

OVERVIEW of the Daf

1) Acquiring merchandise with an undetermined number of coins

R' Huna rules that if a customer offers to buy merchandise with an undetermined amount of money the transaction is valid but the seller has the right to claim אונאה.

The rationales for these rulings are explained.

According to a second version R' Huna ruled that there is no אונאה.

It is noted that when the seller is not particular about the amount of money he receives it is a חליפין transaction but the Gemara wonders about a חליפין transaction in which the seller is particular about the value.

An unsuccessful attempt is made to prove that it does not qualify as a חליפין transaction.

It is suggested that R' Huna's ruling indicates that money can be used to effect a חליפין transfer.

This inference is rejected and R' Huna is in fact cited as stating explicitly that money cannot be used to effect a חליפין transfer.

2) חליפין

Rav and Levi disagree whether it is the object of the one acquiring or the one who is transferring that is used to effect the חליפין transfer.

Levi's position that the object of the one who is transferring is used for חליפין is unsuccessfully challenged.

It is noted that there is a dispute between Tannaim whose object is used for the חליפין transfer.

R' Nachman and R' Sheishes disagree whether חליפין could be performed with produce.

Each Amora cites a verse that supports his understanding and offers an alternative explanation for the other's verse.

The Gemara explains the precise meaning of the phrase that is used in contracts to indicate that an act of חליפין was performed.

Alternative explanations are offered for some of the phrases.

3) Asimon

Rav explains what the term asimon denotes.

This explanation is successfully challenged and R' Yochanan offers an alternative definition of the term.

It is noted that R' Yochanan's position is consistent with another ruling that he issued.

4) Acquisition of movable objects

R' Yochanan asserts that Biblically money acquires movable objects and Chazal enacted that משיכה acquires movable objects to protect the buyer.

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Distinctive INSIGHT

Does אונאה apply in a case of חליפין?

ויש לו עליו אונאה דמכור לי באלו קאמר ליה

Raba, in the name of R' Huna, discusses a case of a buyer who presents the seller with a wad of uncounted money, which is accepted. The ruling is that even before the object is given, neither party is permitted to back out of the deal. We treat this transaction as one of חליפין, because the seller did not inquire how much money was being given. It seems that he accepted the wad of money as a barter item, and the purchased item is transferred immediately with the acceptance of the wad of money. Rashi explains that on the one hand, the buyer used the term "מכור לי," which suggests that the transaction is a regular sale. Accordingly, the law of אונאה applies, and if the money is not enough to pay for the item, the sale is subject to being cancelled (if the amount is more than one-sixth off the actual value).

Ri"ף notes that according to Rashi, when the person said "מכור," this indicates a sale, and when he said "באלו," this indicates חליפין. Yet, it is only considering the possibility that the deal is a sale that we say there is a concern of אונאה—unfair overcharges. We see that when חליפין is actually used there is no issue of אונאה. Ri"ף also notes that although the rule of אונאה does not generally apply to חליפין, if the participants expressly state their concern regarding the value of the respective items, אונאה would apply in this case, as well, which is consistent with the conclusion of the upcoming Gemara. This is also the opinion of Ri"ף, and ר"י מיגא"ש.

Ramban and Ritva disagree, and they hold that אונאה applies in all cases of sales and exchange. If the two parties exchange barter items (חליפין), if any of the items is not worth what it was expected to be, we would use the parameters of the laws of אונאה to determine whether the sale remains valid or not. The reason our Gemara mentions that אונאה applies only if the

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REVIEW and Remember

1. What is the difference between the two versions of R' Huna's ruling?

2. What is the point of dispute between Rav and Levi?

3. Explain the intent of the words of the phrase במנא דכשר למקניא ביה.

4. What is the point of dispute between R' Yochanan and Reish Lakish?

HALACHAH Highlight

אונאה for items that do not have a fixed market value

למעוטי קרקע דלית ביה אונאה

To exclude land from the prohibition of אונאה

There is a disagreement between Beis Yosef and Shach whether the prohibition of אונאה applies when selling an unknown quantity of merchandise. Beis Yosef¹ writes that if an agreement is made between two parties to sell the milk of a goat or the wood from trees neither party can make a claim of אונאה.

Shach² disagrees and asserts that even this type of transaction is subject to the prohibition of אונאה. Along similar lines, Aruch Hashulchan³ ruled, concerning merchandise that does not have a fixed market price, that אונאה is violated only when a person sells the merchandise for a sixth more than the highest price for which the object is sold.

Erech Shai questions the parameters of the prohibition of אונאה. Does the prohibition apply when all the merchants sell this product for the same price or perhaps the prohibition applies even when different merchants sell the same item for different prices? A simple understanding of the prohibition is that when there is a fixed market value for an item and one merchant charges a sixth more than that fixed value he violates the prohibition of אונאה. On the other hand, one could argue that

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deal is a sale, but not if it is חליפין is that in this case specifically the seller showed no regard for the amount of money he was being presented. It is only here that we disregard the value exchanged, as the seller dismissed his concern. However, if the deal is a sale, even though the seller did not count the money, he is understood to be relying on the standard rules of a sale and the protection of the laws of אונאה. ■

even when every merchant charges a different amount the prohibition will apply since the customer can claim that had he known that he could purchase the merchandise for a cheaper price he would not have spent so much on his purchase. Erech Shai answers that it is clear from the earlier-cited Shach that אונאה applies even to items that do not have a fixed value. Furthermore, from the fact that a pasuk is necessary to teach that אונאה does not apply to land it is clear that אונאה applies to items that do not have a fixed price. Since land, by nature, does not have a fixed value there should be no need for a pasuk to exclude land from the prohibition of אונאה. The fact that an exposition is necessary indicates that אונאה applies even to items that do not have a fixed market value. ■

1. ב"י חו"מ סי' ר"ט.

2. ש"ך שם סק"א.

3. ערוה"ש סי' רכ"ז סעי' ז.

4. ערך ש"י סי' ר"ט. ■

STORIES Off the Daf

Redemption and exchange

על הגאולה ועל התמורה ...

A certain very wealthy chassid decided to go to Belz for Shavuot. Many chassidim from near and far had arrived to accept the Torah with their rebbe. As can be readily imagined, there were many reunions between relatives and old friends, making the holiday even more joyous. It was therefore no surprise when the wealthy chassid ran into an old school friend in the course of his hectic preparations for Yom Tov.

Unfortunately, their reunion was marred with bitterness since it was clear to the chassid that his school friend was absolutely destitute. Even his shoes were so run down that the patches were split open.

When the wealthy chassid saw his old friend's dire needs, he was filled with compassion. On a whim, he insisted that his friend switch shoes with him. The poor

man eventually complied, but it was so late that the wealthy chassid did not have time to purchase another pair for Yom Tov and he was forced to wear the dilapidated pair.

Although the two friends had eyes only for each other, there were many witnesses to their meeting and subsequent footwear exchange. Understandably, everyone who saw this was astounded at the wealthy man's kindness and self sacrifice, and this story quickly spread throughout the entire congregation, until it even reached the ears of the rebbe, Rav Yissachar Dov of Belz, zt"l.

The rebbe, who was known for his penetrating understanding and incisive comments, said, "Chazal said that tzedakah causes two great benefits. First of all, it draws the ultimate redemption ever closer. Secondly, the world is filled with temuros, exchanges. Today, one person is poor and another is rich, but tomorrow their status may likely switch. But if the wealthy man gives of his largess to benefit the poor, Hashem allows him to keep his

wealth.

"In light of this introduction, we can say that this wealthy man's generosity is hinted to in Megillas Rus. There the verse states, 'על הגאולה ועל התמורה'— On the redemption and the exchange.' 'Redemption' alludes to this act which drew the redemption closer, and 'exchange' hints that this man's wealth will not be switched for poverty—all in the merit of this one deed!"¹ ■

1. מועדים, ע' 359

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This explanation is unsuccessfully challenged.

Reish Lakish asserts that משיכה is a Biblical method of acquisition.

The exchange between R' Yochanan and Reish Lakish concerning the relevant verses is recorded.

R' Yochanan's position is unsuccessfully challenged.

A challenge to Reish Lakish's position is presented. ■