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

Bava Basra Daf Mem Daled

- The Gemara continues discussing **R' Sheishes's** explanation of the Braisa.
    - **Q:** Why does the Braisa have to be discussing where the gazlan sold the field to someone else? Why can't the case be that Yehuda is seeking to get the land directly from Reuvein, and Shimon is passul to testify to keep Yehuda from getting the field, because he also has a claim to take the field from Reuvein? **A:** The second case of the Braisa must be talking about a case where Reuvein (the gazlan) stole the cow or talis and then sold it to Levi, because it is only then that there would be a case of yi'ush and change of possession, in which case Shimon can no longer make a claim, which is why he is impartial and may testify for Levi. Since the second case is talking about where the gazlan sold the stolen item, the first case discussed this case as well.
        - **Q:** In the second case, even if you say that he was meya'eish from getting the item back, he was not meya'eish from getting money for the item, and therefore, Shimon should still be considered partial and should not be allowed to testify!? **A:** The case is that Reuvein has died, and Shimon therefore is even meya'eish from the return of the money. As a Mishna says, if someone stole and gave the items to his children to eat, and he then died, the children are patur from paying for the stolen items.
        - **Q:** If the case is where the gazlan died, why didn't the Braisa just give the case of the gazlan's heirs, instead of the gazlan's buyer? Now, according to the view that change of possession to an heir is not considered to be a full change in possession, it would make sense why the case would have to involve a buyer. However, according to the view that change of possession to an heir is the same as change of possession in a sale transaction, why does the Braisa give the case of a buyer instead of an heir? **Q2: Abaye** asked further, if the explanation of **R' Sheishes** is correct, the Braisa should not have given the reason as being "because there is achrayus on him" or "because there is no achrayus on him", but rather should have been as whether the land can be returned to him or not!?
    - Based on these questions, we must say that the Braisa can be explained according to **Ravin bar Shmuel**, who said in the name of **Shmuel** that if a seller sells a field without achrayus, he may not testify regarding that field, because as long as his buyer is in possession of the field, the seller's creditor can collect from that field to satisfy a loan. This is the case that the Braisa was talking about.
        - This is only regarding a house or field. However, if the item sold is a cow or talis, these items would not be subject to collection by the seller's creditor, and therefore the seller would be allowed to testify about these items on behalf of the buyer. Moreover, even if these items were singled out by the seller to the creditor, as being an "apotiki" for collection, he would still be able to testify about them, because **Rava** has taught that items like animals and the like cannot become an apotiki, because their sale does not become public knowledge.
            - **Q:** We should be concerned that the seller made these items a lien for his creditor along with land, and **Rabbah** has said, that in that case the moveable items would be subject to the creditor's lien! **A:** The case is where the seller bought the cow or talis, and immediately sold it, in which case we do not need to be concerned that he loaned money in between, making these items as a lien to the loan.

- **Q:** We should be concerned that he borrowed money before he purchased the item, and agreed to a lien even on items that he will buy in the future? Maybe we should learn from here that if someone gives a lien on future purchases, and he then buys something and sells it, they do not become subject to the lien? **A:** The Braisa is talking about a case where witnesses testify that the seller never owned any land (and therefore could never have created a lien).

- **Q:** We stated earlier, that if the seller explicitly doesn't give achrayus when he sold the moveable items, and the items are subsequently taken away from the buyer, the seller would not have to reimburse the buyer. However, **R' Pappa** has said that that is true only when it is taken away by a creditor of the seller. However, if it is taken away from the buyer because it never belonged to the seller to begin with, he would have to reimburse the buyer. If so, the seller in the Braisa should not be able to testify for the buyer, because if it is taken from him he will have to reimburse the buyer!? **A:** The Braisa is discussing a case where the buyer says that he recognizes the animal he bought as being the offspring of the seller's animal or that the talis belonged to the seller. In that case, the buyer could not then seek reimbursement, because he admits that the one who took it from him took it illegally.
    - **R' Zvid** said**,** if something is sold without achrayus, even if it is taken away based on the fact that it never belonged to the seller, the buyer could still not seek reimbursement. This is because the seller says, "this is exactly why I sold this to you without a guarantee!"