20.9.10
102a (ר' יהדה אומר) → 103a (ואין עושין אמנה בדמים)

I Revisiting the dispute between ר' יהודה and ר"מ in our משנה – a mistake made by an artisan
- a ר' הונא: הלכה follows ריב"ק and ר"י: (ר' יהודה in our משנה)
  - i ריב"ק – we may not sue for a debt from pagans within 3 days of their holidays – unless its an oral debt
    - 1 *Reason*: we're saving what we can
  - ii ר' יוסף: no need to teach הלכה כר"י – it's a מחלוקת (here) followed by a סתם (in ב"מ – ב:ו), dictating that whoever changes terms of a contract etc. has the lower hand in remuneration
  - iii ר' הונא – ב"ק and ב"מ are separate מסכתות, editorial rule of מחלוקת ואח"כ סתם doesn't apply
    - 1 ר' יוסף: it's all מסכת נזיקין
    - 2 OR: because that משנה (ב"מ ו:ב) is הלכתא פסיקתא; no need to confirm הלכה כר"י
- b *(possibly) parallel dispute*: an agent who violates his agency
  - i *If*: an agent was sent (as an invested partner) to buy wheat and bought barley
    - 1 *ברייתא1*: all losses and gains that accrue are to the agent's account
    - 2 *ברייתא2*: losses accrue to agent; gains are split (as per partnership agreement)
      - (a) *Suggestion (ר' יוחנן)*: #1 is שנוי קונה – ר"מ; #2 is שנוי אינו קונה – ר' יהודה
        - (i) *Challenge (ר"א)*: perhaps they're both ר"מ – (his position is only in re: case where original item had inherent value) - #1 is if it was bought for eating; #2 – if bought as investment
        - (ii) *Note*: in א"י, they rejected ר' יוחנן's take on ר' יהודה – who informed the wheat seller that he was buying for the dispatcher (that he should share the profits)?
          1. *Block*: then this would be true even if the agent purchased according to agreement
          2. *Response*: in that case, since he bought what he was supposed to, he is considered יד בעלים
             a. *Proof*: if someone is מקדיש his property, the הקדש has no claim on the dye in his wife's or children's clothes
                i. *Observation*: who told the dyer that he was dyeing for his wife/children?
                ii. *Rather*: he is their agent
                iii. *Challenge*: perhaps it is because when someone is מקדיש, he doesn't intend his wife's clothing to be included
                iv. *Rejoinder*: since when does he intend his own תפילין to be included – yet they are
                v. *Response*: indeed, he does intend his own תפילין (thinking he's acting meritoriously) but not his family's clothing (to avoid enmity)
                vi. *Block*: in the case of ערכין, he himself can be held as collateral – which he didn't intend
                vii. *Rather*: in the case of wife's clothing, we consider as if he already gave it to them (before the הקדש)
  - ii *Related ruling*: if someone buys a field "for a friend", he isn't forced to sell; but if he stipulated so, he must sell
    - 1 *Meaning #1*: if he bought, invoking the name of the ריש גלותא, we don't force ריש גלותא to resell it to him; but if the sale was stipulated thus, he must resell to him
      - (a) *Rejection*: how did ריש גלותא become the owner here? Apparently contradicts approach in א"י (above)
    - 2 *Rather*: if someone buys for himself, invoking a friend's name (such as ריש גלותא),, the seller need not resell it to him in his own name; but if it was sold על מנת, he must do so
      - (a) *Challenge*: רישא is obvious –
        - (i) *answer*: buyer can show that he obviously wanted it for himself – קמ"ל
      - (b) *Challenge*: סיפא is obvious
        - (i) *Answer*: seller could have said that he thought it referred to another שטר already written – קמ"ל
  - iii *Story*: ר' כהנא sent someone to buy flax; it went up and the owners sold it for him (giving him a profit)
    - 1 *Question*: he asked if he may accept the money
    - 2 *רב's answer*: only if, when buying it, the agents stipulated that it was for רב כהנא
    - 3 *Reason*: it appears like רבית: עושין אמנה בפירות, ואין עושין אמנה בדמים

