



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

### Bava Metzia Daf Nun Aleph

AHD MASAI MUTAR L'HACHZIR...

- **R' Nachman** said, this time limit only applies to a buyer who was overcharged. However, when a seller is undercharged, the seller can always revoke the sale, which is why the people of Lod reverted back to the view of the **Rabanan**. If they held the time limit applied to sellers as well, why were they unhappy with **R' Tarfon's** view? It must be that the **Rabanan** did not apply a time limit to a seller.
  - The Gemara says, this is no proof, because it may just be that it was very uncommon for the sellers of Lod to be mistaken and to be undercharged. That may be why they were not concerned with that situation.
  - **Rami bar Chama's** host sold wine and undercharged for the wine. When **Rami bar Chama** heard what happened, he told his host to go and revoke the deal. The host said, "more time has already passed than needed to show the purchase to a merchant or relative". He sent him to **R' Nachman**, who told him that only a deceived buyer is subject to that time limit, but a deceived seller can always revoke the sale.
  - The reason why the parties are treated differently is that a buyer has the item with him and can therefore easily show it to someone and get a reaction. A seller no longer has the item with him. In order for him to get an opinion as to the fairness of the deal, he needs to encounter an item just like the one he sold, and be able to show that to someone.
  - There was a person who was selling silk ribbons, asking for a price of 6 even though they were only worth 5. If he would have been offered 5.5, he would have accepted the offer. A potential buyer thought to himself, if I offer him 5.5, the overcharge will be considered as if I were mochel, therefore I will pay 6 so that I can then take him to Beis Din and get back the overcharge. When this was brought to **Rava**, he said that one may sue for the overcharge only when he buys from a merchant. However, when one buys from a regular person, there is no claim for ona'ah.
  - There was a person who was selling earrings, asking for a price of 60 even though they were only worth 50. A potential buyer came along with the same thought process as the previous story. In this case, it was brought to **R' Chisda**, who said exactly as **Rava** said. **R' Dimi** said that **R' Chisda** paskened correctly, and **R' Elazar** said so as well.
    - **Q:** A Mishna says (the following Mishna), just as there is ona'ah for a regular person, so too is there is ona'ah for a merchant. Presumably a "regular person" is used in the sense as in the story, meaning someone who is not a merchant, and this Mishna refutes all the above views!? **A:** **R' Chisda** said, the Mishna is referring to an item to which a regular person has attached no sentimental value. However, any other item sold by a regular person can be presumed to be sold at more than its true worth (and the buyer is deemed to be aware of the overcharge), because of the sentimental value attached to it.

MISHNA

- The buyer and the seller are both subject to ona'ah.
- Just as ona'ah applies for a regular person, it also applies for a merchant. **R' Yehuda** says there is no ona'ah for a merchant.
- When the amount of ona'ah was exactly 1/6, the deceived party has the upper hand – if he wants he can demand the return of all his money, or he can just demand the return of the overcharge.

## GEMARA

- **Q:** How do we know that ona'ah applies to a buyer and a seller? **A:** A Braisa says, the pasuk says "V'chi simkiru mimkar la'amisecha...ahl tonu". This teaches the issur when the buyer is deceived. The words "oy kano...ahl tonu" teach that it applies when the seller is deceived as well.
  - The Torah needed to teach that both are subject to the issur. If it only taught that it applies to a seller, we would think that a seller knows his item and its true value, but a buyer, who is not familiar with the product or its value, if he underpays maybe he would not be subject to the issur. If we would only be taught that the issur applies to the buyer, we would say it applies to him, because buying an item is always considered to be a good thing, but for a seller, who just sold an item, and selling is always considered to be a bad thing, maybe the issur doesn't apply if he overcharges. That is why the pasuk had to teach regarding both of them.

## R' YEHUDA OMER EIN ONA'AH LATAGAR

- **Q:** Just because he is a merchant he is not subject to ona'ah? **A: R' Nachman in the name of Rav** said, **R' Yehuda** is referring to a merchant who buys and immediately sells. If he was underpaid he can't claim ona'ah, because having just bought it, he knows its true value, and if he sold it for less it surely means that he was mochel. We assume that the reason he sold it for less than its value is because he found another opportunity that he needed the cash for. **A2: R' Ashi** said, **R' Yehuda** means that a merchant is not subject to the regular laws of ona'ah, rather if he was underpaid he may revoke the sale even if the underpayment was less than the amount of ona'ah.
  - A Braisa says like **R' Nachman**. The Braisa says, **R' Yehuda** says, there is no ona'ah for a merchant, because he is an expert.

## MI SHEHUTAL ALAV YADO AHL HA'ELYONA...

- **Q:** The Mishna seems not to follow **R' Nosson**, because according to him when the overcharge is for exactly 1/6 the buyer cannot revoke the sale, but gets the overcharge returned to him, whereas our Mishna says that he has a choice to revoke the sale, and seems not to follow **R' Yehuda Hanasi**, because he said that that when the deceived party is the seller the deceived party has the upper hand, but the Mishna suggests that it would only be true when the deceived party is the buyer!? **A: R' Elazar** said, we don't know who the Tanna of our Mishna is (as it clearly cannot be **R' Nosson** or **R' Yehuda Hanasi**). **Rabbah** said the Mishna follows **R' Nosson**, and the Braisa should be changed to include that he can revoke on the deal if he wants. **Rava** said the Mishna follows **R' Yehuda Hanasi**, and what he didn't mention in the Mishna he later said in the Braisa. **R' Ashi** said, the Mishna suggests as **Rava** said, because the Mishna says that a buyer and seller are both subject to ona'ah, but then goes on to only discuss the buyer. Clearly it means for it to apply to a seller as well. **SHEMAH MINAH**.
- If a sale is made on condition that the laws of ona'ah don't apply, **Rav** says the laws of ona'ah still apply and **Shmuel** says they do not apply.
  - **Q:** Maybe we should say that **Rav** holds like **R' Meir** who says in a Braisa that if kiddushin is given on condition that the husband's marital obligation don't apply, it is a valid kiddushin and the condition has no effect, and that **Shmuel** holds like **R' Yehuda**, who says that the conditions regarding monetary obligations take effect, and the conditions regarding non-monetary obligations do not? **A: Rav** can say that he can even follow **R' Yehuda**. That case is different, because the woman knows of the obligations and is mochel, whereas in this case the buyer doesn't know that he is being deceived and therefore can't be mochel. **Shmuel** could say that he can even follow **R' Meir**. That case is different, because he is for sure going to uproot an obligation that he has. In this case, it is not known if he will even transgress any issur.
  - **R' Anan** said, **Shmuel** explained to me that if the condition was said as "on the condition that you have no claim of ona'ah on me", there can be no claim for ona'ah. If the condition was that "there is no ona'ah in this transaction", and it turns out that there was ona'ah, the sale will be invalid (based on his saying that the sale should only be valid if there is no ona'ah).
  - **Q:** A Braisa says that a condition of sale that says "on the condition that you have no claim of ona'ah against me" is an effective condition. Now, according to **Rav** who said that even **R' Yehuda** would agree with him, who will this Braisa follow? **A: Abaye** said, we must revert back to saying that **Rav** follows **R' Meir** and **Shmuel** follows **R' Yehuda**.

**Rava** said, **Rav's** ruling was where there was no specific statement that an overcharge was taking place. Therefore the condition has no effect. The Braisa is talking about a case where he specifically told him that he is overcharging him and then makes a condition that the laws of ona'ah should not apply. In that case the condition does have effect. In fact, a Braisa makes this exact difference.

- A Braisa says, if someone trades on trust (he hires someone to sell merchandise for him, and leaves all pricing decisions to this hired person, and then pays him for his efforts) he should not arrange that he sell the inferior merchandise and get paid for his efforts, and for the superior merchandise he will get paid by selling the merchandise to the hired person at market and allow him to keep any upcharge that he can sell for. The problem is that this second form of compensation will come quicker, and by not requiring him to pay for the merchandise he sold until even the inferior stuff is sold, that holding onto the money (with permission to use it) is deemed part of his compensation, and that resembles ribis.