

G-d is Our Guarantor In Our Exile

*Footnote numbers correspond with those of the sicha. Missing numbers are cited sources, placed in parentheses within the text. See "SICHA FOOTNOTES" for the footnotes and their explanation

This sicha demands some introductions into the topics to be discussed:

(i) *Guarantor*: A guarantor says to the one who gives a loan that he takes responsible for the loan. This leads to a couple legal topics.

(a) *Time*: 1. When the loan was made, 1a. The loan is being made in court. 2. When the loan was being collected, 2a. The collection is extreme, he was choking the borrower, 2b. The collection is being enforced by a court.

(b) *Becoming Obligated*: The above all plays a role because we need to see if there was a true acceptance of an obligation, or just a "*inconclusive consent*" (called an "*asmachta*"), and we conclude that the law is (as the opinion of Rabbi Yehuda, who says) that an *asmachta* does not effect acquisition.

1. *Asmachta*: Any obligation one undertakes that is dependent on the fulfillment of certain conditions that he does not expect will be fulfilled, in this case the debtor's default on the loan, is considered an *asmachta*.

2. *Satisfaction*: If the guarantor receives any benefit from being a guarantor, this would suffice as a point of acquisition, in which we now say that it is a, "*conclusive consent*" in which he has accepted the obligation of the loan upon himself. Such a '*benefit*' would be his personal *satisfaction* that he is *trusted* for being a guarantor. (i) Is this only if the *court* trusts him? (ii) that the one giving the loan trusts him? And as mentioned in (a), the timing of when they trusted him becomes an issue to take in consideration. Whether it be at the time of giving the loan or at time of collection.

3. *A Cause of Loss*: The one who gives the loan can say, "*If not for you I would not have given the loan,*" meaning that the monies would not have left my hand.

(c) *Level of Obligation*: Is the obligation of the guarantor as if he is the one who borrowed the monies, or only as one who has to pay someone else who borrowed the monies.

(d) *Origin of Guarantor-ship*: Understanding the origin of one Jew becoming a guarantor for another gives us insight into the "*spirit*" from which comes the "*law*" of the guarantee.

1. (-Sanhedrin 43b) "*G-d did not punish the nation for hidden sins until the Jewish people crossed the Jordan River. This is the statement of Rabbi Yehuda. Rabbi Nechemya said... just as G-d did not ever punish the nation as a whole for hidden sins committed by individuals, so too, He did not punish the entire nation for sins committed publicly by individuals until the Jewish people crossed the Jordan River.*"

Meaning that Jews were not guarantors for each other until they crossed the Jordan River. What happened to the Jewish people only once they crossed the Jordan River?

2. (-Tzafnas Paneach, ibid) "*All of Israel became one species... not in the category of being separated... therefore, guarantor-ship works.*"

Would the level of this being "*one species*" change when the Jewish people were taken out of Israel (to Babylon)? Would this effect the level of "*Guarantor-ship*" the Jewish people have one for another?

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The conclusion of Tractate Baba Basra, the last Mishna (-175b) reads (-See APPENDIX 1):

"(In the case of) *a guarantor whose* (commitment) *emerged after the signing of* (the promissory) *note,* (the creditor) *can collect* (the sum only) *from unsold property* (of the guarantor).

"*An incident* (occurred where such a case) *came before Rabbi Yishmael, and he said,* '(The creditor can) *collect* (the sum) *from unsold property* (of the guarantor, but not from liened property that he has sold to others).' *Ben Nannas said* (to Rabbi Yishmael), '(The creditor) *cannot collect* (the sum from the guarantor at all,) *not from liened property* (that has been sold), *nor from unsold property.*'

"*Rabbi Yishmael said to him, 'Why* (not)?' (Ben Nannas) *said to him, 'If one was strangling someone in the marketplace,* (demanding repayment of a loan,) *and another* (person) *found him* (doing so and) *said to the* (attacker),

'Leave him (alone) [and I will give you (the money he owes)]² (the person who intervened is) exempt (from paying), as (the creditor) did not loan (the money in the first place) based on his trust (of the one who intervened). Rather, who is a guarantor who is obligated (to repay the loan he has guaranteed)? (One who tells the creditor before the loan takes place,) Lend (money to) him, and I will give you (the repayment), as (in that case the creditor) did loan (the money) based on his trust of (the guarantor).''

After which the Mishna continues with:

"And Rabbi Yishmael (thereupon) said, 'One who wants to become wise should engage in (the study of) monetary law, as there is no greater discipline in the Torah³, and it is like a flowing spring. And, (he added,) one who wants to engage in (the study of) monetary law should attend to (i.e., become a disciple of,) Shimon ben Nannas.'"

And upon this, the Talmud (-176a) rules, *"Rabba bar bar Chana says that Rabbi Yochanan says, 'Although Rabbi Yishmael praised Ben Nannas, the law is in accordance with him (Rabbi Yishmael's opinion as he stated it initially, i.e., that in the case of a guarantee that is written after the signatures, the creditor can collect the debt only from unsold property of the guarantor, but not from lien property that has been sold).'"*

The Talmud now wants to understand whether this ruling is just concerning what Rabbi Yishmael explicitly stated, which was not about the extreme case of the one giving the loan choking the borrower, or whether it is even in the extreme case that Ben Nannas brought up:

"A dilemma was raised before them (the Sages): What would Rabbi Yishmael say to me about (the case of the debtor who was being) strangled (as depicted by ben Nannas)?"

--[RaSHBaM explains: *"Perhaps due to the pain of his friend (the borrower) who is being strangled, he (the guarantor) also resolved and acquired himself, or perhaps he intended (only) to save him (the borrower) from being strangled, and it was a mitzva that he (the guarantor) did, and there was no lacking (to the lender, meaning that the loan was not originally given because of the guarantor) because of him (the guarantor) and he (the guarantor) did not (actually) become a guarantor."--*

"(The Talmud suggests an answer:) Come and hear, as Rabbi Yaakov says that Rabbi Yochanan says, 'Rabbi Yishmael disagreed (with ben Nannas) also in (the case of the debtor) being strangled.'

"(The Talmud asks:) And is the law in accordance with him (Rabbi Yishmael's opinion even in the case of the debtor being strangled), or is the law not in accordance with him (his opinion in that case)? Come and hear, as when Ravin came he said that Rabbi Yochanan says, 'Rabbi Yishmael disagreed (with ben Nannas) also in (the case of the debtor) being strangled, and the halakha is in accordance with him (Rabbi Yishmael's opinion) also (in the case of the debtor) being strangled.'"

The Talmud however concludes with:

"Rav Yehuda says that Shmuel says, 'If the debtor was) being strangled, and (in addition) an act of acquisition was performed (with the guarantor, the guarantor) becomes obligated (to repay the debt).' (The Talmud deduces:) By inference (it emerges) that a guarantor generally does not require an act of acquisition (to become obligated to pay)... And the law (is that) a guarantor (who accepts responsibility for the loan) at the time of the giving of the money does not require an act of acquisition; (but if he accepts responsibility) after the giving of the money, he requires an act of acquisition⁵."

Meaning, concerning a case when the borrower is being strangled, the one who says, "Leave him," becomes obligated only with an acquisition made.

Let us now see how the conclusion of this matter as it is in the Jerusalem Talmud (- Baba Basra, Chapter 10, Law 10):

"Rebbi Yasa in the name of Rebbi Yochanan, 'Even though Rabbi Yishmael praised Ben Nannas, he praised him (only) for his argument. But [the law] does not follow Ben Nannas. Shimon bar Vova in the name of Rebbi Yochanan (said), 'Also in the case of the strangled person law follows Rebbi (Yishmael⁶).'"

The Jerusalem Talmud, however, does not the teaching of Shmuel that specifically by the case of the borrower being strangled does there have to be the, *"and an act of acquisition was performed, becomes obligated."* Nor does the Jerusalem Talmud bring the continuation of, *"And the law (is that) a guarantor at the time of the giving of the money..., after the giving of the money, he requires an act of acquisition...."* Rather, the Jerusalem Talmud continues with):

"Rebbi Yose said, 'one infers from here that a person who caught another in the market place (and is strangling him to get back the money he loaned the person), when a (third) person came and said, 'let him go and I shall give,' (the one who loaned) collects from the one but does not collect from the other.'"

The Pnei Moshe explains this to mean:

"(Rabbi Yossi says this in) *As a manner of wonderment, 'And if so, you hear (apply) from this that when a person stalk (hunt; trap) his friend, from the terminology of (-based on Samuel 24:12), 'hunting to take his life,' (meaning that the lender was strangling the borrower) and one came and said, 'leave him, and I will give it (the loan money)' from this one (the guarantor) he collects and from the debtor does not collect?!,'* (being said) *in wonderment. With what did he (the guarantor) become his (the lender) debtor, for he (the guarantor) had no intention but to save him (the debtor), and he (the guarantor) thought that he (the guarantor) is (but) doing a mitzva!"*

According to this understanding of the Jerusalem Talmud, the conclusion of the Jerusalem, Talmud is as that of the Babylonian Talmud --as this commentator clearly states in his book *Mareh Panim* (-see APPENDIX IV)-- that concerning the case of a debtor being strangled, the law is not like Rabbi Yishmael, who says that the guarantor obligates himself without making an acquisition⁹.

The Rebbe now disagrees with this understanding of what Rabbi Yossi is saying, because:

- (i) According to the concern of the *Pnei Moshe* (which forces his conclusion that the words of Rabbi Yossi are but "*in a wonderment*") even if we would have said that, "*even in (the case of the debtor) being strangled,*" the one who says, "*Leave him,*" obligates himself without making an acquisition, nevertheless, from where would we have said that the guarantor obligated himself to become the debtor (which is how the *Pnei Moshe* has Rabbi Yossi's wonderment, that we would have had the collection being made from the guarantor and not from the borrower), and not as it is applied in the Talmud's conversation, that his obligation is only as a guarantor. Meaning that the responsibility is upon the borrower, and first the lender needs to demand his money from the borrower, as the Mishna (-Babylonian Talmud, 173a; Jerusalem Talmud 10:8) depicts all the details concerning this.
- (ii) More than this, according to the *Pnei Moshe's* opinion, the "*wonderment*" of Rabbi Yossi is based upon the reasoning, "*His intention was but to save him,*" which is the reason of *Ben Nanas* in the Mishna --who is the Sage that disagrees with Rabbi Yishmael, who according to the *Pnei Moshe* is what Rabbi Yossi's ruling is aligned with, hence, what is the novelty behind Rabbi Yossi's reasoning? This is precisely the reasoning of *Ben Nanas*, and didn't need to be again expressed by Rabbi Yossi in wonderment upon Rabbi Yishmael's opinion?!

Therefore, it seems more reasonable to say that the words of Rabbi Yossi in the Jerusalem Talmud are a continuation --rather than a disagreement-- with what was said prior, "*Even in (a case of the borrower is) being strangled the law is as Rabbi Yishmael.*"

Rabbi Yossi is coming to explain why even in (a case of the borrower is) being strangled the law is that the guarantor obligates himself without making an acquisition, as we will soon explain. Meaning, that in the Jerusalem Talmud the conclusion is --unlike the Babylonian Talmud-- that in (a case of the borrower is) being strangled, "*and a person says, 'Leave him,'*" the law is that the guarantor obligates himself without making an acquisition.

And this dispute between the Babylonian Talmud and the Jerusalem Talmud, is in essence an all-encompassing dispute within concept and cause of the obligation of a guarantor.

 Note: The Rebbe will be explaining the different opinions as to the cause behind the obligation of a guarantor for money that someone loaned to someone else.

Concerning the guarantor who guaranteed the monies being loaned at the time of the loan, Rabbi Ashi states (-173b), "*Through that satisfaction that (the guarantor feels when the creditor) trusts him (and loans the money based on his guarantee, the guarantor) resolves (to) obligate himself (to repay the loan).*" Simply speaking (as is implied by some of the Codifiers of Jewish Law explain; -RYTV"A, Kedushin 7a, d"R Rav Ashi Omar -See APPENDIX V), that the satisfaction that the guarantor receives from being believed --which is considered to be as a "*monetary value*" -See RYTVA in APPENDIX V-- is enough to accomplish, "*he obligated himself*"¹⁴.

However, the *Nimukey Yoseph* at the end of the tractate says that this which "*he is obligated without an acquisition*" is due to, "*for by (the word of) his (the guarantor) mouth he (the lender) gave out money from under his hand (possession).*" And the *Nimukey Yoseph* explains this better in a previous discussion (-174a): "*And even though there is not acquisition, but a 'general saying' he (the guarantor) becomes obligated, for the lender can say to him (the guarantor) 'if not for your being there I would not have loaned him (the borrower) at all.'*" So too we find stated by the RASHBAM at the end of the tractate (-See Appendix V: RaSHBaM), "*for he can say to him (the guarantor) 'if not for you I would not have I would have not given out money from under my hand (possession).'*"

And the *Nimukey Yoseph* explains the Rav Ashi's statement, "*Through that satisfaction that (the guarantor feels when the lender) trusts him (and loans the money based on his guarantee, the guarantor) resolves (to) obligate himself (to repay the loan),*" to be giving but an explanation as to why this considered, "*This is not an 'inconclusive intention' (asmachta).*"¹⁷

Thus, we have two ways¹⁸ to explain the reason as to why the guarantor obligates himself without an

acquisition:

- (i) Primarily because, "by his (guarantor) *mouth did he (lender) give out his (lender) money,*" with which the guarantor caused a loss of money for the lender. And this is as understood from the simple meaning of the Talmud, that this does not mean that the actual *Legal Responsibility* of the guarantor is of the laws of "causing"¹⁹ and the likes, only that this "causing" is the reason to effect upon the guarantor an "he obligated himself". This that the lender gave out money upon a reliance upon the guarantor's words -- which shows that the lender has a trusting reliance upon this individual-- this alone impresses upon the guarantor that he should obligate himself.

Note: To understand what the Rebbe I saying here, we need to understand that there are two separate concepts that are taking place here: (a) What is the *Legal Responsibility* of a guarantor having to pay for the monies he guaranteed to pay back (if the borrower doesn't pay back the loan), and (b) What is the proof that the guarantor really took on to be a guarantor at all.

- (a) There is the *Legal Responsibility* placed upon the guarantor that he has to pay the loan, if the borrower does not pay up the loan.

In Jewish Law there is such a construct that one's *Legal Obligation* to pay for something is because the damage was a direct outcome of the person *Causing* it. The person did not do a direct act of damaging, however, his action led to becoming a direct *cause* of the damage, and thus, Jewish Law has him *Legally Responsible* for the damages, and he must pay. Thus, we may mistakenly think that when we say that the guarantor has *obligated himself* because, "by his (guarantor) *mouth did he (lender) give out his (lender) money,*" what we are saying is that the guarantor's *Legal Responsibility* is the outcome of his words *Causing* damage to the lender. *This is not so!*

- (b) The issue here is not about the *Legal Responsibility* of a guarantor. Rather, we are speaking here of a different here of a different Jewish Law construct, which is that an "inconclusive intention (*asmachta*)" does not define that the guarantor had really taken upon himself any obligation to be a guarantor for this loan. The guarantor has to have made an "acquisition" within himself, so to speak, to have obligated himself to his becoming a guarantor. And What the *Nimukei Yoseph* is saying here is that this in itself that the lender gave out money upon a reliance upon the guarantor's words --which shows that the lender has a trusting reliance upon this individual-- this alone *impresses upon the guarantor that he should obligate himself*.

- (ii) It is the, "with this satisfaction that he (guarantor) *has that he (lender) believes him (guarantor),*" which effects an obligation of the guarantor, being that *the guarantor* has *received* a satisfaction, and therefore, this in itself is as an acquisition, which, because of this, "he resolved and obligated himself."

The legal difference between these two reasons is in the case of when the lender is strangling the borrower to pay back the loan:

According to (i): In this case, "Not from my hand came your loss," being that the lender did not give the money to the borrower because of the guarantor. Therefore, there isn't --so much of-- a faith and reliance of the lender upon the guarantor in his stopping to strangle the borrower, and therefore the is *no* "resolved and obligated himself." In such a case the guarantor's obligation happens only though his making an actual acquisition.

According to (ii): In this case too, he receives a satisfaction that he has removed the suffering from his the person who was being strangled²¹, and with this satisfaction that the guarantor received he is, "resolved and obligated himself."²²

Note: The Rebbe is now going to use these two different reason as to explain the difference between the ruling of the Babylonian Talmud and the Jerusalem Talmud, bu giving each Talmud a different one of the two reasons.

Babylonian Talmud: (Like that of *Rabbeinu Gershom* and *Nemukei Yoseph*), the reason of, "with this satisfaction that he (guarantor) *has that he (lender) believes him (guarantor),*" is *not* enough of a reason for saying that the guarantor, "resolved and obligated himself,"²³ but only so that this should not be called an "asmachta". However, the "resolved and obligated himself" is because the guarantor caused a loss for the lender, being that lender gave (loaned) his money to the borrower *by the mouth of* the guarantor.

Therefore, according to the Babylonian Talmud the conclusion is that in a case of the borrower being strangled, in which the guarantor says, "Not from me did you lose," there is not a reason that would have created the obligation of the guarantor, and thus, an acquisition is needed.

Jerusalem Talmud: The reason for the obligation of the guarantor --at the time of the lender giving the money-- is not because of the loss of money for the lender, but of he receiving of satisfaction of the guarantor, that he was trusted, and therefore, of kind there is the same for the guarantor the satisfaction in a case of the borrower being strangled by the lender after the money has already been given.

Ans this is what Rabbi Yossi, in the Jerusalem Talmud is coming to teach us with saying, "*one infers from here that a person who caught another in the market place* (and is strangling him to get back the money he loaned the person), *when a (third) person came and said, 'let him go and I shall give,'* (the one who loaned) *collects from the one but does not collect from the other*":

Rabbi Yossi is not setting a conclusion that, "*collects from the one but does not collect from the other.*" Rather, he is explaining what the *satisfaction* of the guarantor, which established the guarantors having resolved and obligating himself. The satisfaction of the guarantor is that through his saying, "*leave him, and I will pay,*" he effects that the lender stops demanding and torturing the borrower²⁴, and instead²⁵ the lender is now demanding from the guarantor --at least for not--. And with this satisfaction that the guarantor receives he, "*resolves and obligates himself*".

Note: The Rebbe is now going to align the opinions of the Babylonian Talmud and the Jerusalem Talmud with the very difference in between each's perspective Jewish communities.

We can sweeten and explain the differences in how the Babylonian Talmud and the Jerusalem Talmud see the reasoning to the guarantor's obligating himself, by connecting it with the general difference between the Jewish people of Babylon and the Jewish people of Jerusalem:

The rule is (-Knesses HaGedolah, Choshen Mishpat, Simon 129), "*If the custom of the businessmen is to obligate themselves without an acquisition even not in the time (i. e. after) of giving the money, their custom is a custom.*" Meaning, that the, "*resolved and obligated himself*" of a guarantor is bound with the customs of the local people. Thus, the difference of opinion of the Babylonian Talmud and the Jerusalem Talmud in how the guarantor "*resolved and obligated himself*" in the case of the borrower being strangled is bound with the customs of the people in their perspective places.

The Talmud (-Sanhedrin 43b) explains that the primary concept of guarantor-ship among Jews started when the Jewish people crossed the Jordan River, and entered into Israel, when they became united and guarantors for each other. Therefore, the law is that (-ibid), "*G-d did not punish the nation for hidden sins until the Jewish people crossed the Jordan River.*" Meaning that Jews were not guarantors for each other until they crossed the Jordan River. As the *Rogetchover Goan* (Rabbi Yosef Rosen, 1858-1936) explains (-Tzafnas Paneach, Sanhedrin, ibid), "*All of Israel became as one species... not in a manner of separated... therefore, guarantor-ship works.*" However, when the Jewish people are not one existence, there is no guarantor-ship.

This then is the difference between the Israel and Babylon: The Talmud states (-Brochos 58a) (concerning "*One who sees multitudes of Israel* (six hundred thousand Jews) *recites: Blessed... Who knows all secrets*"), "*there is no* (law of a) *multitude in Babylonia,*" and the *Rogatchover* explains (-Tzafnas Paneach, ibid), "*meaning* (that there were six hundred thousand Jews in Babylon, only) *that there is not a joining* (as one of the people)."
To the point that (-Pesachim 54b), "*There is no communal fast in Babylonia** (during which all the stringencies of a communal fast are observed)."

*Note: Rashi explains the reason for this as, "*Being that there is no need for rain* (Babylon had water sources for irrigation), *thus, if* (a fast) *is decreed for any another reason, it doesn't have the stringencies of a communal fast.*" The Rebbe, however, is seeing in this Talmudic ruling a fundamental statement concerning the status of the Jewish community in Babylonia.

Not so concerning Israel, where the Jews become one existence (-Tzafnas Paneach, ibid), "*And therefore, only when they crossed the Jordan River, then did they become as one existence, and it happened upon them* (the category of) *Guarantor-ship.*"³⁴

Now, even though once they crossed the Jordan River and received upon them guarantor-ship, and this guarantor-ship became by the Jewish people eternal³⁵, everywhere --which for this reason a Jew can exempt (do for) another Jew, at every time and everyplace, with the blessing of a mitzva (i. e. one can exempt another Jew from his obligation of making kiddush by having him in mind with his own kiddush)--, nevertheless, from this that we see, "*There is no communal fast in Babylonia,*" being that there is no compete category of a communal there, it is understood that the primary completion of guarantor-ship is specifically by the Jews which are in the Land of Israel³⁷.

Therefore: In the Babylonian Talmud, where the guarantor-ship and unity of Israel was not in its ultimate strength³⁸, they leaned towards saying that in order for there to be a guarantor-ship from one Jew upon

another, there needs to be an actual action, whether it be at the time of the giving of the money --when the guarantor, with his speech, causes an actual loss by the lender*-- or whether it be after the time of the giving of the money - --when there is the "not from my hand was your loss"**. In both scenarios the guarantor can obligate himself only through an actual acquisition".

 *Note: Only that (even) the Babylonian Talmud rules that this actual cause of loss of money is considered an action - See Footnote 39.

**Note: Which the Babylonian Talmud, even in the case of the borrower being strangled by the lender, does not see as an action.

While for the Sages of the Jerusalem Talmud, the study of the Sages of Israel --where the Jewish community was in a category of *Communal*, and thus, had guarantor-ship, and were in oneness-- it adds up that the obligation of the guarantor doesn't need to be specifically through an actual action, and it suffices the action that the guarantor receives satisfaction.

 Note: Before we continue to the next two parts of the sicha, lets us make a summary of the opinions within the different scenarios.

Opinion	Scenario	Scenario	Scenario	Scenario
	At Time of Giving the Loan	At Time of Giving the Loan: IN FRONT OF Beis Din	After Giving the Loan*:	After Giving the Loan: Lender Choking Borrower
Babylonian Talmud: There needs to be an <u>actu- al</u> action of acquisition	The cause of loss to the lender by the word of the guarantor is an <u>actual</u> action to obligate the guarantor.	Footnote 23: <u>THIS</u> satisfaction of the guarantor that he is believed is suffice of an action to obligate him.	The is no cause of loss to the lender by the word of the guarantor. Thus, there needs to be an <u>actual</u> action to obligate the guarantor.	The is no cause of loss to the lender by the word of the guarantor. Thus, there needs to be an <u>actual</u> action to obligate the guarantor.
Jerusalem Talmud: According to Pnei Moshe: Same as Babylonian Talmud.	Same as above	Same as above	See Note below**	Same as above
Jerusalem Talmud: According to Sich'a: The guarantor receiving satisfaction is enough of an action.	The satisfaction of the guarantor that he is believed is suffice of an action to obligate him.	The satisfaction of the guarantor that he is believed is suffice of an action to obligate him.	See Note below**	The satisfaction of the guarantor that he is saving the borrower is suffice of an action to obligate him.

*Note: In Footnote 24 the Rebbe quotes from the Meiri (and in the *Note on the Margin* the Rebbe cites the *Mordechai* as well) that if the words of the 'guarantor' was, 'exempt the borrower (completely) and I will pay you,' then he is not a guarantor, but rather, he is presently 'the borrower' itself.

However, the Rebbe also quotes the Student of the Rashba, "*For being that it is now that Shimon (lender) loses money through Reuben (guarantor), this is called At The Time of Giving the Money... and as such did the Sages of Narvona rule.*"

**Note: There is no discussion in the Jerusalem Talmud concerning a guarantor entering the picture after the time of the giving of the money, other than from saving the borrower from being strangled by the Lender. My personal understanding of this is that of what reason would a guarantor suddenly step in, if not for it being at the time of the lender demanding the funds, and the guarantor is protecting the borrower from an onslaught from the lender. Simply speaking, even if the borrower is not being strangling, but bothered, the guarantor receives satisfaction from protecting the borrower. And that this would suffice, according the Jerusalem Talmud. for the guarantor to have obligated himself

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Note: The teachings of *Mussar*, versus the teachings of *Chassidus*, is that while Chassidus will have you face your soul's higher reality, and how to activate and actualize them in our lives, *Mussar* has will have one face the dangers of the inferiority of his physicality, in order to diminish the level of domination and priority we afford it. Here. The Rebbe is telling us the lessons of what the reality of our inferior level of *oneness* with each other in

our *Babylonian* existence versus our superior level of *oneness* with each other within our *Land of Israel* existence demands of us in obligating ourselves to be there as guarantors for each other.

In Accordance With Mussar: When Jews are in their natural environment and place of dwelling, which is the *Land of Israel* --the place in which the form of our people is as on complete being⁴⁰, one complete *Community*, is revealed-- then⁴¹ reality for each of us is that everything that touches one Jew, even just a matter of discomfort, etc.⁴², this is enough to effect upon another Jew that he should obligate himself and give himself over to remove this discomfort, to the point that doing so becomes his very own *satisfaction*, he receives satisfaction from this that by an other Jew a discomfort is removed, because he and the other Jew are --not as two separate beings, but as-- one being. As the Jerusalem Talmud states (Chapter 9, Law 4), "*It is written* (-Leviticus 19:18), '*You should not take revenge or nurse hatred against your fellow countrymen.*' How is that? He was cutting meat and the knife fell down on his hand. Should he go and hit his hand? (Should he punish the hand which held the knife for injuring his other hand? For hitting one's neighbor is like hitting himself!)" Meaning that Jews are as two hands to *one body*.

However, in *Babylon*, when the unity between the Jewish people as a *community* is not in such a revealed state, therefore, in order for a Jew to obligate himself and to devote himself to another Jew, this is only when the other Jew is experiencing a *loss*. However, in the scenario where, "*there is not loss through me*," then a Jew has an actual revealed action (act of an acquisition), which shows that his intention is to obligate himself for another Jew. And only then is there the complete mind of the lender to accept the obligation of the guarantor on behalf of the borrower.

Note: The Rebbe emphasizes throughout all his teachings, whether it be Talmudic, Kabbalistic, or of the "*Simple Meaning of the Scripture*," that each and every Torah discussion must then express itself in a practical *Lesson in Our Service to G-d*. The Rebbe now turns to the lesson from our Talmudic discussion.

There is a known concept (-Baba Kama 102a) that the three "*Case*" tractates: *Baba Kama -First Case*, *Baba Metzia -Middle Case*, and *Baba Kama -First Case*: "*All of 'Nezikin'* (these three tractates discussing the laws of '*Damages*') *is one tractate*⁴⁴." The spiritual concept of "*Damages*" refers to *Exile*, for then there is the influences of the "*Damages*" forces from the *Other Side* (impurity), which disturb a Jew in his service to G-d. The *Tractates* of '*Nezikin*' that have the *Torah* laws of *Nezikin* is the study that *nullifies* the *Damages*⁴⁶, through which we extinguish the exile, and the redemption comes.

This then is the reason why the tractate of *Nezikin* was organized in *three* cases, for they are (-Zohar Vol III, 198a) corresponding to the "*Tree Exoduses*", which are bound with the *Three Temples*. Thus, all three *Cases* are *one* tractate (-Likkutei Sichos, Vol 21, p. 161), for the *Three Temples* are not separate Temples, but rather, they are the one-and-the-same Temple that was '*lost*', and G-d returned *it* to us.

--[This is as that which Rashi comments on the verse (-Leviticus 38:21), "*These are the appointments over the Tabernacle--the Tabernacle being a testimony,*" "*The Tabernacle, the Tabernacle': The word Mishkan מִשְׁכָּן (Tabernacle) is written here twice as an allusion to the Holy Temple that was taken from us as a pledge (mashken מַשְׁכֵּן) the two times it was destroyed on account of the transgressions of Israel.*" The concept of the destruction of the Temple is not that the Temple, G-d forbid, is nullified, only that it becomes a "*masken - pledge*" which remains whole, only that momentarily it is in the possession of the lender]--

According to this, *Baba Basra*, the closing of which this discussion is about, correlates with this final exile.

Note: The Rebbe is now fulfilling the custom, of connecting the end of the tractate to the beginning of the tractate, when making a *siyum*, and completion of a tractate.

This then is the difference between the opening and the closing of the tractate: The *beginning* of the tractate begins with the discussion of, "*Partners who want to make a partition in a (jointly owned) courtyard.*" Spiritually speaking, "*partners*⁵³" per se, speak of G-d and the Jewish people. The concept of exile is when one places a *partition* between the *partners*, and there is (-Isaiah 59:2), "*(But your iniquities were) separating between you and between your G-d.*" However, the *conclusion* of the tractate, meaning the *conclusion* of the exile, is of the laws of a *guarantor*, which alludes to the *unity* between G-d and the Jewish people that will (not only exist, but will also) then be *revealed*. Through the undesired behavior throughout the exile Jews have, Heaven forfend, become of obligation to the *Other Side**. However, being that the Jewish people are (-Psalms 148:14), "*the people close to Him*," G-d becomes the "*guarantor*" for the Jewish people, and takes upon Himself the obligation, poer se, to give the Jewish people the necessary faculties to rid themselves from their obligation to the *Other Side*.

*Note: It is explained in Chassidus (-See Kuntres U'Mayon) that once one choses to receive through the *Other Side*,

which simply means that once one chooses to behave in contrast to the will of G-d, and thus, his actions that bring him sustenance, energy, pleasure, etc., are coming from the *Other Side*, he then becomes obliged to the *Other Side*, and walking away takes a *Teshuvah* of the (-Psalms 149:6) "*Double-edged*" sword, to free himself from the *Body*, the actions, and the *Soul* his passion, that he invested within the *Other Side*. The strength that one needs for this, once submitting to the *Other Side* is greatly diminished, and one needs G-d to become his guarantor, to give Him these strengths to rid himself of the obligation created by his submission, and his receiving, from the *Other Side*. Our Sages say (-Kiddushin 30 b. See Tanya, Chapter 13), "*If not for the Holy One, blessed be He, helping him, he could not overcome it*".

****Note:** Rabbi Sholom Dov Ber of Lubavitch explains the process of "*If not for the Holy One, blessed be He, helping him, he could not overcome it*" as follows: The *G-dly Soul* is called (-Psalms 89:1 and more) "*Eitan HaEzrochi*" '*Eitan*' meaning *Strong*. The *G-dly Soul* is also called (-Hosea 11:1), "*Na'ar*" which is a young child. The *Evil Inclination* is called "*The Older and Foolish King*". *Na'ar* represents the lower three levels of the soul which cloth themselves into the body. Being linear and finite they in themselves, "*he could not overcome it*." The, "*Holy One, blessed be He, helping him*," is that G-d bonds the *Eitan* encompassing infinite two dimensions of the soul with the lower finite linear three dimensions of the soul, and thus, the person, here in this finite world, can now overcome and rid himself of the, "*The Older and Foolish King*."

Note: Now that we understand (i) What the three *Baba* tractates represent, (ii) what *Baba Basra* correlates to, (iii) what its opening spiritually means, and (iv) what its conclusion means, the Rebbe will now explain the spiritual dimension to the dispute between the last analysis between the Babylonian Talmud and the Jerusalem Talmud.

This then is the mystical explanation to the above discussed dispute between the Babylonian and the Jerusalem Talmuds:

Specifically in the era of the end of the exile, the era of the *Heels* (footsteps) of *Moshiach*, the darkness of an a manner of double and multiplied, as the Talmud describes elaborately (-Tractate Sotah 49b, See APPENDIX VII). This then is what is being alluded to in the end of tractate *Baba Basra*, by it discussing the depth of the darkness of the final era of exile, and Jews are experiencing, Heaven forbid, being "*strangled*" by the doubled and multiplied darkness of the exile. Comes the Talmud and tells us that what is certain, be it according to the Babylonian Talmud or the Jerusalem Talmud, is that, "*also by (the case of) being strangled, the law is like Rabbi Yishmael*," that the guarantor becomes obligated, and thus, we collect from the guarantor. Spiritually speaking, this means that although, from the *Attribute of Justice* there is reasoning to say that the Jew must pay up his own debt, nevertheless, the law is as Rabbi Yishmael --who was a *Kohain Gadol* - *High Priest*, which on the spiritual level, the *Kohain* represents a "*Man of Kindness*"-- that G-d, the *Guarantor*, obligates Himself for the Jew, and, per se, pays our debt.

The difference between the tow *Talmuds* are only concerning in what manner there becomes the "*obligation*":

According to the *Babylonian* Talmud, where the darkness of exile rules so fiercely, and therefore, also the unity and guarantor-ship between G-d and the Jew is not in such a state of revelation, thus, an "*acquisition*" is necessary: Jews need to demand by G-d that G-d should place Himself into the situation of the Jewish people, and should, per se, "*obligate*" Himself to rid us of our debt to the *Other Side* acquired through our iniquities. In other words, in a situation in which the Jew's unity with G-d is in a state of concealment, the Jew cannot rely on the *automatic* flow of G-d stepping in to accept upon Himself *guarantor-ship* for the Jew's iniquities. Rather, the Jew must reach deep into himself, and from this place of his *concealed* unity, cry out to G-d, '*demanding*' and awakening the revelation of G-d's unity with the Jew, which will then lead to G-d stepping into being the guarantor for the Jew.

However, according to the studies of the *Jerusalem* Talmud, which is the dimension of *Light*, in which the "*partnership*" between G-d and the Jew illuminates, thus, there needn't be that the Jew "*reminds*" G-d concerning the, "*pain of His friend*" --meaning the pain that the Jew is going through in the constraints and captivity of exile--, which expresses itself in our prayers and outcry of, "*Ad Mosai?! - Until When?!*," as we say in our *Pardon Prayers* (on the fast-day of the 17th of Tammuz), "*And give Him no rest until He establish, and until He places Jerusalem a praise upon earth*," which is already more than enough that G-d should obligate Himself to, "*the people close to Him*," and brings immediately the redemption through our righteous *Moshiach*.

Which, then the (third; *Basra*) Temple will be built upon its place, and (-Haggai 2:9), "*The glory of this last House shall be greater than the first one*"⁶²," speedily in our days, practically and tangibly so.