



Produced by Rabbi Avrohom Adler, Kollel Boker Beachwood

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**Moshe Raphael ben Yehoshua (Morris Stadtmauer) o”h**

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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

### **Meaning of Pruzbul**

The Gemora asks: What is the meaning of the word pruzbul?

Rav Chisda says: The benefit (prus) of the bulei and the butei. Bulei means the rich, as it is written: *And I will break the pride of your power*, and Rav Yosef taught a Baraisa: These are the bulaos (rich people) in Judah. Butei means the poor, as it is written: *You shall surely lend him*.

Rava asked a certain foreigner: What is the meaning of pruzbul (as he heard him mentioning the term)? He replied: The adjustment of the matter. (36b3 – 37a1)

### **Pruzbul for Orphans**

Rav Yehudah said in the name of Shmuel: Orphans do not require a pruzbul. Rami bar Chama learned like this as well: Orphans do not require a pruzbul, because Rabban Gamliel and his *Beis Din* are the parents of orphans. (37a1)

### **Pruzbul only with Land**

We learned in a *Mishnah*: A pruzbul is not made out unless the borrower has some land. [*The Rabbinical establishment of a pruzbul is only for a usual case, and since, generally, one did not lend money to someone who did not possess land, a pruzbul cannot be written in such a case.*] If he has none, the creditor can give him ownership (*through a third party*) from any amount of his own land (*and then a pruzbul may be written*).

And how much is “any amount”? Rav Chiya bar Ashi said in the name of Rav: Even land the size of a cabbage stalk is sufficient.

Rav Yehudah said: Even if the creditor lends him a place sufficient for the borrower to put his stove or oven, a pruzbul may be written because of it.

The Gemora asks: Is this so? Has not Hillel (*the Amora*) taught us a Baraisa: A pruzbul may be written only if the borrower has a perforated pot. We may infer that if it has a hole, a pruzbul may be written, but otherwise not! Now why should this be, seeing that the place it occupies belongs to the borrower (*at least enough for him to put his things there*)?

The Gemora answers: This Baraisa refers to a case where the pot rests on some pegs.

Rav Ashi would transfer the trunk of a date tree to the borrower and then write a pruzbul for him.

The scholars studying in the Beis Medrash of Rav Ashi used to submit their words to each other. [*They wouldn’t actually write a pruzbul; they would say the words written in the pruzbul to each other.*]

Rabbi Yonasan submitted his words to Rabbi Chiya bar Abba. He asked, “Do I require anything more?” Rabbi Chiya bar Abba replied, “You do not.”

The *Gemora* cites a *Baraisa*: If the borrower has no land but the guarantor has land, a *pruzbul* may be written for him. If neither he nor his guarantor has land, but the borrower's debtor has land, a *pruzbul* may be written for him. This is based on the ruling of Rabbi Nassan, as it has been taught in a *Baraisa*: Rabbi Nassan said: How do we know that if one has a claim of a *maneh* against his fellow and that fellow against another fellow, we will take out a *maneh* from this one (*the debtor's debtor*) and give it to that one (*the original creditor*)? It is written: *And he shall give it to the one to whom he is guilty.* (37a1 – 37a2)

### **Shemittah with a Loan Document**

We learned in a *Mishnah*: The *shemittah* year cancels a debt, whether the money was loaned with a document or not.

Both Rav and Shmuel explain that "with a document" here means that the borrower has given a lien on his property for the debt and "without a document" means that he has given no lien. And certainly *shemittah* cancels a debt contracted verbally. Rabbi Yochanan and Rabbi Shimon ben Lakish, however, explain that "with a document" means that the borrower has not given a lien on his property for the debt and "without a document" means a debt contracted verbally. A document which secures a lien, however, is not cancelled (*since it is regarded as if it was paid up already*).

The *Gemora* cites a *Baraisa* in agreement with Rabbi Yochanan and Rabbi Shimon ben Lakish: A note for a debt is cancelled by *shemittah*, but if it secures a lien, it is not cancelled.

It has further been taught in a *Baraisa*: If the debtor has specified a certain field to the lender (as security) for his loan, it is not cancelled. And not only that: Even if he (the borrower) writes, "All my property is pledged and secured for you," it is not cancelled.

The *Gemora* records an incident: A relative of Rav Assi had a loan document containing a lien clause on his property. He came before Rav Assi and asked him, "Is this cancelled by *shemittah* or not?" He replied, "It is not cancelled." He left him and went to Rabbi Yochanan and asked him the same question. Rabbi Yochanan replied, "It is cancelled." Rav Assi then went to Rabbi Yochanan and asked him, "Is it cancelled or not?" He replied, "It is cancelled." Rav Assi asked him, "But you yourself said that such a loan document is not cancelled?" Rabbi Yochanan replied, "Because we have a certain opinion, shall we practice stringently (*to take away someone's money*) based upon it?" Rav Assi said, "But there is a *Baraisa* in support of your opinion?" Rabbi Yochanan replied, "Perhaps that is in accordance with Beis Shamai, who holds that a document which is ready to be collected is regarded like one which has already been collected." (37a2 – 37a3)

### **Collateral**

The *Gemora* cites a *Mishnah*: If a man lends money to his fellow on collateral or if he hands over his loan documents to a *Beis Din*, the debts are not cancelled by *shemittah*.

It is understandable in the latter case, because it is the *Beis Din* which is holding the debt (*and they have the authority to confiscate money*). But, the *Gemora* asks, why should it be so in the case of a loan given on collateral?

Rava answers: It is because the lender is already in possession of it (*and he does not have to press the borrower for the loan*).

Abaye said to him: If that is so, then if a man lends money to his fellow and lives in his courtyard (*as collateral*), in which case he is also in possession, is the debt in this case also not cancelled (*and yet we know that it is indeed cancelled*)!?

Rava replied: A collateral is different, because the lender becomes also its owner, according to the teaching of Rabbi Yitzchak, who said: A Jew who takes collateral from another Jew is considered as acquiring the collateral even before the borrower defaults. This is why the verse states that he is giving “*tzedakah*” – “charity” if the lender gives the borrower his collateral to use from time to time when he needs it. If he is not the owner, what charity is there in restoring the collateral? [*Since he is regarded as the owner, the debt is not cancelled, for it is regarded as if it has been already paid. In the case where he dwells in his courtyard, however, he is not regarded as the owner and therefore the debt is cancelled by shemita.*] (37a4)

#### **Repaying the Debt Anyway**

The *Gemora* cites a *Mishnah*: If a man repays to his fellow money which he owes him during *shemita* (during the time that the laws of *shemita* apply; it cannot be referring to the *shemita* year itself, for the debt then would still be in force, for the *halachah* is that the loans are cancelled upon the conclusion of *shemita*), the lender should say to him, “I relinquish it.” If the borrower says, “Nevertheless, take it,” he may take it from him. This is based upon the verse: *And this is the word of the relinquishment.* [*We derive from here that the lender must state that he relinquishes the debt; if the borrower still wants to pay, he may do so.*]

Rabbah said: The creditor may tie him up (to a tree) until he agrees to pay (once he displayed his intent to pay back the debt).

Abaye asked from the following *Baraisa*: When the borrower offers him the money, he should not say, “This is in payment for the debt,” but rather, he should say, “It is my money, but I am giving you a gift. [*Evidently, he cannot force him in any manner to repay the debt; it must given as a gift!?*]

Rabbah replied: He ties him up until he agrees to give the money as a gift.

Abba bar Marta, who was the same as Abba bar Manyumi, owed money to Rabbah. He brought it to him after *shemita*. Rabbah said, “I relinquish it.” Abba bar Marta took it and went away. Abaye afterwards found Rabbah looking sad. He asked him, “Why are you sad?” He told him what had happened. So Abaye went to Abba bar Marta and said to him, “Did you bring money to Rabbah?” He replied, “Yes, I did.” Abaye said, “And what did he say to you?” Abba bar Marta said, “He told me that he relinquished it.” Abaye asked him, “And did you say to him, ‘Nevertheless, take it?’” He replied, “I did not.” Abaye said to him, “If you had said to him, ‘Nevertheless, take it,’ he would have taken it. Now go and offer it to him and say, ‘I want to anyway give you the money.’” He went and offered it to him, and he said, “I want you to take it.” Rabbah took it from him and said, “This rabbinical student did not have the sense to say in the beginning, ‘Take the money anyway.’” (37a4 – 37b1)

#### **Lost the *Pruzbul***

Rav Yehudah said in the name of Rav Nachman: A person is trusted to say, “I had a *pruzbul* and I lost it.” What is the reason? Since the Rabbis have instituted a *pruzbul*, a man would not leave that which is permissible and eat that which is forbidden.

When such creditors would come before Rav, he said to them, “Did you have a *pruzbul* and lose it?” This is a case where we apply the verse: *Open your mouth for the mute.*

The *Gemora* cites a *Mishnah* challenging this: And similarly, if a creditor produced a loan document and not a *pruzbul*, then these shall not be paid!?

The *Gemora* answers that this indeed is a matter of a *Tannaic* dispute, for we learned in a *Baraisa*: If a creditor

produced a loan document, he must produce a *pruzbul* as well. The *Chachamim* said: This is not necessary. (37b2)

### **Mishnah**

If a Canaanite slave was taken captive and a Jew ransomed him, if he was ransomed for the purpose of being a slave, he is enslaved. If, however, he was ransomed for the purpose of becoming free, he is not enslaved. Rabban Shimon ben Gamliel said: It makes no difference what the purpose of the ransom was for; he can anyway be enslaved. (37b2)

### **Did the Owner Give up Hope?**

The *Gemora* asks: What is the case in which we are dealing? If you shall say that he was ransomed before the owner of the slave had given up hope of recovering him, even if he is ransomed for the purpose of becoming a free man, why should he not be enslaved (*he still belongs to the original owner*)? And if you will say then that it was after the owner had given up hope of recovering him, then even if he is ransomed for the purpose of being a slave, why should he be enslaved (*his master has given up hope*)?

Abaye answers: The *Mishnah* is dealing with a case in which the master has not yet given up hope. If he is ransomed for the purpose of being a slave, he is enslaved by the first master. If he is ransomed for the purpose of becoming a free man, he is no longer enslaved either to the first master or to the second. He is not enslaved to the second, because he ransomed him to become a free man. He is not enslaved to the first because if people would know that he will be going back to slavery, perhaps they will refrain from ransoming him. Rabban Shimon ben Gamliel said: It makes no difference what the purpose of the ransom was for; he can anyway be enslaved. Abaye explains that since he holds that just as it is a *mitzvah* to ransom free men, so too, it is a *mitzvah* to ransom slaves (*and therefore they will ransom them anyway*).

Rava answers: The *Mishnah* is dealing with a case in which the master has not yet given up hope. If he is ransomed for the purpose of being a slave, he is enslaved by the second master. If he is ransomed for the purpose of becoming a free man, he is no longer enslaved either to the first master or to the second. He is not enslaved to the second, because he ransomed him to become a free man. He is not enslaved to the first, because he has given up hope of recovering him. Rabban Shimon ben Gamliel said: It makes no difference what the purpose of the ransom was for; he can anyway be enslaved. Rava explains that this can be understood because of that which Chizkiyah said: Why was it said that in either case he should go back to slavery? It is so in order to ensure that slaves should not go and throw themselves into the hands of bandits and free themselves from their masters.

The *Gemora* asks on Rava from the following *Baraisa*: Rabban Shimon ben Gamliel said to them: Just as it is a *mitzvah* to redeem free men, so too, it is a *mitzvah* to redeem slaves. Now if we adopt the view of Abaye that the case is where the owner has not yet given up hope of recovering the slave, we can understand why Rabban Shimon ben Gamliel said, "Just as etc." However, according to the view of Rava, that the case is one where the owner has given up hope, why does Rabban Shimon ben Gamliel say, "Just as etc."? [*That is not his reasoning for arguing!*] His reason is based upon Chizkiyah!?

Rava would respond as follows: Rabban Shimon ben Gamliel was not certain as to the case that the Rabbis were discussing, and he argued with them as follows: If you are speaking of the case where the owner has not yet given up hope, then I say "Just as etc." and if you are speaking of a case where he has given up hope, then I apply that which Chizkiyah stated. (37b2 – 37b4)



## INSIGHTS TO THE DAF

### ***Mechanics of a Pruzbul***

We learned in a *Mishnah*: A *pruzbul* is not made out unless the borrower has some land. If he has none, the creditor can give him ownership (*through a third party*) from any amount of his own land (*and then a pruzbul may be written*).

Rav Chiya bar Ashi said in the name of Rav: Even land the size of a carob stalk is sufficient.

Rav Yehudah said: Even if the creditor only lends him a place sufficient for the borrower to put his stove or oven, a *pruzbul* may be written because of it.

Rashi explains that the Rabbinical establishment of a *pruzbul* is only for a usual case, and since, generally, one did not lend money to someone who did not possess land, a *pruzbul* cannot be written in such a case.

The Rashba asks on Rashi: Is the case where the creditor lends the debtor land in order to collect from considered a usual case? Why there did we allow a *pruzbul* to be written? He explains that the Rabbis did not differentiate between the cases, and as long as the debtor has some property, a *pruzbul* may be written.

The Tumim (67:22) writes that it would seem from Rashi that the debtor is required to have land at the time of the loan, for then, it will be usual for the creditor to lend him money. However, there is no necessity for him to have land at the time that the *pruzbul* is being written! This, he states, is bewildering, for the primary reason for the land is that the creditor should have what to collect from!?

He answers that this case would also be an unusual one. For it is not common for a debtor to have land at the time of the loan and afterwards sell it, for there will not be many purchasers interested in buying land that is pledged

to a creditor. Therefore, the presumption is that if he had land at the time of the loan, he would still have land at the time the *pruzbul* is being written.

Accordingly, the Tumim concludes, that if the loan would be a verbal one, and there is no land to collect from, it is not considered a usual case and a *pruzbul* would not be written.

The Rash explains differently. He states that a *pruzbul* is written only when the debtor has land, for then, the debt is regarded as if it has been already collected. This is comparable to the case where he lent with a collateral, where in that case, *shemita* does not cancel the loan for that very same reason.

The Rashbam in Bava Basra (66a) also explains like that, but he adds that when the debtor has land, it not completely regarded as if it is paid already like the collateral case; rather, it appears as if there is a security on the loan. If there would be a collateral, *shemita* would not cancel the debt according to the Biblical law. The *Chachamim* did not want to establish this institution in a manner that appeared as if they were uprooting a halachah from the Torah.

The Ran writes that there is an apparent distinction between the two explanations. According to the Rash, it would be necessary for the debtor to possess the land at the conclusion of *shemita*, for then is when the loan would be cancelled. According to Rashi, it is only necessary for the debtor to possess land in the beginning, for then it is a usual circumstance, and a *pruzbul* may be written.

### **DAILY MASHAL**

Nachlas Tzvi cites a story regarding bitachon. Once a chasid of Rav Mendel M'Kotzk, zl, came before the rebbe, imploring him to intercede with the Almighty on his behalf. His daughters had reached marriageable age, and



he had no funds with which to marry them off. Immediately, the Kotzker Rebbe took a piece of paper and wrote a letter to a well-known philanthropist, Reb Moshe Chaim Rottenberg, requesting that he assist in marrying off the poor man's daughters.

The poor man could not thank the Rebbe enough. He borrowed money for the fare and traveled to the wealthy man's city to ask him for help. After much trial and travail he arrived in the city. Obtaining directions, he presented himself to Reb Moshe Chaim with the letter of appeal from the Kotzker. Reb Moshe Chaim read the letter with the greatest passion, manifesting a deep sense of reverence for the Rebbe's impassioned plea to help the poor man who stood before him. With incredible enthusiasm, he stood up from his chair and went over to his cabinet and took out two rusty copper coins, giving them to the poor man.

One cannot begin to imagine the immense depression and sense of dejection that immediately enveloped the poor man. He came here in the hope that his prayers would be answered, and he was leaving with these coins that were not even sufficient to cover his traveling expenses. How could this happen to him? What would he do now? As he was walking slowly down the street, broken-hearted and dispirited, he reminded himself of the Kotzker's lectures regarding bitachon, trust, in Hashem. After awhile, he came to realize that to trust in man is futile. One must place his entire trust in Hashem with the hope that he will be worthy of His favor. Indeed, he became ashamed of his behavior. Imagine, traveling this entire distance - for what? For a couple of rusty rubles? Where was his trust in Hashem?

Suddenly, he heard the sound of an approaching carriage. He turned around and saw that the wealthy man whose house he recently left, the "major benefactor" who was "supposed" to have helped him, was coming up behind him. He moved over to let the carriage pass, when it

stopped right in front of him. The doors of the carriage swung open wide, and Reb Moshe Chaim leapt down. With a great big smile, he reached out to the poor man with a large bag filled with gold coins. He explained, "When you came to me earlier with the letter from the holy Kotzker, you indicated that you were placing your entire trust in the letter. Your bitachon in the Almighty vanished into thin air. You thought all of your problems were solved. You had the letter, I had the money - you were all set. What about Hashem? Did you forget about Him? I, therefore, sent you away with practically nothing, so that you would begin to think and realize that the only source of sustenance is Hashem. We are merely His agents. Now I am giving you the money to marry off your daughters, because you have realized from where this money really originates."

#### QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF to refresh your memory

Q: Who is permitted to sign on a document with a mere mark (*a letter or a picture*)?

A: Only the *Rabbanan*, whose marks are well known.

Q: How could Hillel have the authority to establish a *pruzbul* if Biblically, *shemita* should cancel the loan?

A: Abaye – only according to Rebbe, who holds that *shemita* nowadays is only Rabbinical. Rava – for *Beis Din* has the right to confiscate property.

Q: Did Hillel establish a *pruzbul* for all generations or only his own?

A: The *Gemora* leaves this question unresolved.