

OVERVIEW of the Daf

1) Designating the offspring as a korban (cont.)

The Gemara draws an inference from the previously-cited Baraisa that seems to refute R' Huna's opinion regarding offspring that were conceived while the mother was consecrated but were not born until after the mother was redeemed.

The Gemara defends R' Huna's position.

It is noted that R' Huna must have a different text for the Baraisa that rules that one who slaughters them outside of the Beis HaMikdash is liable.

2) Making a temurah for a blemished korban

R' Nachman in the name of Rabbah bar Avuha asserts that a temurah designated after the original animal was redeemed is left to die.

R' Amram's position is unsuccessfully challenged.

A Baraisa is cited in favor of R' Nachman's ruling.

The derivation of the Baraisa is unsuccessfully challenged.

The necessity for a pasuk to teach about the five chataos that are left to die is successfully challenged and the Gemara explains why this halacha requires an oral tradition as well as an exposition.

An alternative explanation is presented.

3) MISHNAH: The Mishnah begins by elaborating on the topic of creating a partnership with a non-Jew to exempt animals from the halachos of bechor. The Mishnah concludes with the halacha related to mutant offspring.

4) Tzon-barzel

The Gemara challenges the implication of the Mishnah that as long as money is not exchanged when creating a tzon-barzel agreement the property remains in the owner's possession.

Abaye resolves this challenge.

Rava successfully challenges this explanation and offers an explanation of his own.

5) Offspring

R' Huna and R' Yehudah dispute how many generations are exempt from the bechor law, two or three.

R' Yehudah's position that three generations are exempt is unsuccessfully challenged.

The Gemara begins a challenge to R' Huna's position that only two generations are exempt. ■

Distinctive INSIGHT

Who is the owner in a tzon-barzel arrangement?

אמר אביי לא קשיא הא דקביל עליה אונסא וזולא, והא דלא קביל עליה אונסא וזולא

The Mishnah taught the halacha of a Jew who receives animals from a non-Jew in a "צאן ברזל" arrangement. This is where animals owned by a non-Jew are assessed and given to a Jew to raise and nurture until a specified time, when he would pay the assessed value to the non-Jew. The benefit the Jew receives for his efforts is that the non-Jewish owner and the Jewish care-taker divide the offspring which are produced during the interim of the arrangement. The Mishnah rules that any firstborn animals born during this time are exempt from the mitzvah of bechora. The Gemara explains that the reason for this exemption is that if the Jew would not pay the assessed value of the animals at the specified time, the non-Jew would be allowed to take his payment from the animals themselves and from their offspring. This degree of control of the non-Jew is enough for him to be viewed as a partner in their ownership, and the mitzvah of the firstborn does not apply.

The Gemara contrasts our Mishnah to the halacha of a tzon-barzel between two Jews, in Bava Metzia 70b. The halacha prohibits an arrangement of tzon-barzel of sheep because when the flock is given by its owner to a receiver who will raise them, we consider the flock to be in the possession of the receiver, as a loan. When he divides the offspring with the owner, the receiver is considered to be paying interest for the loan of the flock.

Why does our Gemara consider the non-Jew, who is the owner, to be a significant party in the ownership of the flock in a tzon-barzel arrangement, while the Gemara in Bava Metzia views the receiver as the principal owner in this arrangement?

Continued on page 2)

REVIEW and Remember

1. What is unique about the blemish of having a cataract in the eye?

2. What are the five chataos that are left to die?

3. When is a mutant offspring subject to the laws of bechor?

4. What is the point of dispute between R' Huna and R' Yehudah?

HALACHAH Highlight

Renting an animal to a gentile

צאן ברזל

Tzon-barzel

Beis Yosef¹ cites two opinions concerning someone who rented his oxen to a gentile for plowing and the gentile plows with them on Shabbos. Does the Jewish owner violate the prohibition against his animal working on Shabbos or not? One opinion maintains that if the gentile accepts responsibility for the animal, meaning, if the animal dies, is stolen, increases or decreases in value the renter will bear responsibility, it is considered a tzon-barzel agreement and the Jewish owner of the oxen is not responsible that his animals are not resting on Shabbos. A more stringent opinion contends that since the gentile renter is not authorized to sell the oxen they remain in the possession of the Jew and he is responsible to assure that his animals rest on Shabbos. Shulchan Aruch² cites both opinions and Rema³ seems to favor the lenient position.

Sefer Lachmei Todah⁴ asserts that it is evident from numerous sources that when a renter has a tzon-barzel agreement with the owner of an animal the animal is considered in the possession of the renter. The stringent opinion must maintain, he suggests, that the oxen in this case do not constitute a tzon-barzel agreement. The reason may be that although the renter is liable if the value of the animal decreases and he stands to gain if the value of the animal increases, nevertheless, since he may not sell the animal it cannot be considered his. He also asserts that halacha follows the lenient position about this matter and even though the renter is not authorized to sell the animal it is still considered a tzon-barzel agreement. Shulchan Aruch HoRav⁵ contends that the lenient position applies only

(Overview...continued from page 1)

Abaye answers that in our Mishnah, "he" (the owner) accepted responsibility for any mishaps or market depreciation that would adversely affect the flock. Therefore, our Mishnah understandably considers him as an active owner. The Mishnah in Bava Metzia is discussing a case where the owner did not maintain accountability for mishaps or market devaluations, so the flock is considered to be fully in the possession of the receiver.

Rashi explains that in our Mishnah, the non-Jew, who is the owner, accepted all responsibility for losses, as we explained. Ramban also writes that the non-Jew accepted to absorb the losses, but he explains that this refers only to losses where the sheep are still intact. For example, where the sheep were stolen by force, or where the market price dropped. However, the owner did not accept responsibility for physical losses or damage. Ritva writes that the owner only accepted to cover for losses due to unforeseen mishaps (אונס), and he notes that Rashi's explanation where the owner maintained most of the risk does not fit into the definition of a tzon-barzel arrangement. ■

when the renter stands to profit in the event that the animal increases in value. If, however, the renter will not share in the increased value of the animal and will only benefit from the offspring of the rented animal it is not a tzon-barzel agreement and the animal is not considered his. Therefore, when such an agreement is made the gentile renter may not feed chometz to the animal on Pesach since the animal remains in the possession of its Jewish owner who may not benefit from chometz. ■

1. בית יוסף אור"ח סי' רמ"ו ד"ה כתוב בהגהות.
2. שו"ע שם סעי' ד'.
3. רמ"א שם סעי' ה' ועי' במ"ב ס"ק כ"א.
4. לחמי תודה סי' כ'.
5. שו"ע הרב אור"ח סי' רמ"ו קו"א סק"ו. ■

STORIES Off the Daf

Two Friends

רבית

On today's daf we find a discussion of the halachos of taking interest.

One non-Jew was a very kind person, always helping his friends both Jewish and non-Jewish. He helped out one particular Jew in many ways, proving his friendship and earning his undying gratitude. When the non-Jew ran into financial troubles and asked his Jewish friend

for a very large loan, the prospective lender was in a bit of a quandary. Although his friend had no way of knowing this, the lender's finances were excellent; he could easily get along without charging interest. His greatest desire was to give his friend an interest-free loan. But he wondered if this was halachically permitted. In general it is forbidden to give an idolater a gift, including an interest-free loan—especially the astronomical sum the non-Jew required. But the Jew reasoned that this may be permitted in this case. After all, hadn't his non-Jewish friend done so much to help him in the

past? How could he be forbidden from responding in kind?

When this question reached Rav Shlomo Eiger, zt"l, he ruled that the lender was permitted to give his non-Jewish friend an interest-free loan. "Not only are you permitted to loan this non-Jew money interest free; if he did many kindnesses for you, you are obligated to give him a loan without charging interest. This is clear in the Radak in Tehillim 15:4, and is halachah l'maaseh!"¹ ■

1. גליון מהרש"א על ש"ע יו"ד, סי' קנ"ט ■