



Today's Daf In Review is being sent l'zecher nishmas Habachur Yechezkel Shraga A"H ben R' Avrohom Yehuda

### Bava Kamma Daf Kuf Beis

- The Gemara had said, oily wood of shmitta, that can be used as a torch, is still not given the status of shmitta, because in general wood stands to be burned for firewood. **R' Kahana** said, this point is actually a matter of machlokes between Tanna'im in a Braisa. The Braisa says, one may not use shmitta produce for laundering. **R' Yose** says such use is permitted. The basis for the **T"K's** opinion is because the pasuk says that the shmitta produce must be used "l'achla" (for eating), and not for any other use. **R' Yose** says, the pasuk says "l'achem", which teaches that any use is permitted, even for laundering. The **T"K** says that the "l'achem" teaches that shmitta produce must be used in a way so that its benefit comes at the time of consumption. (For the same reason, the **T"K** would also hold that firewood would not be subject to shmita, because its benefit always comes after its consumption). **R' Yose** says the "l'achla" teaches that one may not use shmita produce for medicine.
  - **R' Yose** understands the pasuk as coming to allow laundering and disallow medicine, because laundering is something that all people need to do, whereas medicine is something only needed by sick people.
  - We see from this Braisa that the **T"K** says that the shmita restrictions do not apply to firewood, and **R' Yose** says that they would.
  - Based on this Braisa, we can determine that the Braisa that says the "l'achla" teaches that one may not use shmita produce for a medicine, for sprinkling, or to induce vomiting, must follow **R' Yose**, because according to the **T"K** the Braisa should have also listed laundering as a prohibited use.

R' YEHUDA OMER IHM HASHVACH...

- **R' Yosef** was sitting behind **R' Abba**, who was sitting in front of **R' Huna**, who said that the halacha follows **R' Yehoshua ben Korcha** and it follows **R' Yehuda** (of our Mishna). **R' Yosef** turned away in disapproval, to say, that the statement that the halacha follows **R' Yehoshua ben Korcha** is needed so that we know that although he is disputed by a majority (regarding the halacha of collecting a loan from goyim before their holidays), we follow his view anyway. However, why did he need to say that we pasken like **R' Yehuda**? This view is subject to a machlokes (in our Mishna) and is later taught as the view of anonymous Mishna (in Mesechta Baba Metzia), and the rule is that when a matter of dispute is then taught as an anonymous Mishna, we follow that view!? **R' Huna** held it was necessary to make the statement, because we would think that there is no order to the Mishnayos, and we therefore don't know if the anonymous Mishna was taught first or the machlokes was taught first. **R' Yosef** held, that if we are concerned for that, we would never have an application of the rule that when a matter of dispute is then taught as an anonymous Mishna, we follow that view. **R' Huna** would say, within one Mesechta there is surely an order, and that would be where that rule would apply. **R' Yosef** would say that all of Nezikin (Baba Kama, Baba Metzia, and Baba Basra) are considered to be one Mesechta. If we want we can say, that **R' Yosef** would agree that we must be concerned that the Mishnayos are out of order. However, since in Baba Metzia this halacha was taught among of a list of a number of halachos that we are to pasken like, there was no reason for **R' Huna** to make the statement.
- **Q:** A Braisa says, if someone gave money to a shliach (to enter into a partnership with him and) to buy wheat and he instead bought barley, or visa-versa, one Braisa says that any depreciation or appreciation of what was bought goes to the account of the shaliach (and he must pay back the money he took). Another Braisa says, any depreciation goes to the account of the shaliach, but any appreciation is considered to belong to the partnership. This contradicts the last

Braisa!? **A: R' Yochanan** said, the first Braisa follows **R' Meir** who says that change effects a kinyan, and the second Braisa follows **R' Yehuda** who says that it does not.

- **Q: R' Elazar** asked, maybe **R' Meir** only held that way regarding items that are meant for personal use, but not for items that were meant for business merchandise? **A: R' Elazar** said, both Braisos follow **R' Meir**. The first Braisa is discussing a case where the shaliach was sent to buy produce for eating, and the second Braisa is discussing where he was sent to buy produce for investment purposes.
- In EY they asked, according to the way **R' Yochanan** understands **R' Yehuda**, how can it be that the owner of the money can be koneh any part of what was bought if the shaliach didn't follow instructions? The seller of the produce was not notified that there is an owner of the money to be makneh it to him!?
  - **Q: R' Shmuel bar Sasrati** asked, if it is true that the owner of the money can't be koneh when the seller didn't know he existed, why is it different when the shaliach does as he is told? Why in that case is he koneh? **A: R' Avahu** said, that case is different, because when he does what he is told to do he is like the owner himself. We can prove this from a Mishna that teaches that if a man has wool dyed for his wife, it is no longer considered to be his property for purposes of hekdesch. Now, since the dyer didn't know it was for the man's wife, she should not be koneh it yet, and it should remain his!? Rather, we must say that since he acts as her shaliach, she is koneh. The same thing can be said in our case.
    - **R' Abba** said this is no proof. The reason the items designated for his wife are no longer his for purposes of hekdesch (they can't be taken to satisfy his hekdesch obligation) is because when a person gives to hekdesch, he does not intend to give his wife's clothing.
    - **Q: R' Zeira** asked, does a person intend to be makdish his tefillin, and yet we say that if a person is makdish all his possessions his tefillin are included!? **A: Abaye** said, a person does intend to include his tefillin, because he feels he is doing a mitzvah. He does not intend to include his wife's clothing, because that would create animosity between him and her.
    - **Q: R' Oshaya** asked, the Mishna says that if one makes an eirichen vow, he himself becomes security for his obligation. Now, he clearly did not intend to give himself, and yet he is included. The same should be with his wife's clothing? **A: R' Abba** said, when a person is makdish his possessions, he is treated as if he already gave his wife's clothing to his wife, and it is therefore not included in his possessions.
  - **Q: A Braisa** says, if a person buys a field in the name of another person, we do not force him to sell. But, if he said to him that it is "on condition", we force him to sell. **R' Sheishes** explained, the Braisa means, if a person bought a field under the pretense that he was buying it for the reish galusa, we do not force the reish galusa to then write a document of sale to this true buyer. However, if the buyer told the seller "I am buying this for the reish galusa on the condition that the reish galusa will then sell it to me", we do force the reish galusa to write a document of sale to the buyer. Now, this Braisa seems to argue with those in EY who said that the seller would not be makneh the property to the buyer if he doesn't know that the buyer is the true buyer, and not the reish galusa, because this Braisa seems to say that the buyer is koneh it, and it is only that we can't force the reish galusa to write the document of sale to him!? **A:** The Braisa can be talking about where the seller was told who the true buyer is.
    - **Q: R' Sheishes** said if the buyer said "on condition", we can force the reish galusa to write the document. Why can he be forced to do so? Why can't he say I don't need to be honored or dishonored with false involvement in purchases of land!? **A: Abaye** said, the Braisa means as follows. If a person buys a field in the name of the reish galusa (although he truly was buying it for himself), we do not force the seller to write up

a second round of documents that show the true buyer as the buyer. However, if he said “on condition”, we do force the seller to do so.

- **Q:** According to **Abaye** it should be obvious that in the first case we can't force the seller to write a second document!? **A:** We would think that the buyer can tell the seller, you knew that I was buying it for myself and used the name of the reish galusa to prevent people from arguing with me about the field, and since this was the plan it is as if I made a condition that you would write a second deed for me. The Braisa is teaching that the seller can tell him, I thought you made a deal with the reish galusa to write the deed over to you, so I did not think you were going to make me write a second deed.
- **Q:** According to **Abaye** it should be obvious that in the second case we would force him to write a second deed!? **A:** The case is that the buyer told witnesses at the time of the sale that he will need a second deed to be written in his name. We would think that the seller can say “I thought you meant that you needed one written by the reish galusa”. The Braisa is teaching that the buyer can say, “I specifically said this in front of witnesses during the sale in your presence, because I want you to write the second deed for me”.