



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

Bava Metzia Daf Yud Zayin

- The Gemara had mentioned the concept of a proven liar. **Rava** now says, since we raised the topic of a proven liar, we should say something about it. **R' Yosef bar Minyumei in the name of R' Nachman** said, if Beis Din told a debtor "go and give the lender the money you owe him", and he later says that he paid, he is believed. If the lender asks Beis Din to write a document expressing the verdict, they do not write it for him. If Beis Din told the debtor "you are chayuv to give the lender the money you owe him" and he later says that he paid, he is not believed. If the lender then asks Beis Din to write a document expressing the verdict, they do write it for him. **R' Zvid in the name of R' Nachman** said, whether they told him "go and give" or whether they told him "you are chayuv to give", and he later said that he paid, he is believed, and if the lender asks Beis Din to write a document expressing the verdict, they do not write it for him. **R' Zvid** said, if you want to make a differentiation between the two cases it would have to be as follows. If Beis Din told a debtor "go and give the lender the money you owe him", and he later says that he paid, and witnesses testify that he did not pay, he is considered to be a proven liar for that money and would never be believed to say that he paid that money. However, if Beis Din told the debtor "you are chayuv to give the lender the money you owe him" and he later says that he paid, and witnesses testify that he did not pay, he is not considered to be a proven liar for that money, because we assume that he is trying to buy time to delay paying, hoping that the Beis Din would look deeper into his case and not require him to pay.
- **Rabbah bar bar Chana in the name of R' Yochanan** said, if a creditor asks for his money and the debtor denies ever owing the money, and witnesses then testify that the money was owed, and the debtor then claimed that the loan was repaid, he is considered to be a proven liar regarding this money and would not be believed to say it was repaid.
- **R' Avin in the name of R' Illa in the name of R' Yochanan** said, if a person was obligated to swear about something to another person, and he claims that he already swore, and witnesses then testify that he did not swear, he is considered to be a proven liar with regard to this oath and would not be believed to say that he already swore.
 - **R' Avahu** said, it would make sense that **R' Avin's** halacha was said only when the person was obligated to swear by Beis Din. However, if it was an oath that he obligated himself to swear, he would be believed to say that he already swore, even if witnesses testified that he did not. When asked by the talmidim, **R' Avin** said that he was referring to an oath obligated by Beis Din.
- **R' Assi in the name of R' Yochanan** said, if a certified loan document is found, and it is dated the day that it was found, it should be returned to the creditor. The reason is, we don't have to be concerned that it was written in preparation for a loan, but the loan was not actually given, because a certification is only given on a completed loan. We are also not concerned that it was repaid, because we are not concerned that a loan was repaid the day it was given.
 - **Q: R' Zeira** asked **R' Assi**, you have said in the name of **R' Yochanan** that a loan document that was used and repaid should not be used for another loan, because the lien has lapsed. Now, it can't be talking about using a loan on a later day, because then it would be passul to use based on it being predated, not only because the lien had lapsed!? Rather, it must be that the second loan was going to be made on the same day as the first loan that was already repaid, and we see that people do pay back on the same day that they took the loan!? **A: R' Assi** said, it is not impossible for that to happen. It is very unusual for that to happen, and that is why we don't have to be concerned for it.
 - **R' Kahana** said, **R' Yochanan** meant that if the debtor admits that the money is still owed, it is returned to the creditor.

- **Q:** That would seem obvious!? **A:** We would think that the money was really repaid, but the debtor says it is still owing only so that he can use the document again for a second loan and not have to pay a sofer to write a new document. **R' Yochanan** teaches that a creditor would not allow it, because he is concerned that the **Rabanan** would find out what really happened and make the document passul, thereby causing him a loss.
 - **Q:** An earlier Mishna said that a loan document that was found with an achrayus provision may not be returned. We explained that the case was where the debtor admitted to the money owed, but we are concerned that he used a prewritten document. Why in that case do we not say that the creditor would not allow such a document to be written, because it may be deemed passul and cause him a loss of the money? **A:** In that case the creditor stands to gain, by being able to collect encumbered land from the earlier date of the prewritten document. Therefore, he may take a chance with it. In **R' Yochanan's** case, the date is the current day, so he stands to gain nothing by reusing the document, and therefore will not take the chance, since it may be deemed passul.
- **R' Chiya bar Abba in the name of R' Yochanan** said, if someone claims that he paid an obligation that was put on him by Beis Din, he is not believed, because once obligated by Beis Din, it is as if there is a document to this obligation. **R' Chiya bar Abba** asked him, this is already taught in a Mishna which says that if a woman produces a get without producing a kesubah, the husband must still pay for the kesubah!? **R' Yochanan** said, if I would not have said my statement, you would have limited the Mishna's ruling to the case of kesubah.
 - **Q: Abaye** asked, how can such a ruling be learned from the Mishna? Maybe the Mishna is discussing a place where a get was used for kesubah collection and no separate kesubah document was written, but in a place where a separate document was written, if she did not have it she would not be able to collect!? **A: Abaye** then said, the Mishna can't be discussing a place where no kesubah document is written, because if it was, that would mean that a widow from eirusin would only be able to collect based on witnesses to her husband's death, and that the heirs would therefore be able to claim that they already paid the obligation. That cannot be, because that would render useless that enactment of the **Rabanan** for a kesubah obligation for an arusah.
 - **Q: Mar Kashisha the son of R' Chisda** asked **R' Ashi**, how do we know that a widow from the eirusin would even be allowed to collect without having a kesubah? It can't be from the Mishna that says that a woman collects the entire kesubah at termination of the nessuin or the eirusin, because that Mishna may be discussing where she had a written kesubah, and the chiddush is that we don't say that she only gets the kesubah if she entered into nissuin (like the view of **R' Elazar ben Azarya**)! Also, if there was no kesubah written, she should only be able to collect the basic kesubah payment, and the Mishna says she collects "the full amount"! It also can't be from the Braisa that says that if the husband in an eirusin dies she gets her kesubah, because that too may be discussing where she had a written kesubah!? It can't be from a Braisa taught by **R' Chiya bar Ami**, which clearly says that a widow from eirusin collects her kesubah, because that too may be discussing where she had a written kesubah, and the chiddush of that Braisa is regarding the other halacha it states that if he was a Kohen and she died he would not be allowed to become tamei to her!? **A:** Rather, **Abaye** reversed himself based on the Mishna itself. If the Mishna is discussing a place where a kesubah is not written, and the get is used as the kesubah, where does the get say how much she is to collect? If you will say it is as if it says it, based on an enactment of the **Rabanan**, then he should be able to claim that it was paid!? If you will say that if it was truly paid it should have been ripped up, the husband could say that it wasn't ripped up, because his ex-wife needed the get to prove that she was divorced. Therefore, **Abaye** learns from here that a person is not believed to say that an obligation imposed by Beis Din was paid, unless he has proof.