

## 1) The Borrower – Does he acquire future profits?

	Law	Reason	Source
<b>Rav Papa (a)</b>	Does not acquire future profits <b>after pledging to pay</b>	Has no believable claim to exempt himself from payment	
<b>Rav Papa (b)</b>	Acquires future profits <b>after pledging to pay</b>	Could have lied and claimed that the animal died on account of its work	
<b>Rav Zvid (Abaye)</b>	Acquires future profits <b>after payment only</b>	Since the borrower reaps full benefits from the item, the owner feels no obligation to convey future profits merely on account of a verbal pledge from the guardian.	<b>Braisa (2):</b> If one borrowed a cow, and it was stolen, and the borrower <b>“went ahead” (v'kidem)</b> and paid the owner, the thief pays the double payment to the borrower.

### Does Braisa (2) refute Rav Papa (b)?

**Our Mishnah:** “The guardian paid and did not desire to swear” – “שילם ולא רצה לישבע”

**Rabbi Yochanan:** “The guardian paid” means that he pledged to pay

**Braisa (1) [in support for Rabbi Yochanan]:** If one rented a cow, and it was stolen, and the renter said “I shall pay and not swear”, the thief pays the double payment to the renter.

**Braisa (2):** If one borrowed a cow, and it was stolen, and the borrower **“went ahead” (v'kidem)** and paid the owner, the thief pays the double payment to the borrower.

➤ **Conclusion:** Braisa (2) refutes the opinion of Rav Papa (b).

**Question 1:** Does Braisa (2) refute the opinion of Rav Papa (a)? (Tosafos)

**Question 2:** If not, is there a legal difference between Rav Papa (a) and Rav Zvid? (Tosafos)