



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

### Bava Metzia Daf Samach Vuv

- There was a person on his deathbed who wrote a get for his wife. As he gave it he sighed, realizing that he was getting rid of his wife even if he ultimately lived. His wife said to him, "there is no need to sigh, because if you live I will remain your wife". **R' Zvid** said her words are words of appeasement that have no effect.
  - **Q: R' Acha MiDifti** asked **Ravina**, if her words weren't considered "words of appeasement" her condition would have an effect? She can't make a condition in a get, only he can!? **A:** We would think that when he gave the get after her statement he meant to give it on the condition that she said. **R' Zvid** therefore taught that her words have no effect, and there is no condition whatsoever.

#### HILVAHU AHL SADEIHU

- **R' Huna** said, if this agreement (that the lender keeps the field if he isn't paid back within 3 years) was made at the time he gave the money, then after the 3 years the lender is koneh the entire field. However, if it was made after the money was already given, he is only koneh a piece of the field equal in value to the money that was given. **R' Nachman** said, even if it was made after the giving of the money he is koneh the entire field.
  - **R' Nachman** paskened like his view in an actual case for the Reish Galusa. When the document was presented to **R' Yehuda**, he tore it up (he disagreed with **R' Nachman**). When **R' Nachman** was told about this, he said **R' Yehuda** must have had a reason for doing so. **Others** say that **R' Nachman** felt he was the halachic authority on all monetary matters, and therefore it was torn up without proper reason.
  - **R' Nachman** later said, even if the agreement is made at the time that he gave the money, the lender is not koneh *any part* of the field.
    - **Q: Rava** asked **R' Nachman**, our Mishna says that the agreement does take effect!? **A: R' Nachman** said, "I used to say that an asmachta (something said to convince someone else to act in a certain way) is koneh, but **Manyumei** then convinced me that it is not koneh" (therefore, any question from the Mishna must be answered by him).
    - **Q:** How will **Manyumei** explain the Mishna? **A:** Either we can say that the Mishna follows **R' Yose**, who holds that an asmachta is koneh, or we can say that the case is where the borrower told the lender to be koneh the field from now if he doesn't end up paying. This would not be an asmachta and would therefore take effect.
  - **Mar Yenuka and Mar Keshisha, the sons of R' Chisda**, said to **R' Ashi**, in Neharda'ah they said in the name of **R' Nachman**, an asmachta is koneh in its time, but not when it is not its time (this seems to say that the lender is only koneh when he is not paid and the time arrives). **R' Ashi** asked them, every contract is only koneh when its time comes!? **R' Ashi** said, maybe what **R' Nachman** meant is that if the borrower meets the lender within the timeframe (before the due date) and tells him "you can be koneh the field", the lender can be koneh the field (it shows it was not an asmachta). However, if he met him after the due date of the loan and told him that, the lender is not koneh the field, because we assume that he tells him that only because he is embarrassed that he has not yet paid.
    - The Gemara says, in truth, even if he met him before the due date and told him to be koneh the field he would not be koneh. The only reason he tells him that is because he figures that it will prevent the lender from chasing him for payment when the due date does arrive.

- **R' Pappa** said, with regard to an asmachta, sometimes it is koneh and sometimes it is not. If, on the due date, the lender sees the borrower in a bar drinking beer, rather than trying to pull together money to pay off the loan, the lender is koneh the field (his attitude shows that he is willingly defaulting and giving over the field). However, if he finds him looking to put together money to pay, the lender is not koneh.
  - **Q: R' Acha MiDifti** said to **Ravina**, maybe we should say that he was drinking to get out of his depression from not being able to pay? Or, maybe it is because someone promised to give him the money that he needed and therefore had no concern? **A: Ravina** said, we can say that if, on the due date, the borrower is particular about the prices of the items that he can sell to raise money, it shows that he is not intent on raising the money and is ready to lose his field, and the lender would therefore be koneh.
    - **Q: R' Acha MiDifti** asked **Ravina**, maybe he is staying stubborn on his pricing so that people not realize he is desperate and take advantage of his situation? **A:** Rather, **R' Pappa** said, if on the due date the borrower is unwilling to sell any of his assets, this shows that he is ready to lose his field to the lender and the lender is therefore koneh.
- **R' Pappa** said, although the **Rabanan** have said that an asmachta is not koneh, the field will become an "apotiki" – the lender has a lien on that particular property, and if the borrower doesn't pay back the lender can collect the value of his loan from that particular field.
  - **Q: R' Huna the son of R' Nosson** said to **R' Pappa**, the borrower never said that this field should become mortgaged for this loan, so why does that happen?
    - **Q: Mar Zutra the son of R' Mari** said to **Ravina**, and if he did say so it would become mortgaged? It is still only an asmachta, which should not be koneh!?
    - **A:** With regard to **R' Huna's** question the Gemara says, the case of **R' Pappa** is where the borrower specifically said – you should only collect payment from this field.
- There was a person who bought a field with achrayus. The buyer asked the seller, if the field gets taken from me by your creditors, will you pay me back with the best of the best land (idei idiyos)? The seller said, no, but I will pay you back with the best (idiyos). The field was eventually taken from the buyer, but there was a flood that wiped out the idei idiyos of the seller. The seller said, I now want to keep the idiyos and give you inferior land. **R' Pappa** thought to say that the seller promised to give idiyos, and he has idiyos and therefore must pay with that. **R' Acha MiDifti** said to **Ravina**, the seller can say that he only agreed to give idiyos because he then had idei idiyos. Now that the idei idiyos is lost, the idiyos takes its place and he shouldn't have to give it away.
- **R' Kahana** lent money to **Rav bar Shiva**. He told **R' Kahana**, if I don't pay you back by a certain date, you can collect from this wine. The price of wine then went up. **R' Pappa** thought to say that an asmachta is only not koneh by land, because it is not usually sold, but by other items, which are normally sold and are therefore like money, it does, and therefore **R' Kahana** was koneh all the wine, even though it was then worth more than the loan. **R' Huna the son of R' Yehoshua** said to **R' Pappa**, it was said in the name of **Rabbah**, that any agreement that begins with "if" is not an effective agreement.
- **R' Nachman** said, now that the **Rabanan** said that an asmachta is not koneh, if a lender took the field based on an asmachta agreement, he must return the field and all the produce that he had taken from the field, to the borrower.
  - **Q:** Are we to say that **R' Nachman** holds that if one is mistakenly mochel it is not an effective mechila? We find that in a case of a sale that the seller thinks is effective and turns out to be ineffective, **R' Nachman** said, if the seller allowed the buyer to eat the produce, he may not ask for it back, because he was mochel. This is so even though the mechila was done by mistake!? **A:** That is in a case of a sale. The case of the asmachta was a case of a loan. That is the difference.
  - **Rava** said, I was by **R' Nachman** when he said that a mistaken mechilah is a valid mechilah. I wanted to ask him from the case of ona'ah (where the person is

mistakenly mochel and yet the seller must return the amount of the overcharge to him, which means the mechilah is not effective), but he stopped me, by citing the case of an aylunis (the marriage to such a woman is considered to be mistake and the marriage is batul, but she is not entitled to get paid back for the produce that her husband may have eaten from her field during the marriage, which shows that a mistaken mechilah is effective).

- The Gemara says, the case of ona'ah is actually not even a good question, and the case of aylunis is not a good proof. The case of ona'ah is not a question, because in that case the buyer doesn't know that there is ona'ah and that he should even be mochel. The case of aylunis is not a proof, because a woman would still be mochel even if she would know that the marriage was to become batel, because she wants to be known as a woman who was married (rather than one who is still single).