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Bava Basra Daf 171

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Daf Notes is currently being dedicated to the neshamot of

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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

Receipts and Postdated Documents

Rav Huna said in the name of Rav: The *halachah* is neither in accordance with Rabbi Yehudah, nor in accordance with Rabbi Yosi; but rather, *Beis Din* (not the witnesses) tears up the document and writes a new one for the creditor entering the original date.

Rav Nachman said to Rav Huna, and others say that Rav Yirmiyah bar Abba said to Rav Huna: Had Rav heard this *braisa*, where it was taught: Witnesses may tear up the document and write a new one for the creditor entering the original date, he would have retracted (and ruled according to Rabbi Yehudah). Rav Huna replied: Rav heard it, and yet, he did not retract his opinion. In the case of *Beis Din*, it is understandable, because they have the power and authority to confiscate (people’s) money (and therefore, they have the power to write a new document – allowing the creditor to seize mortgaged property from the initial date); but with respect of witnesses, who had already performed their mission (by their original signing), how can they be allowed to perform their mission again (by writing a new document with the initial date)?

The *Gemora* asks: And they cannot (perform their mission again)? But Rav Yehudah said in the name of Rav: Witnesses may write even ten documents (if there are witnesses that the contract was lost or burnt) in respect of one field!?

Rav Yosef answered: This is permitted only in a case of a gift (where since there is no guarantee, the witnesses can write

many documents attesting to the gift). Rabbah said: It would also apply in a case of a sale document which does not contain a guarantee (and since encumbered property cannot be collected with it, the witnesses may write a replacement document).

The *Gemora* asks: What was the *braisa* mentioned by Rav Nachman? The *Gemora* cites the *braisa*: If a creditor was claiming from a debtor a thousand *zuz* and he repaid five hundred *zuz* of these, the witnesses tear up the document and write for him another one bearing the original date; these are the words of Rabbi Yehudah. Rabbi Yosi said: This document remains where it is, and a receipt is written. And for two reasons it was said that a receipt is written. Firstly - in order that the debtor will be compelled to repay the debt (for he is scared that he will lose the receipt), and secondly - in order that the debt will be collected only from property that was sold since the original date.

The *Gemora* asks: But Rabbi Yehudah also said that the new document should be bearing the original date!?

The *Gemora* answers: This is what Rabbi Yosi was saying to Rabbi Yehudah: If you mean that it should be bearing the first date, I disagree with you for one reason; and if you mean that it should be bearing the second date, I disagree with you for two reasons.

The *Gemora* cites a *braisa*: A loan document, the date of which is found to be (for the date was recorded according to the solar calendar) a *Shabbos* or the Tenth of *Tishrei* (Yom Kippur), is considered a postdated document (for the

document was obviously not written on that day) and is valid (for a postdated document harms only the lender, for he can only collect from that date and on; it might have been predated and invalid, but that the borrower would need to prove); these are the words of Rabbi Yehudah. Rabbi Yosi rules that it is invalid. Rabbi Yehudah said to him: Was there not such a document actually brought before you at Tzipori and you ruled that it is valid? Rabbi Yosi replied to him: When I ruled that it is valid, I ruled in that case only (when it emerged that the date was Shabbos or Yom Kippur, but not in an ordinary postdated document).

The Gemora asks: But, Rabbi Yehudah is also speaking of such a document (so what are they arguing about)?

Rabbi Pedas replied: They both agree that if it emerged that the date of the document was calculated and it was found to be a Shabbos or the Tenth of Tishrei, it is considered a postdated document and it is valid. They are arguing only regarding the case of an ordinary postdated document (where it is not known that it is postdated), where Rabbi Yehudah follows his own reasoning that a receipt is not written (and one can collect a loan only by giving the borrower the loan document), and consequently, no calamity would ensue, while Rabbi Yosi follows his view that a receipt is written and a calamity might consequently ensue.

Rav Huna the son of Rabbi Yehoshua said: Even according to the one who said that a receipt is written, this may be done only for a partial payment but not for the entire debt (rather, the loan document is returned and torn up).

The Gemora rejects this: A receipt may be written for the entire debt as well. This is as in the case of Rav Yitzchak bar Yosef. He brought Rabbi Abba, who owed him money, before Rabbi Chanina bar Papi. Rav Yitzchak demanded his money. Rabbi Abba replied to him, "Return to me the loan document and you will receive your money." Rav Yitzchak responded, "I lost the document, but I will write for you a

receipt." Rabbi Abba replied to him, "Surely, it was both Rav and Shmuel who said that a receipt is not written." Rabbi Chanina bar Papi said, "Were one to give us of the dust of Rav and Shmuel (from their grave), we would put it into our eyes (for they are so dear to us), but it was both Rabbi Yochanan and Rish Lakish who ruled that a receipt is written." And when Ravin came from Eretz Yisroel to Bavel he said in the name of Rabbi Il'la that a receipt is written.

And it is logical to assume that (if the lender loses his loan document) a receipt is written (and the lender may collect his debt), for if you would hold that a receipt is not written, is it conceivable that where the lender lost the loan document, the borrower should consume the lender's money and rejoice?!

Abaye questions this line of reasoning: But if we allow a receipt to be written, is it conceivable that if the borrower would so happen to lose the receipt, the lender would collect his debt again (by producing the loan document that he claimed was lost) and consume the borrower's money and rejoice?!

Rava answers: Yes! That is conceivable, for a borrower is regarded as the servant of the lender (and he is obligated to watch his receipt more than the lender is obligated to watch his loan document).

We learned in a Mishna elsewhere: Predated loan documents are invalid. Postdated loan documents are valid.

Rav Hamnuna said: This law applies only to loan documents, but in the case of deeds of sale, even those which are postdated are invalid. What is the reason for this distinction? We are concerned that Reuven might sell land to Shimon in Nissan and write that it occurred in Tishrei; and in the meantime, some money will become available to him and he will repurchase the land from Shimon (and when he asks Shimon for the bill of sale, Shimon will claim that he lost it). But when Tishrei comes along, Shimon will produce the

sale document and say, "I have subsequently bought it from you again (*after you had repurchased it from me*)."

The *Gemora* asks: If so, in the case of a loan document as well, Shimon might lend money to Reuven in *Nissan* and write that it occurred in *Tishrei*; and in the meantime, some money will become available to him and he will repay Shimon. When Reuven will request that the loan document should be returned to him, Shimon will reply to him that he lost it, and instead, he would write out for Reuven a receipt. When *Tishrei* arrives, Shimon will produce the loan document and claim that Reuven just borrowed from him right now (*again – after repaying him for the first loan*)!?

The *Gemora* answers: Rav Hamnuna holds that a receipt is not written (*and if Shimon does not return the loan document to him, Reuven will not repay the debt, and therefore, there is nothing to be concerned about; this is what the Gemora meant before when it said that according to Rabbi Yehudah who holds that a receipt is not written, there is nothing to be concerned about*).

Rav Yeimar said to Rav Kahana, and others say that Rav Yirmiyah of Difti said to Rav Kahana: But what of nowadays, when postdated documents are written and receipts are also written?

Rav Kahana replied to him: This is permissible since Rabbi Abba instructed his scribes, "When you write a postdated document, write as follows: This document was not written on the date indicated, but was postdated." [*Accordingly, there is nothing to be concerned about a receipt being written, for everyone knows that it was a postdated document.*]

Rav Ashi asked Rav Kahana: And what about the present time when this is not done (*we do write postdated documents, but we do not add Rabbi Abba's text*)?

The *Gemora* answers: This is permissible since Rav Safra

instructed his scribes, "When you write out receipts, enter the date of the document if you know it (*and this way there is no concern for any cheater, for even if the document was postdated, it is written in the receipt the precise date of the document, and the lender will gain nothing by producing the document*); if not, leave the receipt undated, so that whenever a document is produced, the receipt will render it invalid.

Ravina asked Rav Ashi, and others say that Rav Ashi asked Rav Kahana: But this is not done nowadays (*for we write postdated documents and receipts, and we date the receipts as well*)!?

He replied to him: The Rabbis have made the necessary provision (*that the receipts should not be dated*). Whosoever acts accordingly is protected; he who does not act accordingly has only himself to blame, for any loss suffered. (170b – 172a)

DAILY MASHAL

Upon concluding Bava Basra within a week: What is actually the longest tractate?

This week the thousands of Daf HaYomi learners conclude Bava Basra, comprising 176 *dapim*, the longest tractate in the Babylonian Talmud. Those exploring the connections between various bodies of the Written and Oral Torah have discovered that the longest portion of the Chumash, *Naso* in the book of Bamidbar, contains 176 verses and that the chapter with the most number of verses in the whole Tanach, Chapter 119 of Tehilim, is also comprised of 176 verses. Actually, if not for the comparatively long commentary by Rashbam, Rashi's grandson, the number of *dapim* in Bava Basra would be less as the text of the **Gemara** in Bava Basra, alone, is not the longest of any tractate. As the Vilna Gaon remarks, the text of the Gemara in Berachos is actually the longest of any tractate, though only comprising 64 *dapim*.