



Does *Pruzbol* Ruin the Ability to Fulfill *Shemittat Kesafim*?

Question: My community has a project that in our *pruzbol* (=prz – a mechanism to obviate *shemittat kesafim* (=sk)), one excludes a loan given through a *gemach*, upon which we fulfill the *mitzva* of *sk* (voiding loans at the end of *Shemitta*). Why can't the *prz* apply to everything, and I still fulfill the *mitzva* by voluntarily waiving my right to payment of the loan of my choice?

Answer: Various contemporary “projects” tap into the concept of *sk*, allowing the forgiving of certain loans. The systems can have two focuses: 1. **Helping borrowers** with debt burden, as Halacha did before *prz* was instituted. 2. **Fulfilling the *mitzva* of *sk*.** We applaud #1 without halachic analysis; your question focuses on #2.

Two main questions affect your question: A. What does *sk* entail? B. How does *prz* effectively neutralize *sk*?

Most *Rishonim* (see Mordechai, Gittin 380; Minchat Asher, Devarim 19) view *sk* as automatically erasing debt, after which the lender must not ask for a debt that no longer exists. The Yereim (164) champions another approach – the debt still exists, but the Torah demands the lender to waive payment. The Rosh (Gittin 4:20) posits that during *Shemitta*, the debt exists, but the lender may not

demand it; at the end of the year, the debt is cancelled. The various approaches are tested by the *gemara* (Gittin 37b) discussing the proper exchange between borrower and lender without a *prz*. The borrower offers payment; the lender proclaims “*meshamet ani*” (app., I accept the cancelling of my rights to loan payment); the borrower says “even so [I want to pay] ... it is my [money], but I am giving it to you as a present.”

The *gemara* (Gittin 36b) posits that in our days, the Torah law of *sk* does not apply, but the Rabbis instituted it as a “remembrance of the *Mikdash*.” When Hillel saw this caused people to refuse to lend money, he instituted *prz* to provide a mechanism for ensured payment despite *Shemitta*.

Some say that *prz* is a way to “hand over one’s documents to *beit din*”, which obviates even Torah-level *sk* (see Tosafot, Gittin 36a). This is because, on some level, it makes the debt be considered collected already (see Ran, Gittin 19b of Rif’s pages) and/or because the lender is not collecting himself, but *beit din* is in charge of it (Rambam, *Shemitta* 9:15). Some see the *prz* as a direct creation of the Rabbis based on their control over the Jewish community’s finances (see Gittin *ibid.*; Yalkut Biurim ad loc. (176)). Others see

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the *prz* as an alternative means of remembering the laws of *sk* (Hitorerut Teshuva I:151).

Our analysis is general, and we cannot, in this forum, answer your question according to every *posek*. However, according to most opinions, the Torah-level *mitzva* of *sk* entails following the rules whereby *sk* makes it forbidden to extract payment, which does not happen when there is a *prz*. Therefore, one who voluntarily agrees not to receive the money he may collect, while doing an act of kindness, is not following the mechanism of the *mitzva* of *sk*. Your idea that a *prz* does not prevent fulfilling *sk*, is feasible according to the Yereim – if the *mitzva* is always to not demand an existing loan, then the fact that there is a *prz* **might** not make a difference. On the other hand, the *mitzva* according to the Yereim is still talking about a case where it is forbidden to demand payment, whereas after *prz*, it is permitted. It is also difficult to predict how the Rabbinic nature of *sk* in our times impacts the *mitzva* mechanism (Minchat Asher, Shviit, 64).

The Ben Ish Chai (I, Ki Tavo 26) suggests making at least a small loan **after** making his *prz* to apply *sk* to. Teshuvot V'hanhagot (VI:280) disapproves of making Hillel's *prz* system look regrettable, but, in discussion of how one could apply *sk*, also assumes it would have to be with a loan to which *prz* does not apply. Rav Asher Weiss (ibid.) did not see the halachic sense in these efforts,

especially if the “loan” (a misnomer) was never intended to be collected. If, though, one wants to show his excitement about the *mitzva* of *sk*, excluding it from the *prz* makes halachic sense. ■

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