יֵימַר בַּר חָשׁוּ הֲוָה מַסֵּיק בֵּיהּ זוּזֵי בְּהַהוּא גַּבְרָא. שְׁכִיב, וְשָׁבֵיק אַרְבָּא. אָמַר לֵיהּ לְשׁלּוּחֵיהּ: זִיל תָּפְסֵהּ נִיהֲלֵיהּ. אֲזַל תָּפְסֵהּ. פָּגְעוּ בֵּיהּ רַב פַּפָּא וְרַב הוּנָא בְּרֵיהּ דְּרַב יְהוֹשֻׁעַ, אָמְרוּ לֵיהּ: אִתְּ תּוֹפֵס לְבַעַל חוֹב בְּמָקוֹם שֶׁחָב לַאֲחֵרִים, וְאָמַר רַבִּי יוֹחָנָן: הַתּוֹפֵס לְבַעַל חוֹב בְּמָקוֹם שֶׁחָב לַאֲחֵרִים

The Gemara relates another incident: A man called **Yeimar bar Ḥashu was owed money by a certain man** who **died and left** behind **a boat.** Yeimar bar Ḥashu **said to his agent: Go** and **seize** the boat **for me.** The agent **went** and **seized it. Rav Pappa and Rav Huna, son of Rav Yehoshua, encountered him. They said to him: You are seizing** assets **for a creditor in a situation** where your action will cause **a disadvantage for others,** as the debtor owed money to other people as well. **And Rabbi Yoḥanan said** that **one who seizes** assets **for a creditor in a situation** that will result in **a disadvantage for others**[H]

HALAKHA

One who seizes assets for a creditor in a situation that will result in a disadvantage for others – הַתּוֹפֵס לְבַעַל חוֹב בְּמָקוֹם שֶׁחָב לַאֲחֵרִים: If someone borrowed money from several people and is unable to pay them all back, and someone else seizes his movable property with the intention of acquiring it for one of the creditors, his action is not effective. This is because one who seizes assets for a creditor in a situation that will result in a disadvantage for others has not acquired the property, as stated by Rabbi Yoḥanan. In this regard, even if the one who seized the property was acting as the creditor's agent, and even if the creditor authorized him to do so, he has not acquired the object. A steward, however, is considered an extension of the creditor, and he can therefore acquire the property on his behalf (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 20:2; *Shulḥan Arukh*, *Ḥoshen Mishpat* 105:1).

Perek **IX**
Daf **85** Amud **a**

לֹא קָנָה. תְּפָסוּהָ אִינְהוּ, רַב פַּפָּא מִימְלַח מַלּוּחֵי, רַב הוּנָא בְּרֵיהּ דְּרַב יְהוֹשֻׁעַ מִמְּתַח לָהּ בְּאַשְׁלָא. מָר אֲמַר: אֲנָא קָנֵינָא לָהּ לְכוּלָּהּ, וּמָר אָמַר: אֲנָא קָנֵינָא לָהּ לְכוּלָּהּ.

has not acquired[N] it. He cannot act to the detriment of others without their consent, and his acquisition harms the other creditors. Those Sages were also owed money by that same man, so **they** both **seized** the boat for himself. **Rav Pappa steered** it **with an oar,** while **Rav Huna, son of Rav Yehoshua, pulled it with a rope.** This **Sage said: I acquired all of it; and** that **Sage said: I acquired all of it.**

פָּגַע בְּהוּ רַב פִּנְחָס בַּר אַמִּי, אֲמַר לְהוּ: רַב וּשְׁמוּאֵל דְּאָמְרִי תַּרְוַיְיהוּ: וְהוּא שֶׁצְּבוּרִין וּמוּנָּחִין בִּרְשׁוּת הָרַבִּים. אֲמַר לְהוּ: אֵנַן נַמִּי מֵחֲרִיפוּתָא דְּנַהֲרָא תְּפֵיסְנָא.

Rav Pineḥas bar Ami encountered them and **said to them:** What of the opinion of **Rav and Shmuel, who both say: And this,** that whoever first takes possession has acquired them, is the *halakha* **provided that** the items are **arranged in a pile and placed in the public domain,** which is not the case with this boat? **They said to him: We too seized it from the current of the river,** i.e., the middle of the river, which has the status of a public domain.

אָתוּ לְקַמֵּיהּ דְּרָבָא. אֲמַר לְהוּ: קָאקֵי חִיוְרֵי מְשַׁלְּחֵי גְּלִימֵי דְּאֵינָשֵׁי! הָכִי אֲמַר רַב נַחְמָן: וְהוּא שֶׁתְּפָסָהּ מֵחַיִּים.

They came before Rava to ask him who had acquired the boat. **He said to them:** You are **white geese** [*kakei ḥivvarei*],[L] in reference to their white beards, **who remove people's cloaks,** i.e., your actions were unlawful from the start. **This is what Rav Naḥman said: And this,** that whoever takes possession has acquired them, is the *halakha* **provided that one seized** them **from** the debtor **while** he was **alive.** In this case, however, the boat was seized after the debtor's death, when the heirs had already taken possession of it.

אֲבִימִי בְּרֵיהּ דְּרַבִּי אַבָּהוּ הָוֹו מַסְּקֵי בֵּיהּ זוּזֵי בֵּי חוֹזַאי. שָׁדְרִינְהוּ בְּיַד חָמָא בְּרֵיהּ דְּרַבָּה בַּר אַבָּהוּ. אֲזַל פָּרְעִינְהוּ, אֲמַר לְהוּ: הָבוּ לִי שְׁטָרָא! אָמְרוּ לֵיהּ: סִיטְרָאֵי נִינְהוּ.

The Gemara relates another incident: **Avimi, son of Rabbi Abbahu, owed money** to people from **Bei Ḥozai. He sent** the money **in the possession of Ḥama, son of Rabba bar Abbahu,** who **went** and **paid** the money that Avimi, son of Rabbi Abbahu, owed, and he then **said to** the people from Bei Ḥozai: **Give me** back **the document** that shows that the person who sent me owes you money. **They said to him:** The money that you paid us **was for side** debts,[H] i.e., money from a different debt, which was not written in a document. We accepted the money from you as payment of that debt. We will therefore not return the document to you, as he has yet to pay off the debt listed in the document.

NOTES

Has not acquired – לֹא קָנָה: Rabbeinu Tam and *Tosafot* state that in general one is able to acquire something on behalf of someone else based on a *miggo* claim. Since one can acquire something for himself, he can also do so for others. Here, however, such a claim does not apply. *Tosafot* note that this appears to contradict Rabbi Yoḥanan's own ruling that if one lifts a found item on behalf of another, the other acquires the item. The Ramban and the Ran explain in greater detail the answer alluded to by *Tosafot*: A found item is ownerless, and one who lifts it can therefore acquire it either for himself or for others. Here, however, since the item is also liened for other debts, the agent cannot acquire it for himself, as he has no rights to it. Consequently, he also cannot acquire it on behalf of someone else.

LANGUAGE

White geese [*kakei ḥivvarei*] – קָאקֵי חִיוְרֵי: Rashi translates *kakei* as geese. However, as explained in the *Arukh*, this word has a different meaning, at least in the *Targum*. *Targum Yonatan*, the *Targum* of Eretz Yisrael, explains that the non-kosher bird called the *ka'at* (Deuteronomy 14:17) is the *kaka ḥiurta*. There are also several opinions concerning the precise identification of the *ka'at*. Some assert that it is the pelican, while others claim that it is one of the nocturnal birds of prey, e.g., the owl.

HALAKHA

They said to him, the money was for side debts, etc. – אָמְרוּ לֵיהּ: סִיטְרָאֵי נִינְהוּ וכו': Someone presents a ratified document stating that another owes him money, and the defendant says that he paid the debt. In such a case, if the claimant admits that he received the money but says it was for a different loan, given by oral agreement, and the document still records an unpaid debt, then, if the money was not returned in the presence of witnesses, the claimant is deemed credible. The document is still valid and can be used to collect money without an oath if the document grants credibility, or with an oath if it does not. This *halakha* is in accordance with Rabbi Abbahu's ruling.

However, the debtor can later sue the creditor for taking money from him unlawfully, in which case the creditor must take an oath of inducement (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 14:9; *Shulḥan Arukh*, *Ḥoshen Mishpat* 58:1).

אֲתָא לְקַמֵּיהּ דְּרַבִּי אַבָּהוּ. אֲמַר לֵיהּ: אִית לָךְ סָהֲדֵי דִּפְרַעְתִּינְהוּ? אֲמַר לֵיהּ: לָא. אֲמַר לֵיהּ: מִיגּוֹ דְּיכוֹלִין לוֹמַר: ״לֹא הָיוּ דְּבָרִים מֵעוֹלָם״ יְכוֹלִין נַמִּי לְמֵימַר סִיטָרֵי נִינְהוּ.

This case **came before Rabbi Abbahu. He said to** Ḥama, son of Rabba bar Abbahu: Do **you have witnesses that you paid them? He said to him: No.** Rabbi Abbahu **said to him: He could have made a more advantageous claim** [*miggo*]. **Since they can say: These matters never occurred,** i.e., you never paid them anything, **they can also say: These are side** debts. Therefore, you cannot demand from them either the money or the document.

לְעִנְיַן שַׁלּוּמֵי שָׁלִיַח מַאי? אֲמַר רַב אַשִׁי: חָזֵינַן, אִי אֲמַר לֵיהּ ״שְׁקוֹל שְׁטָרָא וְהַב זוּזֵי״ – מְשַׁלֵּם: ״הַב זוּזֵי וּשְׁקוֹל שְׁטָרָא״ – לָא מְשַׁלֵּם.

The Gemara asks: **With regard to the payment of the agent, what** is the *halakha*? Must the agent reimburse the one who appointed him for his loss? **Rav Ashi said: We see** that **if** the one who appointed him **said to him: Take the document** from them **and give** them **money,** then the agent disobeyed his instructions by first paying the money and must **pay** back the one who appointed him. If, however, the one who appointed him said to the agent: **Give** the **money and take the document, he does not pay,** as the one who appointed him was not particular about instructing the agent to take the document before giving them money.

וְלָא הִיא – בֵּין כָּךְ וּבֵין כָּךְ מְשַׁלֵּם. דַּאֲמַר לֵיהּ: לְתַקּוּנֵי שְׁדַרְתִּיךְ וְלָא לַעֲוָותֵי.

The Gemara comments: **And this is not so;** Rav Ashi's ruling is not accepted as *halakha*. **Whether** the instructions were given in **this** manner **or whether** the instructions were given in **that** manner, the agent must **pay, as** the one who appointed him can **say to him: I sent you to** act for **my benefit,**[H] **and not to my detriment.** His right to act as an agent did not extend to a case where it was to the detriment of the one who designated him.

הַהִיא אִיתְּתָא דְּהָווּ מִיפַּקְדִי גַּבַּהּ מְלוֹגָא דְּשִׁטָרֵי. אָתוּ יוֹרְשִׁים, קָא תָּבְעֵי לֵיהּ מִינַּהּ. אָמְרָה לְהוּ: מַחַיִּים תָּפֵיסְנָא לְהוּ. אֲתַאי לְקַמֵּיהּ דְּרַב נַחְמָן. אֲמַר לָהּ: אִית לֵיךְ סָהֲדֵי דְּתָבְעוּהָ מִינֵּיךְ מַחַיִּים וְלָא יְהָבִית נִיהֲלֵיהּ? אֲמַר לֵיהּ: לָא, אִם כֵּן הָוֵי תְּפִיסָה דְּלַאֲחַר מִיתָה, וּתְפִיסָה דְּלַאֲחַר מִיתָה – לֹא כְּלוּם הִיא.

The Gemara relates another incident: There was **a certain woman who had a bag** [*meloga*][L] full **of documents deposited with her. The heirs came** and **claimed it from her. She said to them: I seized** the bag of documents from the deceased **while** he was **alive,** as he owed me money. **They came before Rav Naḥman** for judgment. **He said to her:** Do **you have witnesses that** the deceased **claimed** the bag **from you while** he was **alive**[H] **and you did not give it to him? She said to him: No,** I do not have witnesses to this effect. He replied: **If so, this is** considered a case of **seizing** property **after death, and seizing after death is nothing.** As stated earlier, seizing property to recover a debt is effective only when done during the lifetime of the debtor. It is ineffective once he is dead and others have inherited his property.

הַהִיא אִיתְּתָא דְּאִיחַיְּיבָא שְׁבוּעָה בֵּי דִּינָא דְּרָבָא. אָמְרָה לֵיהּ בַּת רַב חִסְדָּא: יָדַעְנָא בָּהּ דַּחֲשׁוּדָה אַשְׁבוּעָה. אַפְּכָהּ רָבָא לִשְׁבוּעָה אַשְׁבְּנִגְדָּהּ.

The Gemara relates another incident: There was **a certain woman who was obligated** to take **an oath** in order to avoid payment **in Rava's court. The daughter of Rav Ḥisda**[P] **said to** Rava, her husband: **I know that she is suspect with regard to** taking a false **oath. Rava reversed** the obligation of **the oath** so that it fell **onto the other** party, who now had the option of taking an oath that the woman owes him money and collecting his debt. This is how to act when the court does not trust the one who is obligated to take an oath.

זִימְנִין הָווּ יָתְבִי קַמֵּיהּ רַב פַּפָּא וְרַב אַדָּא בַּר מַתָּנָא, אַיְיתוּ הַהוּא שְׁטָרָא גַּבֵּיהּ. אֲמַר לֵיהּ רַב פַּפָּא: יָדַעְנָא בֵּיהּ דִּשְׁטָרָא פָּרִיעָא הוּא. אֲמַר לֵיהּ: אִיכָּא אִינִישׁ אַחֲרִינָא בַּהֲדֵיהּ דְּמָר? אֲמַר לֵיהּ: לָא. אֲמַר לֵיהּ: אַף עַל גַּב דְּאִיכָּא מָר – עֵד אֶחָד לָאו כְּלוּם הוּא.

The Gemara continues: **On** another **occasion, Rav Pappa and Rav Adda bar Mattana were sitting before** Rava. **A certain document was brought before** Rava to be examined in court. **Rav Pappa said to** Rava: **I know about this document, that it** records a debt that has already been **paid.** Rava **said to him: Is there another person** who can testify **with** the **Master** about the document? **He said to him: No,** I am the only one who knows. Rava **said to him: Although there is** the **Master** here who attests that the document has been paid, **one witness is nothing.**

אֲמַר לֵיהּ רַב אַדָּא בַּר מַתָּנָא: וְלֹא יְהֵא רַב פַּפָּא כְּבַת רַב חִסְדָּא? בַּת רַב חִסְדָּא – קִים לִי בְּגַוָּויהּ, מָר – לָא קִים לִי בְּגַוָּויהּ.

Rav Adda bar Mattana said to Rava: **And should Rav Pappa not be** trusted **like Rav Ḥisda's daughter,** who as a woman is disqualified from testimony? Rava replied: I relied on **Rav Ḥisda's daughter** because **I know with certainty about her** that she is always truthful. However, I cannot rely on the **Master** because **I do not know with** the same degree of **certainty about him** that he is always truthful, and I cannot rule on the basis of one witness unless I have complete certainty.

HALAKHA

I sent you to act for my benefit – לְתַקּוּנֵי שְׁדַרְתִּיךְ: If a debtor's agent paid off his debt without witnesses, and the creditor subsequently claims that he accepted the money as payment for a different debt and refuses to give back the document, then the agent must reimburse the one who appointed him for the loss he caused him, in accordance with the conclusion of the Gemara (Rambam *Sefer Kinyan*, *Hilkhot Sheluḥin VeShutafin* 1:6; *Shulḥan Arukh*, *Ḥoshen Mishpat* 58:1).

Do you have witnesses that they claimed the bag… while he was alive – אִית לָךְ סָהֲדֵי דִּתְבָעוּהָ...מַחַיִּים: If one deposited documents with someone and died, and the bailee says that he has seized possession of the documents as payment for debts owed to him by the deceased, if there are witnesses that the depositor had requested the documents and he had refused to give them back, it is considered as if they were seized during his lifetime. If not, it is considered as if the bailee had seized the documents after his death, an act that is of no account. This ruling is in accordance with the opinion of Rav Naḥman (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 11:8; *Shulḥan Arukh*, *Ḥoshen Mishpat* 64:1).

LANGUAGE

Bag [*meloga*] – מְלוֹגָא: Apparently from the Greek μολγός, *molgos*, meaning leather bag.

PERSONALITIES

The daughter of Rav Ḥisda – בַּת רַב חִסְדָּא: Rav Ḥisda's daughter and Rava knew each other from childhood. She first married Rami bar Ḥama, who was Rava's friend and colleague, but after his passing she married Rava, who had become a widower. On numerous occasions, the Talmud records their close relationship. According to these stories, Rava relied on her judgment both because of her upbringing in the home of Rav Ḥisda, who was one of the leading Sages of his generation, and because of her own principled and exemplary character.

אָמַר רַב פַּפָּא: הָשְׁתָּא דְּאָמַר מָר: ״קִים לִי בְּגַוויהּ מִילְּתָא הִיא, כִּגוֹן אַבָּא מָר בְּרִי דְּקִים לִי בַּגַּוויהּ – קָרְעָנָא שְׁטָרָא אַפּוּמֵּיהּ.

Rav Pappa said: Now that the Master, Rava, **has said** that the claim: **I know with certainty about him, is** a significant **matter,** i.e., a claim that can be used in court,[H] if a judge knows that someone is telling the truth, although under normal circumstances his testimony would be inadmissible, in this case it does have a certain legal validity. **For example,** if **Abba Mar, my son, about whom I know with certainty** always tells the truth, claims that a document that records a debt has already been paid, then **I** can **tear the document on** the basis of **his word.**

קָרְעָנָא סָלְקָא דַּעְתָּךְ?! אֶלָּא, מָרְעָנָא שְׁטָרָא אַפּוּמֵּיהּ.

The Gemara asks: How can it **enter your mind** that the court can **tear** a document based on the word of a single witness? **Rather,** the statement should be that **I** can **weaken the document**[N] **on** the basis of **his word,** by not allowing it to be used for claiming payment without further proof.

הַהִיא אִיתְּתָא דְּאִיחַיְּיבָא שְׁבוּעָה בֵּי דִּינָא דְּרַב בִּיבִי בַּר אַבָּיֵי. אֲמַר לְהוּ הַהוּא בַּעַל דִּין: תֵּיתֵי וְתִישְׁתַּבַּע בִּמְתָא, אֶפְשָׁר דְּמִיכְסְפָא וּמוֹדְיָא. אָמְרָה לְהוּ: כְּתְבוּ לִי – זַכְוָותָא דְּכִי מִשְׁתַּבַּעְנָא יָהֲבִי לִי. אֲמַר לְהוּ רַב בִּיבִי בַּר אַבָּיֵי: כְּתְבוּ לָהּ.

The Gemara relates another incident: There was **a certain woman who was obligated** to take **an oath** in **Rav Beivai bar Abaye's court.** The opposing **litigant said to** the judges: Let **her come and take an oath in the town.**[HN] **It is possible that she will be ashamed** of her lies **and will admit** that she is liable. **She said to** the judges: **Write** a document of **rights for me,**[N] so **that when I take the oath they will give** it **to me,** and I will then be willing to take an oath in the town. **Rav Beivai bar Abaye said to them: Write** the document **for her.**

אֲמַר רַב פַּפִּי: מִשּׁוּם דְּאָתֵיתוּ מִמּוּלָאֵי אָמְרִיתוּ מִילֵּי מוּלַיְיתָא?

Rav Pappi said: Is it **because you come from unfortunate people** [*de'atitu mimmula'ei*][NL] that **you say unfortunate things?** Rav Beivai was from the house of Eli, whose descendants were sentenced to die at a young age.

הָא אֲמַר רָבָא: הַאי אַשְׁרְתָא דְּדַיָּינֵי דְּמִיכַּתְבָא מִקַּמֵּי דְּנַחֲווּ סָהֲדֵי אַחֲתִימוּת יְדֵייהוּ – פְּסוּלָה, אַלְמָא – מֵחֵזֵי כִּשִׁיקָרָא, הָכִי נַמִּי – מֵחֵזֵי כִּשִׁיקָרָא.

Rav Pappi said that Rav Beivai bar Abaye was wrong to say what he said because of a statement of Rava. **Didn't Rava say: This ratification of judges, which was written** on a document **before** the **witnesses had seen** and testified **about their signature, is invalid,** although the witnesses later attested that it was their signatures? **Apparently,** it has **the appearance of falsehood** because they affirmed the validity of a document before hearing the testimony. **Here too,** if the judges wrote a document of rights before the woman took her oath, the document would **have the appearance of falsehood,** and the court should not write a document of rights for her before she takes an oath.

HALAKHA

I know with certainty about him, is a significant matter – קִים לִי בְּגַוויהּ מִילְּתָא הִיא: A judge of monetary cases must rule in accordance with the truth as it appears to him. Consequently, if a man who is obligated to take an oath comes before him, and the judge has heard from someone he trusts that this man's oaths cannot be trusted, even if he has heard this from only a single witness or a woman, the judge has the option of reversing the obligation to take the oath onto the other party.

Similarly, if a judge hears from someone he trusts that the debt recorded in a certain document has already been repaid, he can obligate the owner of the document to take an oath before he can collect the debt. This is the basic *halakha*, in accordance with the opinion of Rava and Rav Pappa.

However, over the course of the generations, halakhic authorities came to the conclusion that these testimonies might not be sufficiently well based, and judges should rely on only clear evidence. In any case, a judge should not deliver a verdict if he suspects that something is amiss. He should cross-examine the testimonies in great detail or attempt to work out a compromise. If he is unable to do this, he should recuse himself from the case.

The later commentaries, in their responsa, discuss the details of these *halakhot* at length and address whether there are instances in which the ruling of the Gemara is followed in practice (Rambam *Sefer Shofetim*, *Hilkhot Sanhedrin* 24:1–2; *Shulḥan Arukh*, *Ḥoshen Mishpat* 15:5).

Let her come and take an oath in the town – תֵּיתֵי וְתִישְׁתַּבַּע בִּמְתָא: A claimant can request *ab initio* that the defendant take an oath in the town where the transaction was conducted and people are familiar with the facts, or somewhere where the presence of many people might shame him into telling the truth. The claimant cannot, however, force the defendant to go there, but when the defendant arrives in that place he must take the oath, and he cannot say he will take an oath only in his own town (*Shulḥan Arukh*, *Ḥoshen Mishpat* 87:23, and in the comment of Rema).

LANGUAGE

You come from unfortunate people [*de'atitu mimmula'ei*] – דְּאָתֵיתוּ מִמּוּלָאֵי: The commentaries have offered various explanations for this expression, which appears in several places. Some translate *mula* as referring to a cut or defect. This alludes to Rav Beivai's ancestry from the house of Eli, who were cursed to die young (I Samuel 2:33). Others explain that *mumla* is the name of the place where the sons of Eli lived (*Bereshit Rabba*). A different explanation is offered in the *Arukh*, that *mumla* means greatness or stature. The statement then means: Since you come from esteemed people, i.e., Abaye and Rabba, you speak grandly.

NOTES

I can weaken the document – מָרְעָנָא שְׁטָרָא: According to Rashi, the document is weakened in that the owner of it may not use it to claim money. Instead, it is placed aside in case the matter is clarified by other means, or in case the putative creditor seizes property from the debtor or acts in a similar manner (Meiri). According to the Rivan, this document is so weakened that even with an oath it cannot be used to collect a debt. Most early commentaries, however, accept the opinion of Rabbeinu Ḥananel and the Rif, that the document is weakened to the extent that it can be used only to collect a debt in conjunction with an oath. According to this opinion, a question is posed by *Tosafot*: Abba Mari was a single witness, and a single witness can obligate one denying a claim to take an oath. What, then, is added by: I know with certainty about him? *Tosafot* and others answer that this claim allows the court to rely on a relative or someone else who is usually disqualified from testifying. Rabbeinu Ḥananel writes that even if the document granted credibility that exempted the debtor from an oath, in this case he would have to take an oath.

Let her come and take an oath in the town – תֵּיתֵי תִּישְׁתַּבַּע בִּמְתָא: There are several different versions of the text here, which affect both the reasoning behind this *halakha* and the *halakha* itself. The version of the Rivan and others reads: In our town, as the man assumed that the residents of the place where the business was conducted would know the truth. Another version of the text is: In the town, in which case the reasoning is that she would be ashamed of lying in public (Meiri). Others have an alternative version of the text that states: In my town. The early commentaries write that one cannot compel the opposing litigant to take an oath in another place, despite the fact that the creditor can insist that the case be tried in his city. What could be said is that the next time the defendant visits the city, he should take an oath there (see Ramban and Ra'ah).

Write a document of rights for me – כְּתְבוּ לִי זַכְוָותָא: Rashi explains that the woman wanted the judges to write a document stating that she had taken an oath, and the court had ruled in her favor. Presumably, this document would be given to a third party, who would give it to her after she takes the oath. The Ritva adds that in any case the judges would not sign a document of this kind, as that would certainly constitute an actual falsehood.

From unfortunate people – מִמּוּלָאֵי: Rashi offers two explanations, both of which explain that Rav Pappi was alluding to the fact that Rav Beivai was a descendant of Eli, whose descendants were cursed to die young. An alternative suggestion is found in the *Arukh*. Since Rav Beivai was from an esteemed family, he made grand pronouncements without bringing any concrete proof to support his opinion.

וְלֵיתָא, מִדְּרַב נַחְמָן. דְּאָמַר רַב נַחְמָן: אוֹמֵר הָיָה רַבִּי מֵאִיר: אֲפִילּוּ מְצָאוֹ בָּאַשְׁפָּה וְחָתָמוֹ וּנְתָנוֹ לָהּ – כָּשֵׁר. וַאֲפִילּוּ רַבָּנַן לָא פְּלִיגִי עֲלֵיהּ דְּרַבִּי מֵאִיר – אֶלָּא בְּגִיטֵּי נָשִׁים, דְּבָעֵינַן כְּתִיבָה לִשְׁמָהּ, אֲבָל בִּשְׁאָר שְׁטָרוֹת – מוֹדוּ לֵיהּ.

The Gemara comments: **And** this *halakha* of Rava's is **not** accepted **because of** a statement **of Rav Naḥman, as Rav Naḥman said: Rabbi Meir would say: Even if** the husband **found** a bill of divorce with names identical to those of his and his wife's, **in the garbage, and he had it signed** by witnesses **and gave it to** his wife, it is **valid.** Rav Naḥman adds: **And the Rabbis do not disagree with Rabbi Meir, except** in the case of **bills of divorce of women, since** the Rabbis hold that **the writing** of the bill of divorce **needs** to be done **for the sake of** the woman[H] getting divorced. **But for** all **other documents, they concede to him**[H] that it makes no difference when the document was written.

דְּאָמַר רַב אַסִי אָמַר רַבִּי יוֹחָנָן: שְׁטָר שֶׁלָּוָה בּוֹ וּפָרָעוֹ – אֵינוֹ חוֹזֵר וְלוֹוֶה בּוֹ, שֶׁכְּבָר נִמְחַל שִׁיעְבּוּדוֹ. טַעֲמָא – דִּנְמְחַל שִׁיעְבּוּדוֹ אֲבָל לְמֵיחֲזֵי כְּשִׁיקְרָא – לָא חָיְישִׁינַן.

The proof of this is **that Rav Asi said** that **Rabbi Yoḥanan said:** With regard to **a document that one borrowed** money **based on it and** then **repaid** the debt, **he may not borrow money again based on it.** This is **because its lien has already been forgiven.**[H] Once the debt has been repaid, the lien resulting from the loan is no longer in force. The witnesses did not sign the document at the time of the second loan, so the lien will not be in effect, and the loan will have the status of one by oral agreement. The Gemara infers: **The reason** that he cannot reuse the document is **because its lien has been forgiven,** so that the document is no longer accurate; **but as** for the fact that it has the **appearance of falsehood,** as it was written prior to the second loan, **we are not concerned.**[N] So too here, the fact that the judges wrote the document before the event is not a matter of concern.

הַהוּא גַּבְרָא דְּאַפְקִיד שַׁב מַרְגְּנִיתָא דְּצַיְירֵי בִּסְדִינָא בֵּי רַבִּי מְיָאשָׁא בַּר בְּרֵיהּ דְּרַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי. שְׁכִיב רַבִּי מְיָאשָׁא וְלָא פְּקִיד. אֲתוּ לְקַמֵּיהּ דְּרַבִּי אַמִּי. אֲמַר לְהוּ: חָדָא – דְּיָדְעָנָא בֵּיהּ בְּרַבִּי מְיָאשָׁא בַּר בְּרֵיהּ דְּרַבִּי יְהוֹשֻׁעַ בֶּן לֵוִי דְּלָא אֲמִיד, וְעוֹד: הָא קָא יָהֵיב סִימָנָא.

The Gemara examines cases involving disputes concerning the property of the deceased. There was **a certain man who deposited**[N] **seven pearls** [*marganita*][L] **tied up in a sheet** in **the house of Rabbi Meyasha, son of the son of Rabbi Yehoshua ben Levi. Rabbi Meyasha passed away without instructing** the members of his household on his deathbed, and without explaining to whom the gems belonged. Rabbi Meyasha's family and the depositor **came before Rabbi Ami** to discuss the ownership of the gems. **He said to them:** They belong to the claimant, **first** of all, **since I know about Rabbi Meyasha, son of the son of Rabbi Yehoshua ben Levi, that he is not wealthy**[N] enough to be able to afford such gems. **And furthermore,** the depositor **has provided a distinguishing mark** that proves that he is the owner.

HALAKHA

In the case of bills of divorce of women, since the writing needs to be done for the sake of the woman – בְּגִיטֵּי נָשִׁים דְּבָעֵינַן כְּתִיבָה לִשְׁמָהּ: A bill of divorce must be written for the man who is divorcing his wife and for the woman receiving the bill of divorce. If it was not written for her sake, it is invalid. For example, if one found a bill of divorce written by someone else or by someone learning how to write documents, and the name of the man and the woman happened to be the same as his and his wife's name, and their places of residence also match up, he may not divorce his wife with it. The *halakha* is in accordance with the opinion of the Rabbis (Rambam *Sefer Nashim*, *Hilkhot Geirushin* 3:4; *Shulḥan Arukh*, *Even HaEzer* 131:1).

For all other documents they concede to him – בִּשְׁאָר שְׁטָרוֹת מוֹדוּ לֵיהּ: A scribe may write in advance the standard part of promissory notes, including the names of the debtor, creditor, and the sum, omitting only the date so that it not be predated. After it has been signed in the proper manner, it is permitted to use a document of this kind (*Shulḥan Arukh*, *Ḥoshen Mishpat* 48:1).

Its lien has already been forgiven – שֶׁכְּבָר נִמְחַל שִׁיעְבּוּדוֹ: If the loan for which a document was written has been paid, it may not be used for another transaction. Even if the second transaction took place on the same day as the writing of the document, so that it is not an antedated document, its lien has been forgiven and it cannot serve for another loan, as stated by Rabbi Yoḥanan (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 14:7; *Shulḥan Arukh*, *Ḥoshen Mishpat* 48:1).

Perek **IX**
Daf **85** Amud **b**

LANGUAGE

Pearls [*marganita*] – מַרְגְּנִיתָא: From the Greek μαργαρίτης, *margaritēs*, meaning pearl. It seems that the Hebrew word *margalit* is derived from here. Here the word appears in its Aramaic form, with the common exchange of the letter *lamed* for a *nun*.

NOTES

That it has the appearance of falsehood we are not concerned – לְמֵיחֲזֵי כְּשִׁיקְרָא לָא חָיְישִׁינַן: The Ritva explains at length that it is permitted to perform an act that has only the appearance of falsehood. However, one may not perform an act that requires one to lie. He therefore maintains that even if the judges were permitted to write a document detailing the woman's rights before she took an oath, they were prohibited from signing it, for that would constitute an outright falsehood. According to *Talmidei Rabbeinu Yona*, such a practice is permitted if the statement is false only temporarily but with the passage of time will be correct. This is why the judges were allowed to write a document recording an event that had not yet taken place. However, it is prohibited to write something that will always remain false, even if even if there will be no halakhic implications.

A certain man who deposited, etc. – הַהוּא גַּבְרָא דְּאַפְקִיד וכו': The early commentaries discuss this case at length. The main problem raised is why the gems are not left in the possession of the heirs (see *Tosafot*). The Ramban, the Rif according to the Ramban, and others answer that there must have been witnesses when someone deposited the gems with Rabbi Meyasha, which explains why it could not be said that they had belonged to him and would therefore be passed on to the heirs. However, the witnesses did not know who the depositor was or what exactly he had deposited. The other incidents discussed in the continuation of the Gemara are explained similarly (see Ra'ah).

First…that he is not wealthy, etc. – חָדָא…דְּלָא אֲמִיד וכו': *Tosafot* question why such significance would be given to this argument. Other early commentaries, e.g., the Ritva, add that the fact that he was not known to be wealthy is no proof, as he might prefer to appear poor, or he might have found the gems and taken possession of them. This is one of the reasons why the commentaries explain that there must have been witnesses that something was deposited with Rabbi Meyasha, in which case there is no longer any discussion with regard to the heirs' own claim to the gems, but only about whether the gems belong to the claimant.

Tosafot, citing Rabbeinu Shimshon suggest that the two arguments stated in the Gemara, Rabbi Meyasha's lack of wealth and the distinguishing marks provided by the claimant, are referring to different aspects of the case. The fact that Rabbi Meyasha was not affluent prevents the heirs from saying that although their father had initially received the gems in the form of a deposit, he could have bought them at some point. As for who owns the gems, the claimant provided proof that they are his. Others, in accordance with *Tosafot*, explain that since there is a principle that a court will advance on behalf of orphans any claim that their father could have stated were he to have remained alive, in this case as well there may be claims that the court can advance on their behalf. However, since Rabbi Meyasha was not wealthy, it is very unlikely that the gems belonged to him, and a court does not make an unlikely claim on behalf of heirs.

וְלָא אֲמַרַן אֶלָּא דְּלָא רָגִיל דְּעָיֵיל וְנָפֵיק לְהָתָם, אֲבָל רָגִיל דְּעָיֵיל וְנָפֵיק לְהָתָם – אֵימָא אִינִישׁ אַחֲרִינָא אַפְקֵיד, וְאִיהוּ מִיחֲזָא חֲזָא.

The Gemara comments: **And we said** that a distinguishing mark is effective **only** if the claimant **does not usually enter and exit there. But** if that person **usually enters and exits there,** one can **say** that **a different person** might have **deposited** the object, **and he** merely **saw** it there and was able to provide distinguishing marks.

הַהוּא גַּבְרָא דְּאַפְקֵיד כָּסָא דִּכְסָפָא בֵּי חָסָא, שְׁכֵיב חָסָא וְלָא פְּקִיד. אָתוּ לְקַמֵּיהּ דְּרַב נַחְמָן. אֲמַר לְהוּ: יָדְעָנָא בֵּיהּ בְּחָסָא דְּלָא אֲמִיד. וְעוֹד: הָא קָא יָהֵיב סִימָנָא. וְלָא אֲמַרַן אֶלָּא דְּלָא רָגִיל דְּעָיֵיל וְנָפֵיק לְהָתָם, אֲבָל רָגִיל דְּעָיֵיל וְנָפֵיק לְהָתָם – אֵימַר אִינִישׁ אַחֲרִינָא אַפְקֵיד, וְאִיהוּ מִיחֲזָא חֲזָא.

The Gemara relates a similar incident: There was **a certain man who deposited a silver goblet** in **the house of** the Sage **Ḥasa.**[P] **Ḥasa passed away without instructing** anything about the goblet. **They came before Rav Naḥman** to discuss the ownership of the goblet. **He said to them: I know about Ḥasa that he is not wealthy,** and this goblet would not have belonged to him. **And furthermore,** the depositor **has provided a distinguishing mark. And we said** so **only** if the claimant **does not usually enter and exit there. But** if that person **usually enters and exits there,** one can **say** that **a different person** might have **deposited** the object **and he** merely **saw** it there.

הַהוּא דְּאַפְקֵיד מְטַכְסָא בֵּי רַב דִּימִי אֲחוּהּ דְּרַב סָפְרָא, שְׁכֵיב רַב דִּימִי וְלָא פְּקִיד. אֲתָא לְקַמֵּיהּ דְּרַבִּי אַבָּא. אֲמַר לְהוּ: חֲדָא – דְּיָדַעְנָא בֵּיהּ בְּרַב דִּימִי דְּלָא אֲמִיד, וְעוֹד: הָא קָא יָהֵיב סִימָנָא. וְלָא אֲמַרַן אֶלָּא דְּלָא רָגִיל דְּעָיֵיל וְנָפֵיק לְהָתָם, אֲבָל רָגִיל דְּעָיֵיל וְנָפֵיק לְהָתָם – אֵימָא אִינִישׁ אַחֲרִינָא אַפְקֵיד, וְאִיהוּ מִיחֲזָא חֲזָא.

The Gemara relates another similar story: There was **a certain** man **who deposited**[H] **silk** [*metakesa*][L] in **the house of Rav Dimi, brother of Rav Safra. Rav Dimi passed away without instructing** anything about the silk. **They came before Rabbi Abba** to discuss the ownership of the silk. He **said to them:** It belongs to the claimant, **first** of all, **since I know about Rav Dimi that he is not wealthy. And furthermore,** he **has provided a distinguishing mark. And we said** so **only** if he **does not usually enter and exit there. But** if that person **usually enters and exit there,** one can **say** that **a different person** might have **deposited** the object, **and he** merely **saw** it there.

הַהוּא דַּאֲמַר לְהוּ: נְכָסַיי לְטוֹבִיָּה. שְׁכֵיב, אֲתָא טוֹבִיָּה. אֲמַר רַבִּי יוֹחָנָן: הֲרֵי בָּא טוֹבִיָּה.

The Gemara relates the story of **a certain** man **who said to** those present at his deathbed: **My property** should go **to Toviya.**[H] He **passed away,** and **Toviya came** to claim his possessions. **Rabbi Yoḥanan said: Toviya has come,** and there is no need to be concerned that he might have meant a different Toviya.

אֲמַר ״טוֹבִיָּה״ וַאֲתָא רַב טוֹבִיָּה: ״לְטוֹבִיָּה״ אֲמַר: ״לְרַב טוֹבִיָּה״ – לָא אֲמַר. וְאִי אִינִישׁ דְּגִיס בֵּיהּ – הָא גִּיס בֵּיהּ. אָתוּ שְׁנֵי טוֹבִיָּה, שָׁכֵן וְתַלְמִיד חָכָם – תַּלְמִיד חָכָם קוֹדֵם, קָרוֹב וְתַלְמִיד חָכָם – תַּלְמִיד חָכָם קוֹדֵם.

The Gemara adds: If the deceased had **said:** My property should go to **Toviya, and Rav Toviya came** forward, it is assumed that this is not the person the deceased had in mind, for **he said:** My property should go **to Toviya. He did not say:** My property should go **to Rav Toviya. But if** Rav Toviya is **a person who is familiar with** the deceased, then it can be assumed that the deceased called him by his personal name and not by his title because **he was familiar with him.** If **two** men named **Toviya came** forward, and one of them was the deceased's **neighbor** and the other **a Torah scholar** but not his neighbor, the **Torah scholar takes precedence.** Similarly, if one was **a relative and** the other **a Torah scholar, the Torah scholar takes precedence.**[N]

PERSONALITIES

Ḥasa – חָסָא: Little is known about this Sage. He is possibly the Rav Ḥasa mentioned on several occasions in the Talmud. The Gemara in tractate *Yevamot* states that he drowned in a lake, which would account for the fact that he did not leave behind a will.

LANGUAGE

Silk [*metakesa*] – מְטַכְסָא: From the Greek μέταξα, *metaksa*, meaning raw silk.

NOTES

The Torah scholar takes precedence – תַּלְמִיד חָכָם קוֹדֵם: Rashi explains that this is not because a scholar has more right to the property than others. It is because there is an assumption that a person on his deathbed would want to perform a mitzva with his money and would have bequeathed his money to a Torah scholar. The other early commentaries explain similarly.

HALAKHA

A certain man who deposited, etc. – הַהוּא דְּאַפְקֵיד וכו׳: If one claims to have deposited an object with someone who died without leaving a will, and he is both able to provide clear distinguishing marks describing the object and was not accustomed to visit the house of the person in possession of the item, then the judge should remove the object from the heirs and deliver it to the claimant. This is the case provided that the judge knows that the deceased was not wealthy enough to have owned such an article, and he is convinced that it was given to him as a deposit (Rambam *Sefer Mishpatim*, *Hilkhot She'ela UFikadon* 6:4 and *Sefer Shofetim*, *Hilkhot Sanhedrin* 24:1; *Shulḥan Arukh*, *Ḥoshen Mishpat* 15:5).

My property should go to Toviya – נְכָסַיי לְטוֹבִיָּה: If a person on his deathbed instructs that his property be given to Toviya, and after he passes away a man by the name of Toviya comes and claims to be the intended recipient, he receives the property, even if there is another Toviya to whom the dying man could have been referring.

If the claimant was known as Rav Toviya, then he may not receive the property, unless the dying man was so familiar with him that he would have called him by his first name alone. In a case where two men called Toviya came forward and it is not known which of them was closer to the deceased, if one of them is a Torah scholar he takes precedence. If neither are scholars but one is a neighbor or relative, then the neighbor or relative takes precedence. If one is a relative and the other a neighbor, the latter takes precedence. The term neighbor is referring to one who was his friend and partner in business dealings, not just someone who lived next door to him (*Tur*, based on Rosh). If both people have the same status, the judges give the property to the one they feel the deceased had in mind (Rambam *Sefer Kinyan*, *Hilkhot Zekhiya UMattana* 11:2–3; *Shulḥan Arukh*, *Ḥoshen Mishpat* 253:29).

אִיבַּעְיָא לְהוּ: שָׁכֵן וְקָרוֹב מַאי? תָּא שְׁמַע: ״טוֹב שָׁכֵן קָרוֹב מֵאָח רָחוֹק״. שְׁנֵיהֶם קְרוֹבִים, וּשְׁנֵיהֶם שְׁכֵנִים, וּשְׁנֵיהֶם חֲכָמִים – שׁוּדָא דְּדַיָּנֵי.

A dilemma was raised before the Sages: If two men have the same name and one was **a neighbor and** the other one was **a relative,**[N] **what** is the *halakha*? The Gemara answers: **Come** and **hear** the solution from the following verse: **"A close neighbor is better than a distant brother"** (Proverbs 27:10). If **they** were **both relatives, or both neighbors, or both scholars,** there is no systematic way of determining who is entitled to the property, and the decision is left to **the discretion of the judges.**[N]

אָמַר לֵיהּ רָבָא לִבְרֵיהּ דְּרַב חִיָּיא בַּר אָבִין: תָּא אֵימָא לָךְ מִילְּתָא מַעֲלִיוְתָא דַּהֲוָה אָמַר אֲבוּךְ: הָא דַּאֲמַר שְׁמוּאֵל: הַמּוֹכֵר שָׂטַר חוֹב לַחֲבֵירוֹ וְחָזַר וּמְחָלוֹ – מָחוּל, וַאֲפִילּוּ יוֹרֵשׁ מוֹחֵל. מוֹדֶה שְׁמוּאֵל בְּמַכְנֶסֶת שְׁטַר חוֹב לְבַעְלָהּ וְחָזְרָה וּמְחָלְתּוֹ – שֶׁאֵינוֹ מָחוּל, מִפְּנֵי שֶׁיָּדוֹ כְּיָדָהּ.

§ **Rava said to the son of Rav Ḥiyya bar Avin: Come,** and **I will tell you something excellent that your father would say** about **that which Shmuel said:** Shmuel said that in the case of **one who sells a promissory note to another, and** the seller **went back and forgave** the debtor his debt,[H] **it is forgiven,** since the debtor essentially had a non-transferable obligation to the creditor alone, **and even** the creditor's **heir can forgive** the debt. With regard to this *halakha*, Rav Ḥiyya bar Avin said: **Shmuel concedes with regard to** a woman who **brings in a promissory note** to the marriage **for her husband,**[H] **and she went back and forgave** the debtor his debt, **that** the debt **is not forgiven.** Why not? **Because his hand is like her hand,**[N] i.e., the husband shares equal rights to her property, and she cannot unilaterally forgive the debt.

קְרִיבָתֵיהּ דְּרַב נַחְמָן זְבִינָתְהּ לִכְתוּבָּתָהּ בְּטוֹבַת הֲנָאָה. אִיגַּרְשָׁהּ וּשְׁכִיבָה, אָתוּ קָא תָבְעֵי לָהּ לִבְרָתָהּ, אֲמַר לְהוּ רַב נַחְמָן: לֵיכָּא דְּלֵיסְבָּא לָהּ עֵצָה

The Gemara relates an incident: **A relative of Rav Naḥman**[HP] **sold her marriage contract for financial advantage.** In other words, she received a sum of money and in exchange agreed that if she were to be divorced and become entitled to her marriage contract, the money would belong to the purchaser of the rights to her marriage contract. **She was** subsequently **divorced** from her husband **and died,** leaving the right to her marriage contract to her daughter. The purchasers **came** and **claimed** the value of the marriage contract **from her daughter. Rav Naḥman said to** the people around him: Is there **no** one **who can give** the daughter **advice,**

NOTES

A neighbor and a relative – שָׁכֵן וְקָרוֹב: The Rosh and *Talmidei Rabbeinu Yona* explain that this does not refer to any neighbor who lives near him, but to someone with whom he had close ties. They add that the verse cited by the Gemara supports this opinion, as it refers to "a close neighbor."

The discretion [*shuda*] of the judges – שׁוּדָא דְּדַיָּנֵי: Rashi, in keeping with his explanation of this concept elsewhere, maintains that the discretion of the judges means that the judges should consider, despite the lack of clear-cut evidence, which person was closer to the deceased. This is also the explanation of the Rambam. Many early commentaries, however, prefer Rabbeinu Tam's explanation, cited in *Tosafot*, that the discretion of the judges is an entirely arbitrary ruling, and its decision is not based on any particular grounds. They likewise cite a version of the Jerusalem Talmud in which it is explained that the word *shuda* is a shortened form of *shoḥeda*, a bribe, as it appears as though the ruling is dictated by a bribe rather than logic. The *ge'onim* explain the etymology of *shuda* similarly.

Because his hand is like her hand – מִפְּנֵי שֶׁיָּדוֹ כְּיָדָהּ: Although Rava himself stated (83a): His hand is preferable to her hand, the relevant issue here is not his ownership or rights to her property, but the fact that while they are married his hand is like hers and his words are like her words. Therefore, her statement alone is insufficient unless it is accompanied by his statement (Maharshal). The Rif formulates this argument in a different manner. He explains that just as the husband cannot forgive the loan, the wife cannot either.

HALAKHA

One who sells a promissory note to another and he went back and forgave it – הַמּוֹכֵר שְׁטַר חוֹב לַחֲבֵירוֹ וְחָזַר וּמְחָלוֹ: If one sold a promissory note to another in the proper manner, and afterward forgave the debtor his debt, it is forgiven. He may do so even if he stipulated that he could not forgive the debt, and even if he entirely withdrew himself from the transaction. An heir can also forgive this debt, as stated by Shmuel.

See below (86a) with regard to the obligation of one who forgave a debt to compensate the one who purchased the promissory note (Rambam *Sefer Kinyan*, *Hilkhot Mekhira* 6:12; *Shulḥan Arukh*, *Ḥoshen Mishpat* 66:23).

One who brings in a promissory note for her husband – הַמַּכְנֶסֶת שְׁטַר חוֹב לְבַעְלָהּ: If a woman brought to her marriage a promissory note or a loan by oral agreement, she cannot forgive the debt, as a wife cannot conduct a transaction without her husband, even with her usufruct property (Rambam *Sefer Kinyan*, *Hilkhot Mekhira* 6:13; *Shulḥan Arukh*, *Ḥoshen Mishpat* 66:28).

A relative of Rav Naḥman, etc. – קְרִיבָתֵיהּ דְּרַב נַחְמָן וכו': If a wife sold her marriage contract while she was still married, and her husband and then she died, her heirs can forgive the debt, thereby annulling the sale. Even if she has no other heir, the single heir can forgive and cancel the sale, even though this will enable him to claim the full amount of the marriage contract, as stated by Rav Naḥman (*Shulḥan Arukh*, *Even HaEzer* 105:6).

PERSONALITIES

Rav Naḥman – רַב נַחְמָן: Rav Naḥman bar Ya'akov was a Babylonian *amora* of the second and third generations of *amora'im*. While he cites Rav and Shmuel, his primary teacher was Rabba bar Avuh, Rav's student. While he never formally headed one of the Babylonian academies, nevertheless, many of the Sages of the next generation were his students, including the great *amora* Rava.

In his youth, Rav Naḥman was already recognized as a prodigy. He married Yalta, a member of the Exilarch's family, who was a learned and strong-willed woman. Subsequently, Rav Naḥman was appointed as a judge in the Exilarch's house in Neharde'a. In that capacity, Rav Naḥman became expert in civil law, to the extent that the Gemara concludes that in matters of civil law his opinion is always accepted.

While Rav Naḥman was known to have a forceful personality, he was also considered to be one of the pious men of his generation, and the Gemara lists numerous examples of his acts of kindness. It appears that Rav Naḥman was wealthy throughout his life, and there are a number of incidents where he converses with one of his servants, Daro.