

*Precocious Pruzbul*

August 18, 2022

**Q** There are people that owe me money, so I want to write a *pruzbul* to prevent the cancelation of the loans at the end of Shmitah. May I do so earlier than Erev Rosh Hashanah?

**A** If a loan was made after a *pruzbul* was written, it is not covered by the *pruzbul*. The *pruzbul* makes it as if you turned your loans over to bais din, and you cannot hand over that which doesn't yet exist, so another *pruzbul* will need to be written for the new loan. That is why the *pruzbul* is customarily done on Erev Rosh Hashanah, to include all loans issued through that time.



Usually, a contract may be postdated but not predated, because a predated *shtar* can injure *lekuchos* (purchasers of ostensibly encumbered property). *Pruzbul* is the other way around: It may be predated but not postdated, because a predated *pruzbul* covers *less* than what it may, but a postdated one could be used fraudulently to cover *more* than it may.

If a store owner sells merchandise on credit after writing an early *pruzbul*, he can prevent cancelation of the loan by setting its repayment date after Rosh Hashanah. (Loans are only canceled at the end of Shmitah if they are already due, or if no specific due date was set.) According to Rav Elyashiv, the due date may be extended without the knowledge of the borrower. *Lechat'chilah*, that should be done before two valid witnesses, and if that's not possible, it should be done with two invalid witnesses. *Bedieved*, it's effective with no witnesses at all.

According to the Igros Moshe, no *pruzbul* is necessary if a loan is repaid with a check dated after Rosh Hashanah. If the check is dated before Rosh Hashanah, *poskim* dispute whether it is subject to shmitas *ksafim* or not.