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Volume V

THE CODE OF MAIMONIDES

(MISHNEH TORAH)

BOOK TWELVE

The Book of Acquisition
tran.
Isaac Klein
1951

The same law applies to all similar cases.

8. If partners divide their joint holdings and they have debts left that are due them from others they cannot impose an oath upon each other on a doubtful claim, inasmuch as they have already divided. As for any debt that is left, let each one take his share from it, since it is a known quantity.

Thus also where they have some money left in the purse and though aware of it they do not take their share of it, they cannot impose an oath on each other because the money is considered as divided.

So, too, if all the partners make an accounting and one has left with another a fixed and known thing: though he has not yet taken it the partnership is counted as divided.

However, in case there is left among them some produce which they have not yet divided among themselves and they do not know its weight, or if there is left among them some portion still held in partnership concerning which they have not yet settled accounts and neither knows the amount of the share due him, the partnership is still in force and they can impose an oath on each other.

9. If one partner lodges a claim against the other after they divide he cannot make him take an oath except by imposing it in another lawsuit, as we have explained. However, he may pronounce a general ban upon him who robbed him of anything when he was his partner or his tenant or the son of his house and would not admit it.

CHAPTER X

1. If one of the partners claims that they agreed on a certain stipulation and the other counters, "There never was such a condition between us"; or if one claims, "My principal amounted to so much and so much," and the other counters, "It was a smaller amount"; or if one claims, "I have already given you your share of the joint holdings," and the other counters, "I have not received it"; or if one claims, "This merchandise was mine," and the other counters, "It was from the merchandise jointly owned"; and in all similar claims, the claimant has the choice of what oath to impose.

Thus if the claimant desires that his partner should not take "the oath of partnership" but rather an oath of inducement on the specific claim which he has countered by saying, "This never happened," he may do so. But if he wishes he may impose upon him an oath as to all those claims by dint of the oath of partnership; i. e., he may make him take (1) the oath based on a doubtful claim that "you did not rob me during all the period of our partnership," and (2) that "there was such-and-such a stipulation in our partnership," or that "this merchandise was yours," or that "you gave me so much and so much."

The same law applies to all similar cases.

2. If one sues his partner, in order to make him take an oath of partnership, and the defendant claims, "We have already divided and you have nothing left with me," while the plaintiff claims, "We have not yet divided or made an accounting"; or if the plaintiff says, "We divided on the condition that I impose upon you an oath of partnership whenever I desire, and you have not yet sworn and are putting me off from day to day," then the plaintiff cannot make him take an oath on a doubtful claim. Even if the defendant says, "We did divide, and you have indeed left some things with me, but this balance is only what you settled with me as a loan or left with me as a bailment," he cannot be forced to take an oath with a claim of possible fraud, even if there are witnesses that the other was his partner. Nor can the plaintiff impose upon the defendant an oath of inducement that they have already divided or have never entered a partnership. He cannot impose such an oath even by dint of another lawsuit, because we do not impose an oath of inducement or exact an oath by dint of another lawsuit unless the plaintiff charges the defendant with a claim which would obligate him to pay money should he admit it; but if it is a claim which, even if the defendant admitted it,

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The Code of Maimonides

BOOK THIRTEEN

THE BOOK OF CIVIL LAWS

TRANSLATED FROM THE HEBREW BY

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CHAPTER I

1. Four different types of bailees are mentioned in the Law, but only three different rules are applicable to them. The four types of bailees are: a. the gratuitous bailee; b. the commodatary; c. the bailee for hire; d. the hirer.

2. The three different rules applicable to them are:

a. A gratuitous bailee from whose possession the object bailed was stolen or *lost*—and needless to say if it was lost through *force majeure*, as in the case of an animal that died or was captured—must swear that he kept the object bailed after the manner of bailees, and he is quit. For it is said *If a man deliver unto his neighbour money or stuff to keep, and it be stolen out of the man's house . . . the master of the house shall come near unto God* (Exod. 22:6–7).

b. The commodatary is liable in all cases, whether the object bailed was lost or stolen, or even if the loss occurred through a force greater than these, as in the case of an animal that died, or was crippled, or captured. For with regard to the commodatary it is written *And if a man borrow aught of his neighbour, and it be hurt, or die, the owner thereof not being with it, he shall surely make restitution* (Exod. 22:13).

c. The bailee for hire and the hirer both are subject to one rule. If the object which one hired or for the keeping of which one received hire was stolen or lost, the said bailee must pay therefor. But if the loss occurred through a force greater than these, as in the case of an animal that died, or was crippled, captured, or torn, the bailee for hire or the hirer must swear to the force, and then is quit. For it is said *If a man deliver unto his neighbour an ass, or an ox, or a sheep, or any beast, to keep, and it die, or be hurt, or driven away, no man seeing it; the oath of the Lord shall be between them both* (Exod. 22:9–10). And it is also written *But if it be stolen from him, he shall make restitution unto the owner thereof* (Exod. 22:11).

It follows therefore that the gratuitous bailee is subject to an

oath in every case; that the commodatary is subject to payment in every case—except in the case of an animal that died while working, as hereinafter stated; that the bailee for hire and the hirer are subject to payment in the case of *loss* or theft, and to an oath in the case of force majeure, as where an animal died a natural death, was crippled, captured, or torn; or where the object bailed was lost in shipwreck, or taken by armed robbers and the like.

3. If a man deposited something with another, whether it was to be kept gratuitously or for hire, or if he lent or let something to another and the bailee borrowed or hired the services of the owner together with the object bailed, the bailee is quit in every case of loss of the object, even if he was negligent with regard thereto and the loss occurred through his negligence. For it is written *If the owner thereof be with it, he shall not make it good; if it be a hireling, he loseth his hire* (Exod. 22:14).

All this applies only if the bailee borrowed or hired the services of the owner at the time of the bailment, even though the owner was not present when the theft, loss, or force occurred. But if he first took the object, becoming a bailee with regard thereto, and later hired or borrowed the services of the owner, he must pay for the loss of the object even if the owner was present at the time when the loss through force occurred. For it is written *The owner thereof not being with it* (Exod. 22:13). From the "oral tradition" it has been learned that this verse is to be understood thus: if he (the lender) was with him (the borrower) at the time of the borrowing, though he was not present at the time of the theft or death of the animal, the borrower is quit. But if the lender was not with him at the time of the borrowing, though he was present at the time of the death or capture, the borrower is liable. And this applies to all other bailees as well; they are quit in case of a bailment *with the owner* even if they were negligent.

4. Every bailee who was negligent at the beginning, though in the end a loss occurred through force, is liable, as hereinafter stated.

The commodatary is not permitted to lend to others the object

3. If a man, who exercises the calling of a town's schoolmaster, planter, bloodletter, scribe, and the like, lent or let anything to one of those in whose work he was engaged, on the day he was so engaged, it is a case of keeping with the owner, and even if the bailee was negligent with regard thereto, he is quit. But if the person exercising such calling borrowed or hired anything from one of those in whose work he was engaged, he is liable since they are not lent to him.

4. A teacher who is free to lecture to his students at any time and on any treatise, the students attending regularly, though he may skip from one treatise to another, is not deemed to be lent to his students; but the students are deemed to be lent to him. However, on the day of the prefestival assembly, when all come to be instructed in the subjects pertaining to the festival, he is deemed to be lent to the students, while the students are not deemed to be lent to him.

5. If a man said to his messenger, "Go forth and lend yourself together with my cow," it is not a borrowing with the owner. For it is written *If the owner thereof be with it, he shall not make good* (Exod. 22: 14). This has reference to the owner himself and not to his messenger.

If a master said to his Canaanite bondman, "Go forth, lend yourself together with my cow," it is a borrowing with the owner, the hand of the bondman being like the hand of the master. If, however, the bondman lent himself together with the cow, without the master's knowledge, it is not a borrowing with the owner.

6. If a man borrowed something from a married woman, and, at the same time, her husband lent himself to the borrower, it is not a borrowing with the owner—ownership of the usufruct being unlike ownership of the corpus, and the husband having only the usufruct of his wife's property.

7. If a man borrowed something from his wife, or if partners borrowed from one another, it is a borrowing with the owner. But

if a man said to another, "Make a loan to me today and I will make one to you tomorrow," it is not a borrowing with the owner.

8. If a man borrowed something from partners, and one of the partners lent himself to the borrower, or if partners borrowed something, and the lender lent himself to one of the partners, it is doubtful whether or not it is a borrowing with the owner. If, therefore, the animal died the borrower does not pay. But if the lender seized property belonging to the borrower, up to the value of the animal, it may not be reclaimed from him. If the borrower was negligent he must pay.

9. If a man borrowed an animal with the owner for the purpose of committing buggery, or for ostentatious display, or for doing therewith work worth less than one pĕruṭah, or if one borrowed two cows for doing with both of them work worth one pĕruṭah—in all of these cases it is doubtful whether or not it is a borrowing with the owner.

10. If a man borrowed an animal with the owner and then hired it without the owner, he is quit, since the liability of the hirer is comprised within that of the borrower. But if one hired an animal with the owner and then borrowed it without the owner; or if he borrowed it with the owner, then hired it without the owner, and then again borrowed it without the owner; or if he hired it with the owner, then borrowed it without the owner, and then again hired it without the owner—in all of these cases it is doubtful whether or not it is a keeping with the owner.

11. If a woman borrowed something and then married, the husband is deemed a purchaser; he is neither a bailee for hire nor a borrower. If, therefore, it was an animal that she borrowed and it died, the husband is quit, even if he used the animal during the term of the borrowing and even if he was negligent with regard thereto, since he is deemed a purchaser. The woman, however, is liable to pay when she comes into money.

If the woman gave the husband notice that the animal had been borrowed, he takes her place with regard to liability therefor.

title to the property at the time of the purported sale: he must return to the seller the profits taken by him in the meantime, since failure to do so would make him guilty of Pentateuchal usury.

All transactions, other than those just enumerated, which are forbidden as a species of usury, are so forbidden by the decree of the Sages only, the prohibition having been enacted for fear that those who would engage in such transactions might eventually come to practice Pentateuchal usury. The gain resulting from such transactions is called "dust of usury" (quasi usury) and is not recoverable in a court of law.

2. He who has lent money to his fellow, must not have the borrower's bondman perform work for him, even though the bondman would otherwise stay idle; nor must he live in a house belonging to the borrower without paying rent, even though the house is not being offered by the owner for rent, and the owner does not usually let it to others; and if the lender did live in the house, he must pay rent, but if he does not pay, it is only quasi usury, since he did not stipulate with the borrower, at the time the loan was made, that he live in the house.

If, therefore, the borrower has not yet paid the debt and he wishes to deduct therefrom the amount of the rent, he may not deduct the entire amount if it is equal to the amount of the debt, but only so much as the judges, in their discretion, may decide. For if we were to dismiss the lender with nothing at all, it would be as though the amount of the rent was recovered from him in a court of law, and quasi usury is not recoverable in a court of law.

3. My teachers have taught that if a man lent money to his fellow and thereafter, when he demanded repayment, the borrower said to him, "Live in my house until I repay the loan," it is quasi usury, since there was no stipulation at the time the loan was made. For it is written *Thou shalt not give him thy money upon interest* (Lev. 25: 37).

4. If a man lent money to his fellow upon a field and said to the borrower, "If you do not repay the loan within three years the field

is mine," he does not acquire title to the field, because this is 'asmakta. He must therefore deduct all the profits he receives from the field, such profits being Pentateuchal usury. But if the borrower said to the purchaser, "Acquire title to the field from now on if I do not return the money to you within the three years," then, if he tenders the money within the three-year period, none of the profits belongs to the purchaser, and if after the three-year period, all of the profits belong to the purchaser.

5. If a man sold a house or a field to his fellow, and the seller said to the purchaser, "You are to return the property to me whenever I have money," the purchaser does not acquire title to the property. All the profits he receives are therefore in the nature of directly stipulated usury and are recoverable in a court of law. But if the purchaser, of his own accord, said to the seller, "I shall return the property to you whenever you have money," the transaction is lawful, and the purchaser takes the profits until the seller returns the money to him.

6. If a man sold a field to his fellow, and the purchaser paid only part of the purchase price, the following rules apply:

a. If the seller said to the purchaser, "Acquire title to such part of the property as corresponds to the part of the purchase price you are paying," each one of the two takes a share of the profits corresponding to his interest in the property.

b. If the seller said to the purchaser, "When you tender the balance of the purchase price you will acquire title to the whole from now on," both of them are forbidden to take the profits in the meantime. The seller is forbidden to take the profits, because it is possible that the purchaser will tender the money, and it will turn out that the property was his *ab initio* and that the seller took the profits as interest for the money he had in the purchaser's hands. The purchaser is similarly forbidden to take the profits, because it is possible that he will not tender the balance, and it will turn out that he took the profits as interest for the money he had in the seller's hands. The profits are therefore to be delivered to a

say, "I did not know what was written in the writing." But a witness may not sign a writing unless he has read it carefully.

3. If Simeon came to take counsel with Levi saying to him, "I am about to buy such a field from Reuben, and it is upon your advice that I will buy it," and Levi said to him, "It is a good field, go and buy it," Levi may nevertheless present a challenge to Simeon's title and has not lost his right to the field. Since he did not perform any deed he may say, "It was my desire to have the field come out of the hands of Reuben who is a man of violence, in order that I might be able to sue at law and obtain my field."

4. If Reuben challenged Simeon's title to a field and Simeon said, "I do not know whereof you are speaking; I purchased this field from Levi and I have witnesses that I took the profits therefrom for the number of years required to constitute seizin," and Reuben said to him, "But I have witnesses that last evening you came to me and said, 'Sell me this field,' it is not good proof, and Simeon may make a plea saying, "I wished to buy the field from you in order to prevent you from challenging my title and molesting me with a lawsuit, although I did not know whether the field belonged to you or to him," or he may make a similar plea. But if Simeon did not make such a plea, we do not plead for him.

5. If Reuben challenged Simeon's title to a field, producing witnesses that the field was his, and Simeon, who was in possession of the field, pleaded, "You sold it to me and I took the profits therefrom for the number of years required to constitute seizin," and Reuben said, "You took the profits by robbery"—whether there were no witnesses at all testifying to the taking of the profits, or there was one witness who testified that Simeon had taken the profits for three years—Simeon is not liable to make restitution of the profits he took, because he said in effect, "What I took was mine," and there were no witnesses whose testimony would have subjected him to liability for the profits, his taking thereof having been established only by his own admission. And as to the one witness who testified that Simeon had taken the profits of the

field for three years, his testimony was intended to support Simeon's position, and if there had been another witness with him, Simeon would have been confirmed in the possession of the field. Therefore, Reuben swears the informal oath that he did not sell the field to Simeon, and the field is to be restored to him, and Simeon swears the informal oath that he is not liable for the profits he has taken and is quit.

6. If two witnesses testified against Simeon that he had taken the profits of the field for a number of years less than that required to constitute seizin, he must make restitution of all the profits he has taken, and even if there be only one witness he must make restitution by the mouth of the one witness, since he does not contradict his testimony but, rather, says, "What he testifies to is true; I took the profits for three years, but what I took was mine." The result, then, is that he is liable to an oath but is unable to swear and must therefore pay.

7. Wherever one becomes liable to make restitution of profits, and the value thereof is unknown—and the court is unable to make an appraisal, such as they would make in the case of the rental for a house or the like, which is known—the profits having been taken from the fruit of trees or of a field, and the extent thereof being unknown, seeing that the plaintiff does not assert a claim for a sum certain, the defendant is to pay only what he admits to have taken, and the general anathema is to be proclaimed against him who took more than he would admit.

8. Wherever a party in possession of land is required to restore the land to its original owner, his tenants—if he let the land to others who are still living—are required to pay the rent a second time to the original owner, and they, in turn, may demand restitution of the rent from the party in possession, because he let to them a place which did not belong to him.

9. One is forbidden to make a false plea in order to pervert justice or to delay it. How is this to be understood? If a man has a debt of one mina owing to him from his fellow, he must not

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BABA MEẒI'A

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FOLIOS 1–24*b* BY
SALIS DAICHES, A.M., PH.D.
FOLIOS 25*a* TO THE END BY
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RANK AS UNPAID BAILEES: [81a] surely this implies, [if they inform him,] 'I have completed it,' they rank as paid bailees.[4]—No. [Deduce thus:] But if they say, 'Bring money and then take your property,' they are paid bailees.[5] But what if they declare, 'I have completed it,'[6] [do] they rank as unpaid bailees? If so, instead of teaching, BUT IF THEY DECLARE, 'TAKE YOUR PROPERTY AND THEN BRING US MONEY,' THEY RANK AS UNPAID BAILEES; let it teach the case of 'I have completed it',[7] from which 'take your property' follows *a fortiori*![8]—It is particularly necessary to state the case of 'Take your property,' for I might think that a he is not even an unpaid bailee;[1] hence we are told [that he is].

Others say, R. Naḥman b. Papa said: We too have learnt likewise: BUT IF THEY DECLARE, 'TAKE YOUR PROPERTY AND THEN BRING US MONEY', THEY RANK AS UNPAID BAILEES. Surely the same holds good if he says, 'I have completed it'![2]—No. The case of 'Take your property' is different.

Huna Mar, the son of Meremar, [sitting] before Rabina, opposed two Mishnahs to each other and reconciled them. We learnt, BUT IF THEY DECLARE, 'TAKE YOUR PROPERTY AND THEN BRING US MONEY,' THEY RANK AS UNPAID BAILEES, and [presumably], the same holds good if he informs him, 'I have finished it.' But the following contradicts it: If the borrower instructs him [sc. the lender] to send [the animal], and he does so, and it dies [on the road before reaching him], he is responsible for it. The same holds good when he returns it!—And he reconciled them by the dictum of Rafram b. Papa in R. Ḥisda's name: This was stated only if he returned it within the period of the loan; but if after, he is not liable.

The scholars propounded: [Does it mean,] He is not liable as a borrower, yet liable as a paid bailee; or perhaps, he is not even a paid bailee?—Said Amemar: Logically it means that he is exempt from the liabilities of a borrower, but is responsible as a paid bailee; or since he has benefited, he must give benefit in return.[3]

It has been taught in accordance with Amemar: If one takes goods from a tradesman [on approval] to send them [as a gift] to his father-in-law, and stipulates, 'If they are accepted, I will pay you their value, but if not, I will pay you its goodwill benefit;'[4] if they are accidentally damaged on the outward journey, he is liable;[1] but exempt if on the return journey, because he is regarded as a paid bailee.[2]

A man once sold an ass to his neighbour. Said the latter, 'I will take it to that place, if it is sold, it is well; if not, I will return it to you.' He went, but it was not sold, and on his way back it was accidentally injured. On his going before R. Naḥman, he held him liable. Thereupon Raba raised an objection to R. Naḥman: If they are damaged on the outward journey, he is liable; but exempt if on the return journey, because he is regarded as a paid bailee!—He answered: The return journey of this person is an outward journey. Why so?—It is common-sense. For if he found a purchaser on his return, would he not sell it?

'KEEP [THIS ARTICLE] FOR ME, AND I WILL KEEP [ANOTHER] FOR YOU,' HE RANKS AS A PAID BAILEE. But why so? Is it not a trusteeship wherein the owner [is pledged to the service of the bailee]?[1]—R. Papa said: It means that he proposed to him, 'KEEP [THIS ARTICLE] FOR ME *to-day*, AND I WILL KEEP [ANOTHER] FOR YOU *to-morrow*.'[4]

Our Rabbis taught: [If A proposes to B,] 'Keep [this article] for me and I will keep [an article] for you'; 'lend me, and I will lend you'; 'keep [this article] for me, and I will lend you [another]'; 'lend me, and I will keep [an article] for you'—in all these cases they rank as paid trustees. But why so? Is it not a trusteeship wherein the owner [is pledged to the service of the bailee]?—Said R. Papa: It means that he proposed to him, 'Keep [this article] for me *to-day*, and I will keep [an article] for you *to-morrow*.'

There was a company of perfume sellers[5] of whom each day a [different] one baked for all. One day they said to one of them, 'Go and bake for us.' 'Then guard my robe,' he rejoined. Before his return it was stolen through their negligence; so they went before R. Papa, who held them responsible. Said the Rabbis to R. Papa: But why? Is it not a trusteeship wherein the owner [is pledged to the service of the bailee]? Thereupon he was ashamed. Subsequently it was discovered that just then he [the owner] had been drinking c beer.[1] Now, on the view that he [sc. the bailee] is not liable for negligence when the owner [is pledged to the service of the bailee], it is well: on that account he was ashamed. But on the view that he is,[2] why was he ashamed?—But [it happened thus:] That day was not his [for baking], yet they requested him 'Go bake for us,' to which he rejoined, 'In return for my baking for you guard my

(4) Though the owner knows that it is ready for removal, the ian remains as responsible as before. Then by analogy, in the case of a borer, even when the period of the loan expires he remains just as responsible within the period. (5) Because they benefit by holding the article until money is paid. (6) Without stating that they hold it against payment. Viz., that even then he ranks as an unpaid bailee. (8) If he ranks as an uid bailee even when he merely informs him that he has completed it, out stating that he relinquishes his hold upon it, surely the same holds when he explicitly informs the owner that he can take it!

For 'Take your property' may imply that he refuses all further responsi—an unpaid bailee is liable for negligence. (2) V. *supra* 81a, and notes. nd hold himself responsible until it reaches the owner. (4) I.e., for the t I derive from my father-in-law's knowledge that I desired to make him a present.

b (1) Having undertaken to pay for them in case they are accepted, they are accounted in the meantime his property. (2) [Since he has no longer any intention of buying them, the goods cannot be accounted any more his property, and his liability can arise only in consequence of the goodwill he enjoyed, which makes him rank as a paid bailee, even though the tradesman had actually received payment for this benefit. How much more should this be the case with a gratuitous borrower.] (3) V. *infra* 94a; so here too: whilst the bailee has the article in his care, the owner is, under the conditions of trusteeship agreed upon, in the service of the bailee. (4) So that the trusteeship and the owner's reciprocal service are not contemporaneous. (5) Lit., 'dealers in aloe'.

c (1) I.e., he had not yet commenced baking, so was not in their service. Thus R. Papa's verdict was just, after all. (2) V. *infra* 95a.

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MIDRASH RABBAH

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UNDER THE EDITORSHIP OF

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IN TEN VOLUMES

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His enemies' (Nahum I, 2). Said God to them: 'I wrote in My Torah, *"Thou shalt not take vengeance, nor bear any grudge"* against *Israel;* but in respect of the nations *—Avenge the children of Israel,'* etc. (Num. XXXI, 2).[1] Similarly it is written, *Ye shall not try the Lord your God* (Deut. VI, 16), yet GOD DID PROVE ABRAHAM.[2]

4. AFTER THESE THINGS — misgivings were experienced on that occasion.[3] Who then had misgivings? Abraham, saying to himself: 'I have rejoiced and made all others rejoice,[4] yet I did not set aside a single bullock or ram for the Holy One, blessed be He.' Said God to him: 'I know that even if thou wast commanded to offer thine only son to Me, thou wouldst not refuse.' According to R. Leazar who maintained that the employment of *wa-elohim*[5] where *Elohim* would suffice intimates, He and His Court, it was the ministering angels who spoke thus: 'This Abraham rejoiced and made all others rejoice, yet did not set aside for God a single bullock or ram.' Said the Holy One, blessed be He, to them: 'Even if we tell him to offer his own son, he will not refuse.'

Isaac and Ishmael were engaged in a controversy: the latter argued, 'I am more beloved than thou, because I was circumcised at the age of thirteen'; while the other retorted, 'I am more beloved than thou, because I was circumcised at eight days.' Said Ishmael to him: 'I am

[1] The Bible is full of predictions against Israel, unless they reformed. The Rabbis, of course, were fully aware of this, and in the present passage they did not mean to teach that God is partial and favours Israel, but rather expressed their confidence that even when Israel sinned timely repentance would avert disaster, whereas the idolaters would never repent.—Y.T. observes: In the illustration it may be assumed that the teacher did not in fact pervert judgment, etc., but that it merely appeared so to his disciple. In the same way, God never disobeys His own moral law, even when to man it appears so.

[2] The answer to the difficulty is not explicitly given but is left to be inferred from the general tenor of the preceding remarks. To try God is a sign of inadequate faith, whereas God tried Abraham in order to strengthen his faith in Him (Y.T.).

[3] A play on *'aḥar'* (after), which is now connected with *hirhur*, misgiving.

[4] At the banquet in honour of Isaac's weaning.

[5] *And* God; in the present case E.V. *'that God'*.

more beloved, because I could have protested, yet did not.' At that moment Isaac exclaimed: 'O that God would appear to me and bid me cut off one of my limbs! then I would not refuse.' Said God: 'Even if I bid thee sacrifice thyself, thou wilt not refuse.' (Another version: Said Ishmael to him: 'I am more beloved than thou, since I was circumcised at the age of thirteen, but thou wast circumcised as a baby and couldst not refuse.' Isaac retorted: 'All that thou didst lend to the Holy One, blessed be He, was three drops of blood. But lo, I am now thirty-seven years old,[1] yet if God desired of me that I be slaughtered, I would not refuse.' Said the Holy One, blessed be He, 'This is the moment!' Straightway, GOD DID PROVE ABRAHAM.)

5. *Wherewith shall I come before the Lord, and bow myself before God on high* (Micah VI, 6)? R. Joshua of Siknin said in R. Levi's name: Though this passage was [apparently] said about Mesha, king of Moab,[2] yet it refers to none but Isaac. For it says, *'Wherewith shall I come before the Lord, and bow myself before God on high' . . . Shall I give my firstborn for my transgression, the fruit of my body for the sin of my soul?* (Now in the case of Isaac the deed was not actually done, yet He accepted it as though it were completed, whereas in the case of Mesha it was not accepted.)[3]

6. THAT GOD DID PROVE (NISSAH) ABRAHAM. R. Jose the Galilean said: He exalted him like a ship's ensign

[1] Sarah was ninety years old at his birth and a hundred and twenty-seven years at her death, which, according to the Rabbis, was caused by shock when she was wrongly informed that Isaac had been sacrificed—*infra*, LVIII, 5. [2] Who sacrificed his son as a burnt-offering. The verse continues: *Shall I give my firstborn for my transgression.* For the incident v. II Kings III, 27.

[3] The bracketed passage is added from cur. edd. Y.T.: The following verse goes on to say that God requires man *To do justly, and to love mercy*, etc. Hence the whole may well refer to Isaac, whom God never intended to be sacrificed, His true worship consisting in acting with justice and love. But actual human sacrifice, such as Mesha's, is abhorrent to Him.