרנה לא לתגר

**W**e find on today's daf that a person in possession of a blemished coin must be ever vigilant to ensure that it not be misused by a deceitful or wicked person.

The Chavas Da'as, זת"ל, was experienced in business from his youth. He knew all the tricks and equivocations people did, often violating clear halachos for a small gain. It is no wonder that in his long will he warned his children against

such sharp business practices.

He wrote, "I also warn you, if you have some business to conduct with a person who you feel does not fully understand what he is getting himself into, you must explain to him all the details of the transaction before he obligates himself. You must not say to yourselves, 'What difference does his lack of comprehension make to me if he is clearly willing to sign?'"

"Such thoughts should not even enter your head since you can violate **לא תונו** with the greatest of ease. And even if technically you do not violate this prohibition, what about the often quoted, yet more often ignored verse: **ואהבת לרעך**

כמוך?

"Instead of tricking someone into doing what he may not wish to do, act with honesty and integrity... Be very careful never to borrow more than money than you have since Hashem can help you earn a profit whether you have a large sum of money to invest or a small sum. Even if you see with your own eyes that your capital is so small that you cannot possibly make a profit, you should not borrow. Better to take a partner who invests his money and receives half of all profits then to borrow money in the hopes of making it back."<sup>1</sup> ■

1. צוואת החוות דעת סעיף כ"ד