וְאָתֵי מַלְוֶה וּפָרֵיק. דְּתָנַן: מוֹסִיף עוֹד דִּינָר, וּפוֹדֶה אֶת הַנְּכָסִים הָאֵלּוּ. כִּי פְּלִיגִי – דְּזַבִּין מַלְוֶה, וְקַדֵּישׁ מַלְוֶה.

Or if the debtor consecrated the property, the creditor can **come and redeem** it through a symbolic payment to the Temple. **As we learned** in a mishna: The creditor may **add an additional dinar**[NH] to the amount of the loan **and redeem**[N] **this property.** Although strictly speaking he need not redeem it, this payment was instituted so that it would not appear as though property were removed from the consecrated Temple jurisdiction without a payment. **When they disagree** is in a case **when the creditor sold or consecrated** the property in the interim between the giving of the collateral and the time the loan was due.

אַבַּיֵי אָמַר: לְמַפְרֵעַ הוּא גּוֹבֶה; כֵּיוָן דִּמְטָא זְמַנֵּיהּ וְלָא פְּרַעֵיהּ – אִיגְלַאי מִילְּתָא לְמַפְרֵעַ דְּמֵעִיקָּרָא בִּרְשׁוּתֵיהּ הֲוָה קָאֵי, וְשַׁפִּיר עֲקַדֵּישׁ, וְשַׁפִּיר זַבֵּין. וְרָבָא אָמַר: מִכָּאן וּלְהַבָּא הוּא גּוֹבֶה. כֵּיוָן דְּאִילּוּ הָווּ לֵיהּ זוּזֵי – הֲוָה מְסַלֵּיק לְהוּ בְּזוּזֵי – אִישְׁתַּבַּח דְּהָשְׁתָּא קָא קָנֵי.

Abaye said: He retroactively acquires the collateral. **Since the time arrived and he did not repay** his loan, **it has become clear retroactively that it was in** the creditor's **jurisdiction at the outset.** Therefore, **he did well to consecrate or sell** it. However, **Rava said: He collects it from that point forward, since if the** borrower **had money he would remove the** creditor's lien **with** this **money** and the lender would not acquire the property. **It is found** that the creditor **acquires** the property **now,** at the time when the loan is due, and consequently he did not have the right to consecrate or sell it before this time.

וּמִי אָמַר רָבָא הָכִי? וְהָאָמַר רָמִי בַּר חָמָא: רְאוּבֵן שָׁמָכַר שָׂדֶה לְשִׁמְעוֹן בְּאַחֲרָיוּת, וְזָקָפָן עָלָיו בְּמִלְוָה, וּמֵת רְאוּבֵן וַאֲתָא בַּעַל חוֹב דִּרְאוּבֵן וְטָרִיף לֵיהּ מִשִּׁמְעוֹן, וַאֲתָא שִׁמְעוֹן וּפַיְיסֵיהּ בְּזוּזֵי.

Before bringing proofs for either side of this dispute, the Gemara attempts to clarify Rava's position. **Did Rava** actually **say this?** A statement he makes in a different context appears to contradict the one made in his name here. **But didn't Rami bar Ḥama say: Reuven sold a field**[H] **to Shimon with a guarantee** that if the field is repossessed, Reuven will compensate Shimon for his loss.[N] Shimon did not pay for the purchase, and instead **set up** the value of the field **as a loan.** In the meantime, **Reuven died and a creditor of Reuven's came** to collect for a loan that Reuven had taken before he sold the field, as Reuven had no other land remaining, and he **seized** the land **from Shimon,** since it was mortgaged to this loan. **And Shimon went and appeased** the creditor **with money** so the creditor would allow him to keep this field.

דַּיְנָא הוּא דְּאָתוּ בְּנֵי רְאוּבֵן וְאָמְרִי לֵיהּ לְשִׁמְעוֹן: אֲנַן מִטַּלְטְלֵי שְׁבַק אֲבוּן גַּבָּךְ, וּמִטַּלְטְלֵי דְּיָתְמֵי לְבַעַל חוֹב לָא מִשְׁתַּעְבְּדִי.

By right, Reuven's sons can **come and say to Shimon** that he must pay them the money that he owes for the field. And they are not required to pay Shimon if he demands compensation for the repossession of his field. They can say that **our father left us movable property in your hands,** i.e., the money you owe us for the field, **and,** as a general rule, **movable property that has been left to orphans is not mortgaged to a creditor.**[N] The orphans can claim that the field belongs to Shimon, and as there is no land left for the orphans, there is no way for Shimon to recover the compensation that he is owed. The money he owes Reuven is considered movable property, and therefore he cannot recover his losses from these funds.

NOTES

Add an additional dinar – מוֹסִיף עוֹד דִּינָר: According to Rashi, the creditor adds a dinar to the amount of the loan and redeems the land. Others say that the debtor must pay this dinar and redeem the land, and then the lender takes the property (*Tosafot*).

Add an additional dinar and redeem – מוֹסִיף עוֹד דִּינָר וּפוֹדֶה: The early commentaries disagree about the reason for this addition. According to Rashi, the payment of this additional dinar is merely symbolic, so people will not think that property can lose its consecrated status without being redeemed. Others explain that although the consecrated status of this field cannot be removed without being redeemed, this redemption has no set value. As such, in this case one is permitted to redeem the consecrated property for less than its value in order to remove its consecrated status (Ra'avad).

Property guarantee – אַחֲרָיוּת נְכָסִים: This type of guarantee is a condition for sale of real estate. The Gemara elsewhere concludes that this condition is assumed to be part of the agreement in any sale of real estate, unless it is explicitly stipulated otherwise. As such, all property belonging to the seller would be mortgaged as collateral, guaranteeing that this sale stands. Consequently, if it turns out that this field was given as collateral for a different loan, the buyer can demand land of equal value from the other property of the seller. This clause applies only to real estate, whereas money or movable objects do not serve as guarantees for debts or sales. However, the *ge'onim* instituted other clauses with regard to these.

Responsibility of orphans – אַחֲרָיוּתָם שֶׁל יְתוֹמִים: Orphans, i.e., the heirs of a deceased person who were not partners in his property before his death, were granted certain rights by the Sages, specifically with regard to the proofs needed to resolve disputes regarding this property. These orphans are not required to pay their father's debt with movable property, even from the movable property that they inherited from him. Similarly, only real estate that they inherited from their father is mortgaged to his creditors.

HALAKHA

Add an additional dinar – מוֹסִיף עוֹד דִּינָר: If a debtor set aside property as collateral for a loan and then consecrated it, this property can be redeemed in exchange for its value and an additional dinar, so that people will not mistakenly think that consecrated property can lose its consecrated status without being redeemed. The creditor then receives his payment from this property (Rambam *Sefer Hafla'a*, *Hilkhot Arakhin VaḤaramim* 7:16).

Reuven sold a field, etc. – רְאוּבֵן שָׁמָכַר שָׂדֶה וכו': Reuven sold his field to Shimon with a guarantee, and instead of paying for the field, Shimon set up its value as a loan. Meanwhile Reuven died, and a creditor came seeking payment for a loan that Reuven had taken before he sold the field and seized the land from Shimon as payment for the loan. Shimon paid the creditor in order to keep this field. Reuven's heirs can still claim the money that he owes for the field. If Shimon is clever, he will repay them with land and reclaim this land from them based on the lien upon it, as stated in the Gemara (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 11:10).

וְאָמַר רָבָא: אִי פִּיקֵּחַ שִׁמְעוֹן – מַגְבֵּי לְהוּ אַרְעָא, וַהֲדַר גָּבֵי לָהּ מִינַּייְהוּ. דְּאָמַר רַב נַחְמָן: יְתוֹמִים שֶׁגָּבוּ קַרְקַע בְּחוֹבַת אֲבִיהֶם – בַּעַל חוֹב חוֹזֵר וְגוֹבֶה אוֹתָהּ מֵהֶן.

And Rava said with regard to this case: **If Shimon is clever**[N] **he will pay them** what he owes with **real estate** and not with money. Since they now have real estate received from their father's estate, Shimon **can then collect** the field **from them** as compensation for the original field that Reuven sold to Shimon. **As Rav Naḥman said:** When **orphans collect real estate**[H] **for a debt owed to their father** from one person, another **creditor can come and seize this** land **from them** in order to repay the father's debt.

אִי אָמְרַתְּ בִּשְׁלָמָא ״לְמַפְרֵעַ הוּא גּוֹבֶה״ – אַמְטוּ לְהָכִי חוֹזֵר וְגוֹבֶה אוֹתָהּ מֵהֶן, דִּכְמַאן דְּגָבוּ מֵחַיִּים דַּאֲבוּהוֹן דָּמֵי. אֶלָּא אִי אָמְרַתְּ ״מִכָּאן וּלְהַבָּא הוּא גּוֹבֶה״ אַמַּאי חוֹזֵר וְגוֹבֶה אוֹתָהּ מֵהֶן? הָא הֲוֵי כְּמַאן דִּזְבִין יָתְמֵי נִכְסֵי דָּמֵי, וְאִילּוּ קָנֵי יָתְמֵי נִכְסֵי, מִי קָא מִשְׁתַּעְבְּדִי לְבַעַל חוֹב?

The Gemara applies this discussion to our original case. **Granted, if you say** that a creditor **collects retroactively,** and the field is considered as though it belonged to the creditor from the time of the loan, **due to this** reason, **he can then collect** the money **from them, because it is considered as though he collected it during their father's lifetime.** Because the field given by Shimon to repay his debt retroactively belonged to Reuven from the time that Shimon agreed to pay for the field, therefore Shimon can now claim this land from Reuven's heirs. **However, if you say** that **he collects** it **from this point forward, why can he then collect** this land **from them? It is as though the orphans purchased this property. And if orphans buy property, does** it become **indebted to a creditor** of their father? Only property that belonged to the father can be seized in order to pay back his debt, and therefore Rava's statement in the case appears to contradict his statement with regard to the transfer of ownership of collateral.

שָׁאנֵי הָתָם, דְּאָמַר לְהוּ: כִּי הֵיכִי דְּמִשְׁתַּעְבַּדְנָא לֵיהּ לַאֲבוּכוֹן – מִשְׁתַּעְבַּדְנָא נַמִּי לְבַעַל חוֹב דַּאֲבוּכוֹן, מִדְּרַבִּי נָתָן. דְּתַנְיָא, רַבִּי נָתָן אוֹמֵר: מִנַּיִן לְנוֹשֶׁה בַּחֲבֵירוֹ מָנֶה, וַחֲבֵירוֹ בַּחֲבֵירוֹ, שֶׁמּוֹצִיאִין מִזֶּה וְנוֹתְנִין לָזֶה – תַּלְמוּד לוֹמַר: ״וְנָתַן לַאֲשֶׁר אָשַׁם לוֹ״.

The Gemara resolves this contradiction: **It is different there,** in this case, **as** Shimon could have **said to** Reuven's children that **just as I am indebted to your father, so too, I am indebted to your father's creditor.** And this principle can be learned **from** the statement **of Rabbi Natan** that one who lends to one person and borrows from another can be considered as a middleman between his creditor and his borrower. **As it was taught** in a *baraita*, **Rabbi Natan says: From where** is it derived **that when one lends one hundred** dinar [***maneh***] **to his fellow, and that fellow** lends a similar sum **to** a third **fellow, that we take** the money **from this one,** the second debtor, **and give it to that one,** the first creditor, without going through the middleman, who is both the first debtor and the second creditor?[H] **The verse states: "And he shall give it to him whom he has wronged"** (Numbers 5:7), which indicates that the loan should be repaid to the creditor to whom the money is ultimately owed. Therefore, payment is made to the original creditor regardless of the issue of retroactive acquisition of the collateral.

תְּנַן: גּוֹי שֶׁהִלְוָה אֶת יִשְׂרָאֵל עַל חֲמֵצוֹ – אַחַר הַפֶּסַח מוּתָּר בַּהֲנָאָה. אִי אָמְרַתְּ בִּשְׁלָמָא ״לְמַפְרֵעַ הוּא גּוֹבֶה״ – אַמְטוּ לְהָכִי מוּתָּר בַּהֲנָאָה.

The Gemara proceeds to bring proofs for the two sides of the question of retroactive acquisition. **We learned** in the mishna: If **a gentile lent money to a Jew,** and the Jew gave him **leavened bread as** collateral during Passover, and **after Passover** the gentile attained this leavened bread in lieu of payment, then **one is permitted to** derive **benefit from** the leavened bread. The Gemara attempts to clarify this position: **Granted, if you say** that **he retroactively collects** this property, and the leavened bread was acquired retroactively by the gentile, **it is due to this** that **one is permitted to** derive **benefit from it** after Passover.

אֶלָּא אִי אָמְרַתְּ ״מִכָּאן וּלְהַבָּא הוּא גּוֹבֶה״ אַמַּאי מוּתָּר בַּהֲנָאָה? בִּרְשׁוּתָא דְּיִשְׂרָאֵל הֲוָה קָאֵי! הָכָא בְּמַאי עָסְקִינַן – כְּשֶׁהִרְהִינוּ אֶצְלוֹ.

But if you say that **he collects it from this point forward,** then **why** should **one be permitted to** derive **benefit from** this leavened bread? The leavened bread **was in the possession of a Jew** during Passover, and therefore it should be forbidden. The Gemara answers: **With what are we dealing here?** With a case where **he deposited** [***hirhin***][L] the leavened bread **with** the gentile in his home, and since the leavened bread was in the gentile's possession during Passover, it is considered as if it belonged to the gentile, provided the gentile ultimately retains ownership of the leavened bread when the Jew defaults on the loan.

NOTES

If Shimon is clever – אִי פִּיקֵּחַ שִׁמְעוֹן: See Rashi, who addresses the question of how a person may repay a loan with property when he has money. Others say that Shimon is not required to make additional claims in this case, but rather, as Shimon's debt is for real estate, he may pay his debt in real estate as well (Ra'avad).

HALAKHA

When orphans collect real estate – יְתוֹמִים שֶׁגָּבוּ קַרְקַע: When orphans collect land as payment for debts owed their father, this land can later be seized by creditors to whom their father owed money (*Shulḥan Arukh*, *Ḥoshen Mishpat* 107:1).

Borrower and lender – מַלְוֶה וְלוֶה: If a person borrowed from one party and lent money to another party, the second borrower need not pay his lender and may repay his debt directly to the first creditor, in accordance with Rabbi Natan's ruling (*Shulḥan Arukh*, *Ḥoshen Mishpat* 86:1).

LANGUAGE

Deposited [*hirhin*] – הִרְהִין: This is related to the Arabic verb أرهن, *'arhana*, which means to leave as collateral.

לֵימָא בְּתַנָּאֵי: יִשְׂרָאֵל שֶׁהִלְוָה לְגוֹי עַל חֲמֵצוֹ – לְאַחַר הַפֶּסַח אֵינוֹ עוֹבֵר. מְשׁוּם רַבִּי מֵאִיר אָמְרוּ: עוֹבֵר. מַאי לָאו בְּהָא קָמִיפַּלְגִי; דְּמָר סָבַר: לְמַפְרֵעַ הוּא גּוֹבֶה, וּמָר סָבַר: מִכָּאן וּלְהַבָּא הוּא גּוֹבֶה?

The Gemara suggests: **Let us say** that this dispute is **parallel to** a dispute between ***tanna'im.*** As it was taught: If **a Jew lends money to a gentile** and the gentile gives him **leavened bread as** collateral, **then** the Jew **does not commit any transgression after Passover. They said in the name of Rabbi Meir that he commits a transgression.**[N] **What, isn't it that they disagree about this, that one Sage,** Rabbi Meir, **holds** that the Jew transgresses by owning leavened bread **because he retroactively collects** the leavened bread and has therefore owned it during Passover, **and one Sage,** who states that the Jew does not commit a transgression, **holds** that **he collects it from this point forward,** and therefore it was not considered to be in his possession during Passover?

וְתִסְבְּרָא?! אֵימָא סֵיפָא: אֲבָל גּוֹי שֶׁהִלְוָה לְיִשְׂרָאֵל עַל חֲמֵצוֹ – לְאַחַר הַפֶּסַח דִּבְרֵי הַכֹּל עוֹבֵר. וְהָא אִיפְּכָא מִיבָּעֵי לֵיהּ! לְמַאן דְּאָמַר תָּתֵם "אֵינוֹ עוֹבֵר" – הָכָא עוֹבֵר, לְמַאן דְּאָמַר תָּתֵם "עוֹבֵר" – הָכָא אֵינוֹ עוֹבֵר!

The Gemara rejects this explanation: **And** how can **you understand** it that way? **Say the latter clause** of that *baraita*: **However, if a gentile lends** money **to a Jew with leavened bread** as collateral, then **after Passover everyone agrees that he commits a transgression. However,** if the preceding explanation is correct, **it needed** to state **the opposite** of what it said in the first clause, as the case in the latter clause is the reverse of that in the first clause. Namely, **according to the one who said there,** in the first clause of the *baraita*, that **he does not commit a transgression,** he should say that **here,** in this case, **he does commit a transgression. And according to the one who said there,** in the first clause of the *baraita*, that **he does commit a transgression,** he should say that **here,** in the latter clause, **he does not commit a transgression.** For if the creditor retroactively acquires the collateral, then it is as though it belonged to a gentile during Passover, and therefore the Jew would not have committed a transgression by owning it.

NOTES

He commits a transgression – עוֹבֵר: The early commentaries explain that he does not transgress the prohibition: It shall not be seen, since the forbidden status of the leavened bread was established only after the fact. Instead, this means that he is obligated to eliminate it and may not use it now (*Me'iri*).

Perek **II**
Daf **31** Amud **b**

אֶלָּא הָכָא בְּמַאי עָסְקִינַן – כְּגוֹן שֶׁהִרְהִינוּ אָצְלוֹ, וְקָמִיפַּלְגִי בִּדְרַבִּי יִצְחָק. דְּאָמַר רַבִּי יִצְחָק: מִנַּיִן לְבַעַל חוֹב שֶׁקּוֹנֶה מַשְׁכּוֹן – שֶׁנֶּאֱמַר: "וּלְךָ תִּהְיֶה צְדָקָה", אִם אֵינוֹ קוֹנֶה מַשְׁכּוֹן – צְדָקָה מִנַּיִן? מִכָּאן לְבַעַל חוֹב שֶׁקּוֹנֶה מַשְׁכּוֹן.

Rather, with what are we dealing here? With a situation **where he,** the gentile debtor, **deposited** the leavened bread that was serving as collateral **with him,** the Jewish creditor, **and they disagree with regard to** the statement **of Rabbi Yitzḥak. As Rabbi Yitzḥak said: From where** is it derived **that a creditor acquires collateral**[H] given to him, and is considered its owner so long as the item is in his possession? **As it is stated:** "You shall surely return the pledge to him when the sun goes down, that he may sleep in his garment, and bless you; **and it shall be a righteousness for you** before the Lord your God" (Deuteronomy 24:13). Rabbi Yitzḥak infers: **If** the creditor **does not acquire the collateral,** then **from where is the righteousness** involved in returning it? In this case, the creditor would not be giving up anything of his own. **From here** it is learned **that a creditor acquires the collateral.**

תַּנָּא קַמָּא סָבַר: הָנֵי מִילֵי – יִשְׂרָאֵל מִיִּשְׂרָאֵל – הוּא, דְּקָרֵינָא בֵּיהּ "וּלְךָ תִּהְיֶה צְדָקָה" אֲבָל יִשְׂרָאֵל מִגּוֹי – לָא קָנֵי.

The Gemara applies this principle to the explanation of the *baraita*: **The first *tanna* holds** that **this applies only when a Jew** takes collateral **from a** fellow **Jew, such that I would read** and apply the verse **"It shall be righteousness for you"** and establish that the collateral becomes the property of the lender. **However,** the verse does not speak about the case where **a Jew** takes collateral **from a gentile,** and therefore **he does not acquire** the collateral; it still belongs to the gentile. Therefore, when a Jew has leavened bread as collateral from a gentile to whom he lent money on Passover, he does not violate any prohibition, as the collateral still belongs to the gentile.

וְרַבִּי מֵאִיר סָבַר, קַל וָחוֹמֶר: יִשְׂרָאֵל מִיִּשְׂרָאֵל קָנֵי – יִשְׂרָאֵל מִגּוֹי לֹא כָּל שֶׁכֵּן?! אֲבָל גּוֹי שֶׁהִלְוָה אֶת יִשְׂרָאֵל עַל חֲמֵצוֹ אַחַר הַפֶּסַח – דִּבְרֵי הַכֹּל עוֹבֵר. תָּתֵם וַדַּאי גּוֹי מִיִּשְׂרָאֵל לָא קָנֵי.

However, **Rabbi Meir holds** that one can derive **an *a fortiori* inference:** If **a Jew acquires** collateral **from** another **Jew, all the more so** is it **not** clear that he will he acquire collateral **from a gentile? However,** with regard to **a gentile who lends money to a Jew with leavened bread as** collateral,[H] **everyone agrees** that **he transgresses** this prohibition after Passover. **There,** in that case, **the gentile certainly does not acquire** collateral **from the Jew,** and such a transaction could be completed only via the usual modes of acquisition.[N]

HALAKHA

A creditor acquires collateral – בַּעַל חוֹב קוֹנֶה מַשְׁכּוֹן: When a creditor receives collateral he is considered to be a paid bailee and is therefore responsible only if it is stolen or lost (see *Tosafot*). This follows the ruling of most of the *ge'onim* (*Shulḥan Arukh*, *Ḥoshen Mishpat* 72:2).

Leavened bread as collateral – מַשְׁכּוֹן חָמֵץ: If a gentile lent money to a Jew with leavened bread as collateral and the Jew said to him: If I do not pay back my loan by such-and-such a time the collateral will become your property from now, i.e., retroactively, then a Jew may derive benefit from this leavened bread after Passover. Similarly, if a Jew lent money to a gentile and the gentile made a similar statement, then it is forbidden for a Jew to derive benefit from this leavened bread after Passover (*Shulḥan Arukh*, *Oraḥ Ḥayyim* 451:1).

NOTES

Modes of acquisition of a Jew and a gentile – קָנֵין יִשְׂרָאֵל וְגוֹי: The effectiveness of different methods of acquisition are discussed in numerous places throughout the Talmud. In general, there are several ways through which one can acquire property, including pulling, lifting, and exchanging articles. It is unclear if these methods were established by the Sages in addition to the Torah method of acquisition through money and would therefore apply only to Jews, or if these methods are fundamentally effective and acquisition through money merely constitutes a nonbinding agreement. Due to this, there are important distinctions in the efficacy of various modes of acquisition, depending on whether they are conducted between fellow Jews or between a Jew and a gentile.

תְּנַן: גּוֹי שֶׁהִלְוָה יִשְׂרָאֵל עַל חֲמֵצוֹ – אַחַר הַפֶּסַח מוּתָּר בַּהֲנָאָה. נְהִי נַמִּי דְּהָרְהִינוּ אָצְלוֹ, הָא אָמְרַתְּ גּוֹי מִישְׂרָאֵל לָא קָנֵי! לָא קַשְׁיָא: הָא – דְּאָמַר לֵיהּ "מֵעַכְשָׁיו", הָא – דְּלֹא אָמַר לֵיהּ "מֵעַכְשָׁיו".

We learned in the mishna: If **a gentile lent money to a Jew,** and the Jew gave him **leavened bread as** collateral until after Passover, and **after Passover** he retains this leavened bread in lieu of payment, then **one is permitted to** derive **benefit from** this leavened bread. **Even granted** that this is referring to a case where **he deposited** the leavened bread **with him,** the gentile, **didn't you say** that **a gentile does not acquire** collateral **from a Jew,** and if this is the case, then why is it permissible to derive benefit from this leavened bread? According to the previously stated principle, this leavened bread remains Jewish property. The Gemara resolves this question: **This is not difficult,** for **this** case, where the gentile acquires the leavened bread and therefore it is permitted to derive benefit from it, is **when** the gentile **said to him** that if he does not repay his loan, then the collateral will be acquired **from now,** i.e., from the time of the loan. **And that** case, where it is forbidden to derive benefit from the leavened bread, is **when he did not say** that it would be acquired **from now** by the gentile.

וּמְנָא תֵּימְרָא דְּשָׁנֵי לֵיהּ בֵּין הֵיכָא דְּאָמַר "מֵעַכְשָׁיו" וּבֵין הֵיכָא דְּלֹא אָמַר "מֵעַכְשָׁיו" – דְּתָנְיָא: גּוֹי שֶׁהִרְהִין פַּת פּוּרְנִי אֵצֶל יִשְׂרָאֵל – אֵינוֹ עוֹבֵר. וְאִם אָמַר לוֹ "הִגַּעְתִּיךָ" – עוֹבֵר. מַאי שָׁנָא רֵישָׁא וּמַאי שָׁנָא סֵיפָא? אֶלָּא לָאו שְׁמַע מִינָּהּ: שָׁאנֵי הֵיכָא דְּאָמַר לֵיהּ "מֵעַכְשָׁיו" לְהֵיכָא דְּלֹא אָמַר לֵיהּ "מֵעַכְשָׁיו" – שְׁמַע מִינָּהּ.

From where do you say that he distinguishes between a case **where he said** that the collateral would be acquired **from now and** a case **where he did not say** that it would be acquired **from now? As it was taught** in a *baraita*: If **a gentile deposited with a Jew bread baked in an oven** [***purni***]^{L} as collateral for a loan, then **he,** the Jew, **does not transgress** the prohibition it shall not be seen and the prohibition it shall not be found. **However, if he said to him: I have made them yours** from now if I do not repay my loan, then it is considered as though the bread belonged to the Jew, and **he transgresses** this prohibition. If one assumes that there is no difference between a case where the debtor says: From now, and a case where he doesn't say: From now, then **what is different in the first clause** of the *baraita* **and what is different in the latter clause? Rather,** must **one not conclude from it that there is a difference between** a case **where he says to him** that it he will acquire it **from now and** a case **where he does not say to him** that he will acquire it **from now?** The Gemara concurs: Indeed, **conclude from it** that this is the case.

תָּנוּ רַבָּנַן: חֲנוּת שֶׁל יִשְׂרָאֵל וּמַלַּאי שֶׁל יִשְׂרָאֵל, וּפוֹעֲלֵי גּוֹיִם נִכְנָסִין לְשָׁם – חָמֵץ שֶׁנִּמְצָא שָׁם אַחַר הַפֶּסַח אָסוּר בַּהֲנָאָה, וְאֵין צָרִיךְ לוֹמַר בַּאֲכִילָה. חֲנוּת שֶׁל גּוֹי, וּמַלַּאי שֶׁל גּוֹי, וּפוֹעֲלֵי יִשְׂרָאֵל נִכְנָסִין וְיוֹצְאִין לְשָׁם – חָמֵץ שֶׁנִּמְצָא שָׁם אַחַר הַפֶּסַח מוּתָּר בַּאֲכִילָה, וְאֵין צָרִיךְ לוֹמַר בַּהֲנָאָה.

The Sages taught in the *Tosefta*: With regard to the case of **a store** owned by **a Jew and** whose **contents belong to the Jew, and gentile workers would enter there** periodically, then **it is forbidden to** derive **benefit from the leavened bread that is found there after Passover, and needless to say,** it is forbidden **to eat** this leavened bread, for it is presumed to belong to the Jewish owner.^{NH} Conversely, if **a store** is owned by **a gentile and its contents belong to the gentile, and Jewish workers enter and exit** the store, then it can be presumed that **the leavened bread that is found there after Passover** belonged to the gentile, and therefore one is **permitted to eat it** after Passover. And **needless to say,** it is permitted **to** derive **benefit from** this leavened bread.

מתני׳ חָמֵץ שֶׁנָּפְלָה עָלָיו מַפּוֹלֶת – הֲרֵי הוּא כִּמְבוּעָר. רַבָּן שִׁמְעוֹן בֶּן גַּמְלִיאֵל אוֹמֵר: כֹּל שֶׁאֵין הַכֶּלֶב יָכוֹל לְחַפֵּשׂ אַחֲרָיו.

MISHNA **Leavened bread upon which a rockslide has fallen**^{H} **is considered as though it has been eliminated,** and it is not necessary to dig it up in order to burn it. **Rabban Shimon ben Gamliel says: Any** leavened bread that has been covered to such an extent **that a dog cannot search after it** is considered to have been eliminated.

גמ׳ אָמַר רַב חִסְדָּא: וְצָרִיךְ שֶׁיְּבַטֵּל בְּלִבּוֹ. תָּנָא: כַּמָּה חֲפִישַׂת הַכֶּלֶב – שְׁלֹשָׁה טְפָחִים.

GEMARA **Rav Ḥisda said:** Although it is not necessary to dig up the leavened bread, one is nevertheless **required to nullify** the leavened bread **in his heart**^{N} lest it become exposed during Passover. Although it may not be visible at the moment, this leavened bread may be uncovered during Passover, and he will transgress a prohibition by its being seen. It was **taught** in the *Tosefta*: **How much,** how deep, **will a dog search?** It will search **three handbreadths** deep.

LANGUAGE

Oven [*purni*] – **פּוּרְנִי:** From the Latin furnus, meaning oven.

NOTES

A Jewish-owned shop and gentile workers – **חֲנוּת יִשְׂרָאֵל וּפוֹעֲלִים גּוֹיִם:** There are two variant readings of the text of this statement. One version, cited by Rashi and Rav Hai Gaon, is the text that appears here in the Gemara. Another version, cited by Rabbeinu Ḥananel and the Ramban, states the exact opposite ruling. According to this latter version, the explanation of the ruling is that those who are using the location are more likely to have left leavened bread there. It is therefore assumed that the leavened bread belongs to the workers rather than the store owner.

One is required to nullify the leavened bread in his heart – **צָרִיךְ שֶׁיְּבַטֵּל בְּלִבּוֹ:** One must entirely nullify his ownership over this leavened bread and commit never to use it again (*Mikhtam*).

HALAKHA

A Jewish-owned shop and gentile workers – **חֲנוּת יִשְׂרָאֵל וּפוֹעֲלִים גּוֹיִם:** If a shop and its contents are owned by a Jew and the workers who enter and exit the store are gentiles, then it is forbidden to derive benefit from leavened bread found there after Passover. Conversely, if the store and its contents are owned by a gentile and the workers are Jews, then it is permitted even to eat the leavened bread found there after Passover. Although certain versions of the talmudic text make the opposite statement (see note), most authorities rule in accordance with our version of the text (*Taz*; *Mishna Berura*; *Shulḥan Arukh, Oraḥ Ḥayyim* 449).

Leavened bread upon which a rockslide has fallen – **חָמֵץ שֶׁנָּפְלָה עָלָיו מַפּוֹלֶת:** When a rockslide falls on leavened bread and buries it three handbreadths deep, there is no need to dig it up, and it is sufficient to nullify one's ownership of it, as stated in the mishna in accordance with the interpretation of the Gemara (*Shulḥan Arukh, Oraḥ Ḥayyim* 333:8).

אֲמַר לֵיהּ רַב אַחָא בְּרֵיהּ דְּרַב יוֹסֵף לְרַב אַשִׁי: הָא דְּאָמַר שְׁמוּאֵל כְּסָפִים אֵין לָהֶם שְׁמִירָה אֶלָּא בַּקַּרְקַע – מִי בָּעֵינַן שִׁלְשָׁה טְפָחִים אוֹ לֹא? אֲמַר לֵיהּ: הָכָא מִשּׁוּם רֵיחָא – בָּעֵינַן שִׁלְשָׁה טְפָחִים, הָתָם מִשּׁוּם אִיכְסוּיֵי מֵעֵינָא הוּא, וְלָא בָּעֵי שִׁלְשָׁה. וְכַמָּה? אָמַר רַפְרָם בַּר פַּפָּא מִסִּיכְרָא: טֶפַח.

Rav Aḥa, son of Rav Yosef, said to Rav Ashi: With regard to that which Shmuel said, that deposited **money is considered to be guarded** securely by an unpaid bailee, who would nonetheless not be responsible if it were stolen, **only** when it is buried **in the ground, is it necessary** to bury this deposited money **three handbreadths deep,** comparable to leavened bread, **or not? He said to him: Here,** with regard to Passover, the concern is that the dog will find the food **due to** its **smell,** and therefore **three handbreadths are required. There,** in the case of money, **it is** necessary to bury the money **in order to conceal it from view.** Therefore **it is not required** to bury it **three** handbreadths deep, as animals will not search for it and people will not see it. The Gemara asks: If this is the case, then **how** deep is one required to bury it? **Rafram bar Pappa** from the city of **Sikhra said: One handbreadth** is sufficient for the money to be considered concealed.[H]

מתני׳ הָאוֹכֵל תְּרוּמַת חָמֵץ בַּפֶּסַח, בִּשּׁוֹגֵג – מְשַׁלֵּם קֶרֶן וְחוֹמֶשׁ, בְּמֵזִיד – פָּטוּר מִתַּשְׁלוּמִין וּמִדְּמֵי עֵצִים.

MISHNA **If one unwittingly eats *teruma* of leavened bread on Passover,** not realizing that the food was *teruma*, then **he must pay**[N] **the principal and an** additional **fifth.**[N] This is because one who unwittingly eats *teruma*[H] must compensate the priest for the value of the *teruma* and add a fifth of the value, even though the *teruma* is considered to be valueless on Passover. If he **intentionally** ate the *teruma* then **he is exempt from payment;** as he is liable to receive the severe punishment of *karet*, he is therefore exempt from the lesser punishment of payment. If he ate impure *teruma* in this manner then he is not even required to pay **its monetary** value **in wood,** for one who derives benefit from impure *teruma* calculates its value by treating it as though it were fuel for burning. While impure *teruma* can be used in this manner during the rest of the year, one may not derive any benefit from leavened bread on Passover, and therefore such *teruma* is worthless.

גמ׳ תְּנַן הָתָם: הָאוֹכֵל תְּרוּמָה בִּשּׁוֹגֵג – מְשַׁלֵּם קֶרֶן וְחוֹמֶשׁ, אֶחָד הָאוֹכֵל, וְאֶחָד הַשּׁוֹתֶה,

GEMARA **We learned** in a mishna **there,** in *Terumot*: **One who unwittingly eats *teruma* pays the principal and an** additional **fifth, both one who eats** it, **and one who drinks** it.

Perek **II**
Daf **32** Amud **a**

וְאֶחָד הַסָּךְ, אֶחָד תְּרוּמָה טְמֵאָה וְאֶחָד תְּרוּמָה טְהוֹרָה – מְשַׁלֵּם קֶרֶן וְחוֹמֶשׁ וְחוֹמְשָׁא דְּחוֹמְשָׁא.

And even with regard to **one who anoints** himself with the *teruma* oil, **both** in a case of **ritually impure *teruma* as well as** in a case of **ritually pure *teruma*, he must pay** an additional **fifth** if he unwittingly consumes this *teruma*. If he unwittingly consumes this fifth then he must pay **an** additional **fifth of the fifth.** The original fifth has a status comparable to *teruma* itself, and therefore one is required to pay an additional fifth for consuming it.[H]

אִיבַּעְיָא לְהוּ: כְּשֶׁהוּא מְשַׁלֵּם, לְפִי מִדָּה מְשַׁלֵּם אוֹ לְפִי דָּמִים מְשַׁלֵּם? כָּל הֵיכָא דְּמֵעִיקָּרָא שָׁוְיָא אַרְבָּעָה וּזְזֵי וּלְבַסּוֹף שָׁוְיָא וּזְוָא – לָא תֵּיבָּעֵי לָךְ דְּוַדַּאי כִּדְמֵעִיקָּרָא מְשַׁלֵּם לְפִי דָּמִים, דְּלָא גָּרַע מִגַּזְלָן. דְּתָנַן: כָּל הַגַּזְלָנִין מְשַׁלְּמִין כִּשְׁעַת הַגְּזֵלָה.

A dilemma was raised before the Sages with regard to the laws of *teruma*: **When he pays** for this *teruma*, **does he pay according to the measure** of the *teruma* **or according to its monetary** value? The Gemara explains the question in greater detail: **Anywhere that** the *teruma* **is worth four *zuz* at the outset,** i.e., at the time he consumed the *teruma*, **and is worth** only **one *zuz* at the end,** at the time of payment, **do not raise a dilemma,** for in that case **he is certainly** required **to pay according to the monetary** value **at the outset.** The rationale behind this ruling is **that he is no worse than a thief,** and therefore the law in this case is the same as if he had stolen property from another person. **As we learned** in a mishna: **All thieves must repay** what they have stolen according to the value of the stolen object **at the time it was stolen,**[H] even if its value subsequently goes down.

HALAKHA

Guarding money – שְׁמִירַת כְּסָפִים: The only acceptable way to guard money, i.e., in order for an unpaid bailee not to be responsible if it is stolen, is to bury it in the ground one handbreadth deep (*Shulḥan Arukh*, *Ḥoshen Mishpat* 291:15).

One who unwittingly eats *teruma* – הָאוֹכֵל תְּרוּמָה בִּשּׁוֹגֵג: One who unwittingly eats *teruma* must pay the original value of the *teruma* and an additional fifth, as stated in the Torah (*Rambam Sefer Zera'im*, *Hilkhot Terumot* 10:1).

NOTES

If one unwittingly eats…he must pay – הָאוֹכֵל…בִּשּׁוֹגֵג מְשַׁלֵּם: This payment is an opportunity for atonement provided by the Torah to the unwitting transgressor. It therefore does not belong to the priest, and the transgressor is obligated to pay even if the priest is willing to forgo the payment. For this reason, one is required to reimburse the priest for leavened bread eaten during Passover, despite the fact that it is valueless. This is not the case with regard to one who intentionally eats *teruma*, as such a person is punished in the same way as any other thief, and one who steals a worthless item is exempt from payment (*Tosefot Rid*).

In the Jerusalem Talmud, a dispute is recorded with regard to who receives payment for this *teruma*, as on Passover leavened bread is considered to be ownerless. Some say that he must repay the priest whose *teruma* he ate, while others suggest that he should repay the priestly tribe in general.

Additional fifth – חוֹמֶשׁ: An additional fifth of the value of an article added to its price as a penalty or fine, or to emphasize its importance. For example, when a person redeems his own second tithe, he must add an extra fifth of its value (Leviticus 27:31).

HALAKHA

Deriving benefit from *teruma* – הֲנָאָה מִתְּרוּמָה: Anyone who unwittingly derives benefit from *teruma*, whether through eating, drinking, or anointing himself, both with ritually pure and ritually impure *teruma*, must repay the principal and an additional fifth. This fifth has the same status as *teruma*, and one who derives improper benefit from it must pay an additional fifth of this fifth (Rambam *Sefer Zera'im*, *Hilkhot Terumot* 10:2).

Thieves must repay according to the value at the time it was stolen – גַּזְלָנִין מְשַׁלְּמִין כִּשְׁעַת הַגְּזֵלָה: A thief must repay the owner according to the value of the stolen property at the time of the theft (*Shulḥan Arukh*, *Ḥoshen Mishpat* 362:2).