



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

### Bava Metzia Daf Yud Tes

- The Braisa said, if a person found a get in the marketplace, if the husband admits that he divorced his wife, it should be given to her. If he does not admit it, it should not be returned to either party.
  - **Q:** Why do we give it to the wife when the husband admits to it? Maybe it was prewritten, in which case the wife will be able to sue for return of produce from her fields that was sold by the husband between the written date and the actual date it was given!? Now, this makes sense according to the view that once a husband decides to divorce his wife he no longer is entitled to the produce from her property (so it actually was improperly sold). However, according to the view that he is entitled to the produce until he actually gives her the get, why don't we have this concern? **A:** When the wife sues for the produce, we make her bring proof as to when the get was actually received by her.
    - **Q:** Why is a get returned when found and a loan document is not? Why don't we also just make the creditor prove when the document was actually received by him? **A:** When dealing with a get, the buyer of the produce will reason that the **Rabanan** authorized the get to be returned to her so that she not be an "agunah", but that there is still a possibility that it was prewritten. Therefore, he will demand proof of when the get was actually received. Regarding a loan document, the purchaser of the land will reason that if the **Rabanan** allowed its return, they did so only to allow for collection of encumbered properties, and the **Rabanan** must have therefore decided that the date as written is proper. Therefore, he will not demand proof of receipt.

### SHICHRUREI AVADIM...

- A Braisa says, if someone found a shtar shichrur in the marketplace, if the master admits that he freed his slave, it should be given to the slave. If he does not admit to it, it should not be returned to either party.
  - **Q:** Why do we give it to the slave if the master admits to it? Maybe it was prewritten, and after it was written, but before it was given, the slave purchased land (which, because he is a slave belongs to the master) and the master then went and sold that land, and when the slave then gets the shtar shichrur he will go and sue for "return" of the land, claiming he was free when the master sold it, and it was therefore his and the master had no right to sell it!? Now, this makes sense according to the view that it is beneficial for a slave to go out free, and according to **Abaye**, who says that the witnesses signing the document are koneh it for him. However, according to the view that it is detrimental for him to go out free, why don't we have this concern? **A:** When the slave sues for the return of the property, the buyer will demand that he bring proof as to when the shtar shichrur was actually received by him.

### DAITIKI MATANAH...

- A Braisa explains, the word "daitiki" is a contraction of the words "this shall be to establish and continue", and is used by a person who is dying to say that if he dies, this property should be given to whoever he lists in the document. The term "matanah" refers to a gift that is given to take effect "today and after I die".
  - **Q:** Does this mean to say that a simple, immediate gift is ineffective? **A: Abaye** said, the Braisa is trying to give a scenario of a gift of a healthy person that is like a gift of a sick person. That scenario is where a healthy person gives a gift "today and after I die". In this case, the beneficiary will only be koneh after the death of the one who made the gift.

- **Q:** It seems that the Mishna says not to return these document because the giver didn't say "give it to them", but had he said "give it to them" we would return it. However, a Braisa says that we don't return a daitiki or a gift document even if they both agree that it was given!? **A: R' Abba bar Mamal** said, our Mishna is talking about the gift of a person who is dying, who may take back the gift at any point before he dies, and this Braisa is talking about the gift of a healthy person, which cannot be retracted, and we are concerned that maybe this document was actually not given, and he instead gifted the property to somebody else, and by returning this earlier dated document now, he is defrauding the true gift recipient. If the one making the gift insists that he truly never gave it to anyone else, we tell him to now write a new document to this beneficiary, and the result will be the same.
  - **Q: R' Zvid** asked, the Braisa also mentions a daitiki, so how can you say it is not discussing the gift of a person who is dying? **A: R' Zvid** therefore said, the Mishna and the Braisa are both discussing the gift a person who is dying. The Mishna is discussing where the gift maker says to return it, and we therefore do (since he can legally retract the gift before his death, we need not be concerned that he is defrauding anybody), and the Braisa is discussing where the son of the gift maker says to return it, and we therefore don't (it is after the gift maker's death and the gift can no longer be retracted, and we must be concerned that there is a true recipient with a later document who will be defrauded).
- A Braisa says, if a person finds a receipt that a wife wrote to her husband for prepayment of her kesubah, if the woman admits to being paid, it should be returned to her husband. If she does not admit to it, it should not be returned to either party.
  - **Q:** Why would we return it to the husband if the wife admits to it? We should be concerned that it was prewritten and not given until a later date, and she then went and sold her kesubah between the written date and the giving of the document (so that she actually had no right to collect the kesubah, because she sold that right to someone else), and the husband will then go and refuse to pay the buyer of the kesubah if he then divorces his wife, because he will produce the prewritten receipt!? **A: Rava** said, we see from this Braisa a proof to **Shmuel**, who says that even if someone sells an obligation that he has coming to him, he may still be mochel it and cancel it. Therefore, if the wife wanted to free the husband of the payment obligation, she could have just been mochel without having to rely on this receipt. **A2: Abaye** said, without resorting to **Shmuel**, we can say that the reason the Braisa allows for return of the receipt is because the kesubah document is in the possession of the wife.
    - **Rava** said, having the kesubah would not be enough of a proof for us, because we would be concerned that the husband may have written a second kesubah. **Abaye** said, we are not concerned for a second kesubah, and also, the reason we can return the prewritten receipt even if it wasn't given to him until a later date is because a receipt takes effect from the date it was written, not only from the date it was given. **Abaye** follows his own reasoning, as he holds that the signing of the witnesses is koneh the benefits of the document for the recipient.