



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

Bava Metzia Daf Nun

- **Q:** According to the **Rabanan**, who hold that the amount of ona'ah is 1/6, if the amount of the overcharge was less than 1/6 (in which case it is deemed that the deceived party is mochel), is the mechila deemed to happen immediately, or only after enough time passed for the person to show his purchase to a merchant or relative? If you say that enough time has to pass for him to show the purchase, then what is the difference between when the overcharge was for less than 1/6 and where the overcharge was for 1/6? The difference would be that if it is equal to 1/6 the person has the choice to revoke the sale or to keep the sale and take back the amount of the overcharge, whereas if the amount was for less than 1/6, the deal stands and he can just take back the amount of the overcharge. What is the halacha (does the mechila happen immediately or not)? **A:** Our Mishna says that the people of Lod went and reverted to the view of the **Rabanan**. The understanding was that a situation of an overcharge less than 1/6 according to the **Rabanan** would be handled in the same way when it was less than 1/3 according to **R' Tarfon**. Now, if we say that in this case the **Rabanan** say the mechila first happens after he had time to go show his purchase, whereas **R' Tarfon** said the mechila doesn't happen until the day is over, that would make sense why the people of Lod would rather follow the view of the **Rabanan** (although the ona'ah threshold is lower, the time restriction is also lower, and they preferred that). However, if we say that the **Rabanan** said that the mechila happens immediately, and according to **R' Tarfon** it happens immediately as well, why would they choose to follow the **Rabanan** if they have a lower threshold for ona'ah!? Therefore, it must be that they hold that the mechila happens after some time has passed.
 - It may be that less than 1/3 according to **R' Tarfon** is not the same as less than 1/6 according to the **Rabanan**. Rather, for an overcharge between 1/6 and 1/3 according to **R' Tarfon** he would give it the status of an overcharge of exactly 1/6 according to the **Rabanan** (the buyer can choose to get back the amount of the overcharge or to cancel the deal). If so, there is no proof to answer the question.
 - **Q:** If this is so, why were the people of Lod initially excited by the view of **R' Tarfon**? It must be that we need to say that when the **Rabanan** allow the sale to be voided, it can be done forever. Therefore, when **R' Tarfon** said that for an overcharge between 1/6 and 1/3, they assumed that this meant that there is a short time window for the buyer to demand a refund of the overcharge, and that is why they were so happy with his psak. However, when he then said that the buyer can make his demand all day long, they said they rather follow the **Rabanan**. Because, if you say that the **Rabanan** only allow the sale to be voided for the time it takes to show the purchase to a merchant or a relative, then why were they so happy with the psak of **R' Tarfon**? **A:** They initially were happy for the case of when the overcharge was exactly 1/6. In that case, according to **R' Tarfon** we assume that the buyer is mochel, whereas according to the **Rabanan** it is considered to be ona'ah, and the buyer can revoke the deal or demand return of the overcharge.
- **Q:** In the case of an overcharge of greater than 1/6, according to the **Rabanan**, where either side can revoke the deal, does that right exist forever, or only for as long as it takes to show the purchase to a merchant or a relative? If you say that it is limited to that time, you can ask, what would the difference be between an overcharge of 1/6 and an overcharge of more than 1/6, but we can say that when it is exactly 1/6 only the deceived party can revoke, whereas when it is more than 1/6 either party can revoke. So, is there a time limit or not? **A:** Our Mishna says that the people of Lod went and reverted to the view of the **Rabanan**. Now, if we say that according to the **Rabanan** the right to revoke is limited to as long as it takes to show the purchase, and **R'**

Tarfon said that right is for the entire day, we can understand why they reverted to the view of the **Rabanan** (so as to limit the time exposure). However, if the **Rabanan** give the right to revoke forever, they should have wanted to stay with the view of **R' Tarfon**, because that is limited to one day! It must be that the **Rabanan** limited the right to the time it takes to show the purchase.

- This is no proof. The most common case of overcharge is when it is $1/6$. Therefore, the fact that **R' Tarfon's** view is more advantageous when the overcharge is between $1/6$ and $1/3$ is not considered to be very beneficial, because that is an uncommon case.
- **Rava** paskens, when the overcharge is less than $1/6$, the sale is valid and no refund is gotten. When the overcharge is for more than $1/6$, either party can demand that the sale be voided. When the overcharge is exactly $1/6$, the sale is valid, but the amount of the overcharge must be returned. In both of these last two cases, the claim must be submitted within the time that it takes for him to show the purchase to a merchant or a relative.
 - There is Braisa in which **R' Nossan** says just as **Rava** paskens.