

22.3.15

47b (שזה ניתן ליכתב וזה לא ניתן ליכתב) → 49a (א"ר הונא תלויהו זבין)

1. אם עלה קרבנו מן הבקר זכר תמים יקריבנו אל פתח אהל מועד יקריב אתו לרצונו לפני ה': ויקרא א, ג

### I הונא's ruling re: coerced sale ("תלויהו זבין") – valid

- a *source/reasoning:*
- i *suggestion 1:* all sales are ultimately driven by coercion
    - 1 *rejection:* perhaps internal coercion is different than externally driven coercion
  - ii *suggestion 2:* as per v.2 – coerced offerings are considered "voluntary"
    - 1 *rejection:* perhaps he ultimately does want to bring it to achieve כפרה
  - iii *suggestion 2a:* ruling in re: גט מעושה
    - 1 *rejection:* he ultimately wants to do "the right thing" and obey חכמים's decision
  - iv *answer:* since he was forced, he (internally) resigns himself to the sale and completes it "willingly"
    - 1 *challenge (רב יהודה):* if so, why is a גט which is coerced by a non-Jewish court invalid (unless they are enforcing רב's decision)?
      - (a) *Answer (from משרשיא ר'): מה"ת:* such a גט is valid; חכמים invalidated it to prevent Jewish women going to non-Jewish court and forcing a גט
      - 2 *Challenge (ר' המנוא):* the rule of Sicarii (גיטין ה:) – purchase from בעה"ב after buying land from סיקריקון is invalid
        - (a) *Answer:* as per רב, this is simply – he does validate confirming קנין from real owner if he commit to it בשטר
          - (i) *But:* according to שמואל, who requires אחריות in the שטר – why isn't it valid?
            - (ii) *Answer:* שמואל agrees that it is valid if the buyer pays the בעה"ב
              - 1. *however:* according to ר"נ, who disallows sale even in that case (only credits גולן with the cash)
              - 2. *answer:* ר' הונא isn't bound to accept ר"נ's ruling and, indeed, he rejects it
- b *Ruling (רבא):* follows הונא ר'
- i *Exception:* if the אנס forces him to sell "this field" – invalid (only valid if he forced him to sell "a field" and the buyer chose which one to sell)
  - ii *However:* if he demands "this field" but the "seller" counts out the money - indicates willingness → valid
  - iii *And:* if the "seller" could have gotten out of the situation but didn't – even "this field" is valid
- c *Final ruling:* follows רב הונא in all cases
- i *Even:* "this field",
    - 1 *and:* if he didn't count the money and
    - 2 *and:* he couldn't "wiggle out" of the situation
  - ii *Support:* if a woman is forced to accept קידושין, this is valid (אמימר)
    - 1 *And:* she is akin to "this field"
    - 2 *However (רב אשי):* in such a case, קידושין are certainly (practically) invalid
      - (a) *Reason:* he behaved improperly, חכמים act in kind with him
        - (i) *Mechanism:* אפקעינהו – דבינא – how do we explain ביאה – ר' אשי – they treat it as בעילת זנות
- d *Story:* רבא was signed on both the שטר מכר of a coerced sale and on the מודעה protesting the sale
- i הונא ר': both signatures are valid – since he maintains that coerced sales are valid, the signature on שטר מכר is valid
    - 1 *challenge:* ruling of ר"נ - if witnesses claim that the שטר they signed was either אמנה (invalid for collection) or מודעה (signed under duress) – we don't believe them
      - (a) *explanation:* why do we accept רבב"ה's signature on the שטר מודעה?
    - 2 *Answer:* if they aver that it was מודעה, we don't accept it; but if they signed a שטר מודעה, we do believe them
      - (a) *Reason:* the 2<sup>nd</sup> שטר has the power to uproot the first one
    - 3 *Note:* מודעה היו דברינו ר' אשי dissents from ר"נ's ruling and allows for דברינו
      - (a) *Reason:* אין אדם משים עצמו רשע אין אדם משים עצמו רשע was never to be signed; their admission fails due to רשע
        - (i) *However:* the coerced שטר was legitimately written; their admission to דברינו carries no "stigma" with it