



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

Bava Metzia Daf Mem Tes

- **R' Kahana** once accepted a down payment for an amount of linen. After doing so, the price of linen went up, and so he wanted to renege on the deal. **Rav** told him, he must deliver the amount of linen that corresponds to the amount of the down payment, but he can renege on the remaining amount, because that was only verbal, and renegeing on a verbal commitment is not considered to be a lack of trustworthiness.
 - We have learned that **Rav** said, that renegeing on a verbal commitment is not considered to be a lack of trustworthiness, and **R' Yochanan** said that it is.
 - **Q: R' Yose the son of R' Yehuda** says in a Braisa, that when the pasuk says "hin tzedek", which is seemingly not needed after the pasuk says "eifas tzedek", it is teaching that a person's "hein" – i.e. a person's saying "yes" – must be truthful. This seems to say that renegeing on a verbal commitment *is* considered to be a lack of trustworthiness!? **A: Abaye** said, that means that a person must be sincere in his verbal commitments. **Rav** would agree with that, and only says that if the person was sincere, but conditions then changed which made the person want to renege, he may.
 - **Q:** A Braisa quoted earlier says that **R' Shimon** holds that it is not proper to renege on an oral commitment!? **A:** Whether it is allowed or not is actually a machlokes among Tanna'im. A Mishna brings the story of **R' Yochanan ben Masya**, whose son hired workers with the commitment that he would feed them. **R' Yochanan ben Masya** told him, such an open ended commitment may make you chayuv to provide them with a royal banquet! Rather, before they begin working, tell them that you will provide them with bread and beans. Now, he must hold that renegeing on a verbal commitment is not considered to be a lack of trustworthiness, because he instructed his son to do so. Therefore, we can say that although the Braisa seems to hold like **R' Yochanan**, this Mishna and **R' Yochanan ben Masya** hold like **Rav**.
 - This Mishna is no proof. It may be that this case is different, because even the workers did not rely on the son's verbal commitment, because they knew that without his father's consent he had no right to commit to that, and that was why it was allowed to be renegeed on.
 - **Q:** If that is true, why did he instruct him to make sure to renege before they begin working? **A:** Once they begin working they rely on the son's commitment, because they figure that by that time he told his father and his father agreed.
 - **Q:** Did **R' Yochanan** say that renegeing on a verbal commitment is considered to be a lack of trustworthiness? We find that **Rabbah bar bar Chana in the name of R' Yochanan** said that if one verbally committed to give a gift, he may renege on it!? **A: R' Pappa** said, **R' Yochanan** only allows that when he committed to a large gift, which the recipient doesn't take seriously. However, a commitment that would be taken seriously must be kept to. In fact, this must be correct, because we find that **R' Avahu said in the name of R' Yochanan**, if a Yisrael committed to give maaser to a particular Levi, that Levi may separate terumas maaser for it from somewhere else, even before he gets the maaser. Now, if the Yisrael would be allowed to renege, how could the Levi separate terumas maaser for it before he actually gets it? We see that he holds that one may not renege on a smaller gift.

- This is no proof. The case may be where the Levi was koneh the maaser and then gave it back to the Yisrael to watch for him.
 - **Q:** This can't be the case. **R' Yochanan's** ruling continued and said that if the Yisrael then takes the maaser and gives it to another Levi, the Levi can have a complaint against him, but can't actually sue for its return. Now, if the case is where he was already koneh it, why can't the Levi sue for its return!? Rather, it must be that the case is where he was *not* koneh it, and as such serves as a proof that **R' Yochanan** holds that way when it is a small gift. **SHEMAH MINAH.**
- A person gave money to buy sesame seeds. The price of sesame seeds increased and the seller therefore reneged, and said that he doesn't have sesame seeds to sell, and that the buyer should therefore take back his money. The buyer refused to take back his money. The money was then stolen from the seller. **Rava** said, the seller is not even a shomer chinam and need not pay for what was stolen. The **Rabanan** asked **Rava**, but the seller is subject to the curse for renegeing (and when they hear that, maybe they will no longer renege, and the money would actually be theirs)!? **Rava** said, that is true, and the seller could either accept the curse and be patur for the money, or not accept the curse and deliver the sesame seeds.
 - **R' Pappi** said, **Ravina** told me that the seller in this story told him that the story was quite different. What happened was, a person came to him late on Friday and asked if he had sesame seeds to sell, to which he responded that he does not. The person then asked, given that Shabbos was coming, whether he could leave his money to be watched over Shabbos. The "seller" responded that he can place it in his house at his own risk. The money was then stolen over Shabbos. It was to that situation that **Rava** said, he was not even a shomer chinam. In fact, there was absolutely no dialogue regarding possible application of the curse at all.

R' SHIMON OMER KOL SHEHAKESF B'YADO...

- A Braisa says, **R' Shimon** said, the seller can renege only if he is in possession of the produce and the money. However, if the buyer is in possession of the produce, the seller may not renege.
 - **Q:** This seems obvious!? **A: Rava** said, the case is where the seller had rented the attic of the buyer to store his produce. The reason that meshicha must be done is because of the gezeira that the produce may catch fire in the seller's possession and he will not try and protect it. In this case, since it is in the buyer's attic, if a fire were to come the buyer would surely be able to protect it, and therefore payment alone can act as a kinyan.
- A person once paid for wine. Before he took the wine he heard that the government was going to confiscate the wine. He therefore told the seller that he wants his money returned and no longer wants the wine. **R' Chisda** said, the same way a seller can renege if meshicha was not yet done, a buyer may do the same.

MISHNA

- The amount that constitutes ona'ah is 4 silver ma'os out of 24 silver ma'os of a selah – the amount is equal to 1/6 of the purchase price. Up until what amount of time may the deceived party revoke the sale or demand the return of the amount of the ona'ah? Until enough time has passed for him to show his purchase to a merchant or a relative.
 - **R' Tarfon** paskened in Lod that ona'ah is 8 silver ma'os out of 24 silver ma'os – the amount is equal to 1/3 of the purchase price. The merchants in Lod celebrated this ruling. **R' Tarfon** told them, the deceived party may revoke the sale anytime during that entire day (which is longer than the time that the **T"K** gave). They said to **R' Tarfon**, leave us alone in our place, and they instead went back and followed the view of the **Chachomim.**

GEMARA

- **Rav** said, ona'ah applies when the overpayment or underpayment is equal to 1/6 of the true price of the item. **Shmuel** says it also applies when it is equal to 1/6 of the amount paid.

- If something was worth 6 and was sold for 5, or if something was worth 6 and was sold for 7, all would agree that we look at the value of the item purchased and ona'ah would therefore apply. The machlokes is where something worth 5 was sold for 6, or something worth 7 was sold for 6. According to **Shmuel**, this is ona'ah. According to **Rav**, when he sells something worth 5 for 6, it is more than 1/6 of the value and therefore either party may back out of the deal, and when he sold something worth 7 for 6, it is less than 1/6 of the value, and we assume that the deceived party is mochel the amount of the deceit. **Shmuel** would only say that they have a right to back out or that we presume that they are mochel, where the amount of the ona'ah is more than 1/6 of the value and of the purchase price. If it 1/6 of either one, it would be a valid sale and the deceived party could sue for the return of the extra amount.
- **Q:** Our Mishna gave the case of 4 silver ma'os out of 24 silver ma'os. Presumably the case is that he sold something worth 20 for 24 (the overpayment is 1/5 of the value, but 1/6 of the amount paid) and the Mishna considers this as a case of ona'ah (which means that the sale stands but he can demand return of the money). This is like **Shmuel** said!? **A:** The case may be where he sold something worth 24 for 20 (and the underpayment is 1/6 of the value).
 - **Q:** Based on this, the deceived party is the seller. Now, the Mishna goes on to give a time limit for revoking the sale. **R' Nachman** says this time limit only applies to a deceived buyer, but a deceived seller may revoke the deal forever. If so, we see the Mishna is not discussing a deceived seller!? **A:** We can say that the case is where he sold something worth 24 for 28. The buyer was deceived by 4, which is 1/6 of the value of the item.
- **Q:** Our Mishna said, **R' Tarfon** said in Lod that ona'ah is 8 silver ma'os out of 24 silver ma'os – the amount is equal to 1/3 of the purchase price. Presumably, the case is that he sold something worth 16 for 24. We see that his ona'ah is applied to the amount paid, not the value, which supports **Shmuel** (although he says it regarding the amount of 1/6)!? **A:** The case is that he sold something worth 24 for 16, in which case the underpayment is equal to 1/3 of the item's value.
 - **Q:** Based on this, the deceived party is the seller. Now, **R' Tarfon** goes on to give a time limit for revoking the sale. **R' Nachman** says this time limit only applies to a deceived buyer, but a deceived seller may revoke the deal forever. If so, we see the Mishna is not discussing a deceived seller!? **A:** We can say that the case is where he sold something worth 24 for 32. The buyer was deceived by 8, which is 1/3 of the value of the item.
- A Braisa supports **Shmuel**. The Braisa says, the one who was deceived, he has the upper hand. How so? If the seller sold something worth 5 for 6, the buyer was deceived and he therefore has the upper hand – he can say he wants his money back or he can say that he wants the sale to stand and just wants the overpayment returned. If the seller sold something worth 6 for 5, the seller was deceived and therefore has the upper hand – he can say he wants the item returned, or he can say that he wants the sale to stand and just wants to be paid the amount of the underpayment. Now, this Braisa says the same halacha applies when the payment is 1/6 of the value or 1/6 of the purchase price. Therefore, the Braisa supports **Shmuel**.