



Credit, Shemittah and Rosh Hashanah

The final *perek* of *Sheviit* deals with *shemittat kesefim*. This refers to the law that at the end of the *shemittah* year, loans are cancelled and the lender may not attempt to recover his money.

The *Mishnah* (10:2) discussed the cases regarding one that slaughtered an animal on *Rosh Hashanah* and handed out parts of the meat to others with the understanding that they would pay him back. A Jewish month is either twenty-nine or thirty days. In the times of the *Mishnah*, *Rosh Chodesh* was determined by witness testimony having sighted the new moon. The first day *Rosh Hashanah* was observed on the thirtieth day of *Elul* since it was possible that the witnesses would arrive on that day meaning that it would indeed be the first day of *Tishrei* - *Rosh Hashanah*. If they did not come, then the next day, the "second" day of *Rosh Hashanah*, would be the first of *Tishrei*. The *Mishnah* teaches that if the person distributed meat on the first day of *Rosh Hashanah* then whether or not the money owed to him would be cancelled depends on whether *Elul* was a twenty-nine or thirty-day month. Since the debts are cancelled at the end of the *Shemittah* year, if *Elul* was a thirty-day month, this would mean the "debt" occurred within the *Shemittah* year and the debt would be absolved. If however the witnesses arrived making the first day of *Rosh Hashanah* the first of *Tishrei* then the debt would belong to the next *Shemittah* cycle.

The difficulty raised is that the previous *Mishnah* records a debate regarding credit granted by a shopkeeper. The *Chachamim* understand that unless the shopkeeper tallies up the money due and turns it into a formal loan, then it would not be effected by *shemittat kesafim*. *R' Yehuda* however argues that only the money owed on the most recent transaction would not be cancelled. All previous money owed however, would be cancelled. This is because any future credit turns all past credits into a loan. It first glance, it is difficult to resolve our *Mishnah* with either opinion.

The *Tosfot Yom Tov* however cites the *Beit Yosef* that explains that there is a difference between our case and store credit. In the latter case, the credit generally runs for an

extended period, one or two years and not claimed prior to that time. This then would be equivalent to the case where one lent money for a period extending beyond the *shemittah* year. According to most opinions in such a case, the debt would not be absolved. If one however sells an item to another without a payment period (as in our case), then at the time of sale, it is considered a loan and *shemittah* would cancel the debt.

The *Tosfot Anshei Shem* however asks, since in our case the purchasers cannot pay on *yom tov*, it should be considered like a loan that needs to be paid after *shemittah*! He answers that this case must be where the witnesses arrived after *mincha* thus still leaving time for the debt to be claimed within the *Shemittah* year.

The *Mishnah Rishona* however questions the novelty of the *Mishnah*. If it were simply to differentiate between shop credit and a sale, then involving *Rosh Hashanah* in the case would be unnecessary. Furthermore, whether or not *Shemittah* absolves a debt whose due date extends past the end of *Shemittah* is a subject of debate and this *Mishnah* is not cited when analysing it. Consequently, he understands that there is no difference between giving out part of the meat and store credit. The difference between the two cases is that our case is occurring on *Yom Tov*.

He cites the *Yerushalmi* to explain. The *Yerushalmi* understood that our *Mishnah* is according to the opinion of *R' Yehuda*. At the suggestion, the *Yerushalmi* ask that the money owed cannot be claimed on *Yom Tov*. In other words, the reason why *R' Yehuda* considers the past credit as a debt is because it could have been claimed at the time of the future transactions. In this case however, on *Yom Tov*, it cannot be claimed. The *Yerushalmi*'s answer: he can trust him. In other words, we find that on *Yom Tov* if the butcher does not trust the purchaser, he can take *tallit* as a collateral. The *Yerushalmi* considers this equivalent to claiming the debt. Accordingly, since the butcher did not take a guarantee, at the second purchase, *R' Yehuda* considers the previous money owed as a loan, even on *Yom Tov*.

Yisrael Bankier

Revision Questions

שביעית ט' ד' – י' ח'

- Explain the debate regarding whether the law of *biur* comes into effect, if all that remains is guarded produce. (ט' ד')
- What are *t'fichim*, *duphra* and *sitvanior*? Does the law of *biur* come into effect if only these things remain in the field? (ט' ד')
- If someone has a preserve with three different vegetables and the *zman biur* has began for one of these vegetables, what should one do with the preserve? (Include all four opinions.) (ה' ט')
- Until when can one gather: (י' ט')
 - Moist greens?
 - Dry greens?
 - Moist leaves?
 - Dry leaves?
- Until when does one rent a house if he rented it "until the rains"? (י' ט')
- Until when can the poor enter a field to collect *peah*, *leket* and *shichecha*? (י' ט')
- When can one burn straw and stubble of the *Shmittah* year? (י' ט')
- What does one do at the time of *biur* with his *shmittah* fruit? (י' ח')
- Explain the debate regarding who can redeem the fruit once it has been removed. (ט' ח')
- Explain the debate regarding what one should do if they inherited a large amount of *shmittah* produce. (י' ט')
- Does one need to separate *challah* from *shmittah* bread? (י' ט')
- Are loans that are formed in a written contract cancelled at the end of the *shmittah* year? (י' א')
- Are the debts due to purchases made on credit cancelled at the end of *shmittah*? (י' א')
- Are wages due to employees cancelled at the end of *shmittah*? (י' א')
- Are payments due to court ruling cancelled at the end of *shmittah*? (י' ב')
- What was the name of the initiative instituted by *Hillel* (based on the previous question) and why was it instituted? (י' ג')
- Explain in further detail *Hillel's* initiative and how it is implemented? (י' ד')
- When is it problematic if a loan contract has the wrong date – if it is early or late? (י' ה')
- When is it problematic if a *pruzbul* has the wrong date – if it is early or late? (י' ה')
- How many *pruzbuls* are required if: (י' ה')
 - Five people loan to one person?
 - One person loans to five different people?
- What is necessary in order that a *pruzbul* can be written (aside from the writing implements)?
- According to *R' Eliezer*, what is special about the status of a beehive? In what other areas of *Halacha* is this fact important? (י' ו')
- If someone insists on paying back a loan after *Shmittah* after the lender has informed him that the debt is cancelled, can the lender accept the money? (י' ח')
- What other case is comparable to the case mentioned in the previous question? (י' ח')

Melbourne, Australia

Sunday -Thursday

10 minutes before *Mincha*
Mizrachi Shul
 Melbourne, Australia

Friday & Shabbat

10 minutes before *Mincha*
Mizrachi Shul
 Melbourne, Australia

Efrat, Israel

Shiur in English

Sunday -Thursday

Rabbi Mordechai Scharf
 9:00am
Kollel Magen Avraham
 Reemon Neighbourhood

ONLINE SHIURIM

Rabbi Chaim Brown
www.shemayisrael.com/mishna/

Rabbi E. Kornfeld
Rabbi C. Brown
<http://www.dafyomi.co.il/calendars/myomi/myomi-thisweek.htm>

SHIUR ON KOL HALOSHON

Rabbi Moshe Meir Weiss
 In US dial: 718 906 6400
 Then select: 1 – 2 – 4

Next Week's Mishnayot...

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	שבת קודש
18 September ט"ו אלול	19 September ט"ז אלול	20 September י"ז אלול	21 September י"ח אלול	22 September י"ט אלול	23 September כ' אלול	24 September כ"א אלול
Sheviit 10:9 - Terumot 1:1	Terumot 1:2-3	Terumot 1:4-5	Terumot 1:6-7	Terumot 1:8-9	Terumot 1:10-2:1	Terumot 2:2-3

