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DAF Notes
Insights into the Daily Daf
Produced by Rabbi Avrohom Adler, Kollel Boker Beachwood

Bava Metzia Daf 104

Daf Notes is currently being dedicated to the neshamot of

Moshe Raphael ben Yehoshua (Morris Stadtmauer) o"h

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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

A Rule for the Mishnahs

Rav Pappa said: These first two *Mishnayos* of this chapter apply in the cases of both a tenant-farmer (*chocheir*) and a sharecropper (*aris*); but in the next two *Mishnayos*, those which apply to a sharecropper do not apply to a tenant-farmer, and those that apply to a tenant-farmer do not apply to a sharecropper. (104a)

Identifying Name or Insistence?

The *Mishna* had stated: If, however, the farmer said, "Lease to me this irrigated field," or he said, "Lease to me this field with a tree," the *halachah* is as follows: If the spring which the field is watered from dries up or the tree was cut down, he can lessen the amount he agreed to supply the landowner (*for he specified that he wanted the stream or the tree*).

The *Gemora* asks: But why is this so? Let the landowner say to him, "I merely defined it for you by name *(as a way of identification; I never meant that it must have a stream or a tree*)." Has it not been taught in the following *braisa*: If one says to his fellow, "I am selling you a *beis kor* of land," even if it contains only a *lesech* (*half of a kor*), the sale is valid, because he sold him only a field by name; providing, however, that it is called a *beis kor*. "I am selling you a vineyard," even if it contains no vines, the sale is valid, because he sold him only a field by name; providing, however, that it is called a vineyard. "I am selling you an orchard," even if it contains no pomegranates, the sale is valid, because he sold him only a field by name; providing, however, that it is called an orchard. We see that he can claim, "I merely identified it by name," so here too, let him claim, "I merely identified it for you by name"!?

Shmuel answers: There is no difficulty. The rule of the *braisa* would apply to a case where the landowner stated this to the tenant-farmer. In our *Mishna*, however, the tenant-farmer spoke to the landowner. If the landowner stated it to the tenant-farmer, it is merely a name; if the tenant-farmer says it to the landowner, he is being particular (*insisting that he wants the stream or the tree*).

Ravina answers: The rule of the *braisa* can apply even if the tenant-farmer stated this to the landowner. Nevertheless, in our case, since he stated "this field," we obviously are dealing with a case where he is standing inside the field; why then would he have to say that it is an irrigated field? He therefore must have meant, "It is an irrigated field with a stream." (104a)

Mishna

If one leases a field from his fellow (*as a sharecropper*) and he let it lie fallow (*so that it does not produce any crops*), we assess it and determine how much it could have produced, and the farmer gives that to the

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landowner. This is because he writes to him in this manner, "If I let it lie fallow and do not work it, I shall pay according to the best." (104a)

Expounding Common Terms

Rabbi Meir used to expound common terms (*of speech or writing, even though it was not authorized by the Rabbis*). For it has been taught in a *braisa*: Rabbi Meir said: "If I let it lie fallow and do not work it, I shall pay according to the best." [*He not only pays for the depreciation of the field; he also must compensate him for the loss of his potential percentage.*]

Rabbi Yehudah used to expound common terms. For it has been taught in a *braisa*: Rabbi Yehudah said: A rich person is obligated to bring a rich person's *korban* for his wife, and likewise, he is obligated to provide her with the animals for any of her *korbanos* that she must bring, for the following is what he wrote for her in the *kesuvah*: My properties are pledged for every claim you may have against me from before up to now.

Hillel the Elder used to expound common terms. For it has been taught in a *braisa*: The men of Alexandria used to betroth their wives (*the first stage of marriage*), and when they were about to enter the *chupah* (*the final stage of marriage*), other men would come and grab them (*and marry them*). Thereupon, the Sages wished to declare their children *mamzeirim* (*product of forbidden relations upon punishment of death or kares; this would apply here, for these women were married to the first group of men*). Hillel the Elder said to them (*these children*): Bring me your mother's *kesuvah*. When they brought them, he found that it was written in them, "When you enter the *chupah*, you shall be my wife." And based on this, they did not declare their children *mamzeirim* (*for the kiddushin (first stage) was dependent on the second stage of chupah; if they didn't enter the chupah, the first stage was retroactively voided*).

Rabbi Yehoshua ben Korchah used to expound common terms. For it has been taught in a *braisa*: Rabbi Yehoshua ben Korchah said: If a man lends to his fellow, he must not seize from him a pledge that is worth more than the debt (*which might lead to his collection of a payment more than the debt*). This is because the borrower writes the following to him (*when the creditor returns the pledge to the debtor for an extended period of time, it is first assessed and this statement is then written*): "The repayment which is due to you from me are equal to the full value of this pledge."

The *Gemora* asks: Now, the reason that he may claim the value of the pledge is only because he wrote that document; but if he had not written it, he would not have acquired that right!? But Rabbi Yochanan said: If the creditor took a pledge from him, and later returned it to him (*if the borrower was poor, and he needed it*), and then the debtor died, the creditor may pull it away from his children (*for a pledge is different than ordinary movable property, and may be collected from the children for a debt of their father*)!?

The *Gemora* answers: The document is written to benefit the creditor in case the pledge depreciates (*and since its value was assessed, he is able to collect what it was worth beforehand*).

Rabbi Yosi used to expound common terms. For it has been taught in a *braisa*: Rabbi Yosi said: Where it is the custom to treat the *kesuvah* (*the dowry written in it*) as

an ordinary debt (*where the husband is obligating himself to return the amount that his wife brings into the marriage if the marriage will end in his death or divorce*), he can collect it (*from her father*) likewise as a debt. [*The husband can demand that amount in the beginning of the marriage*.] Where it is the local custom to double the dowry (*to honor the bride; she only receives half of what is written*), he can collect (*from her father*) only half of what was written.

The Neharbelans used to collect a third (*for evidently, they would write triple the amount in the kesuvah*).

Mereimar used to allow the husband to collect even the additional amount (*written in the kesuvah*).

Ravina asked Mereimar: But did we not learn in a *braisa*: Where it is the local custom to double the dowry, he can collect only half of what was written?

The *Gemora* answers: There is no difficulty: In Mereimar's case, an act of acquisition (*a kinyan*) was formally effected. In the *braisa's* case, it was not.

Ravina was writing an exaggerated amount for the dowry of his daughter. The groom's family said to him, "Let us perform a *kinyan*." He replied, "If you want a *kinyan*, then there will be no doubling; if you want it doubled, there will be no *kinyan*.

A certain man (*in a place where it was the custom to write double the amount in the kesuvah*) once said (*before his death*), "Give my daughter four hundred *zuz* as her *kesuvah*."

Rav Acha, son of Rav Avya, sent the following inquiry to Rav Ashi: Did he mean to give for her four hundred *zuz* as the actual dowry, and therefore, eight hundred should be written, or did he mean that four hundred *zuz* should be recorded, and two hundred *zuz* should be the real dowry?

Rav Ashi replied: We see: If he said, "Give to her," then, four hundred *zuz* should be given to her and eight hundred *zuz* should be recorded; but if he said, "Write for her," then, four hundred *zuz* should be written and he meant to give her only two hundred.

Others state that Rav Ashi replied as follows: We see: If he said, "For her *kesuvah*," then, four hundred *zuz* should be given to her and eight hundred *zuz* should be recorded; but if he said, "In her *kesuvah*," then, four hundred *zuz* should be written and he meant to give her only two hundred.

The *Gemora* concludes, however, that this distinction is incorrect. Whether he said, "For her *kesuvah*," or, "In her *kesuvah*," it means four hundred *zuz* should be written and she should be given only two hundred unless he says, "Give to her," without mentioning the *kesuvah*. (104a - 104b)

A Sharecropper's Deviation

A certain man once leased a field from his fellow and stated, "If I let it lie fallow, I will give you a thousand *zuz*." Now, he let a third of it lay fallow. The Nehardeans said: He should pay him three hundred and thirty-three and one-third *zuz*. But Rava said: It is an *asmachta* (*an exaggerated commitment; one that he does not intend on honoring*), and an *asmachta* is not a binding commitment.

The *Gemora* asks: But according to Rava, why is it different from that which we learned in the *Mishna*: If

I let it lie fallow and do not work it, I shall pay according to the best?

The *Gemora* answers: In that case, there was no exaggeration; but here, since he stated such a large extra amount, it was a mere exaggeration (*and it was not intended to be taken seriously at all*).

A certain man once leased a field (*as a sharecropper*) with the agreement of planting sesame. He planted wheat instead, but the wheat appreciated to the value of sesame (*and furthermore, the landowner, for sesame ruins the soil much more than wheat*). Rav Kahana thought to rule: The landowner must take a deduction from his percentage received on account of the depleted soil that would have occurred (*had the sharecropper planted sesame; he must compensate the sharecropper for the benefit he received*).

Rav Ashi said to Rav Kahana: People say, "Let the soil become impoverished rather than its owner" (*so he is not required to lose out at all*).

A certain man once leased a field (*as a sharecropper*) with the agreement of planting sesame. He planted wheat instead, but the wheat exceeded the sesame in value. Ravina thought to rule that the landowner must give the sharecropper the increased value (*between what the sesame would have been worth and the actual value of the wheat crop*).

Rav Acha of Difti said to Ravina: Was the sharecropper the only cause of the increased value, and the earth not at all (*so the landlord can take his agreed upon percentage without taking any deductions*).

The Nehardenas said: An *iska* (*an ordinary iska is one where an investor gives goods to a merchant to sell. The arrangement is that all profits and losses will be split evenly between them. The merchant is responsible for half of the merchandise. He pays back the investor for the initial capital and he adds half the profits; he also accepts the risk on half of the losses*) is half a loan and half a deposit. The Rabbis made an enactment which is satisfactory to both the borrower (*i.e. the managing partner - he is not responsible for more than half of the original capital in a case of loss*) and the creditor (*i.e. the investing partner - he is guaranteed to receive at least half of his original investment, even if all is lost*).

Now that we say that it is half a loan and half a deposit, if the managing partner wishes to drink beer (*by selling his half*), he can do so (*since he can do whatever he wants with the "loan"*).

Rava disagrees: It is therefore called an *iska* because he can say to him, "I gave it to you for business purposes; not for drinking beer."

Rav Idi bar Avin said: And if the managing partner dies, it is regarded as movable property in the hands of his heirs (*and the investing partner cannot seize it*).

Rava disagrees: It is therefore called an *iska* that if he dies, it shall not be regarded as movable property in the hands of his heirs (*and the investing partner can seize it from them*). (104b)

INSIGHTS TO THE DAF

A Woman's Sacrifices and Recital

Rabbi Yehudah used to expound common terms. For it has been taught in a *braisa*: Rabbi Yehudah said: A rich person is obligated to bring a rich person's *korban* for his wife, and likewise, he is obligated to provide her

with the animals for any of her *korbanos* that she must bring, for the following is what he wrote for her in the *kesuvah*: My properties are pledged for every claim you may have against me from before up to now.

Rashi explains that it is the husband's obligation to provide for the sacrifice of his wife, and Rabbi Yehudah rules that when the husband is doing so, he must bring a sacrifice according to his financial status. He cannot claim and say, "My wife has no possessions of her own and she is therefore poor, and I should therefore only be obligated to bring a poor man's sacrifice for her."

The *Gemora* in Nedarim (35b) cites a verse which teaches us that a man is required to bring a *korban* for his wife, whether she is normal or insane. This, however, is only true regarding sacrifices that are offered for someone who lacks atonement, for these *korbanos* are different in the following respect: *Korbanos* are only brought with the owner's consent; however, a *korban*, which is brought for one who lacks atonement, can be brought even without the owner's consent. Therefore, all other *korbanos*, the woman would be required to bring them; her consent is a necessity.

Rabbi Yaakov Emden in Mor U'Ketziah (47) writes that women, in general, have no connection to *korbanos*, except for those that are her personal obligations, e.g. the birds of a *zavah* or for a woman who gave birth.

The Peri Megadim disagrees and writes that they are included in the general sacrifices, and certainly with the recital of the *korbanos*, which we do nowadays, as a replacement for the actual offering of the sacrifices.

The sefer Toras Hayoledes brings that a woman who gave birth, on the forty-first day if she had a son, and on the eighty-first day if she had a daughter, should recite the verses in Parshas Tazria dealing with the *korbanos* she would have been required to bring if there was a Beis HaMikdash in existence. And she should conclude with the following prayer, "Master of the Universe, it should be the will of our G-d and the G-d of our forefathers that this recital which I said should be significant and accepted before You as if I actually brought my prescribed sacrifices. And it should be the will of our G-d and the G-d of our forefathers that You should build the Beis HaMikdash speedily in our days."

The Pischei Zuta discusses if she would be required to recite the passages that deal with the sacrifices that she would bring if she was poor and could afford the animals. For perhaps that dispensation was only in the times of the Beis HaMikdash, when *korbanos* were being brought; however, now, that we are merely reciting the verses, every woman should say the same thing.

DAILY MASHAL

In the siddur Keser Nehura, it is written that on the day following a woman's immersion in a *mikvah* for her menstrual impurity, she should recite the passages from Parshas Metzora that deal with those *halachos*. And she should conclude by saying, "It should be the will of our G-d and the G-d of our forefathers that this recital which I said should be significant and accepted before You as if I actually brought my prescribed sacrifices."