

Is it Permitted to Repay a Loan in Full When the Lender Mistakenly Gave Less than what was Agreed Upon?

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Case: Yankel was in need of a loan of \$5,000. The only person he was able to ask was Shimon, a wealthy man he knew who was not the easiest person to deal with. Shimon agreed to lend the money and told Yankel to come to his house to pick it up. When he arrived, Shimon handed him an envelope stuffed with cash. When Yankel counted the money, though, he realized it was only \$4,900. Not wanting to make a big deal out of it by telling Shimon that he made an error, he'd rather just pay the full \$5,000.

Question: Is he allowed to repay the full \$5,000 to avoid an embarrassing situation, or is it *ribbis* because he only received a loan of \$4,900?

Answer: The Rishonim talk about a situation where it is unclear how much was actually lent. They say that if both the borrower and lender do not remember how much money is owed, the borrower is permitted to pay back as much as he needs in order to be sure that he has paid his debt. He need not worry that he is overpaying and thereby transgressing the prohibition of *ribbis*. The reason for this is because he is not paying extra money for a time extension on the loan; rather, he is only giving more money to make sure he pays back his full debt.

The Chazon Ish extends this halacha to include a case where the lender tells the borrower that he owes him \$50, and the borrower knows he is making a mistake and he really only owes him \$40 but he doesn't want to contradict him and get into a fight over \$10. He says in this case the borrower is allowed to pay the extra \$10 without concern about it being *ribbis*, since he is not paying extra money in order to repay the loan; rather, he is "paying for peace" with the extra \$10, which is not a problem of *ribbis*.

The Mishnas Ribbis further extends this leniency to apply to a case like the one outlined in this question, where the lender mistakenly gave less money than he was supposed to but the borrower doesn't want to inform him of his error. Again, he says that since the extra money is only being paid in order to keep the peace, and not as an extra payment on the loan, it is permitted.