

14 Tishrei 5776
Oct. 16, 2016



Bava Metzia Daf 20

Produced by Rabbi Avrohom Adler, Kollel Boker Beachwood

Daf Notes is currently being dedicated to the neshamot of

Moshe Raphael ben Yehoshua (Morris Stadtmauer) o”h

Tzvi Gershon ben Yoel (Harvey Felsen) o”h

May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Returning a Receipt

The *Gemora* cites a *braisa*: If one finds a receipt (*in which a wife writes that she received the payment of her kesuvah while she was still married to her husband*). The *halachah* is as follows: If the wife admits that he did in fact pay, it is returned to the husband, but if the wife does not admit, it shall not be returned to either of them.

The *braisa* has taught us that when the wife admits, the document shall be returned to the husband.

The *Gemora* asks: Should we not be concerned that she may have written it with the intention of giving it to him in Nissan, and that in reality she did not (*collect the kesuvah and*) give the receipt until Tishrei. And perhaps in the interval between Nissan and Tishrei she went and sold the *kesuvah* for a small amount (*which gives the right to the buyer to collect the kesuvah; it emerges that she illegally collected the kesuvah in Tishrei, and the receipt is a meaningless one*). Let us be concerned that the husband may produce the receipt, showing that it was written in Nissan, and he will illegally seize the possessions of the purchasers?

Rava answered: This would prove that Shmuel’s viewpoint is correct, for Shmuel said: If a man sold a loan document to another person and then he (*the seller*) released the debtor, the latter is legally released (*and the buyer cannot collect the debt*); and, moreover, even the creditor’s heir may release the debtor. [*Therefore in our case, she would be believed that her husband lost the*

receipt, for if she would have wanted to release her husband from his kesuvah obligation, she can legally forgive him!]

Abaye said: You may even say that Shmuel’s *halachah* is not correct, for here we are dealing with a case where the *kesuvah* document is still in her hands (*and she obviously did not sell it*).

Rava, however, says that the production of the *kesuvah* document makes no difference, for we are concerned that she may have had two copies of the *kesuvah*.

Abaye responded: Firstly, we are not concerned that she may have had two copies of the *kesuvah*. Additionally (*we would return the receipt to her husband even if she did sell the kesuvah*), a receipt has validity from its date (*even if it is not given until later; anyone’s purchase of the kesuvah afterwards would be void*). This is consistent with Abaye’s view, for he says: The witnesses acquire the benefit (*which is written in the document*) for him by their signatures. (19b – 20a)

Mishna

If one found letters of assessment (*a document which the court writes to the creditor, in which it is written that the assets of the borrower have been assessed at a certain value, and that they have been given to the lender for payment*) or letters of maintenance (*the court writes to the wife that her husband has accepted to support her daughter from her first husband*), documents of *chalitzah*



(which the court writes for a *yevamah* - a childless widower when the *yavam* refuses to marry her) of refusal *mi'un* - (A girl whose father had died could be given in marriage while still a minor (under the age of twelve) by her mother or older brother. This marriage is only valid Rabbinically. As long as she has not attained the age of twelve, she may nullify the marriage by refusing to live with her husband. This act of refusal, referred to as *mi'un* nullifies the marriage retroactively.), or documents of clarification, or any act of the court, he should return them.

If he found documents in a *chafisah* or in a *deluskema* (types of containers), or a roll of documents or a bundle of documents, he should return them. Three documents, fastened together constitute a bundle of documents.

Rabban Shimon ben Gamliel says: If the three documents found refer to one person who borrowed from three people, he should return them to the borrower, but if they refer to three people who borrowed from one, he should return them to the lender.

If he found a document (stating that one person owes another) among his own, and does not know its nature (if perhaps it was deposited by him), it shall be left until the arrival of Eliyahu. If there are receipts (which were not issued) among them, he must abide by the contents of the receipts (and the debts should be considered as paid, even though he still has them). (20a)

Documents of Clarification

The *Gemora* asks: What is a document of clarification?

The *Gemora* answers: Here, in Babylonia, it has been interpreted to mean documents containing records of the claims of the litigants.

Rabbi Yirmiyah said: It is a documents stating that this party chose this judge and that party chose this judge. (20a)

Prohibition and Monetary Law

A *get* was once found in the *Beis Din* of Rav Huna in which it was written the following: In Shviri, a place by the Rachis River. And Rav Huna said: The concern that there may be two Shviris is to be taken into account (and we cannot return the *get* to the agent who claimed that he lost it). Rav Chisda said to Rabbah: Go and look this matter up carefully, because tonight Rav Huna will ask you about it. He went out, searched and found that we had learned in the following *Mishna*: Any document which has passed through a *Beis Din* is to be returned.

Rav Amram asked Rabbah: How can you resolve a law dealing with a prohibition from a monetary law?

He replied: Lunatic! The *Mishna* taught this law also in regard to documents of *chalitzah* and refusal (which are laws dealing with prohibitions)!

At that time, the cedar column of the *Beis Medrash* split in two. Rav Amram said: It split because of my lot (for Rabbah insulted him), and the other said: It split because of my lot (for Rav Amram challenged me publicly). (20a – 20b)

Explaining the Mishna

The *Mishna* had stated: If he found documents in a *chafisah* or in a *deluskema* (types of containers), he should return them.

Rabbah bar bar Chanah explained *chafisah* to mean a small skin bottle, and a *deluskema* is a box used by old people.



The *Mishna* had stated: If he found a roll of documents or a bundle of documents, he should return them.

The *Gemora* cites a *braisa*: How many documents constitute a roll? Three, rolled together. And how many constitute a bundle? Three, fastened together.

The *Gemora* notes: Will you deduce from here that a knot is a distinguishing mark?

The *Gemora* disagrees: No, for Rabbi Chiya taught: Three, rolled together.

The *Gemora* asks: But if so, this is the same as a roll?

The *Gemora* answers: A roll is made up of documents that are each rolled on the top of the other. A bundle is made up of documents placed on the top of each other and then rolled together.

The *Gemora* asks: What does the finder announce?

The *Gemora* answers: He announces the number of documents found.

The *Gemora* asks: Then why does the *Mishna* mention three? Would the same *halachah* not apply by two?

Rather, it is as Ravina says: He announces that he found coins. Here also, he announces that he found documents (*and the owner states how many there were; since the finder must say that he found documents – in the plural form, two documents would not be a siman*). (20b)

Receipts

The *Mishna* had stated: If there are receipts (*which were not issued*) among them, he must abide by the contents of the receipts (*and the debts should be considered as paid, even though he still has them*).

Rabbi Yirmiyah ben Abba said in the name of Rav: A receipt that is produced by the lender even if it is written in his own hand, is to be regarded as if he is mocking the borrower, and is invalid.

This is so not only when it is written by a scribe, in which case it may be said that the lender happened to meet the scribe and he wrote the receipt, but even if it is in his own handwriting, it is invalid, for we assume that he wrote it before it was paid for the following reason: He was thinking, “The borrower may come near sunset on a Friday and pay me, and if I do not give him a receipt, he will not give me the money. I shall write the receipt now, so that when he brings me the money, I shall give it to him.”

The *Gemora* asks: But did we not learn in our *Mishna*: If there are receipts (*which were not issued*) among them, he must abide by the contents of the receipts (*and the debts should be considered as paid, even though he still has them*).

The *Gemora* answers: It is as Rav Safra said: It was found among ripped documents, so here also, it was found among ripped documents (*and that is why we assume that it has been paid*).

The *Gemora* asks from the following *Mishna*: If one found a receipt among his documents stating that the loan document of Yosef ben Shimon was paid (*and there were two debtors in that city bearing that same name*), the notes of both debtors are deemed to have been paid!?

The *Gemora* answers: It is as Rav Safra said: It was found among ripped documents, so here also, it was found among ripped documents (*and that is why we assume that it has been paid*).



The *Gemora* asks from the following *Mishna*: [*The Mishna is dealing with a case where orphans are collecting their father's debt from other orphans.*] We make them swear the following: "Our father has not instructed us or said anything to us (*that he was paid*), and that we have not found any receipt among his documents indicating that the debt has been paid."?

Rav Safra answered: If it is found among his ripped documents.

The *Gemora* asks from a *braisa*: A receipt which bears the signatures of witnesses must be corroborated by the signatories!?

The *Gemora* answers: It must be corroborated through the testimony of the signatories (*not by the receipt itself*): we ask them if the debt has been paid or not.

The *Gemora* asks from a *braisa*: A receipt which bears the signatures of witnesses is valid!?

The *Gemora* answers: The witnesses referred to are the judges (*who rule that the witnesses' signatures are authentic*). The *Gemora* proves that this is the correct interpretation.

It was stated above: A receipt which bears the signatures of witnesses must be corroborated by the signatories. But if it does not bear the signatures of witnesses and it is produced by a third person, or if it is found below the signatures of the loan document, it is valid.

The *Gemora* explains: If it is produced by a third person, it is valid because the lender trusted the third person. If it is found below the signatures of the loan document, it is also valid because if the debt had not been paid, the lender would not have compromised his loan document.
(20b – 21a)

WE SHALL RETURN TO YOU, SHENAYIM OCHAZIM

QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF
to refresh your memory

Q: Can a *get* be returned through recognition?

A: Only if it is a Torah scholar.

Q: How can the gift from a healthy person be effective after his death?

A: If he says, "From today and after my death."