

The Loan Arranger

Excerpted and adapted from a *shiur* by HaRav Chaim Weg

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https://baishavaad.org/wp-content/uploads/2020/12/BER81_010_Mikeitz_Guarantees_of_Interest_Guarantors_Ribbis_and_More.mp3

I will guarantee him; from my hand you can demand him. If I do not bring him to you and stand him up before you, I will have sinned against you for all days.

Bereishis 43:9

The Gemara enumerates three different kinds of *areiv* (guarantor). The first is the standard *areiv*, where if the borrower doesn't pay, the lender may collect from the *areiv*. The second is an *areiv kablán*, where the lender has the choice to collect from either the borrower or the *areiv*. (The Gemara derives the validity of this type of *areiv* from our *pasuk*.) The third is an *areiv shluf dutz*, where the *areiv* takes primary responsibility, and the lender turns to the *areiv* first for payment.

In contrast with most payments in Choshen Mishpat, which are made in exchange for receiving some benefit, an *areiv* accepts the responsibility of repayment without receiving a thing. The Kehilos Yaakov (Kiddushin 12) lists four explanations of the halachic mechanism by means of which the *areiv* becomes liable: The Rambam explains it as a *kinyan odeisa*, where the *areiv* acknowledges that he is responsible to pay. According to the Ritva, the *areiv's* obligation is in exchange for the pleasure he derives from the trust placed in him by the lender. The Rashbam suggests that since the *areiv* instructs the lender (who is considered his agent) to lend the money to the borrower, the *areiv* "receives" the money to give to the borrower, and in exchange, he must repay the loan. The Nimukei Yosef says the obligation takes effect with only the verbal commitment of the *areiv* because that commitment was so strong that it made the lender willing to part with his money.