

Review of Makos Lesson 11 - Daf 3B:

(h)**(Shmuel):** If one lent 'on condition that Shemithah will not be Meshamet (cancel) the loan', Shemithah is Meshamet;

(i)**Suggestion:** He holds that this is a stipulation contrary to Torah, and such stipulations are void.

(j)**Question:** Elsewhere, he holds that such stipulations are valid!

1.**(Rav):** If one sells 'on condition that you have no (claim of) Ona'ah (overcharging) against me', the buyer has (a claim of) Ona'ah;

2.**(Shmuel):** He has no Ona'ah.

(k)**Answer:** Rav Anan said that Shmuel explained that if he said 'on condition that *you* have no Ona'ah against me', (he stipulates that the buyer waive his rights and pardon the Ona'ah, therefore) the stipulation is valid;

1.If he said 'on condition that *there is no Ona'ah* in the sale' (Rashi - he promises that he is not overcharging; Tosfos - he stipulates that the law of Ona'ah will not apply), Shmuel agrees that this is a stipulation contrary to Torah, so it is void.

2.Likewise, if he lent 'on condition that *you* will not Meshamet the loan in Shemithah' (he asks him to waive his right), Shemithah is not Meshamet;

i.If he lent 'on condition that *Shemithah* will not Meshamet', (he stipulates that the law of Shemithah does not apply) Shemithah is Meshamet.

(l)**(Beraisa):** If one lends without setting a date (for payment), he may not demand payment until 30 days.

(m)**(Rabah bar bar Chanah):** This is only if he wrote a document, for people do not bother to write a document for less than 30 days, but one may demand a Milveh Al Peh (a loan without a document) immediately.

(n)**(Rav):** No. Whether or not he wrote a document, he must wait 30 days.

(o)A Beraisa says exactly like Rav.