

13 Nissan 5777
April 9, 2017



Bava Basra Daf 77

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

Ameimar said: The law is, as Rebbe ruled that letters (*notes of indebtedness*) are legally acquired by mesirah (giving them over). Rav Ashi said to Ameimar: [Is this] a tradition or a logical deduction? He replied unto him: [It is] a tradition. Rav Ashi said: This may also be deduced logically, because letters are words, and words cannot be acquired by means of [other] words.

The Gemora asks: And [can they] not? Surely Rabbah bar Yitzchak said in the name of Rav: There are two [kinds] of documents. [If a person says], “Take possession of this field on behalf of So-and-so and write for him the document,” he may retract in regard to the document, but not with regard to the field. [This is because the field has already passed into the legal ownership of the recipient, from the moment the donor had handed over the ‘symbolic’ object, such as a kerchief (thus executing a kinyan sudar) to the witnesses.] [If, however, he says, “Take possession of this field] on condition that you write for him the document,” he may retract from both the document and the field. But Rabbi Chiya bar Avin says in the name of Rav Huna: There are three kinds of documents. Two have

just been described. [And the] third is one which the seller writes before [the sale], in accordance with the law we have learned [that] a document may be written for the seller though the buyer is not with him. [In this case], as soon as [the buyer] performs a propriety act in the field, he acquires [also] the document, irrespective of the place in which it is kept. And this accords with what we have learned in a Mishna: movable property may be acquired with real property by means of money, document and propriety act. [Now in view of the statement above that the document is acquired irrespective of the place in which it is kept, how could Ameimar and Rav Ashi state that a document can be acquired only by means of actual delivery?]

The Gemora answers: [Acquiring a document] on the basis [of land bought jointly with it] is different [from its independent acquisition]; for a coin which cannot be acquired by chalifin (handing over a kerchief as an act of a kinyan) may [yet] be acquired by virtue of land [bought jointly with it].

As in the case of Rav Pappa. Rav Pappa was owed 12000 zuz by people in Bai Chozai. He transferred



the money to Rav Shmuel bar Abba along with his door post (*which is real estate*), using *kinyan agav*, and when Rav Shmuel bar Abba returned with the money, Rav Pappa went out to greet him all the way to Tvach.

The Mishna had stated that when one sells a ship, he does not sell the slaves, nor the sacks (that contain the cargo), nor the antiki, etc.

The Gemora asks: What is the meaning of antiki?

Rav Pappa said: The merchandise which it contains.

The Mishna states: He who sold a wagon has not sold the mules; he who sold the mules has not sold the wagon. He who sold the yoke has not sold the oxen; he who sold the oxen has not sold the yoke. Rabbi Yehudah says: The price indicates [what is to be included in the sale]. How? — [If] he said to him: sell me your yoke for two hundred zuz; it is obvious that a yoke [alone] is not [sold] for two hundred zuz. But the sages say: The price is no proof (as the excessive price is either regarded as a gratuity given from the buyer to the seller, or it can be grounds for voiding the sale).

Rav Tahlifa from the West recited a braisa before Rabbi Avahu: He who sold the wagon has sold the mules. But surely we learned: he has not sold!? He said to him: Shall I delete it (the

braisa)? He replied to him: No; your teaching may be interpreted [as dealing with the case] when [the mules] were harnessed to it.

The Mishna had stated: He who sold the 'yoke' has not sold the oxen, etc.

The Gemora asks: How is this to be understood? If it be said that [the Mishna speaks of a place where] a yoke is called yoke and oxen [are called] oxen, [in this case] surely he sold him the yoke, but has not sold him the oxen. And if the oxen also are called 'yoke,' all was [obviously] sold!?

The Gemora explains: [The law in the Mishna] is necessary [to be stated in order to provide] for a place where a yoke is called 'yoke' and oxen, oxen; while there are also some who call the oxen [also] 'yoke.' [In such a case], Rabbi Yehudah holds the opinion that the price indicates [what was the intention of the seller], and the Rabbis hold the opinion [that] the price is no proof.

The Gemora asks: But if the [excessive] price is no proof [that the oxen were included in the sale], the [return of the overcharge or the] cancellation of the [entire] purchase should follow!?