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

Bava Metzia Daf Kuf Daled

IHM AMAR LO CHAKOR LI SDEI BEIS HASHILCHIN ZEH…

- **Q:** Why can he deduct from the payment? Why can't the landlord say that when we agreed to the "irrigated field" that term was used as an identifier, not to be meant as a characteristic of the field!? We find a Braisa that says that if a seller says he is selling "a beis kor" or "a vineyard" or "an orchard" the sale is valid even if there is truly no beis kor, no vines, or no trees, as long as the field was known by that name!? **A: Shmuel** said, our Mishna and the Braisa are different cases. The Braisa's ruling would be appropriate when then landlord was the one who named the property. Our Mishna is talking about where the tenant was the one who said "an irrigated field", and he surely means it to be an essential characteristic of the lease. **A2: Ravina** said, even our Mishna is discussing where it was the landlord who described the land as being "an irrigated field". However, the Mishna says that he also said "*this* irrigated field". By saying "this" that means that they were standing right by the field. Therefore, there would be no need to further identify the field. Therefore, it must be that when he says "irrigated field" it is meant as being an essential characteristic of the lease.

MISHNA

- If a sharecropper did not plow or seed the field (which leaves no produce for the landlord to share in, per the sharecropping agreement), we assess the field to determine how much it *should* have produced, and he must pay the landlord his share based on that. This is based on the terms of the standard sharecropping contract that says, "if I leave the field uncultivated and do not work the land, I will pay according to the best".

GEMARA

- **R' Meir** would darshen the language used by regular people. We see this in a Braisa, where **R' Meir** says that because people write in the sharecropping contracts, "if I leave the field uncultivated and do not work the land, I will pay according to the best", if he does not work the land he will have to pay as if he did.
    - **R' Yehuda** would darshen the language used by regular people. We see this in a Braisa, where **R' Yehuda** says that a husband must pay for the obligatory korbanos of his wife, based on the statement in the kesubah that says "the obligations that you have are on me".
    - **Hillel Hazaken** would darshen the language used by regular people. We see this in a Braisa, where **Hillel Hazaken** said that certain women were not considered married even though they had accepted kiddushin, because the kesubah that they got with the kiddushin said "when you enter into the chuppah you will become my wife". Based on this, he was able to save their children they had from another man, from getting the status of mamzeirem.
    - **R' Yehoshua ben Korcha** would darshen the language used by regular people. We see this in a Braisa, where **R' Yehoshua ben Korcha** says that a person should not take collateral worth more than the loan, because the collateral agreement (written when the creditor gives the collateral back so that the debtor can use it, but has still not paid the debt) says "the rights of repayment that you have on me are equal to this collateral".
        - **Q:** This suggests that an agreement is needed to allow the creditor to take the collateral back. However, we have learned that **R' Yochanan** said that once collateral is taken and given back for the debtor to use, it may even be taken back by the creditor from the heirs of the debtor!? **A:** The written agreement

helps in that it fixes the value, so that if the collateral becomes worth less in the hands of the debtor, that loss will have to be borne by the debtor.

- **R' Yose** would darshen the language used by regular people. We see this in a Braisa, where **R' Yose** says that where the local custom is to treat a dowry as a loan (essentially making it nichsei tzon barzel, which must be returned upon termination of the marriage, at the value it was given at the time of the marriage), the husband may collect this amount from his father-in-law as if it were a loan. If the custom is to double the value when writing it into the kesubah, the husband would only be able to collect half the amount written.
  - In Neharbilai a husband would only collect 1/3 of the amount (they would record the value at three times the true value).
  - **Mareimar** would allow the husband to collect the full amount stated in the kesubah. **Ravina** asked, the Braisa says he only collects the true amount!? **Mareimar** said, I was talking about where the husband made a kinyan on the stated amount with his father-in-law. The Braisa is talking about where no such kinyan was made.
    - **Ravina** inflated the amount of the dowry written into his daughter's kesubah. The husband wanted to make a kinyan. **Ravina** told him, if you want to make a kinyan, I will not write the inflated value, and if I write the inflated value I will not make a kinyan with you.
  - There was a man who was dying and instructed that 400 zuz of his be given for his daughter's kesubah. **R' Acha the son of R' Avya** sent to **R' Ashi**, does this mean a true 400, which would then be written into the kesubah as 800, or does it mean he wanted to give 200 which should be written in as 400? **R' Ashi** said, if he said "give her 400", it means he wanted to give her a true 400 to be written in as 800. If he said "write for her 400", he meant to give her 200 which should be written in as 400. **Others** say that **R' Ashi** said, if he said "give her ***for*** her kesubah", he meant to give 400 which should be written in as 800. However, if he said "***in*** her kesubah", he meant to give 200 which should be written in as 400.
    - The Gemara says, there is no difference whether he said "for" or "in". We will always say that he meant to give 200 which should be written in as 400, unless he says "give her 400" without mentioning the kesubah at all.

- There was a sharecropper who leased the field and told the landlord "if I leave the field unworked I will give you 1,000 zuz". He then left 1/3 of the field unworked. In Nehardai they said that he must pay 1/3 of the 1,000 to the landlord. **Rava** said, it was only said as an asmachta, and therefore it is not binding.
  - **Q:** According to **Rava**, why is that case different than our Mishna, where if he leaves the field unworked he must pay from the best? **A:** The Mishna is not a case of an exaggerated amount, and he therefore means it and it is binding. This story was a case of an exaggerated amount, and therefore it is not binding.
- There was a farmer who leased land with the understanding that he would plant sesame, but he instead planted wheat (which is typically less valuable, but also doesn't erode the nutrients of the land as much as sesame). It so happened that the value of the wheat was the same as sesame would have been. **R' Kahana** thought to say that the landlord should have to give some value back to the sharecropper for what he saved in depletion of nutrients. **R' Ashi** told him, an owner would rather have his field more depleted, but not get less money. Therefore, he need not account for that.
- There was a farmer who leased land with the understanding that he would plant sesame, but he instead planted wheat. It so happened that the value of the wheat was *more* than sesame would have been. **Ravina** thought to say that the landlord should have to give some value back to the sharecropper for the additional value that he produced. **R' Acha MiDifti** told him, the land was a factor in the large wheat crop and value, and therefore the landlord shares in it as well.
- In Nehardai they said, an "iska" arrangement (where one partner provides the capital and the other does the work, and the profits and losses are divided) is considered to be half a loan and half a deposit. This was done to benefit the "borrower" (the working partner limits his exposure

to half the money) and to benefit the "lender" (the capital partner is guaranteed repayment on half the money). Now that we say that half is a loan, if the working partner wants, he can spend that loan any way he wants. **Rava** said, it was only given to him to work the business, so it must be used for the business.

- **R' Idi bar Avin** said, if the working partner dies, the half that is a loan is considered to be moveable property and is therefore not collectible from his children. **Rava** said it was given so that it not be considered moveable property, and therefore could be collected from his children.
- **Rava** said, if there is one iska arrangement that was written into two separate contracts (half the capital was written into one and half into the other), it puts the capital partner in a position to lose out (typically the working partner receives a larger share of the profits to prevent a ribis issue, and therefore, if one iska contract produces a loss which is shared equally and the other produces a profit, they will not be netted and the capital partner will lose out). If there are 2 iska arrangements but only one contract, it puts the working partner in a position to lose (in this case they will be netted even if they shouldn't be, producing the opposite result of the last parenthetical).
- **Rava** said, if a working partner lost the money, but didn't tell the capital partner, and instead worked and made enough to bring the capital back to where it started, he cannot then ask the capital partner for some of the money that he made, because the capital partner can tell him "you purposely didn't tell me that you lost the money, because you wanted to be known as a success in business!"
- **Rava** said, if there were 2 working partners in a deal (along with a capital partner), and they made a profit even before the time for the partnership to end arrived, and one of the working partners told the other, "let's divide the profits and dissolve the partnership", the other working partner can prevent him from doing so. Even if he just asks to take his share of the profits the other partner can refuse to do so, because he can say that the profits are needed for the principal (to make up for future losses and to invest further). If he asks for half of all money (which would be a dissolution of the partnership) the other partner can say that all the capital is needed for the continued success of the enterprise and to make up for any future losses. Even if he says he wants to divide the capital and agrees to give money back in the event of a loss, the other partner can refuse by saying "the mazal of two people is better than the mazal of one".