

14.10.2

91a (משנה ב') → 93a (ואשלם לך)

- I כתובת ב"ד requirement of מותר דינר to effectuate משנה ב'
- a if man has 2 wives who predecease him and upon his death there is exactly the value of both כתובות
- i *ruling*: divide equally (ב"דסח)
- b if there is a surplus beyond the value of the כתובות - collect their respective mothers' כתובות and divide rest equally
- i details of מותר דינר:
- 1 if heirs (of larger כתובה) agree to value the estate as a דינר more than its assessed value – we ignore them and follow the ב"ד's assessment
  - 2 moneys that will only fall to heirs after a time aren't reckoned for מותר דינר
  - 3 קרקע מותר דינר: ר"ש
  - 4 מותר דינר fixed at time of death → if there was מותר דינר and then the estate depreciated, we effectuate ב"ד כתובת; if there wasn't מותר דינר and estate appreciated, we do not effectuate it
- c possibly related anecdotes:
- i man owed 1000, sold 2 parcels of land (to single buyer) for 500 each
- 1 בע"ח seized one, came to seize the other, and the buyer brought him 1000 זוז, saying:
    - (a) *either*: accept the first plot as worth 1000
    - (b) *or*: take the 1000 and leave the land
  - 2 רב"ח *thought*: analogous to our משנה (יתומים) cannot accept greater value to effectuate ב"ד כתובת
  - 3 לבא dissimilar (here it is acceptable) – in this case, noone is cheated (unlike our cases, where heirs of small כתובה have reduced ירושה as a result)
  - 4 *note*: if he accepts the land, at what rate is the seizure reckoned (for purposes of reparations to לוקח)?
    - (a) לבא 1000
    - (b) לבא עניא 500
  - 5 (parallel case with 100 זוז and 2 plots, each worth 50)
- ii related cases:
- 1 man owed 100 and died, leaving a field worth 50
    - (a) בע"ח seized field; heirs paid him 50 and he resealed it, claiming that they have a מצוה to clear their father's debts and the 50 they paid was for 1/2 the debt
    - (b) *ruling*: his claim is valid as long as they didn't declare that the 50 was for the field
  - 2 man sold interest in his mother's כתובה for a small amount (speculation)
    - (a) *condition*: if mother challenges the sale, buyer has no claim nor refund
    - (b) mother died without protest, son protested "in her place"
      - (i) *ruling*: רב"ח thought that he is אמרום סתו → אחריות (→ no refund)
      - (ii) לבא he **did** accept his own אחריות and refunds the money (but sale is reversed)
- iii *rulings*:
- 1 רב"ח: if A sold קרקע to B w/o אחריות and B sold it back to A באחריות and a בע"ח of A seized the field
    - (a) *ruling*: B should have to pay A for the field (!?)
    - (b) *rejection*: (רבא) – B did accept אחריות re: the rest of the world (i.e. debts claimed of him from others) but he didn't accept אחריות for A's creditors
    - (c) *however*: רבא will agree that if A inherited land, then sold to B etc. as above –
      - (i) *Circumstance*: a creditor of A's father collected the land
      - (ii) *Ruling*: B must repay A, since A's father (and his creditors) is בע"ח דעלמא
  - 2 רב"ח: if A sold a field to B and instead of accepting payment, wrote a שט"ח for the payment
    - (a) *then*: A died, his creditor came to collect the field from B & B paid him off to leave the field
    - (b) *ruling*: heirs of A can claim that the debt was מטלטלין which are not משתעבד and B has no claim for compensation from them
    - (c) *note*: (רבא) if B is clever, when the heirs claim the debt back, he should give them the land, then claim it back from them under אחריות of his settling the other debt,
      - (i) *As per*: ר' נחמן – if heirs collect land as payment for a debt owed their father, that land can be משתעבד to a בע"ח

- 3 רבה: if A sold all his land to B (in 1 שטר) and B sold one parcel to C and a creditor of A came to collect (keep in mind that a בע"ח has claim on all lands, but his proper payment is בינונית)
- (a) *ruling*: creditor can collect from either B or C
  - (b) *caveat*: only if C bought בינונית and B didn't have any בינונית left
  - (c) *else*: in either of those cases, C can claim that that's why he didn't take בינונית or why he left בינונית with B – for collection
- 4 אביי: if A sold land to B w/אחריות and A's creditor comes to seize land from B
- (a) *ruling*: A can force creditor to take payoff
  - (b) *reason*: A is still an interested party, since he doesn't want B to come back to him for reparation
  - (c) *perhaps*: even if there was no אחריות, since A is still an interested party as he doesn't want B to have complaints against him
- 5 אביי: if A sold a field to B without אחריות and then a challenge was raised about A's ownership
- (a) *ruling*: if B hadn't yet taken possession (and hadn't paid), he can renege
  - (b) *however*: if he had already taken possession, he cannot renege –
    - (i) *perhaps*: even if the field was sold *with* אחריות:
    - (ii) *reason*: A can demand that B show him the writ of seizure and until then not pay him