



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

### Bava Basra Daf Kuf Samach Ches

V'HABAAL NOSEIN SACHAR...

- The husband must pay for the get based on the pasuk of "v'kasav...v'nassan", which teaches that the one who gives the get is the one who must write it (or pay for its writing).
  - Today, the reason why the husband does not pay for the get is that the **Rabanan** put the financial obligation on the woman so that it not cause the man to delay giving the get.

KOSVIN SHTAR L'LOVEH AHF AHL PI SHE'EIN MALVEH IMO...

- **Q:** It seems obvious that the borrower must pay, since he is the one benefitting from this transaction!? **A:** The Mishna is referring to an "iska" deal, where the lender benefits as well, and teaches that even there the borrower must pay for the document.

KOSVIN SHTAR L'MOCHEIR AHF AHL PI SHE'EIN LOKEI'ACH...

- **Q:** This seems obvious, because it is always the buyer who benefits from a transaction!? **A:** The Mishna is teaching that even if the item sold is of very poor quality, in which case we may think that the seller is benefiting by getting rid of it, it is still the buyer who is benefiting more, and it is therefore he who must pay.

EIN KOSVIN SHTAREI EIRUSIN...

- **Q:** This seems obvious that the chosson pays!? **A:** The Mishna is teaching that even if the chosson is one of the Rabanan, in which case the father in law very much wants to become related to him, it is still the chosson who must pay.

EIN KOSVIN SHTAR ARISUS V'KABLANUS...

- **Q:** This seems obvious, because it is the tenant who benefits!? **A:** The Mishna is teaching that even if the land must remain uncultivated for the beginning of the arrangement, it is still the tenant who must pay.

EIN KOSVIN SHTAREI BEIRURIN ELAH MIDAAS SHNEYHEM...

- **Q:** What are documents of "beirurin"? **A:** In Bavel they said it is documentation detailing the claims and defenses of the parties. **R' Yirmiya bar Abba** said it is a document telling which judge each party chose.

R' SHIMON BEN GAMLIEL OMER LISHNEYHEM KOSVIN SHNAYIM...

- **Q:** Maybe we can say that the machlokes is whether we force people to allow benefit for others when it involves no loss on their part? The **T"K** holds that we do force people, and therefore we make them share the document, and **R' Shimon** says that we do not force them, and that is why they each receive their own document? **A:** It may be that all agree that we would force people to act like that, and the reason **R' Shimon** says they each get their own document is because the litigants can say that having their claims in the same document exposes them to further argument with the other litigant.

MISHNA

- If someone partially pays off his loan and had the loan document then deposited with a third party and instructed him that if he does not bring the remaining money by a certain date, the document should be returned to the lender, and he in fact does not pay by that certain date, **R' Yose** says the document should be given to the lender, and **R' Yehuda** says it should not.

GEMARA

- The machlokes is that **R' Yose** holds that an "asmachta" is koneh and **R' Yehuda** holds that it is not.
  - **R' Nachman in the name of Rabbah bar Avuha in the name of Rav** said the halacha follows **R' Yose**.

- When a case involving an asmachta was brought to **R' Ami** he said, "since **R' Yochanan** has said a number of times that the halacha follows **R' Yose**, there is nothing I can do to pasken differently".
- The Gemara paskens that the halacha does *not* follow **R' Yose**.

#### MISHNA

- If a loan document became erased, the lender should bring witnesses who can testify about this document to court, and they should write a document of certification that says, "the shtar of Ploni the son of Ploni has become erased, it was written on \_\_\_\_ date, and Ploni and Ploni were the witnesses signed on the document".

#### GEMARA

- A Braisa says, what is the text to be used for a document of certification? It should say, "We, Ploni and Ploni and Ploni, were sitting as a Beis Din of 3, and Ploni ben Ploni presented us with an erased shtar which had been written on \_\_\_\_\_ date, and Ploni and Ploni were the witnesses signed on the document".
  - If they write into the certification, "we looked into the testimony of the signed witnesses and found it to be true and accurate", then it may be used to collect the debt without any other form of proof. If not, the lender would have to prove that the underlying claim was true (e.g. certify the signatures on the original document, etc.).

The Braisa continues, if a document was intentionally torn, it is passul. If it was accidentally torn, it is valid. If it was erased or stained, then if the letters are still legible, it is valid.

  - **Q:** How do we know if a shtar was torn deliberately or accidentally? **A: R' Yehuda** said, a shtar torn deliberately has a tear like the type made in Beis Din. When it is done accidentally, it does not have that type of tear.
    - **Q:** What is the type of tear made in Beis Din? **A: R' Yehuda** said, it is a tear that tears through the signatures of the witnesses, the place of the date, or the place of the toref (the important part of the shtar). **Abaye** said it is when the shtar is torn lengthwise and widthwise.
- There were Arabs who came to Pumbedisa and would take people's land from them by force, and also forcibly take their deeds, thus leaving no possible way for the true owners to recover the land from them. The owners of lands that were at risk went to **Abaye** and asked him to draft a second deed based on their first one, so that when the deed is taken from them they have a backup to use in a court when they are able to get their land back. **Abaye** told them that this cannot be done, because **R' Safra** has said that we may not write multiple deeds for one piece of land out of the concern that the deed holder will use the deed to collect the value of the land if it is taken from him by creditors of his seller, and will then use the second deed to collect a second time. The people pressured **Abaye** to write it, so he told his sofer to write a deed with the text on erased parchment and have the witnesses sign on new parchment, which would make it a passul document. **R' Acha bar Menyumei** said to **Abaye**, maybe the first time they write the text (which they will then erase) will leave a legible mark, and the Braisa earlier said that such an erasing remains valid!? **Abaye** said, I did not tell the sofer to write an actual text of a deed and erase it, rather I told him to write some letters of the aleph beis and erase that.