

Daf Notes

Insights into the Daily Daf

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Kesuvos Daf 19

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Daily Daf

The *Gemora* had stated: Rav Huna said in the name of Rav: If the debtor admits that he has written the document, there is no need to confirm the signatures (*by the witnesses; and the debtor cannot claim that he has discharged the debt as long as the creditor holds the document*).

Rav Nachman asked him: Why do you act deceitfully? If you hold with Rabbi Meir, say that the *halacha* is in accordance with Rabbi Meir (*instead of making it an independent statement, thus conveying the impression that it is a ruling on which there is no disagreement among the Tannaim*)?

Rav Huna retorted to Rav Nachman: And how do you hold?

Rav Nachman replied: When they come before us in *Beis Din*, we say to them: Go and confirm your documents and then, we can judge (*like the Chachamim who hold that the document must be validated; otherwise, the debtor may claim that he repaid the debt even if he admitted that the document was indeed authentic*). (19a)

Rav Yehudah said in the name of Rav: If one said: This is a deed of trust (*a bill of indebtedness signed on trust, in expectation that the loan, which is stated in the bill as having been advanced, will be advanced at some future date; the debtor trusts the creditor*), he is not believed.

The *Gemora* asks: Who said that it was a deed of trust? If the debtor said it, it is obvious; why would even think that he should be believed? If the creditor said it, may a blessing come upon him! (*Why should he not be believed; he is saying that he didn't lend the money?*) Rather, it must be that the witnesses said it. Then, if their handwriting can be confirmed from another place, it is obvious that they are not believed, and if their handwriting is not confirmed from another place, why should they not be believed (*it is their testimony upon which the validity of the document depends*)?

Rava answers: Indeed, the debtor said it, and it is in accordance with Rav Huna, for Rav Huna said in the name of Rav: If the borrower admits that he has written the document, there is no need to confirm it (*and the debtor cannot now invalidate the document by saying that it*

is a deed of trust even in the absence of attesting witnesses).

Abaye answers: Indeed, the creditor said it, and it is a case where his statement is detrimental to others (*if the creditor is believed that the document is a deed of trust, he will cause harm to others, who are his creditors, if he has no other assets; therefore, he is not believed*). And this is in accordance with Rabbi Nosson, for it has been taught in the following *braisa*: Rabbi Nosson said: How do we know that if one has a claim of a *maneh* against his fellow and that fellow against another fellow, we will take out a *maneh* from this one (*the debtor's debtor*) and give it to that one (*the original creditor*)? It is written: *And he shall give it to the one to whom he is guilty.*

Rav Ashi answers: Indeed, the witnesses said it, and it is in a case where their handwriting was not confirmed from another place; and as to your question: Why should they not be believed? The answer is as stated by Rav Kahana, for Rav Kahana said: It is forbidden for a man to keep a deed of trust in his house, because it is said: *Let not injustice dwell in your tents.*

And Rav Sheishes, the son of Rabbi Idi said: We can infer from the words of Rav Kahana that if witnesses said, "Our words were regarding a matter of trust," they are not believed. This is the reason: Since it is regarded as an injustice, we assume that they will not sign on something that is an injustice. (19a – 19b)

Rabbi Yehoshua ben Levi said: It is forbidden for a man to keep a paid-up bill of indebtedness in his house, because it is said: *Let not injustice dwell in your tents.* (19b)

It has been stated: Concerning a book of Scripture that has not corrected (*from mistakes in the manuscript*), Rabbi Ami said: Until thirty days one is allowed to keep it, from then and further on, it is forbidden to keep it, because it is said: *Let not injustice dwell in your tents.* (19b)

Rav Nachman said: If witnesses said, "Our words were regarding a matter of trust," they are not believed. If they said, "Our words were attended by declaration (*of protest; the witnesses say that the seller protested that he was forced to sell and did not recognize the sale, and that they signed the deed in cognizance of the protest*), they are also not believed.

Mar, the son of Rav Ashi said: If witnesses said, "Our words were regarding a matter of trust," they are not believed. If, however, they said, "Our words were attended by declaration," they are believed, for the following reason: This one (*the document that has the declaration of protest*) was allowed to be written, whereas that one (*the deed of trust*) was not allowed to be written. (19b)