

## OVERVIEW of the Daf

### 1) Identifying the Tanna Kamma (cont.)

The Gemara concludes the resolution of the apparent contradiction in R' Shimon's opinion.

### 2) Partial payment of the kesubah

An incident is presented in which Rava states that no one is concerned for R' Shimon's opinion in the Mishnah.

R' Yosef was asked whether a woman who sells property for her kesubah is obligated to take an oath that she did not receive more than the value of the land.

Rabbah the son of Rava explains that he did not inquire about whether a public announcement must be made before the widow sells the property because he has proof that an announcement is not necessary.

This proof is rejected.

The Gemara rules that a widow does not have to make an announcement before selling land but she is required to take an oath.

3) **MISHNAH:** The Mishnah presents different rulings that relate to the sale of property for a widow's kesubah and the consequence when the property is sold for something other than the market price.

### 4) Clarifying the Mishnah

The Gemara asks for an explanation of the first two cases in the Mishnah that appear contradictory.

R' Nachman in the name of Rabbah bar Avuha explained that the Mishnah follows the position of Rabbi in his dispute with R' Yosi about this matter.

A contradiction within R' Yosi's position is noted and resolved.

R' Pappa issues a ruling on this matter that indicates that the resolution to the contradiction in R' Yosi's position is correct.

### 5) An agent who sells more property than he was authorized to sell

The Gemara inquires: If an agent was authorized to sell a parcel of land and the agent sold land twice that size, is the part of the sale that was authorized still valid or is the entire sale invalid?

Ravina is cited as proving that the authorized part of the sale is valid.

This proof is rejected.

Another unsuccessful attempt is made to resolve this inquiry. ■

## Distinctive INSIGHT

*A messenger adding to the instructions of its mission*

איבעיא להו אמר ליה זבין לי ליתכא ואזל וזבן ליה כורא-מאי? מוסיף על דבריו הוא וליתכא מיהא קני...

The Gemara inquires about a case where a seller asked his messenger to sell his field the size of a lischa, one half a kur, to a buyer. The messenger went and sold a field, but the one he sold was twice the size, a full כור. The messenger was certainly not justified in representing the seller in the sale of the second lischa, and that part of the sale is cancelled. The question is what is the status of the sale of the first lischa? Did the messenger faithfully represent the seller to this extent, or do we say that his selling one piece of land which was too big indicates that he abrogated his role as the seller's agent completely, and the sale of even the first half of the field is rescinded?

The commentators note that the question is only applicable in a case where the agent sold an item larger than he was authorized to sell. R' Shlomo Kluger (ס' חכמת התורה—נה) writes that he might resolve this inquiry with an insight provided in a verse from Tehillim (105:28): "He sent darkness and made it dark, and they did not defy His word." Why would we think that the darkness defied the word of Hashem whereby the verse makes a special point of reassuring us that it remained loyal?

The Midrash (Shemos Rabba 14:1) teaches that Hashem sent darkness upon Egypt, but the darkness itself added more than it was commanded to do. We might have thought that by acting on its own in regard to the added amount, the darkness demonstrated that it was not functioning as Hashem's agent, but it was rather acting completely on its own accord, even in regard to the initial amount of darkness which it shed. This is why the verse teaches that, in fact, the darkness was not abandoning its role as Hashem's messenger.

We can also understand another Midrash (Bereshis Rabba 33:5, this one in reference to Noach sending the raven from the ark: "And he sent the raven." (Bereshis 8:7) This corresponds to the verse (Tehillim 105:28), "He sent darkness and made it dark." The commentators to the Midrash struggle to find the correlation of these two verses. According to our approach, we can say that the raven was only instructed to scout the surface of the water and land once, but it did so many times. The Torah clearly states that this was a fulfillment of its mission. By adding, its actions were not considered acting independent of its instructions. This is the same concept found in reference to the darkness, which was in compliance of its mission although it added more than the orders it was given. ■

## HALACHAH Highlight

### *Profits generated by an agent*

הלכתא דבר שיש לו קצבה חולקין דבר שאין לו קצבה הכל לבעל המעות

*The halacha is that if the item has a set price the profit is shared and of the item does not have a set price the profit goes to the owner of the money*

A common business question relates to who profits from earnings or benefits that accrue as a result of an employee's efforts. For example, an employee is paid a monthly salary to purchase supplies for his employer. The agreement between the employer and employee is that the employee will pay for the gas out of pocket and at the end of the month he submits receipts to be reimbursed for the expense. The employee prefers to purchase gas at a particular gas station since there are rewards that are given to customers who purchase a lot of gas. The question then arises who has the right to keep those rewards? Do they belong to the employee since he pays for the gas out of pocket and he chose that gas station specifically to earn those rewards or perhaps the rewards belong to the employer since he reimburses the employee for the gas costs?

Rav Tzvi Shpitz<sup>1</sup>, author of Mishpatei Hatorah, presents the following guidelines. Anytime the employee pays for the purchased items with his own money the rewards belong to him even if he is later reimbursed by his employer. On the other hand, when the employee pays with the employer's money or credit card the halacha will change depending on the circumstances. If the reward or the gift is given to every customer who makes a purchase the profit belongs to the

## REVIEW and Remember

1. Is a public auction necessary for a widow to sell her husband's property?

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2. If a woman sells a field for her kesubah for less than its value is the sale valid?

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3. When do partners share the profits equally?

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4. Who violates the prohibitions of me'ilah when an agent follows instructions in giving away hekadesh?

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employer. The reason is that it is assumed the storeowner wants to provide a gift to those people who spend money in their store. If the employee goes out of his way and travels an extra distance to purchase at a particular store in order to save money or earn extra rewards the profit will accrue to the employer but the employee deserves to be paid extra for his efforts. If the storeowner states that he gave extra because of the relationship he has with the employee, the profits are to be shared by the employer and the employee. The rationale behind this ruling is that on the one hand the storeowner would not give a gift to the employee if he didn't make a purchase but on the other hand he wouldn't give the additional amount had the employer made the purchase himself. Therefore, since both the employer and employee participated in generating this profit it is to be shared by the two of them. ■

1. ספר משפטי התורה ח"א סי' ע'.

## STORIES Off the Daf

### *The Special Offer*

"הוסיפו לו אחת..."

The furniture in the Talmud Torah was no longer merely outdated—it was literally falling apart. It was time to purchase new goods. After a lot of hard work, a donor was finally found. He gave every penny needed and the purchase was arranged. The administrator purchased the furniture in a particular store known for high quality products.

At the time of the purchase, the store was running a special offer; for every big purchase, a very nice piece of furniture would be given as a gift. The administrator, also a teacher in the school, was not so well off and would get a great deal of pleasure from a new piece of furniture. However, he was suddenly struck by an alternate way of seeing the situation. Perhaps the man who had given the donation deserved the furniture for which the Talmud Torah itself had no need? He wondered if he was obligated to relinquish it and decided to consult with Rav Yitzchak Zilberstein, shlit"a.

The Rav Zilberstein answered, "In Kesuvos 98b, we find that if an agent bought something for the one who had engaged his services and the seller gave one item extra, the halachah follows the opinion of Rami Bar Chama regarding Rav Yosi. If the sold item has a fixed price, the engager and the agent split the extra item. If not, the entire item goes to the engager. This is the decision of the Shulchan Aruch as well."

Rav Zilberstein concluded, "The price of furniture is fixed, so you split the value of the freebie with your donor." ■