



OVERVIEW DAF 16

Section 1: Compensation for Improvements (Continued)

Rejection #2 (Rabah bar Rav Huna):

The case is: Extortionists (robbers) took the field from Yehudah (the thief).

David collects:

- **Principal** (the value of the land) - even from property Yehudah sold
- **Value of the Peros** - from Yehudah's Bnei Chorin (unsold property)

Why the different explanations?

- **Rava** didn't explain like Rabah because "behold it leaves his hand" suggests LEGALLY (not by force)
- **Rabah** didn't explain like Rava because "behold it leaves his hand" suggests it returns to its ORIGINAL state

Rejection #3 (Rav Ashi):

The Beraisa's laws apply to DIFFERENT people:

Yehudah stole David's field and sold it to Moshe.

- **Moshe** collects principal (what he paid) from Yehudah's Meshubadim
- **David** (gets back his field and) is compensated for Peros from Yehudah's Bnei Chorin

Question:

According to both Rava and Rabah bar Rav Huna, why does David collect from Meshubadim? Yehudah's debt is like a "Milveh Al Peh" (oral loan - no document). People who bought from Yehudah didn't know to be careful!

Answer: Before Yehudah sold his land, court ruled that Yehudah must pay. (Such a debt is like a loan WITH a document.)

Follow-up question: If so, compensation for Peros should ALSO be from Meshubadim!

Answer: Court ruled only about the land itself, but not about the Peros.

Another question: The Beraisa didn't specify this. Why assume it's such a case?

Answer: Normally, people claim the principal before claiming Peros.

Does Shmuel Really Hold This?

Question: Does Shmuel really hold that someone who buys from a thief is NOT compensated for Shevach?

Shmuel told Chinena bar Shilas to consult with the seller and write in the document that if the land is taken from the buyer, he'll collect from the seller's:

- Idis (highest quality land)
- For Shevach
- For Peros

Question: In what case do these apply?

Suggestion: When a creditor takes the land.

Rejection: Shmuel said a creditor receives Shevach (meaning but NOT Peros)!

Answer: Rather, they apply when it's found the seller had STOLEN the land!

Two Versions of Rav Yosef's Answer:

Version #1 - Answer (Rav Yosef): The seller HAS land (which he uses to pay the buyer, so it doesn't look like interest - Ribis). In this case, Shmuel says he pays for Shevach.

Abaye's question: If someone has land, may he lend "Se'ah b'Se'ah" (a measure of wheat on condition to return the same measure? This is forbidden in case wheat prices rise!)

Rav Yosef's answer: Se'ah b'Se'ah is a LOAN. I'm discussing one who SOLD land - the sale was just invalid, so he must return the money. When he pays with land, we're not worried it looks like Ribis.

Version #2 - Answer (Rav Yosef): At the time of sale, the buyer acquired (through Chalipin - symbolic exchange) compensation for Shevach if the field is taken. The seller's obligation comes BEFORE his benefit of using the money, so it doesn't look like Ribis.

Abaye's question: May someone lend Se'ah b'Se'ah if he does Chalipin to obligate himself from the beginning to return a Se'ah later?!

Rav Yosef's answer: Se'ah b'Se'ah is a loan. I'm discussing a sale.

Section 2: Collecting a Debt from Land That Improved After the Loan

Shmuel's Rule:

A creditor collects Shevach (the improvements on the land he collects).

Rava's support: Surely this is true! A seller writes (in the sale document): "I will silence any claims against this sale; the land, money invested in it, and Shevach."

R. Chiya bar Avin's Challenge:

Someone who gives a GIFT doesn't write this. Will you say a creditor doesn't collect Shevach from a gift?

Rava: That's correct!

R. Chiya bar Aba: Does someone who receives a gift have MORE privileges than someone who buys?!

Rava: Yes!

Rav Nachman's Analysis:

A Beraisa supports Shmuel. However, the way Rav Huna establishes it, it doesn't.

Beraisa: If Reuven sold a field to Shimon, and it was taken from Shimon, he collects principal from Meshubadim and Shevach from Bnei Chorin.

Rav Huna's explanation: A creditor didn't take it. Rather, Reuven sold a field that he STOLE.

Another Beraisa:

If Reuven sold a field to Shimon, who improved it, and Reuven's creditor took it:

If Shevach EXCEEDS expenditures:

- Shimon collects his expenditures from the creditor
- The Shevach ABOVE his expenditures from Reuven

If expenditures EXCEED Shevach:

- The creditor pays Shimon the Shevach

Question: How Can Shmuel Explain This?

Suggestion: The "creditor" is really the true owner (Reuven stole the field).

Rejection: Shmuel says someone who buys from a thief is NOT compensated for Shevach!

Suggestion: It's a normal creditor.

Rejection: Shmuel says a creditor collects the Shevach WITHOUT paying for it!

Two Answers:

Answer #1: The "creditor" is the true owner. Shimon collects Shevach from Reuven either because:

- Reuven has land, OR
- Shimon acquired rights to compensation for Shevach at the time of sale

Answer #2: It's a normal creditor.

Shmuel says a creditor must PAY for Shevach (Peros) if it's "Magi'a l'Kesafim":

- **Rashi:** Almost ready to harvest, so it's considered like Peros
- **Tosfos:** It came through effort/work

Question:

In many cases, Shmuel ruled that a creditor collects such Shevach for FREE!

Answer: That's when he was owed the value of the land AND the Shevach, but not if he's owed only the value of the land.

This makes sense according to the opinion that the creditor can collect the land even if the buyer wants to pay the debt and keep the land.

Question: According to the opinion that the buyer CAN pay the debt and keep the land, he should be able to say: "If I had money, you wouldn't get the land. Even now that I have no money, the Shevach should be considered like money to pay part of the debt, and you must leave me land corresponding to the money!"

Answer: The case is, the land was an "Aputiki" - they stipulated the loan will be collected ONLY from it.

Section 3: One Who Knowingly Bought a Stolen Field

The Dispute:

Rav: If Reuven bought a field from Shimon, even though he KNEW Shimon had stolen it:

- He gets back what he paid
- But NOT Shevach

Shmuel: He doesn't get back even what he paid!

What Do They Argue About?

Rav holds: Reuven intended the money to be a DEPOSIT.

Question: If so, he should SAY he's giving a deposit!

Answer: He thinks Shimon wouldn't accept to guard it.

Shmuel holds: He gave the money as a GIFT.

Question: If so, he should SAY he's giving a gift!

Answer: He doesn't want to embarrass Shimon.

They Argued About This Elsewhere:

Question: Rav and Shmuel argued about this elsewhere. Why must they argue again?

Previous argument: If Reuven was Mekadesh (betrothed) his SISTER with money:

- **Rav:** She must return the money
- **Shmuel:** The money is a gift

(Betrothing one's sister doesn't work, so the question is whether the money should be returned.)

Rav holds: He intended it as a deposit. He doesn't say so, lest she not accept to guard it.

Shmuel holds: He gave it as a gift. He doesn't say so to avoid embarrassing her.

Why Both Cases Are Needed:

Answer: They needed to argue in both cases:

Had they only argued about stolen land:

- One might think only there Rav holds it's a deposit (people don't give gifts to strangers)
- But he'd agree that betrothing his sister is a gift

Had they only argued about betrothal:

- One might think only there Shmuel says it's a gift
- But regarding land he'd agree it's a deposit (people don't give gifts to strangers)

Question:

According to both Rav and Shmuel, why may Reuven USE the land and eat the Peros?

Answer: He reasons: "I'll use the land like the thief would have used it. When the owner comes, I'll return the land" (and, according to Rav, get back his money).

Rava's Summary of the Law:

The law is:

- One who buys a field WITHOUT knowing it was stolen: Gets back his money AND is compensated for Shevach, even without stipulating
- If he KNEW it was stolen: Gets back his money but NOT the Shevach
- Achrayus (if omitted from a document) is a mistake of the scribe (and there IS Achrayus), regarding a loan OR sale

Section 4: A Thief Who Later Bought the Field

Shmuel's Question:

If a thief sold the field, and then the thief BOUGHT it from the true owner, what's the law?

Rav's answer: One who sells, sells all rights he will obtain in the matter. (The buyer keeps it!)

What's the Reason?

Answer #1 (Mar Zutra): The thief doesn't want to be called a thief.

Answer #2 (Rav Ashi): A person wants to conduct his dealings faithfully.

Bottom Line: This section explores compensation for improvements when property is stolen or taken, when creditors must pay for improvements, and what happens when someone knowingly or unknowingly buys stolen property - including whether the thief can reclaim it by later buying it from the real owner.

Section 1: A Thief Who Later Bought the Field (Continued)

Remember: Mar Zutra said the thief doesn't want to be called a thief. Rav Ashi said a person wants to conduct dealings faithfully.

What's the Difference?

Answer #1: The buyer died.

- No concern about being called a thief
- But (Rav Ashi) he still wants his dealings to be faithful with the heirs

Rejection: If he doesn't justify himself, the heirs will call him a thief!

Answer #2: The thief died.

- He's not concerned about being called a thief after death
- But he wants his dealings to have been faithful

Rejection: He doesn't want people calling his children "children of a thief"!

Answer #3: He never SOLD the stolen field - he GAVE it as a gift.

- No concern about being called a thief
- But he wants to conduct his dealings faithfully

Other Scenarios:

Remember: Reuven stole Levi's field and sold it to Shimon.

Obviously:

- If Reuven sold or gave it to Yehudah and THEN bought it from Levi → He didn't buy it so Shimon should keep it (Shimon gets his money back, not the land)
- If Reuven INHERITED it → He did nothing to show he wants Shimon to keep it

If Reuven collected the field for a debt Levi owed him:

- If Levi had other fields and Reuven requested THIS one → This shows he wanted Shimon to keep it
- If this was Levi's ONLY field → We have no such indication

If Levi gave it to Reuven as a gift:

- **Rav Acha or Ravina:** Like an inheritance (Reuven did nothing)

- **The other one:** We assume he requested this (to make his dealings faithful)

Time Limits:

Question: Until how long do we assume Reuven acted to conduct his dealings faithfully?

Three answers:

Answer #1 (Rav Huna): Until Shimon brings him to trial

Answer #2 (Chiya bar Rav): Until Shimon receives an "Adrachta" (a document authorizing him to collect from Reuven's property)

Answer #3 (Rav Papa): Until the days of announcing (that court is selling Reuven's property)

Section 2: How Does the Buyer Acquire?

Rami bar Chama's Question:

When we say Reuven bought it for Shimon to keep, how did Shimon ACQUIRE the field?

The document he received is WORTHLESS (Reuven didn't own it at the time)!

Rava's Answer:

The case is: Shimon TRUSTED Reuven to give him the field. With the PLEASURE that Shimon relies on him, Reuven transfers the field.

Rav Sheshes's Challenge:

From a Beraisa: If Levi sold to Yehudah "what I will inherit from my father" or "what will be caught in my trap," this is VOID.

But if he said "what I will inherit from my father TODAY" or "what will be caught in my trap TODAY," it's VALID.

We learn: One cannot sell something not yet in his possession!

Rava's Answer:

One who bought a stolen field RELIED on the seller. He has "Gemiras Da'as" (the resolve needed for acquisition). One who buys a future inheritance is NOT confident of receiving anything.

One who bought a stolen field trusts the seller will get the field for him, so he won't be called a thief. This doesn't apply to inheritance.

Two Versions:

Version #1 (Rashi):

- **R. Aba bar Zavda:** This question is too difficult. There's no answer for it.
- **Rava:** We can answer it (like above).

Version #2 (Ge'onim):

- **R. Aba bar Zavda:** This is a simple question.
- **Rava:** It's very difficult! The buyer of the stolen field relied on the seller; for inheritance, he lacks resolve.

A case occurred in Pumbedisa:

- Rav Yosef said like R. Aba bar Zavda
- Abaye said like Rava

Why Is "Today" Different?

Question: In the Beraisa, why is it different when he says "today"?

R. Yochanan's answer:

"Today" with inheritance: His father is about to die. The rabbis made a rule he can sell his inheritance to honor his father with a proper burial.

"Today" with the trap: The rabbis made a rule the sale is valid to help the trapper support himself.

Rav Huna's Teaching:

Rav Huna citing Rav: If Reuven told Shimon "the field I will buy, when I buy it, it's acquired to you from now," Shimon acquires it!

Rava: Presumably, this is when Reuven didn't specify a particular field. If he did, Shimon would lack resolve (what if the seller won't sell it)?

However, I swear that Rav said so even regarding a PARTICULAR field!

Rav rules like R. Meir, who says one CAN acquire something not yet in the world.

From a Beraisa: If Levi told Leah she'll be betrothed to him after: he or she converts, or he or she is freed, or after her sister (if Levi is married to her sister) or husband dies, or after Leah does Chalitzah - she's NOT betrothed (even after the event occurs).

R. Meir says: She IS betrothed (after it occurs).

Some cases of a woman are like a field (e.g., her husband's death is beyond their control), yet R. Meir says it takes effect!

Section 3: One Who Finds a Document

Shmuel's Rule:

If someone finds a Hakna'ah document (that Shimon owes Reuven), he returns it to Reuven.

Why?

- We're not concerned the loan was never given (Shimon obligated himself anyway!)
- We're not concerned it was paid (then Shimon would have torn it up)

Rav Nachman's Support:

My father was a scribe in Shmuel's court. From my youth, I recall announcements that Hakna'ah documents found in the market should be returned to the lender.

Support (Rav Anan - Mishnah): All documents of court actions should be returned.

This shows we're not concerned they were paid.

Rejection #1 (R. Zeira):

The Mishnah discusses "Chaltasa" documents (saying a lender collected a field as payment), or Adrachta. Payment doesn't apply to such documents.

Rava's objection: Payment DOES apply to them!

Chachamim of Neharda'a: If court allowed a lender to collect a field for payment, the borrower can recover his field if he pays the debt within one year.

Ameimar: I'm from Neharda'a. I hold he can ALWAYS redeem his field!

Rejection #2 (Rava):

For such documents, we're not concerned for payment. If the borrower later paid, he caused his own loss by not tearing the document or demanding a document of (re)sale of his field from the lender.

Legally, the lender doesn't need to return the field. The rabbis obligated him due to "you will do what is straight and good in God's eyes."

This is like a new sale, so a new document should be written.

Regarding loan documents, perhaps the borrower isn't at fault - maybe the lender promised to return the document at his next opportunity, or was holding it until the borrower paid the scribe's fee!

R. Avahu's Rule:

If someone finds a loan document, even if it has a "Henpek," he may not return it.

Why?

- If it has no Henpek → We're concerned the loan was never given
- Even if it has a Henpek → We're concerned it was paid

What's a document with a Henpek? It was validated by court.

R. Yirmiyah's Question:

From the Mishnah: All documents of court actions should be returned!

R. Avahu's answer #1: That doesn't apply to ALL court actions. Only when the borrower was established to be a liar (then he's not believed to say he paid).

Rava's objection: If someone was once established as a liar, will he NEVER pay?!

Rava's answer #2: The Mishnah discusses documents of Chaltasa or Adrachta (like R. Zeira said above).