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DAF Notes
Insights into the Daily Daf
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Pesachim Daf 31

Daf Notes is currently being dedicated to the neshamah of

Tzvi Gershon Ben Yoel (Harvey Felsen) o"h

May the studying of the Daf Notes be a zechus for his neshamah and may his soul find peace in Gan Eden and be bound up in the Bond of life

Yet did Rava say thus? Surely Rami bar Chama said: if Reuven sold his estate to Shimon with security,[1] and he [Shimon] set it [the money] up as a loan against himself,[2] then Reuven died, and Reuven's creditor came and seized [the estate] from Shimon, whereupon Shimon went and satisfied him with money, it is by right that the children of Reuven can go and say to Shimon, 'As for us, we [maintain that] our father left [us] movables in your possession, and the movables of orphans are not under lien to a creditor.'[3] Now Rava said: If Shimon is wise, he lets them seize the land, and then he reclaims it from them.[4] For Rav Nachman said: If orphans seize land for their father's debt,[5] a creditor [of their father] can in turn seize it from them. Now, if you agree that he [a creditor] collects retroactively, it is right; for that reason he in turn can seize it from them, because it is just as though they had seized it in their father's lifetime. But if you say that he collects it from now and henceforth, why can he in turn seize it from them; surely it is as though the orphans had bought [immovable] property,[6] and if orphans buy [immovable] property, is it then under a lien to [their father's] creditor? — There it is different, because he can say to them, just as I was indebted to your father, so I was indebted to your father's creditor. [This follows] from Rabbi Nassan['s dictum]. For it was taught, Rabbi Nassan said: How do we know that if one man [claims a maneh from his neighbor, and his neighbor [claims a like sum] from another neighbor, that we collect from the one [the last] and give to the other [the first]? From the verse: and he shall give it unto him to whom he is indebted.[7] (31a1 – 31a2)

We learned: If a gentile lent [money] to an Israelite on his chametz, after Pesach it is permitted for use. It is right if you say that he collects retroactively; therefore, it is permitted for use. But if you say that he collects from now and henceforth, why is it permitted for use? [Surely] it stood in the possession of the Israelite! — The circumstances here are that he deposited it with him.[8]

Shall we say that it is dependent on Tannaim: If an Israelite lent [money] to a gentile on his chametz, after Pesach he does not transgress.[9] In Rabbi Meir's name it was said: he

[1] A guarantee to indemnify Shimon against loss if a creditor of Reuven should seize it for debt.
[2] Shimon could not pay for the field, so he gave him an IOU for the sum, pledging his own property as security.
[3] Although their father had given security for this transaction, yet the orphans can plead, we inherited movables from our father which were in your possession, I.e., you merely owed him money, the field actually being yours; hence you should not have given that money to the creditor, because movables inherited by orphans are not subject to any lien; nor had you the right to withhold payment. Hence you still owe us the money.
[4] I.e., he pleads that he has no money; hence they must take the field in payment. This will prove retroactively that they had inherited land, not movables. Then he can demand its return, since their father had indemnified him against loss.
[5] I.e., for a debt owing to their father.
[6] I.e., with the money owing to them they now purchased this estate.
[7] And he (the third) shall give it unto him (the first) to whom he (the second) is indebted.
[8] It is now assumed that he deposited it with the gentile as a pledge, and the gentile acquires a title to it as such.
[9] If he takes the chametz for the debt and uses it.

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does transgress. Now do they not differ in this, viz., one Master holds [that] he collects retroactively, while the other Master holds [that] he collects from now and onwards.[10] — Now is that logical! Consider the second clause: But if a gentile lent [money] to an Israelite on his chametz, after Pesach he transgresses on all views. But surely the reverse [of the rulings in the first clause] is required: according to the view there [in the first clause] that he does not transgress, here he does transgress; [while] according to the view there that he does transgress, here he does not transgress![11] Rather the circumstances here [in both clauses] are that he [the borrower] deposited it [the chametz] with him, and they differ in Rabbi Yitzchak['s dictum]. For Rabbi Yitzchak said: From where do we know that the creditor acquires a title to the pledge?[12] Because it is said, [You shall surely restore to him the pledge when the sun goes down...] and it shall be righteousness unto you: if he has no title to it, where is his righteousness?[13] Hence it follows that the creditor acquires a title to the pledge. Now the first Tanna holds: That applies only to an Israelite [taking a pledge] from an Israelite, since we read in his case, 'and it shall be righteousness unto you'; but an Israelite [taking a pledge] from a gentile does not acquire a title.[14] While Rabbi Meir holds: [It follows] with a kal vachomer; if an Israelite acquires from an Israelite, how much the more an Israelite from a gentile! But if a gentile lent [money] to an Israelite on his chametz, after Pesach all agree that he transgresses; there the gentile certainly does not acquire a title from the Israelite.[15]

We learned: If a gentile lent [money] to an Israelite on his chametz, after Pesach it is permitted for use. Now even granted that he deposited it with him, surely you said that a gentile does not acquire a title from an Israelite? There is no difficulty: there [in the Mishnah] it means that he said to him, 'From now';[16] here [in the Baraisa] it means that he did not say to him, 'From now'.[17]

And from where do you assure that we draw a distinction between where he said 'from now and where he did not say 'from now'? — Because it was taught: If a gentile deposited with an Israelite large loaves as a pledge,[18] he [the Israelite] does not transgress; but if he said to him, 'I have made them yours,'[19] he transgresses. Why is the first clause different from the second? This surely proves that where he says to him, 'from now,' it is different from where he does not say, 'from now. This proves it. (31a3 – 31b2)

Our Rabbis taught: A shop belonging to an Israelite and its wares belong to an Israelite, while gentile workers enter it, chametz that is found there after Pesach is forbidden for use, while it need not be stated for eating. A shop

[10] It being now assumed that he did not deposit his chametz with the gentile.
[11] Since the case is reversed, the gentile having lent money to the Jew, obviously the rulings too should be reversed, if they are dependent on whether the creditor collects retroactively or from now and onwards.
[12] That while in his possession it is his, and he is responsible for all accidents.
[13] There is no particular righteousness in returning what does not belong to one.
[14] Therefore, he does not transgress in respect of the chametz.
[15] Hence the chametz stood in the ownership of the Israelite.
[16] When he deposited the chametz with him he said to him, 'If I do not repay by the stipulated time, the chametz is yours from now'. Hence the chametz stands in the lender's ownership, whether Jew or gentile.
[17] Therefore, where the gentile lent to the Jew, all agree that even if the debt was not repaid, the chametz may not be used, because during Pesach it was definitely in the Jew's ownership, notwithstanding that it was deposited with the gentile, because he does not acquire a title from a Jew. But the dispute arises only where the Israelite lent to the gentile.
[18] Purni was a large oven in which large loaves were baked. 'Large loaves' are mentioned as a natural thing, since only such are sufficiently valuable to be a pledge.
[19] From now, if I do not repay at the proper time.

belonging to a gentile and the wares belong to a gentile, while Israelite workers go in and out, chametz that is found there after Pesach may be eaten, while it is unnecessary to state [that] benefit [is permitted].[20] (31b2 – 31b3)

MISHNAH: If ruins collapsed on chametz, it is regarded as removed.[21] Rabban Shimon ben Gamliel said: provided that a dog cannot search it out. (31b3)

GEMARA: Rav Chisda said: Yet he must annul it in his heart.

A Tanna taught: How far is the searching of a dog? Three tefachim.[22]

Rav Acha the son of Rav Yosef said to Rav Ashi: As to what Shmuel said, Money can only be guarded [by placing it] in the earth[23] — do we require [it to be covered by] three tefachim or not? — Here, he replied, we require three tefachim on account of the smell [of the chametz]; but there [it is put into the earth] in order to cover it from the eye; therefore, three tefachim are not required. And how much [is necessary]? — Said Rafram bar Pappa of Sichra: one tefach. (31b3)

INSIGHTS TO THE DAF

Perutah of Terumah

Tosfos (DH "v'ain nesinah") asks that there are a few places that the Torah states "and he gave" and the value of what is given does not have to be worth a *perutah*. One example, Tosfos states, is *terumah* itself. The Torah says "and he should give" *terumah* to the kohen, yet we know that according to Torah law even one kernel of wheat can be *terumah* for an entire silo. Accordingly, how can the *Gemora* (Aba Shaul and the Rabbanan agree on this principle) say that "giving" in the Torah always indicates a *perutah*?

Tosfos answers that unless the Torah is explicitly discussing giving a payment, it does not necessarily refer to a *perutah*. Being that giving *terumah* is not a payment, it also does not refer to a *perutah*. Only givings such as paying back stolen goods or stolen *terumah* imply that they must be a *perutah*.

The Sfas Emes quotes the Tosfos Rid in Kidushin (58b) and others who answer the question from *terumah* in a different fashion. They explain that there are two different aspects of *terumah*. One is taking off the *terumah* in a way that the rest of the grain can be eaten, and the second is giving the *terumah* to the kohen. Taking one grain of *terumah* from a silo that is worth less than a *perutah* allows the rest of the grain to be eaten. However, if one gives less than a *perutah* of *terumah* to a kohen he has indeed transgressed a separate law of giving an insignificant *terumah* to the kohen, mandated by the words "and he should give" stated by *terumah*.

[20] In both cases we assume that the chametz was of the stock, and did not belong to one of the workers.
[21] Since it is inaccessible.
[22] The chametz must be covered by not less than three handbreadths of debris; otherwise a dog can search it out, and it would therefore be necessary to remove the debris and destroy the chametz.
[23] That is the only way in which a custodian can carry out his charge; otherwise he is guilty of negligence and liable for theft.