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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

Robber Securing the Land for the Purchaser

The *Gemora* states: It is clear that if the robber sold the field to another person (*besides the first purchaser*), and then bought it from the original owner, he did not intend to secure it for the first purchaser (*for otherwise, he would not have sold it again*). It is also clear that if the robber bequeathed it to his son or gave it as a gift to another (*after selling it to the first purchaser*), and then bought it from the original owner, he did not intend to secure it for the first purchaser (*for otherwise, he would not have given the land away again*).

It is also clear that if he sold it and then inherited it (*the robber had stolen from his father and now the father died*), the inheritance is automatic, and he did not trouble himself to acquire the land. [*In other words, we do not say that he clearly wanted it to remain in the hands of the purchaser, as it was not up to him to receive the inheritance. He can therefore demand it back from the purchaser, as long as he compensates him for the illegal sale.*]

If the robber sold it and then took the field as payment for a debt (*the original owner owed him money*), we assess the situation. If the original owner has other lands, but the robber now says that he wants this specific land, we say that he is intending to secure it for the first purchaser (*and he therefore cannot take the land from him*). If he does not have other fields, we assume that he is solely interested in collecting his debt.

If the original owner gave the land to the robber as a present (*after the thief sold it to someone else*), Rav Acha and Ravina argue about the law. One says that this case has the law of

inheritance, which just happens by itself (*and therefore he still can take the land from the purchaser*). The other says that it is like a sale, as he took the trouble to find favor with the owner in order that he should get his trustworthiness back (*and therefore he cannot seize the land, for he is interested in keeping his word*).

The *Gemora* asks: How long after the sale by the robber will he buy back the land from the original owner in order to be considered trustworthy?

Rav Huna says: Until he is brought to trial for judgment.

Chiya bar Rav says: Until the buyer receives the decree of *Beis Din* entitling him to seize the robber’s property.

Rav Pappa says: Until the day that *Beis Din* announces that the property of the robber is for sale.

Rami bar Chama asks: Let us analyze this. How did this buyer (*from the robber*) acquire the land? He acquired it with the sale document. The sale document is invalid! [*The robber did not have possession of the land at the time of the sale!*]

Rava answers: The case is where the buyer said that he relies that the seller will eventually give him the land in a legal fashion. The lack of protest and the fact that the buyer relied upon him is the reason why he went and bought the land from the original owner. At this point, the robber gives the land over to his buyer.

Rav Sheishes asks a question on this from the following *Baraisa*: If a person says to his fellow that whatever he will inherit or whatever fish or animals he will catch in his net are

sold to him, the sale is invalid. If he says that whatever he will inherit today or catch today is sold, it is valid. [*Our case of the robber is like the first case in the Baraisa.*]

Rami bar Chama says: Here is a great man with a great question! [*In the first case the sale is not valid because at the time of the selling, the goods were not yet the property of the seller, and the sale does not become validated by what took place after the sale. This contradicts the view of Rav, who, in the case of the robber who bought the field after selling it illegally, says that he intended to sell his future rights, and thus this validates the sale!?*]

Rava says: I see a great man, but not a great question. In Rav's case, the buyer is confident, and in the *Baraisa's* case, the buyer is not. In Rav's case, the buyer relies on the robber, as the robber will certainly go to great lengths to acquire the field and ensure he is no longer known as a robber. However, in the *Baraisa's* case, the buyer is not confident at all [*for he has no way of knowing that the seller will inherit from his father anything at all*].

They sent this question to Rabbi Aba bar Zavda. He said: This is not for the inside. [*Some say he meant nobody inside our Yeshiva can answer it as it is such a good question, while others argue that he meant it is not a good enough question to present to the Yeshiva.*]

Rava says: This is for the inside and the inside chamber of the inside. However, the answer is that in Rav's case, the buyer is confident, and in the *Baraisa's* case, the buyer is not.

In Pumbedisa, this law of Rav and the question asked on him was brought up. Rav Yosef said: This is not for the inside. Abaye said: This is for the inside and the inside chamber of the inside. However, the answer is that in Rav's case, the buyer is confident, and in the *Baraisa's* case, the buyer is not.

The *Gemora* asks: What is the difference between the two cases in the *Baraisa*?

Rabbi Yochanan answers: The second case, when he says, "What I will inherit from my father today," is in order that he will have money to take care of his father's burial. [*He therefore wants cash on hand when his father is dying.*] Similarly, the Sages instituted that if he says, "What I will catch today," it is valid, as perhaps he needs it for his livelihood. (16a1 – 16b1)

Selling Property prior to its Acquisition

Rav Huna says in the name of Rav: If someone says to his friend that the field that he is now going to buy should be acquired for the friend from right now, his friend acquires the field (*when the acquisition is made*).

Rava says: Rav's law is understandable when the person says "a field." However, when he says, "this field," it is not as logical, as who says that the owner of the field will sell it to him? [*When he says, "Any field," he will buy today will be acquired by his friend, this is understandable, as there are many people willing to sell their fields.*] However, it is clear by Hashem's name that Rav even said his law when he said "this field."

The *Gemora* asks: But by God, Rav said his law according to Rabbi Meir, who said that a person can effectively convey something that has not yet come into the world (*i.e. his possession of this field*). This is as the *Baraisa* states: If a man said to a woman, "You shall be betrothed to me after I convert," or "After you shall convert," or "After I shall have been set free from slavery," or "After you have been set free," or "After your husband dies," or "After your sister (*my wife*) dies," or "After your *yavam* has submitted to *chalitzah* from you," she, Rabbi Meir ruled, is legally betrothed! [*The kiddushin is effective when the respective conditions are fulfilled, though at the time of the betrothal they were still unfulfilled; this indicates that an act that involves something that is not yet in existence is nevertheless, valid.*] Now betrothing a woman is like saying "this field" (*for it is uncertain if any of these things will occur*) and Rabbi Meir



says that she is betrothed. [*This shows that Rav holds like Rabbi Meir.*] (16b1)

Returning Found Documents

Shmuel says: If someone finds an acquisition document in the market (*stating that a person owes his friend money due to an impending loan he is about to take*), he should return it to its owner (*the lender*). We are not worried that the loan might not have taken place, as the document indicates that he will owe him the money even if the money does not take place. We are not worried that the loan may have already been paid, as if he would have paid off the loan, he would immediately have ripped up the document.

Rav Nachman says: My father was one of the scribes of Shmuel's *Beis Din*. I remember when I was six or seven, they announced in the *Beis Din* that any such documents should be returned to their owners.

Rav Amram says: We also learned in a *Mishnah* that anything done by *Beis Din* (*i.e. a loan document verified by Beis Din*) should be returned to the owner. This implies that we do not suspect payment.

Rabbi Zeira said to him: That *Mishnah* is discussing containing decrees of *Beis Din* which confirm the creditor's right to belongings appropriated from the debtor, and of documents authorizing a creditor to search for the debtor's belongings and to seize them wherever they may be found. These documents are not payable (*they are just indicators that someone owes money, and therefore there is no proof to our law*).

Rava asks: Are these documents not payable? The Nehardean scholars said that an evaluation of *Beis Din* (*when they seize property for the creditor*) is returned for twelve months (*if the debtor pays money*). Ameimar said that he is from Nehardea, and he holds that an evaluation must always be returned!

Rather, Rava states: The reason is because the borrower made himself lose, as he should have torn up the document when he paid the money. Alternatively, he could have made sure another document was written to this effect (*that the field the lender took is now sold back to him*). According to the strict letter of the law, the lender has the right to keep the field. However, because of the verse, "And you will do what is righteous and good in the eyes of Hashem," the Rabbis said he should give it back (*to the original owner*). Accordingly, it is as if he is actually selling it back to him, and he therefore can demand a sale document (*to prove it is his if the lender cannot provide the document from Beis Din*).

If this was a regular loan document, what should he do? If he actually paid, he should have torn up the document. However, it could be that the lender got out of this claim by saying that he will give it to him tomorrow, as he doesn't have it now. Alternatively, it could be that he wanted to keep it for the value of the paper.

Rabbi Avahu says in the name of Rabbi Yochanan: If someone finds a loan document in the market, even if it has a verification on it that it is authentic from a *Beis Din*, he should not give it back to the owner. He should certainly not give it back if it was not verified by *Beis Din*, as it is possible that he wrote the document as he was going to borrow money, but he never did. However, even if it is verified, he should not give it back, as we suspect that it has been paid.

Rabbi Yirmiyah asked Rabbi Avahu a question from a *Mishnah* that anything done by *Beis Din* (*i.e. a loan document verified by Beis Din*) should be returned to the owner.

Rabbi Avahu answered him: Yirmiyah, my son, not all actions of *Beis Din* are equal. The case is where this borrower has already been caught lying once about owing money (*and therefore he is not trusted that it was paid*).



Rava asks: Just because he has been caught lying once, is he therefore considered someone who presumably will not pay?

Rather, Rava says: Our *Mishnah* is discussing containing decrees of *Beis Din* which confirm the creditor's right to belongings appropriated from the debtor, and of documents authorizing a creditor to search for the debtor's belongings and to seize them wherever they may be found, as per Rabbi Zeira's opinion (*quoted earlier in our Gemora*). (16b1 – 16b3)

QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF

to refresh your memory

Q: When a purchaser is compensated for a creditor seizing his property, from which type of land can he collect?

A: He can collect the principle from encumbered properties and the improvements only from unencumbered properties.

Q: If the purchaser knew that the field did not belong to the seller, and yet he bought it anyway, will he still be compensated for the improvements?

A: No.

Q: Why is the purchaser compensated from the seller in a case where he bought the field from a robber (*and the owner seized the field*) but a guarantee was not written in the contract?

A: It is because we assume its omission is due to a scribe's error (*even by a sale document*).

DAILY MASHAL

The Gemora notes that a robber or a recipient of a gift will purchase the land to protect the rights of the purchaser because a person wants to stand by his word.

When Rav Yaakov Kamenetzky, who was renowned for his devotion to the truth, turned 80, he began donning an additional pair of tefillin, known as the tefillin of Rabbeinu Tam, each morning. Because there is a legal dispute regarding certain details about the writing of the parchments in tefillin, some virtuous individuals have the custom of wearing a second pair to fulfill the opinion of Rabbeinu Tam. Although Rav Yaakov certainly possessed the piety required for one who wished to take on this stringency, some of his students were puzzled by the fact that he had never done so previously. What suddenly transpired which made him change his practice?

When they asked him about this, Rav Yaakov explained that many years previously, an elderly Jew in his minyan began to put on the tefillin of Rabbeinu Tam at the end of the morning services. One of Rav Yaakov's students asked him why he hadn't also adopted this praiseworthy practice. In his humility, Rav Yaakov attempted to avoid the question by noting that the other man was much older, adding that if Hashem would allow him to reach that age, perhaps he would also adopt the practice.

Although the comment was said only casually, Rav Yaakov immediately worried that his commitment to truth obligated him to fulfill his words. Upon ascertaining the age of the man, Rav Yaakov waited many years until he reached that age, at which point he immediately adopted the practice in order to keep his "promise."