

Arvus on Other Debts Besides Loans

Rav Yitzchok Grossman , Rosh Kollel of Greater Washington and Dayan at the Bais HaVaad

Question: Traditionally, when we talk about *arvus* we are talking about loans. But there are other circumstances when one might make a guarantee to the repayment of a debt. For example, if someone is buying a house and is nervous there might be liens on the house, and someone else tells him that he guarantees there are no liens and, if there are, he'll compensate for them, does that guarantee have standing in halacha?

Answer: This is a question that has conflicting sources in *halacha*.

In certain places, it is stated that *arvus* is only in cases like a loan, where the lender gives away his money to someone else. In such cases, where the money leaves the possession of the lender, he can say that he only gave away his money because of the guarantee of the *areiv*; therefore, the *areiv* is liable to make sure the lender gets his money back. If a debt is not from a loan, these sources seem to say that a guarantee to repay it does not constitute *arvus*.

In the case of a purchase, for example, the buyer has not given away anything and, in fact, is holding onto the item or property that he bought. Even if someone guaranteed the purchase, as in the case in the question, it is not clear that the buyer only made the deal because of this guarantee, as we know that there is a certain level of risk in every purchase and it may be assumed that he would have bought the item in any case.

Other sources in *halacha* say if the purchaser made it clear that he is nervous about doing the deal and is only doing it because of the guarantee of the *areiv*, then the guarantor would be liable. They speak about a case where Reuven owns a cow that he is reluctant to slaughter out of fear that it may turn out to be a *treifa*. His friend, Shimon, urges him to *shecht* the cow, telling him that he will buy the cow from him after it is *shechted* and assures that he will pay him a certain amount even if it ends up being a *treifa*. They say that *arvus* would apply in this case because Reuven only *shechted* the animal because of the guarantee.

So, sources in halacha point in both directions regarding this question, without any conclusive ruling.