

**A** ג"ד  
Intro  
Today we will Be"H learn ס"ה of בבא מציעא דף סה.  
Some of the topics we will learn about include:

אגר נטר

A surcharge for delayed payment is also considered interest, and is forbidden מדרבנן. The Mishnah differentiates between

מרבין על השכר

ואין מרבין על המכר

One is permitted to charge extra for delayed payment of rent but not for a purchase.

טרשא

The Gemara discusses several instances where a surcharge for delayed payment may be permitted.

מכר

ונתן מקצת דמים

If someone purchased a field, and gave partial payment, the Gemara discusses whether the produce may be eaten by the

מוכר, the seller;

לוקח, the buyer;

שניהם, both of them; or

משלשין את הפירות, neither of them, and discusses four

possible scenarios:

לכי מייתית קני מעכשיו

**B** The seller said, "When you pay the balance, the field is yours retroactively."

לכי מייתית קני

The seller stipulated, "When you pay the balance, you will THEN take possession of the field,"

קני מעכשיו

וזוזאי ליהוה הלואה גבך

If he stipulated, "The sale is effective immediately, and you owe me the balance of the payment as a loan,"

קני כשיעור זוזך

If the seller said, "You can acquire now a portion of the field equal to the value of this payment, and the rest when you pay the balance."

צד אחד ברבית

Whether a case where only one of two possible outcomes involves interest is permitted.

פטומי מילי בעלמא

When the relevant party does not demand certain commitments, but the other party voluntarily assures him that he will honor them, we assume that he was not sincere, and the agreement is not binding.

**A**

אגר נטר

טרשא

מכר  
ונתן מקצת דמים

לכי מייתית  
קני מעכשיו

**B**

לכי מייתית  
קני

קני מעכשיו  
וזוזאי ליהוה הלואה גבך

קני כשיעור זוזך

צד אחד ברבית

פטומי מילי בעלמא

1 So let's review...

Zugt di Mishnah

מרבין על השכר  
ואין מרבין על המכר

It is permitted for a landlord to increase the rent in exchange for delayed payment, but it is forbidden to sell one's property for a higher price in exchange for delayed payment.

The Mishnah elaborates:

כיצד  
השכיר לו את חצרו  
ואמר לו

If someone rented out a property under the following terms:

אם מעכשיו אתה נותן לי  
הרי הוא לך בעשר סלעים לשנה  
ואם של חודש בחודש  
סלע לחודש

You can either pay me ten Sela for the entire year's rent upfront, OR you can pay me monthly at a rate of one Sela a month, totaling twelve Sela per year;

מותר

This arrangement is permitted.

However,

מכר לו את השדה  
ואמר לו

If someone sold a property with the following terms:

אם מעכשיו אתה נותן לי  
הרי הוא לך באלף זוז  
ואם לגורן בשנים עשר מנה

You can either pay me 1000 Zuz now, OR 1200 Zuz at the time of threshing;

אסור

This arrangement is forbidden.

1

מלכות

ואין מרבין  
על המכר

It's forbidden  
to sell one's property  
for a higher price  
in exchange for  
delayed payment

מרבין  
על השכר

It's permitted  
for a landlord  
to increase the rent  
in exchange for  
delayed payment

...730

מכר לו את השדה  
ואמר לו

אם מעכשיו אתה נותן לי

הרי הוא לך

באלף זוז

ואם לגורן

בשנים עשר מנה

אסור

השכיר לו את חצרו  
ואמר לו

אם מעכשיו אתה נותן לי

הרי הוא לך

בעשר סלעים לשנה

ואם של חודש בחודש

סלע לחודש

מותר

2 And the Gemara asks  
 מאי שנא רישא  
 ומאי שנא סיפא  
 Why is the first case not considered אגר נטר, while the second case IS considered אגר נטר, charging for delayed payment, which resembles interest on a loan, and forbidden?

And the Gemara explains:  
 In the first case of השכיר, a rental; since שכירות אינה משתלמת אלא בסוף  
 The rent is only due at the end of the rental period; therefore,  
 כיון דלא מטא זמניה למיגבא  
 לאו אגר נטר ליה  
 Since he does not owe payment at the beginning of the rental period, he is not charging extra for delayed payment; rather  
 משווא הוא דהכי שויא  
 The higher price at the end of the month IS the actual price; and the  
 עשר סלעים לשנה  
 אוזולי הוא דקא מוזיל גביה  
 He is offering a discount for early payment.

However, in the second case of מכר, a sale;  
 כיון דזביני ניהו  
 ובעי למישקל דמי מעכשיו  
 אגר נטר ליה הוא  
 Since he is obligated in payment immediately upon acquiring the property, the אלף זוז is the actual price, and the extra amount of עשר מנה is a surcharge for delayed payment, and therefore forbidden.  
 =====

2 The Gemara asks...

**מאי שנא רישא ומאי שנא סיפא?**

Why is the first case not considered אגר נטר, while the second case IS considered אגר נטר, charging for delayed payment, which resembles interest on a loan, and forbidden?

**השכיר:**

**שכירות אינה משתלמת אלא בסוף**  
 The rent is only due at the end of the period  
 Therefore,  
**כיון דלא מטא זמניה למיגבא לאו אגר נטר ליה**  
 Since he doesn't owe payment at the beginning, he is not charging extra for delayed payment  
 Rather  
**משווא הוא דהכי שויא**  
 The higher price at the end of the month IS the actual price  
 and the **עשר סלעים לשנה אוזולי הוא דקא מוזיל גביה**  
 He is offering a discount for early payment

**מכר:**

**כיון דזביני ניהו ובעי למישקל דמי מעכשיו אגר נטר ליה הוא**  
 Since he is obligated in payment immediately upon acquiring the property, the אלף זוז is the actual price, and the extra amount of עשר מנה is a surcharge for delayed payment, and therefore forbidden

3 The Gemara then discusses several instances where delayed payment may be permitted:

1.

אמר רב נחמן  
טרשא שרי

It is permitted to sell merchandise at a higher price in exchange for delayed payment. The Gemara reconciles this statement with our Mishnah's ruling

אין מרבין על המכר

As follows;

התם קץ ליה  
הכא לא קץ ליה

In the Mishnah's case he explicitly offered both payment options; and that is forbidden. However, in רב נחמן's case he only states the higher price; and that is permitted, even though it is implicitly understood that the buyer would receive a better price if he paid immediately.

=====

3

Several instances  
delayed payment may be permitted:

1

אמר רב נחמן

טרשא שרי

It is permitted to sell merchandise at a higher price  
in exchange for delayed payment

The Gemara reconciles this statement  
with our Mishnah's ruling

אין מרבין על המכר  
as follows;

הכא  
לא קץ ליה

He only states  
the higher price;  
and that is permitted

התם  
קץ ליה

He explicitly offered  
both payment options;  
and that is forbidden

4

2.

אמר רב פפא  
טרשא דידי ודאי שרי

Beer was cheaper in Tishrei when it was readily available right after the harvest, and more expensive in Nissan when supply was limited.

רב פפא sold beer in תשרי for the more expensive price, in exchange for delaying payment until ניסן, and explained his rationale:

שכראי לא פסיד  
זוהי לא צריכנא

The beer will not spoil and I do not need the money right now, and so I can easily wait and sell my beer when the price rises. Therefore,

אנא הוא דקא עבידנא מילתא גבי לוקח

I am doing the buyer a favor by selling it to him right now, and so this is not considered נטר

4

2

אמר רב פפא

טרשא דידי ודאי שרי

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when it was readily available right after the harvest,  
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Therefore,

אנא הוא דקא עבידנא מילתא גבי לוקח

I am doing the buyer a favor by selling it to him now,  
and so this is not considered נטר

5 However, the Gemara challenges this logic:  
 מאי חזי מר  
 דקא אזלת בתר דידיך  
 זיל בתר דידהו  
 From your perspective, this is indeed the fair price, but  
 from the buyer's perspective, he is paying a premium for  
 delayed payment, because  
 אילו הוה להו זוזי  
 הוה שקלי כי השתא  
 השתא דלית להו זוזי  
 שקלי כיוקרא דלקמיה  
 He is only paying the higher price because he has no  
 money now to buy at the current cheaper price.

Therefore, the Gemara on ס"ח rules  
 לית הלכתא  
 כטרשי פפונאי  
 The arrangement of רב פפא is not permitted.  
 And as תוספות explains;  
 כשהשער קבוע הוי כקץ  
 Although, רב פפא did not mention two options;  
 Nevertheless, since there was an established cheaper  
 market price available, there are clearly two options, and  
 choosing delayed payment is considered אגר נטר

3.  
 אמר רב חמא  
 טרשא דידי ודאי שרי  
 My arrangement is certainly permitted.  
 As Rashi explains;  
 חמא sold goods to merchants on credit at a higher price  
 which they could fetch elsewhere. After transporting and  
 selling it there, they would use the proceeds to buy and  
 bring back goods that were cheaper there and sell them  
 here, which was their profit. When the money was due,  
 they would pay חמא רב for his goods at the higher price for  
 which they sold it.

5 *The Gemara challenges this logic:*

**מאי חזי מר דקא אזלת בתר דידיך  
 זיל בתר דידהו**

*From your perspective, this is indeed the fair price,  
 but from the buyer's perspective,  
 he is paying a premium for delayed payment:*

**אילו הוה להו זוזי הוה שקלי כי השתא  
 השתא דלית להו זוזי שקלי כיוקרא דלקמיה**

*He is only paying the higher price  
 because he has no money now  
 to buy at the current cheaper price*

*Therefore, the Gemara on ס"ח rules:*

**לית הלכתא  
 כטרשי פפונאי**

*The arrangement of רב פפא  
 is not permitted*

**3**  
 אמר רב חמא

**טרשא דידי ודאי שרי**

*My arrangement is certainly permitted.*

*As Rashi explains;*  
 חמא sold goods to merchants on credit at a higher price  
 which they could fetch elsewhere.  
 After transporting and selling it there,  
 they would use the proceeds to buy and bring back goods  
 that were cheaper there and sell them here,  
 which was their profit.  
 When the money was due, they would pay חמא רב for his  
 goods at the higher price for which they sold it.

6 Now, there are two concerns which would render this arrangement אגר נטר and forbidden:  
 One;  
 They only agreed to the higher price in exchange for the delayed payment?  
 Rashi addresses this concern and explains;  
 הוא מקבל עליו אחריות דרך בהליכה  
 retained responsibility for the merchandise on the way there. Therefore,  
 לא הויא מלוה גבייהו  
 עד שהפרקמטיא נמכרת  
 He owns the goods until they are sold there, and the money only converts to a loan at that point, and so the higher price he received was the actual value of the loan, and is not רבית.

However, as Tosfos explains, there is another concern:  
 היו טורחין לו להביא סחורתו ולמכרה  
 בשכר הלואתו  
 They transported and sold his merchandise for him at no profit in exchange for the loan, and this service should be considered interest on the loan?

רב חמא, in the Gemara, addresses this concern himself, and explains;  
 ניהא להו דליקו ברשותי  
 דכל היכא דקא אזלי שבקי להו מכסא  
 ונקוט להו שוקא  
 Since they represented רב חמא, they enjoyed the status accorded חמכים, in that they were exempt from taxes and received exclusive rights to sell their merchandise. They sold his merchandise in exchange for these benefits, and not for the loan.

The Gemara rules  
 הלכתא כרב חמא  
 The arrangement of רב חמא is indeed permitted.  
 =====

6 Two concerns which would render this arrangement אגר נטר

They only agreed to the higher price in exchange for the delayed payment?

Rashi explains;

הוא מקבל עליו אחריות דרך בהליכה  
 רב חמא retained responsibility  
 for the merchandise on the way there. Therefore,  
 לא הויא מלוה גבייהו  
 עד שהפרקמטיא נמכרת  
 He owns the goods until they are sold there,  
 and the money only converts to a loan at that point,  
 and so the higher price he received  
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היו טורחין לו להביא סחורתו ולמכרה  
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 They transported and sold his merchandise for him  
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 and this service should be considered interest on the loan?

רב חמא

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 דכל היכא דקא אזלי שבקי להו מכסא  
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Since they represented רב חמא  
 they enjoyed the status accorded חמכים,  
 in that they were exempt from taxes  
 and received exclusive rights to sell their merchandise.  
 They sold his merchandise in exchange for these benefits,  
 and not for the loan.

הלכתא כרב חמא



- 7 Zugt di Mishnah  
מכר לו את השדה  
ונתן לו מקצת דמים  
If someone purchased a field, and gave a partial payment;  
ואמר לו  
אימתי שתרצה הבא מעות  
וטול את שלך  
And the seller said "You shall take possession of the field  
when you pay the balance;"  
אסור  
This transaction is forbidden.

7

מכר לו את השדה  
ונתן לו מקצת דמים  
*If someone purchased a field,  
and gave a partial payment;*  
ואמר לו  
אימתי שתרצה הבא מעות  
וטול את שלך  
*And the seller said  
"You shall take possession of the field  
when you pay the balance;"*  
אסור  
*This transaction is forbidden.*



8 The Gemara contrasts several forms of this arrangement:  
1.

לכי מייתית קני מעכשיו

The Mishnah refers to a case where the seller said, "When you pay the balance, the field is yours retroactively."

Therefore, this case always involves interest. As Rashi explains;

אם יאכל המוכר פירות

If the seller gets the produce in the interim,

לכשיביא זה המעות

נמצא שהשדה קנויה לו מיום המכר

וזה אכל הפירות בשכר המתנת מעותיו

If the buyer eventually pays the balance, he owned the field retroactively, and the seller got the produce as interest for the delayed payment.

Conversely,

אם יאכל לוקח פירות

If the buyer gets the produce in the interim,

שמא לא יביא מותר המעות

ויחזיר לו זה מה שקיבל

נמצא שלא היתה שדה קנויה לו

The buyer might not pay the balance, in which case the seller will return the initial payment and the field remains his, and

מענת הראשונות

כמלוא בעלמא היו אצל מוכר

וזה אכל פירות בשכרו

In retrospect, the original payment was actually a loan to the seller, and the buyer will have gotten the produce as interest.

Therefore, if such a sale IS made;

משלשלין את הפירות

The produce is given to a third party until the field's ownership is determined.

8

1

## לכי מייתית קני מעכשיו

The Mishnah refers to a case where the seller said, "When you pay the balance, the field is yours retroactively."  
Therefore, this case always involves interest.

*As Rashi explains. . .*

אם יאכל המוכר פירות

*If the seller gets the produce in the interim,*

לכשיביא זה המעות

נמצא שהשדה קנויה לו מיום המכר

וזה אכל הפירות בשכר המתנת מעותיו

*If the buyer eventually pays the balance,*

*he owned the field retroactively,*

*and the seller got the produce as interest for the delayed payment.*

אם יאכל לוקח פירות

*If the buyer gets the produce in the interim,*

שמא לא יביא מותר המעות

ויחזיר לו זה מה שקיבל

נמצא שלא היתה שדה קנויה לו

*The buyer might not pay the balance, in which case the seller will return the initial payment and the field remains his, and. . .*

מענת הראשונות

כמלוא בעלמא היו אצל מוכר

וזה אכל פירות בשכרו

*In retrospect,*

*the original payment was actually a loan to the seller, and the buyer will have gotten the produce as interest.*

Therefore, if such a sale is made;

משלשלין את הפירות

The produce is given to a third party until the field's ownership is determined.

9

2.

לכי מייתית קני

If the seller stipulated, "When you pay the balance, you will THEN take possession of the field;"

מוכר אוכל פירות

The seller retains full ownership of the field and may eat the produce in the interim.

3.

קני מעכשיו

וזוזאי ליהוה הלואה גבך

If the seller stipulated, "The sale is effective immediately, and you owe me the balance of the payment as a loan;"

לוקח אוכל פירות

The buyer immediately assumes full ownership of the field, and may eat the produce.

9

2

**לכי מייתית קני**

If the seller stipulated,  
"When you pay the balance,  
you will THEN take possession of the field;"

**מוכר אוכל פירות**

The seller retains full ownership of the field and may eat the produce in the interim.

3

**קני מעכשיו  
וזוזאי ליהוה הלואה גבך**

If the seller stipulated,  
"The sale is effective immediately,  
and you owe me the balance of the payment as a loan;"

**לוקח אוכל פירות**

The buyer immediately assumes full ownership of the field, and may eat the produce.

10

4.

קני כשיעור זוזך

If the seller said, "You can now acquire a portion of the field equal to the value of this payment, and the rest when you pay the balance;"

שניהם מותרין

Both the seller and the buyer may eat the produce of their respective portions of the field.

The Gemara points out

מתניתין דלא כרבי יהודה

Our Mishnah which discusses a case where only one of two possible outcomes involves interest and forbids this, holds

צד אחד ברבית אסור

And disagrees with רבי יהודה who holds

צד אחד ברבית מותר

10

4

**קני כשיעור זוזך**

If the seller said,  
"You can now acquire a portion of the field  
equal to the value of this payment,  
and the rest when you pay the balance;"

**שניהם מותרין**

Both the seller and the buyer may eat the produce of their respective portions of the field.

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Our Mishnah which discusses a case where only one of two possible outcomes involves interest and forbids this, holds

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And disagrees with רבי יהודה who holds

**צד אחד ברבית מותר**

11 Similarly, another ברייתא states

מכר לו בית  
מכר לו שדה

If someone sold a house or a field,  
ואמר לו

לכשיהיו לי מעות החזירם לי

אסור

The seller may not stipulate that he retains the option to buy back the property, because if he does exercise this option, it would nullify the sale retroactively and the produce consumed by the buyer in the interim would be considered interest.

This Braisa clearly holds

צד אחד ברבית אסור

However, the ברייתא concludes

לכשיהיו לך מעות אחזירם לך

מותר

The buyer may reassure the seller that he will sell it back to him, because

כיון דמוכר בעי לאתנויי

והכא לוקח קא מתני

אמרת פטומי מילי בעלמא הוא

Since the seller would normally make this stipulation, and

instead the buyer is offering, we assume that he merely

intends to appease him, but it is not a commitment, and so

נעשה כמאן דא"ל מדעתיה

It is as if the buyer explicitly stated that it is his option to decide later whether to honor his word. Therefore, if he does, it is a new sale which takes effect at that time, but not retroactively.

This discussion continues into the next Daf.

11

ברייתא

מכר לו בית – מכר לו שדה

If someone sold a house or a field,

ואמר לו

לכשיהיו לי מעות החזירם לי

אסור

The seller may not stipulate that he retains the option to buy back the property, because if he does exercise this option, it would nullify the sale retroactively and the produce consumed by the buyer in the interim would be considered interest.

This Braisa clearly holds

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The buyer may reassure the seller that he will sell it back to him, because

כיון דמוכר בעי לאתנויי

והכא לוקח קא מתני

אמרת פטומי מילי בעלמא הוא

Since the seller would normally make this stipulation, and instead the buyer is offering, we assume that he merely intends to appease him, but it is not a commitment, and so

נעשה כמאן דא"ל מדעתיה

It is as if the buyer explicitly stated that it is his option to decide later whether to honor his word.

Therefore, if he does, it is a new sale which takes effect at that time, but not retroactively.