He extended the time for her – דארווח לה זימנא

Overview

The גמרא explained that when אביי taught that if someone is מקדש with הנאת מלוה it is a valid קידושין (however one is forbidden to do so initially for it is הערמת רבית), it is in a case where he extended the due date of her loan. תוספות cites the explanation of רש"י concerning ארווח לה זימנא and the איסור of הערמת רבית. However, תוספות disagrees with רש"י concerning הערמת רבית, and therefore has a different interpretation in ארווח לה זימנא as well.

פירוש בקונטרס שהיתה חייבת לו ונתן לה זמן –

רש"י explained that she owed him money (which was already due) **and he gave her** additional **time** to repay the loan -

ואמר לה התקדשי לי בהנאה זו שאת היית נותנת לאדם פרוטה שיפייסני על כך –

And he said to her; become מקודשת to me with this benefit; for you would have given to a person a פרוטה that he should appease me to extend your loan (and now it did not cost you anything) -

ואם פירש לה כך[1] מקודשת –

And if he expressed it so to her explicitly, **she becomes מקודשת** to him –

רש"י continues -

והערמת רבית[2] הוא דהויא ולא רבית גמור דלא קץ לה[3] ולא מידי שקיל מינה[4] –

And this is considered הערמת רבית but not real רבית for he initially **never assessed an amount for her** to pay for this extension, **and he did not take anything from her.**

וכל שכן אם מחל לה כל המלוה ואמר לה התקדשי לי בהנאת מחילה זו[5] מקודשת –

---

[1] It would seem that it is necessary for him to say to her that the קידושין is based on her gaining a פרוטה that she would have given to someone; but not that the קידושין is based merely on the benefit of having her loan extended. See (however) following footnote # 5.

[2] הערמת רבית means that you are collecting רבית in a deceitful manner, by circumventing the prohibition of רבית in a devious way. There is no actual איסור גמור (מדרבנן) for הערמת רבית, however it is deplored. The גמרא in ב"מ סט,ב states יש דברים שהן מותרין ואסורין מפני הערמת רבית.

[3] רש"י seemingly maintains that the איסור רבית מדאורייתא is only if at the time of the loan, a fixed amount was agreed upon to be paid as רבית (and the לוה gives something tangible to the מלוה). In this case there was no agreement at all concerning רבית at the time of the loan.

[4] It is not even a רבית (גמור) מדרבנן since the man did not actually receive something tangible from her. However, it is considered הערמת רבית (which is also אסור מדבריהם [but it is not as severe as רבית גמור מדבריהם] see previous footnote # 2).

[5] Here רש"י does not mention the פרוטה that she is gaining; for she is gaining the הנאה of having the entire loan being forgiven which is something tangible (see previous footnote # 1 and סוכ"ד אות כה).

And certainly if he released her from **the entire loan and said to her; become מקודשת to me with the הנאה** you received **by** having **this loan nullified, she is מקודשת -**

אבל כי מקדשה בעיקר המעות לאו מידי יהיב לה שכבר הם שלה וברשותה –

However, if he is מקדש her with the original money which he lent her, she is not מקודשת, since **he gave her nothing** now, **for** the money **is already hers and in her possession.** This concludes פירש"י.

תוספות comments:

ומה שפירש דרבית קצוצה לא הוי כיון שאין האשה נותנת לאיש כלום[6] –

And that which רש"י **explained that it is not** considered **רבית קצוצה (fixed רבית) since the woman is not** actually **giving anything to the man;** this explanation **-**

לא נהירא[7] כיון שהוא[8] נותן לה זה פרוטה בקידושין ולא נתן לה כלום –

Is not acceptable, since he (is) [should be] giving her this virtual **פרוטה for her קידושין,** but actually **he gave her nothing,** therefore **-**

הוי כאילו נתנה לו פרוטה ממש והוי רבית גמור[9] –

It should be considered **as if she gave him an actual פרוטה, and it should be** considered **as רבית גמור.** This cannot be considered as הערמת רבית.

תוספות explains what indeed is הערמת רבית:

וכי ההיא (בבא מציעא דף סב,ב) דמנה אין לי חטין במנה יש לי[10] –

And only **by** cases **similar to** the case of; **'I do not have a מנה, but I have wheat worth a מנה' -**

שייך לקרות הערמת רבית שמערים דלא הוי אגר נטר ליה[11] –

---

[6] תוספות changes slightly the wording in רש"י. Instead of saying as רש"י does ולא מידי שקיל מינה (stressing that the man received nothing), תוספות writes שאין האשה נותנת לאיש כלום (stressing that the woman is not giving anything to the man). See בל"י אות קמח בד"ה ויש לציין who offers a possible explanation for this change.

[7] It seems that תוספות agrees with רש"י that she would be מקודשת in the case which רש"י illustrates; תוספות disagrees with רש"י (only) concerning why it is called only הערמת רבית and not רבית גמור.

[8] The רש"ש amends this to read 'שהיה' (instead of שהוא).

[9] See אמ"ה footnote # 95, that this means רבית גמור מדרבנן (not מדאורייתא). See (also) 'Thinking it over' # 1.

[10] A borrower asked to be lent a hundred זוז (a מנה); the lender replied that he has no מנה; however, he has wheat worth a מנה, which he is willing to lend (and be paid back a מנה). After the borrower took possession of the wheat, the lender bought back the wheat from the borrower for ninety-six זוז (the borrower agreed, for he needed the cash). What happened here in reality is that the lender gave the borrower ninety-six זוז, and the borrower owes the lender a hundred זוז. This type of רבית is essentially מותר; however it is אסור מדרבנן for this is considered הערמת רבית.

[11] The גמרא states (ב"מ סג,ב) that the (general) rule of רבית is אגר נטר (payment for waiting). If one receives payment for waiting for his loan to be repaid this is considered רבית. In the case of מנה אין לי there is no real אגר נטר, since he lent him a מנה (worth of wheat) and he is being repaid a מנה. The fact that the borrower sold him the wheat for ninety-six זוז is not part of the loan but is treated as a separate sales transaction.

is it possible to consider it הערמת רבית, for he is devious that it should not be אגר נטר ליה.

תוספות offers his interpretation:

לכן פירש רבינו תם דאיירי הכא שהיתה חייבת מעות לאדם אחר –

The ר"ת, therefore, explains that we are discussing here a case **where she owed money to another person** (not to the מקדש) -

והגיע זמנו לפרוע ובא זה ונותן למלוה פרוטה לארווחי לה זימנא –

And the time arrived for the woman **to pay** her debt, and the מקדש **came and gave the lender a פרוטה to extend her** additional **time** to repay the loan -

וקידשה באותה הנאה[12] –

And he was מקדש her with **this הנאה** that she received from him, by his persuading the מלוה to extend her loan.

תוספות questions his own explanation:

ואם תאמר אמאי אסור לעשות כן מפני הערמת רבית –

And if you will say; why is it forbidden to do so, because it is considered **הערמת רבית!** Seemingly there is no רבית at all here -

והא אמר בפרק איזהו נשך (שם דף סט,ב) שרי ליה לאיניש למימר לחבריה –

For the גמרא **states in פרק איזהו נשך, it is permitted for a person to tell his friend -**

שקול ד' זוזי ואוזפי לפלוני זוזי דלא אסרה תורה אלא רבית הבאה מלוה למלוה –

Take four זוז from me **and lend that** other **person money; for the תורה only forbids רבית, which comes from the לוה to the מלוה** directly; however in this case it was an outsider that paid the מלוה and induced him to make the loan. The question is that by המקדש במלוה, the לוה who is the woman is not giving anything to the מלוה; only an outsider is paying the מלוה; why should it not be מותר?! Why is our case different than the case of 'שקול ד' זוזי וכו?!

תוספות answers:

ויש לומר היינו שאין הלוה נותן כלום לנותן –

And one can say that this rule that an outsider can pay the מלוה **is only when the לוה does not give anything to the** outside **giver -**

אבל אם היה נותן היה נראה כשלוחו ואסור[13] –

However by קידושין, he is extending the loan to the woman for the price of a פרוטה (instead of paying for the קידושין); this maintains תוספות is not הערמת רבית, but rather רבית גמור, since it is a case of אגר נטר ליה.

[12] In this case there is certainly no רבית גמור since the לוה (which is the woman) gave no money to the מלוה.

[13] In our case since the woman is not actually receiving money from the מקדש, it is considered as if she is giving him the פרוטה of קידושין and the מקדש in turn is giving it to the מלוה. The מקדש thus appears as a שליח from the אשה (the לוה) to give money to the מלוה, which is forbidden.

However, if the לוה **would give** to the outside giver, the giver **would appear to be an agent** of the לוה **and** that would be **forbidden.**

תוספות supports his view:

דכי נמי אמרינן התם באיזהו נשך (שם) שרי ליה לאיניש למימר לחבריה –

For when the גמרא **also states there in** פרק **איזהו נשך, it is permitted for a person to say to his friend -**

שקול ד' זוזי ואמור לפלוני דלוזפן זוזי היינו כשאין המקבל נותן כלום למלוה[14] –

Take from me **four** זוז **and convince that person to lend me money,** this is permitted **only when the recipient** of the four זוז **does not give anything to the מלוה** to induce him to make the loan -

כי אם היה נותן היה נראה כשלוחו ואסור –

For if the recipient **would give** the מלוה money to induce him to make the loan; **it would appear as if** the recipient **is an agent** for the לוה, **and it would be prohibited.**

תוספות asks:

ואם תאמר אמאי מוקי לה בארווח לה –

And if you will say; why does the גמרא **establish** the ruling of אביי that המקדש בהנאת מלוה מקודשת **in** a case of **ארווח לה**, where he extended the loan; when-

בתחילת הלוואה היה יכול להעמיד דבהנאת מלוה מקודשת[15] –

He could have established the ruling of הנאת מלוה מקודשת by the initial הלואה -

כגון שהמקדש נותן למלוה פרוטה להלוות לה מעות ובאותה פרוטה נתקדשה לו –

For instance if the מקדש gives the מלוה a פרוטה that he should lend her money and she becomes מקודשת to the giver **with that פרוטה!** Why was it necessary to establish it in a case of ארווח לה?

תוספות answers:

ויש לומר בהנאת מלוה משמע מלוה שהיתה עליו כבר:

---

[14] Perhaps תוספות proof (by citing the second case) that there is no transfer of funds from the לוה to the מלוה via the third party is as follows. If the cases cited are permitting the outsider to give money to the מלוה even if he receives money from the לוה (and the לוה is permitted to give money to the outsider even if the outsider gives money to the מלוה) then there is only one case (not two cases); the outsider is receiving money from the לוה and transferring it to the מלוה. The fact that there are two cases proves that in each case no money was transferred through the outsider from the לוה to the מלוה. ועדיין צ"ע.

[15] It would seem that according to רש"י that it is the מלוה who is מקדש the אשה, it is understood why it cannot be בתחלת הלואה, for then it would be (מדרבנן) רבית גמור; he is lending her money (which he expects back) and in addition she is also becoming מקודשת to him (for nothing); she is giving him an additional פרוטה. However according to תוספות it is a valid question.

And one can say that the expression of אביי that he was מקדש her **בהנאת מלוה, indicates that** it is a **מלוה which she had taken previously.**[16]

Summary

According to רש"י the case of דארווח לה זמנא is where the מקדש (is the מלוה and he) extends to her the due date of the loan. It is considered only הערמת רבית, because there was no agreed upon רבית at the time of the loan and he did not receive anything (tangible) from her. תוספות disagrees and maintains that in such a case it would be considered רבית גמור (מדרבנן) since she is saving him the פרוטה that otherwise he would be obligated to give her.
According to תוספות the case of ארווח לה זמנא is where a third party is influencing the מלוה to extend the loan by giving him a פרוטה. There is no רבית at all here since the לוה is giving nothing to the מלוה. It is, nevertheless considered הערמת רבית, since it is considered as if she is giving the מקדש something and he in turn is giving something to the מלוה; it appears as if the מקדש is acting as an agent for the woman to give the מלוה something extra.

Thinking it over

1. תוספות maintains that the fact that he is מקדש the woman with this ארווח לה זימנא, it is considered as if he is receiving רבית (the פרוטה that he is saving). Why is it a forgone conclusion that the husband is gaining by this marriage; he is also indebting himself to support his wife, the fact that he is marrying her should not be considered as if he received something for nothing?![17]

2. תוספות explained that דארווח לה זימנא is discussing a מלוה שהיה עליו כבר since אביי initially said מלוה (ב)הנאת, which indicates מלוה שהיתה עליו כבר[18]. The question seemingly still remains why did אביי mention a מלוה שהיתה עליו כבר and not a מלוה that is currently being negotiated and he wants to be מקדש her with this negotiated מלוה.[19]

---

[16] It would seem that the question reverts back to אביי; why did אביי state בהנאת מלוה?! See מהרש"א that since the first דין of אביי was concerning המקדש במלוה, which is a מלוה שהיתה עליו כבר, therefore in the second דין he also chose a case of a מלוה שהיתה עליו כבר. See 'Thinking it over' # 2.
[17] See אמ"ה footnote # 95 and והלאה בל"י אות קמז.
[18] See footnote # 16 (this question is on the answer of the מהרש"א).
[19] See נח"מ.