

One who sets a time limit for the repayment of a loan to his friend. – הקובע זמן לחבירו

Overview

לוה 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.

The ר"י says that this rule (of אין אדם פורע תוך זמנו) applies **only** when he **specifically set a time** limit; 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 תוך זמני פרעתי

but by a 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 - לא חשיב ליה תוך שלושים

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 תוך זמני פרעתי. It is not the same as when the due date was specified; in which case any payments before the due date are considered זמנו תוך.

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 זמנו תוך.

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!