

Daf Notes

Insights into the Daily Daf

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Kesuvos Daf 99

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Daily Daf

A Deviating Agent

The *Gemora* states a different version of the inquiry. Others say: There is no inquiry regarding the following case: If the owner told the agent, “Go and sell for me a *lesech* (half of a *kor*) of my fields,” and the agent went and sold a full *kor*. The agent is certainly adding on to the owner’s instructions (by selling more, and the sale of the *lesech* is valid). The question would be in the following case: If the owner told the agent, “Go and sell for me a *kor* of my fields,” and the agent went and sold only a *lesech*.

The *Gemora* explains: Do we say that the agent will tell him, “It is advantageous for you to sell only half the field because if I would have sold the full *kor* and then you would realize that you do not need the money, you would not be able to retract on the deal”? Or perhaps, the owner will say, “I do not wish to have so many documents saying that I sold a field (now that he will sell the other half with a new document)”?

Rav Chanina from Sura cites a *Mishna* as an attempt to resolve this inquiry. The *Mishna* states: If an owner gave an agent a golden *dinar* and told him, “Buy me a shirt with this money,” but the agent bought a shirt for three *selas* and a cloak for

three *selas* (there are six *selas* in a *dinar*), they both have committed *me'ilah* (it was subsequently found out that the *dinar* was in fact consecrated money; one who has unintentionally benefited from *hekdesh* or removed it from the ownership of the *Beis Hamikdash* has committed the transgression of *me'ilah*, and as a penalty, he would be required to pay the value of the object plus an additional fifth of the value; he also brings a *korban asham*).

Now, if the agent is merely adding to the owner’s instructions (for he meant that not more than a *dinar* should be spent on the shirt), it is understandable why the owner has committed *me'ilah*, for the agent followed his instructions. However, if the agent is violating the owner’s instructions, why has the owner committed *me'ilah*?

The *Gemora* answers: The *Mishna* is discussing a case where the agent bought a shirt that was worth six *selas* at a discounted price of three *selas*.

The *Gemora* asks: If so, why has the agent committed *me'ilah*?

The *Gemora* answers: He has committed *me'ilah* on account of the cloak.

The *Gemora* asks: If so, let us examine the end of the *Mishna*. The *Mishna* states: Rabbi Yehudah says: In this case as well, the owner has not committed *me'ilah*, for he can say, "I wanted a bigger shirt, and you bought for me a small and inferior shirt." (*If we are referring to a case where he purchased the shirt that the owner requested at a discounted price, how can the owner claim that it is small and inferior?*)

The *Gemora* answers: The owner meant that he should have bought a shirt for six *selas* that would be worth even more than twelve *selas*.

The *Gemora* provides support for this explanation from a *braisa*.

The *Gemora* attempts to resolve the original question by citing our *Mishna*: If her *kesuvah* was worth four hundred, and she sold property worth one hundred to one person and property worth one hundred to another, and to the last person, she sold property that was actually worth a *manah* and a *dinar* for just a *manah*, only the last sale is invalid and the others are valid. (*Although the widow has deviated from the instructions of the inheritors by selling less than the intended amount (in the initial three sales), they are nevertheless valid; this would prove that the agent is keeping with the instructions of the owner, and not violating them.*)

The *Gemora* deflects the proof by saying that the *Mishna* can be interpreted using Rav Shisha the son of Rav Idi's explanation. For he said that the *Mishna* may be discussing a case where there were four small parcels of land (*that could not be used by one individual, and obviously were never intended to be sold together*). (99a – 99b)

A Deviating Agent (again)

The ruling in the following case is simple: If a person told his agent, "Sell the field to one person and not to two people," the sale is invalid if the agent sells the field to two people. What is the

halacha if he says, "Sell the field to one person" and he does not specify, "and not to two people"?

Rav Huna says: He meant that it should be sold to one and not to two. Rav Chisda and Rabbah bar Rav Huna says: He meant that it may be sold to two people, and even to a hundred people.

The *Gemora* relates an incident: Rav Nachman came to Sura and Rav Chisda and Rabbah bar Rav Huna came to visit him. They asked him: What is the *halacha* in such a case (*if he says, "Sell the field to one person" and he does not specify, "and not to two people"*)? Rav Nachman responded: He meant that it may be sold to two people, and even to a hundred people. They asked him: Would the *halacha* be the same if the agent made a mistake (*and sold it for less than the value*)? He replied: I was not discussing such a case. They asked him: But didn't you say that there is no law of *onaah* (*price fraud*) in respect to land? Rav Nachman replied: That is correct when the owner made a mistake; however, when the agent made a mistake, he may be told, "You were sent to help my situation, not to make it worse."

The *Gemora* cites a *Mishna* in *Kiddushin* as proof for Rav Nachman's distinction between the owner making a mistake and the agent making a mistake. (99b)

INSIGHTS TO THE DAF

Price Fraud

The Keli Yakar writes that the reason there is no *onaah* (*price fraud*) in respect to land is because land stays forever; even if presently, the land is not worth that price, it will eventually go up. This cannot be said in respect to movable property, for who knows if this particular item will be in existence by the time the price rises.