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## BACKGROUND TO THE DAILY DAF

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daf@dafyomi.co.il, <http://www.dafyomi.co.il>

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## BAVA METZIA 77

*BAVA METZIA 76-77 - Dedicated by Andy & Nancy Neff of Teaneck, N.J. in honor of those who learn the Dafyomi around the world.*

[a - 51 lines; b - 54 lines]

- 1) [line 1] **פסידא דפועלים** PESEIDA D'FO'ALIM - the loss is that of the workers [and he need not pay them anything]
- 2) [line 3] **לדוולא** L'DAVLA - to irrigate [his field] (related to the word "Deli" — a bucket)
- 3) [line 4] **אתא נהרא** ASA NAHARA - if the river [rose and] came [into the irrigation ditches, obviating the need to irrigate the field]
- 4) [line 7] **פסק נהרא בפלגא דיומא** PASAK NAHARA B'FALGA D'YOMA - the river [from which they were drawing water] dried up halfway through the day [due to the water being removed from it]
- 5) [line 7] **לא עביד דפסיק** LO AVID D'FASIK - it is unusual for it to dry up
- 6) [line 8] **בני מתא** BNEI MASA - [the workers] are inhabitants of that city [in which case they should be aware that it is not uncommon for the river to dry up in the middle of the day]
- 7) [line 11] **לעבידתא** L'AVIDTA - to complete a specific job
- 8) [line 11] **שלים** SHALIM - it finished
- 9a) [line 12] **דניחא מינה** D'NEICHA MINAH - that is easier than [the original job]
- b) [line 12] **דכותה** D'CHAVASAH - that is equal [in difficulty] to [the original job]
- 10) [line 13] **מפקד להו** MAFKAD LEHU - he may assign [those jobs] to them
- 11) [line 16] **אכלושי דמחוזא** ACHLUSHEI D'MECHOZA - a) the porters of Mechoza (**RASHI**); b) the ditch diggers of Mechoza (**RAMBAM**, cited by the **GILYON**). Mechoza was a large Jewish trading town in Bavel located on the Tigris River, in which Rava served as Rosh ha'Yeshivah.
- 12) [line 17] **חלשי** CHALSHEI - they become weak
- 13) [line 19] **רבנן** RABANAN - The Rabanan [whose opinion is first expressed in the Beraisa in disagreement with Rabbi Dosa]
- \*14\*) [line 19] **יד פועל על העליונה** YAD PO'EL AL HA'ELYONAH - the workers have the upper hand. More precisely, this means that the workers do not have the lower hand, in that they do not lose any part of their wage under any circumstances (**TOSFOS DH Yad**).
- 15) [line 21] **אייקר עבידתא** AYAKAR AVIDTA - [since they were hired, the value of] the work has appreciated
- 16) [line 21] **אימרו** IMRU - they backed out [of the job]
- 17) [line 22] **פייסינהו** PAISINHU - he appeased them [and convinced them to return]
- 18) [line 22] **מצו** MATZU - they are able
- 19) [line 23] **טפת** TAFAS - you would add
- 20a) [line 26] **זל עבידתא מעיקרא** ZAL AVIDTA ME'IKARA - the work was originally worth less
- b) [line 27] **ואגרינהו בטפי זוזא** V'AGRINHU B'TFEI ZUZA - and he hired them for an additional Zuz [per half of the job at their insistence]

- 21) [line 28] **קם** KAM - it reached
- 22) [line 30] **לא הוה קים לנו** LO HAVAH KIM LECHU - you were not aware [that the value of the work would appreciate]
- 23) [line 31] **השתא קים לנו!** HASHTA KIM LECHU! - it is [only] now that you have become aware [of this, and I never agreed to pay a Zuz above the current going rate]!
- 24) [line 41] **אוזילו אינהו גביה** OZILU INHU GABEI - they gave him a discount
- 25) [line 43] **בציר זוזא** BATZIR ZUZA - one Zuz less [per half of the job]
- 26) [line 47] **פועל יכול לחזור בו אפילו בחצי היום** PO'EL YACHOL LA'CHZOR BO AFILU BA'CHATZI HA'YOM - a worker hired for the day may back out of the agreement even in the middle of the day
- 27a) [line 49] **שכירות** SECHIRUS - the hire of a worker for a specific time period
- b) [line 49] **קבלנות** KABLANUS - the hire of a worker to complete a particular job
- 28) [line 50] **מת לו מת** MES LO MES - a close relative of his (father, mother, brother, sister, son, daughter, or spouse) had died
- 29) [last line] **אחזתו חמה** ACHAZTO CHAMAH - he was seized with a fever or sunstroke

77b-----77b

- 30) [line 2] **מאי איריא ...?** MAI IRYA ...? - why specify ...?
- 31) [line 3] **אניס** ANIS - he is a victim of circumstances beyond his control
- 32) [line 7] **בדבר האבוד** B'DAVAR HA'AVUD - the Beraisa is discussing a case of a job that was time-sensitive
- 33) [line 7] **תנן** TENAN - we learned in [our] Mishnah
- 34) [line 10] **סתם לן תנא** SASAM LAN TANA - the author of our Mishnah ruled anonymously [implying that the Halachah follows this opinion]
- 35) [line 10] **כר' יהודה** K'REBBI YEHUDAH (HA'NOSEN TZEMER L'TZAVA - A Craftsman who Disregards his Instructions)
- (a) Rebbi Yehudah and Rebbi Meir disagree in a case in which a craftsman disregards his instructions and performs a different job instead. The specific case in which they state their opinions is one in which a customer gave unprocessed wool to a dyer with instructions to dye it red, and the dyer instead dyed it black (or vice versa). Rebbi Meir rules that the dyer has acquired the dyed wool through a Shinuy — physically changing its appearance — similar to the way in which a thief acquires an object that he changes (see Background to Bava Kama 19:27). Therefore, the dyer must pay the owner the value of the unprocessed wool, and the dyed wool belongs to him. Rebbi Yehudah maintains that while the dyer does not acquire the dyed wool, neither does he deserve full payment. The owner of the wool must pay him either his expenses (Shevach) (i.e., the value of the dye along with the wood burned under the pot) or the additional value gained by the wool (Yetzi'ah), whichever is less (Mishnah, Bava Kama 100b; also cited on Daf 78b). (This is the explanation of **RASHI**; see Insights to Bava Kama 100:2 for the way in which other Rishonim explain this Machlokes.)
- 36) [line 11] **לאו לאתויי פועל?** LAV L'ASUYEI PO'EL? - is it not to include [even] a worker hired for the day?
- 37) [line 12] **תרתני** TARTEI - two things (namely, that both a Sachir and a Kablan have the lower hand)
- 38) [line 19] **קרקע כנגד מעותי** KARKA KENEGED MA'OSAI - land equal in value to my money [that I have already given you]
- 39) [line 20] **מהיכן מגביהו? מן העידיית** ME'HEICHAN MAGBIHO? MIN HA'IDIS - from where does he collect it? From high-quality land [belonging to the seller]
- 40) [line 24] **זיבורית** ZIBURIS - poor-quality land
- 41) [line 25] **כותב לו** KOSEV LO - [upon the instructions of Beis Din, the seller] writes to [the purchaser]

- 42) [line 27] **הריני נושה בו ח' מאות זוז** HAREINI NOSHEH BO SHEMONEH ME'OS ZUZ - I am owed by him a sum of 800 Zuz
- 43) [line 28] **מחזיר לו את השאר** MACHZIR LO ES HA'SHA'AR - [the seller] may return the rest [of the sum] to [the purchaser]
- 44) [line 31] **מעידית דנכסיו** ME'IDIS D'NECHASAV - [the purchaser] receives the highest-quality land belonging to [the seller]
- 45) [line 30] **ולא יהא אלא ב"ח!** V'LO YEHEI ELA BA'AL CHOV! - let him even be considered as a creditor! (see next entry)
- 46) [line 31] **ב"ח דינו בבינונית** BA'AL CHOV DINO B'VEINONIS (ZIBURIS / BEINONIS / IDIS - Collection of a Debt from Land)
- (a) When one must pay money to another, any object of value may be substituted in its place. If one wishes to transfer ownership of land in place of money, the minimum quality of the land that he may use depends upon the type of payment that he is making. Damages (Nezikin) must be reimbursed only with Idis (high-quality land). Loans (Halva'os) may be repaid with Beinonis (average-quality land). Any debt owed by an orphan, and the value of a Kesuvah (see Background to 17:12), may be paid even with Ziburis (poor-quality land). The Gemara explains the reason for these differences (Mishnah, Gitin 48b, and Gemara ibid.)
- (b) Mid'Oraisa, a loan may be repaid from Ziburis. The Rabanan instituted that a borrower pay back with Beinonis so that prospective lenders not be discouraged from lending their money. This is referred to as "she'Lo Tin'ol Deles Bifnei Lavin" — "so as not to close the door before borrowers". Our Gemara assumes that this concern does not apply to our case, since a seller does not usually suspect that a purchaser who has given a down payment will back out of the deal. Therefore, the Gemara asks, "Even if the seller has the benefit of a borrower who may collect from Beinonis, he still should not receive Idis!"
- 47) [line 31] **הא ארעא דיהיב זוזי!** HA AR'A D'YAHIV ZUZEI! - there is the land for which he paid money! [Should not any land that he receives come from that tract?]
- 48) [line 33] **שבה** SHE'BAH - of [the land for which he gave a down payment]
- 49) [line 35] **דזבין** D'ZAVIN - who purchases
- 50) [line 35] **אזולי מוזיל ומזבין נכסי'** OZULEI MOZIL U'MAZBIN NICHSEI - sells his possessions [in order to purchase the land] at a discounted price
- 51) [line 36] **ניזק** NIZAK - one who caused damage (see above, entry #46)
- 52) [line 40] **ערבון** ERAVON - a security; in this case, a down payment
- 53) [line 41] **הלה** HALAH - the other person (here, the seller)
- 54) [line 41] **אכפול לך ערבונך** ECHPOL LECHA ERVONCHA - I will double your security [and return it to you]
- 55) [line 42] **אסמכתא קניא** ASMACHTA KANYA
- (a) An "Asmachta" — lit. "reliance" — is an promise made in an attempt to assure another that one can be relied upon. In offering the Asmachta, he guarantees that if he does not follow through on that which he promised, then he will give more than what he truly must. Indeed, one who promises an Asmachta has no plans on actually reaching the point at which the stipulation that he made will take effect. For example, Reuven owes Shimon 100 Zuz. He then repays fifty of them. At that point, the document recording the loan is handed to a third party who is aware that half of it has been repaid. Reuven then promises Shimon that if he does not pay the remaining half within a certain period of time, then Shimon may reclaim the document and collect the entire sum of the loan. He makes such a promise in an attempt to convince Shimon of the gravity of his intention to repay within the specified period. Another example of an Asmachta is that which people put up money when gambling. None of the gamblers expect to lose their money; they offer it only to convince the other to offer his money as well.
- (b) Rebbi Yosi rules that "Asmachta Kanya" — such a promise is effective to obligate one in paying that which he promised if the terms are met. The Chachamim disagree and maintain that "Asmachta Lo Kanya", since he never truly planned on paying when he promised to do so (Mishnah, Bava Basra 168a).
- 56) [line 43] **דיי** DAYO - it is enough
- 57) [line 44] **ערבוני יקון** ERVONI YIKON - a) my security should acquire [the entire sale — which is impractical — as opposed to merely serving as a down payment] (**RASHI**); b) you should acquire my security [if I back out, and I should acquire double it if you back out] (**TOSFOS** to 48b DH bi'Zman)

- 58) [line 46] **הא דקא עייל ונפיק אזוזי** HA D'KA AYIL V'NAFIK A'ZUZEI - that [which the Beraisa teaches that even when the sale was not transformed into a loan it is considered to have been completed is in a case] in which [the seller] is pressing [the purchaser] for [the rest of] his money [in which case it is apparent that he only wished to sell because he needed money]
- 59) [line 48] **דאזפיה** D'OZFEI - who owes
- 60) [line 48] **פרעיה זוזא זוזא** PAR'EI ZUZA ZUZA - he repays him one Zuz at a time
- 61) [line 50] **אפסדתינהו מינאי!** AFSADTINHU MINAT! - you have caused me to lose them!; i.e., I have spent each Zuz as I received it, and now have nothing to show for my 100 Zuz!
- 62) [line 50] **חמרא** CHAMARA - a donkey
- 63) [line 50] **פש ליה חד זוזא** PASH LEI CHAD ZUZA - one Zuz [of the payment] was left [outstanding]
- 64) [line 51] **כי האי גוונא** KI HAI GAVNA - such a case [in which such a small amount is left outstanding, and the seller presses the purchaser for it]
- 65) [last line] **תתרגם שמעתוך במוכר שדהו מפני רעתה** TETARGEM SHEMAITICH B'MOCHER SADEHU MI'PNEI RA'ASAH - explain your ruling [that you heard in the name of Rava to apply in a case] in which he sold his field due to its poor quality [in which case we may assume that he is happy to be rid of it, and he is pressing the purchaser for money merely to insure that he receives the entire sum that had been promised him]