

OVERVIEW of the Daf

1) Selling property to provide sustenance for the widow

R' Huna and R' Yehudah disagree how often property is sold for a widow's sustenance.

Each opinion is supported by a Baraisa.

Ameimar rules that property is sold every six months and the widow receives sustenance from the buyer every thirty days.

R' Sheishes was asked whether the widow will be able to collect the property sold for her sustenance as payment for her kesubah. The underpinnings of the question are fully explained.

R' Sheishes demonstrated that she could not collect for her kesubah land that was sold to provide sustenance.

This ruling is unsuccessfully challenged.

2) Reversing a sale of property

The Gemara inquires whether a person who sold land can take back the land when he realizes that he no longer needs the money.

Two unsuccessful attempts are made to answer the inquiry.

The Gemara rules that property that was sold because the seller needed money could be repossessed if it turns out that he no longer needs the money.

3) MISHNAH: The Mishnah discusses the issue of selling the deceased husband's property to collect the widow's sustenance and kesubah.

4) Clarifying the opinion of Tanna Kamma

Ulla and R' Yochanan offer different explanations why, according to Tanna Kamma, a widow from אירוסין can sell property to collect her kesubah.

The Gemara identifies a practical difference between these two positions.

Two unsuccessful challenges to Ulla are presented and the matter is left unresolved.

5) MISHNAH: The Mishnah elaborates further on the issue on the processes involved for a widow to collect her kesubah. The Mishnah concludes by identifying which halachos apply to a divorcée.

6) Identifying the Tanna Kamma

It is noted that the Mishnah seems to follow the opinion of R' Shimon who holds that a widow loses her rights to sustenance once she collects even part of her kesubah.

A contradiction between two rulings of R' Shimon is noted.

The Gemara begins a lengthy resolution of the matter. ■

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In loving memory of Rabbi M. Juzint zt'l

Distinctive INSIGHT

Revealing one's mind set, or making a sale conditional

איבעיא להו זבין ולא איצטריכו ליה זוזי הדרי זביני או לא הדרי

The Gemara inquires about a case where a seller sold his property only because he needed funds in order to buy a particular field or merchandise. The purchase he planned to make became unavailable, and he wanted to cancel the original sale of his own land. The question is whether he can claim that his own sale was conditional upon his buying the other land, and now that this has failed, can he demand his field back from his buyer? Rashi explains that the case cannot be where the seller explicitly stated his intentions and made the subsequent availability of the items as a condition. If this was the case, there would be no question that the condition would be binding. Rather, it is simply where "we knew" that the seller's intentions were to buy a particular land or specific merchandise. This awareness on our part is enough for the doubt to arise whether the original sale should be cancelled. Ritva learns that Rashi understands that the seller did not say anything, but we are aware of his situation. Others learn that Rashi means that we know of his intent because he made us aware of his plans to use the cash to buy a specific item, which later became unavailable. But, without any revelation of his mind set (גילוי דעת) at all, his inner thoughts cannot be considered grounds to cancel the sale.

Tosafos clearly holds that the seller must express his intentions verbally in order for the doubt to arise, for without this, his thoughts would be mere דברים שבלב, and they would carry no legal weight. Tosafos points out that there are varying types of cases. In some situations, גילוי דעת is enough to create a doubt, while in others the seller must make an explicit condition before any subsequent developments would be binding. For example, if a person sells his household items in order to move to Eretz Yisroel, and his attempt to move fails, he can go

(Continued on page 2)

REVIEW and Remember

1. How often does a widow receive a stipend for her sustenance?
2. What is the Gemara's ruling concerning one who sold property because he was in need of funds but circumstances changed and he no longer needs the money?
3. What is the dispute between Ulla and R' Yochanan?
4. Explain the principle: מקצת כסף ככל כסף.

HALACHAH Highlight

Reversing a purchase

והלכתא זבין ולא איצטריכו ליה זווי הדרי זבני

The halacha is that if one sold property and no longer needs the money the sale can be rescinded

Shulchan Aruch¹ rules in accordance with our Gemara and adds that in order for the sale to be rescinded the seller must either stipulate explicitly that the sale is conditional or it must be evident that the seller's intent (גילוי דעת) was to sell the property conditionally. Rema² writes that obvious intent allows a person selling land to rescind a sale of land but regarding the sale of movable property the seller must state explicitly that the sale is conditional.

There was once a person who was selling his silver in order to gather the necessary funds to purchase a large vat used to manufacture liquor. The seller made it known that he was selling his silver solely for the purpose of being able to purchase this vat and even stated so at the time of the sale, although he did not go so far as to stipulate this as a condition. After the buyer had paid for the silver but before he took physical possession of it (which does not constitute a completed transaction³) the seller's brother died and left as an inheritance the exact vat that his surviving brother was looking to purchase. The seller wanted to return the buyer's money and keep the silver for himself since he no longer needed the cash to purchase a vat. The question was presented to Chasam Sofer⁴ who ruled that since a legal transaction (קנין) had not occurred, the seller could certainly return the money and does not have to proceed forward with the sale. Furthermore, he is not even subject to the curse (מי שפרע או מחוסר אמנה) that normally is applied to one

(Insight. Continued from page 1)

back and retrieve his items by canceling the sale as long as he had at least expressed his intent, even without a formal condition having been made. If he had simply sold his clothing in order to move to Eretz Yisroel, though, and his move did not materialize, he cannot reverse the sale, for selling clothing is not a clear enough indication that the seller is selling only assuming his move is successful. If גילוי דעת would be a factor here, claims Tosafos, we would never require formal conditions to be made, and every transaction would be contingent upon the whims of the seller.

Tosafos concludes with pointing out that there are some cases where even גילוי דעת is not required, as the circumstances themselves demonstrate that the seller is acting due to specific factors. For example (Bava Basra 132a) where a person heard that his only son had died, and he wrote a gift-document giving everything he owned to his friend. He later heard that his son was, in fact, alive. Here, the gift is cancelled, as it is clear that had he known that his son was alive he would not give away his possessions. ■

who backs out of a transaction that has almost culminated. One of his reasons is that since in the above halacha pertaining to rescinding a sale Shulchan Aruch does not distinguish between land and movable property, it is evident that he does not draw the distinction made by Rema. Consequently, he could assert that halacha follows Shulchan Aruch, and since obvious intent is sufficient to allow the seller to rescind a completed sale it is certainly sufficient to allow a seller to back out of an incomplete sale. ■

1. שו"ע חו"מ סי' ר"ז סעי' ג'.

2. רמ"א שם.

3. שו"ע חו"מ סי' קצ"ח סעי' א'.

4. שו"ת חת"ס חו"מ סי' ק"ב ומובא דבריו בפת"ש סי' ר"ז סק"ה. ■

STORIES Off the Daf

The Winning Ticket

דהווא בצורתא דהוה בנהרדעא זבנינהו כולי עלמא לאפדנייהו לסוף אתו חיטי אמר להו רב נחמן דינא הוא דהדרי אפדני למרייהו

In Eastern Europe before World War I, poverty was rampant. People considered themselves lucky to live in a house of their own, even if the floor was made of dirt. Many would purchase lottery tickets hoping to better their bitter lot in life.

One very poor man got a little windfall and decided to risk it on a lottery ticket. As he waited and dreamed, conditions deteriorated at home. He lacked money

for even the most basic necessities. He decided to sell his ticket. A friend who was equally poor purchased the ticket. Beyond his wildest hopes, the ticket actually won! However, the original owner got word of his good fortune and started making inquiries. He found out that the drawing had actually been before he had sold the ticket! Naturally, the original owner claimed the winnings and the purchaser disputed his claim.

They brought their question to the local Rabbi but he didn't know how to answer. He had no precedent to work with since, to his knowledge, a lottery ticket was not discussed in the Shulchan Aruch and commentaries. He consulted with the Maharsham, zt"l, who replied, "This is actual-

ly a clear Gemara in Kesuvos, 97a. The Gemara teaches that there was a famine in Nehardea and the people all sold their houses to afford the exorbitant prices of wheat. Immediately thereafter they found that there were shiploads of wheat in an often unused part of the harbor, and that it had been there even before they sold their houses. Rav Nachman ruled that the sale was invalid.

The Maharsham continued, "The same is true in our case. If he did not know the drawing had already occurred, it is an invalid sale. However, if the seller did know, he sold with the understanding that if the ticket had already won, he relinquishes all rights to the winnings." ■