

### 1) The two interpretations of the conclusion of the Mishnah

**Braisa:** "Who swears [as to the value of the missing collateral]? The lender, for perhaps the borrower will swear to support his claim and afterwards the lender will produce the deposit."

<b>Rashi (1040-1105)</b>	The lender will refute the borrower's claim, and thus render his oath false. This will disqualify him from henceforth swearing and testifying in court.
<b>Rabbeinu Chananel (990-1053)</b>	Since the value of the item will be determined by producing the collateral, the borrower's oath will become a "vain oath."

### 2) The three resolutions offered on behalf of Rav Huna

- **Rava (Rabah / Rava in the name of Rav Yosef):**

The borrower's oath is only transferred in a case when "witnesses testified that the collateral was burned."

➤ **Question:** From where can the lender produce the collateral?

**Rav Yosef:** The borrower's oath is only transferred in a case when "witnesses testified that the collateral was stolen."

**Point to ponder:** Does this answer comply with Rashi or Rabbeinu Chananel? (Ritva, 1250-1330)

- **Abaye:**

The lender indeed takes Rav Huna's oath. Nevertheless, the Sages were concerned that he might still find it afterwards and produce it.

**Point to ponder:** Does this answer comply with Rashi or Rabbeinu Chananel? (Pnei Yehoshua, Yaakov Yehoshua ben Tzvi Hirsch Falk, Poland/Germany, 1680-1756)

- **Rav Ashi:**

The Mishnah was studied incorrectly, and indeed the borrower takes the oath of "how much was the collateral worth" after the lender takes Rav Huna's oath.

### 3) A Final Challenge to Rav Huna, and a comprehensive elucidation of the Mishnah

#### Scenario

A lender lends money on collateral. The lender loses the collateral...

		Ruling
<b>Case 1</b> "Beginning of the beginning"	<b>Lender:</b> I lent you 1 sela, whilst your collateral was only worth 1 shekel. Hence, you still owe me 1 shekel. <b>Borrower:</b> No, my collateral was worth 1 sela. I don't owe you anything.	Exempt from an oath
<b>Case 2</b> "End of the beginning"	<b>Lender:</b> I lent you 1 sela, whilst your collateral was only worth 1 shekel. Hence, you still owe me 1 shekel. <b>Borrower:</b> No, my collateral was worth 3 dinars. I only owe you 1 dinar.	Obligated to swear
<b>Case 3</b> "Beginning of the end"	<b>Borrower:</b> You lent me 1 sela, and my collateral was worth 2 sela. Hence, you owe me 1 sela. <b>Lender:</b> No, your collateral was only worth 1 sela. I owe you nothing.	Exempt from an oath
<b>Case 4</b> "End of the end"	<b>Borrower:</b> You lent me 1 sela, and my collateral was worth 2 sela. Hence, you owe me 1 sela. <b>Lender:</b> No, your collateral was only worth 5 dinars. I only owe you 1 dinar.	Obligated to swear

- **Question 1 (based on Case 3)** – Rav Huna son of Tachlifa: If the borrower takes Rav Huna's oath, then another oath ("the value of the item") should be administered via the **gilgul ("oath extension")** process?

➤ **Answer** – Rav Ashi (in Rav Kahana's name): The borrower believes the lender that the item is no longer in his possession.

**Point to ponder:** Compare Rav Ashi's explanation in Case 3 vs. his explanation in Case 2 (Tosafos)

- **Question 2 (based on Case 4):** Why then does the borrower not believe the lender about his other claim regarding the value of the item?

➤ **Answer:** The borrower doesn't assume that that the lender is familiar with the collateral's value.

- **Question 3 (based on Case 2):** Why doesn't the lender believe the borrower about the value of the collateral?

➤ **Answer:** The lender does not trust the borrower.

- **Final Question:** Why does the Mishnah speak about a case in which the borrower believes the lender about information he should be familiar with, whereas the lender does not believe the borrower about information he should be familiar with?

➤ **Answer:** "The perfection of the upright shall lead them to good fortune, and the perverseness of traitors will plunder them." (Proverbs 11:3)