

19 Tammuz 5777
July 13, 2017



Bava Basra Daf 172

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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

Rabbah the son of Rav Shila said to those who were writing deeds of transfer (*either gifts or sales*): When you write deeds of transfer, enter the date of the acquisition if you know it; and if not, enter the date on which the deed is prepared, so that it might not appear false.

Rav said to his scribes, and Rav Huna, similarly, said to his scribes: When you are writing and signing documents in Shili, write “in Shili,” although the instructions were given to you in Hini, and when you are in Hini, write, “in Hini,” although the instructions were given to you in Shili.

Rava said: If a lender, who is in possession of a loan document of a hundred *zuz* (*before it was signed by witnesses*), said, “Convert this into two documents each of fifty *zuz*,” we do not grant his request. What is the reason for this? The Rabbis instituted a law which is beneficial to the lender and is also beneficial to the borrower. It is beneficial to the lender in that the borrower may force the borrower to repay him the entire loan (*and not a little at a time*); and it is also beneficial to the borrower in that the lender’s document is thereby impaired (*when the borrower pays fifty; and to collect the other fifty, he would be*

required to take an oath first).

And Rava said further: If a lender, who is in possession of two loan documents of a fifty *zuz* each, said, “Convert this into one document of a hundred *zuz*,” we do not grant his request. What is the reason for this? The Rabbis instituted a law which is beneficial to the lender and is also beneficial to the borrower. It is beneficial to the lender in that his document will not thereby be impaired (*when the borrower pays fifty; to collect the other fifty, he would not be required to take an oath first*); and it is also beneficial to the borrower in that the lender cannot force him to repay the entire debt.

Rav Ashi said: If a lender, who is in possession of a loan document of a hundred *zuz*, said, “Write for me one document of fifty *zuz* (*for he already paid me fifty*),” we do not grant his request. What is the reason for this? We assume that the borrower had already repaid him the entire debt, and that when the borrower asked him to return the loan document, he was told that it was lost and the lender therefore wrote out for him a receipt, but now (*if this new document of fifty is written*), he would produce it and claim, “This is for another loan.” (172a)

Mishna

If two brothers, one who is rich and one who is poor, inherit from their father a bathhouse or an olive press; if they are made for renting, they should split the profits. If they are for private use, the wealthy son can say to the poor son, "Buy servants and bathe in the bathhouse, and buy olives and use the press."

If there were two people in a city, one named Yosef ben Shimon and the other named Yosef ben Shimon - they cannot take out a loan document against one another (*for the "debtor" can say, "This is a document for a loan which I lent you and it was returned to you after it was paid off"*), nor can another take out a loan document against any of them (*for they each can say that it is the other who owes the money*).

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.

What should they do (*if they wish to borrow from each other or from someone else*)? They should write three generations (*their father's father*). And if the three generations are also the same, they write an identifying mark; and if they have the same identifying mark, let them write *Kohen* (or *Levi* or *Yisroel*). (172a)

"Borrowed From You"

There was a certain document that was presented at the court of Rav Huna which had the following entry: "I, So-and-so, the son of So-and-so, borrowed a *maneh* from you a *maneh*." [*The fellow who produced the document claimed that he was the one that the shtar*

was referring to.] Rav Huna ruled that "from you" might refer to "from the exilarch," or even "from King Shapur." [*There is no indication in the shtar that the holder was the lender; "from you" written in the document can refer to anyone; therefore, he cannot collect using this document.*]

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 *braisa*: In the case of a *get* which bears the signatures of witnesses but contains no date (*where the halachah is that one should preferably not divorce with such a get; however, if he did and the woman remarried and had a child, the child is not deemed to be a mamzer*), Abba Shaul said: If it was written in it, "I divorced you today," it is valid. This indicates that "today" is taken to mean the day on which it was produced (*and it is regarded as if a date was written on it*); so here also, "from you" must mean from the person who produces the document!

Abaye asks: Is it not possible that Abba Shaul holds like Rabbi Elozar, who maintains that the witnesses to the delivery (*of the get*) affect the separation (*between the husband and the wife; and therefore, it is not crucial to write the date on the document, for the witnesses to the delivery will testify as to when it was delivered*), but here, let us be concerned that it fell (*from someone else and this fellow found it*)!?

Rabbah replied to Abaye: We are not concerned that a document fell from someone. This can be proven from our *Mishna*: If there were two people in a city, one named Yosef ben Shimon and the other named Yosef ben Shimon - they cannot take out a loan document

against one another (*for the “debtor” can say, “This is a document for a loan which I lent you and it was returned to you after it was paid off”*), nor can another take out a loan document against any of them (*for they each can say that it is the other who owes the money*). We may infer, however, that any of them may produce a loan document against others. [*Yosef ben Shimon was holding a document that So-and-so owed Yosef ben Shimon money; the holder may collect with such a document and the defendant cannot claim that it is the other Yosef ben Shimon who he owes the money to.*] But why is this so? Let us be concerned that it fell from the other one, and this one found it!? Evidently, we are not concerned that a document fell from someone.

The *Gemora* notes: Abaye would hold that we are not concerned that a document fell from one person (*from one Yosef ben Shimon, and then it happened to be found by the other Yosef ben Shimon; this is an extremely remote possibility*); however, we may be concerned that a document fell from anyone (*where it says “from you”*). (172a – 172b)

DAILY MASHAL

Yosef ben Shimon

Reb Tzadok HaKohen explains why the *Gemora* uses the example of Yosef ben Shimon, a name that we do not find this sort of combination in the Torah. The *Gemora* could have used Reuven ben Yaakov! Why was this combination chosen?

He says that all of *Klal Yisroel* are called by the name Yosef, for they guard the covenant. Yet we find that

twenty-four thousand members from the Tribe of Shimon died in the plague of Pe’or (*which involved acting promiscuously with the women of Midyan*), something that was completely contrary to the attributes of Yosef. One can therefore mistakenly think that the descendants of Shimon should not be called after the name of Yosef. It is for this precise reason that Chazal chose the name Yosef ben Shimon. It is to demonstrate that even the Tribe of Shimon are still connected to Yosef.