

One who sets a time limit for his friend's loan הקובע זמן להבירו -

OVERVIEW

maintains that when the מלוה sets a due date for the loan, the לוה cannot claim (on the due date) that he already paid before the due date. There is an assumption (חזקה) that a person does not pay his loans before they are due. A loan without a specified due date is considered due and payable at the end of thirty days. Can the לוה claim that he paid the loan during the thirty days? תוספות addresses this issue.

אומר רבינו יצחק דוקא קובע זמן אבל בסתם הלואה לא חשיב ליה תוך שלשים תוך זמנו:
The ר"י says that this rule (of אין אדם פורע תוך זמנו) applies **only** when he **specifically set a time limit; but by an unspecified loan**, where no time limitation was set as to the repayment of the loan; even though the rule is that a סתם הלואה is for thirty days, and after thirty days the לוה is obligated to pay the מלוה, nevertheless the time **within the thirty days is not considered as within the time** of the loan, before it is due. The לוה can claim that he paid the loan within the thirty days. It will not be considered a case of פרעתי תוך זמני. It is not the same as when the due date was specified; in which case any payments before the due date are considered תוך זמנו.

SUMMARY

The ruling of אין אדם פורע תוך זמנו applies only to a loan whose due date was specified. By a סתם הלואה, however, payment within the thirty days is not considered תוך זמנו.

THINKING IT OVER

Why indeed is there a difference whether the due date was specified or not? Seemingly the חזקה should apply in all cases!²

¹ It is only then that we maintain that a borrower will not repay the loan before it is due, and is therefore not believed to claim פרעתי תוך זמני.

² See בל"י אות קיא and נח"מ.