

Because he establishes it before his creditor - מפני שמעמידה בפני בעל חובו

Overview

ruled that one who sells a field to his friend (even) without a guarantee,¹ he may not testify on behalf of the buyer (that it is his field),² because the seller has a vested interest that the field remain by the buyer (and not by the one who claims it is his field), for if the field remains by the buyer, the seller's creditor³ will have from where to collect the debt. תוספות explains why we require this reason, when a simpler reason would seemingly suffice.

תוספות asks:

ואם תאמר מאי איריא מפני שמעמידה⁴ תיפוק ליה משום דלא ניחא ליה דתיהוי תרעומת עליו -
And if you will say; why mention that the reason the seller cannot testify is because he is [בפני ב"ח] מעמידה, we can derive it (that he may not testify) because he is not pleased that the buyer will have complaints against him?!⁵

תוספות proves that תרעומת is a valid concern:

כדאמרינן בפרק קמא דבבא קמא (דף ה,ב) ראובן שמכר שדה לשמעון שלא באחריות⁶ -
As the גמרא states in the first פרק of מסכת ב"ק, where ראובן sold a field to שמעון without a guarantee -

ואתא בעל חובו וקטריף לה מיניה דינא הוא דאתי ראובן ומשתעי דינא בהדיה -
And the creditor of שמעון came and took it away from ראובן, the rule is that ראובן may come and litigate against the בע"ח, and argue that there is no lien on this field - ולא מצי אמר ליה לאו בעל דברים דידי את⁷ -

And the מלוה cannot say to ראובן, 'you are not my litigant' -

¹ This (usually) means that if the field is taken away from the buyer (either by the creditor of the seller, or it turned out that the field never belonged to the seller), the seller is not responsible to return the money to the buyer.

² This is in a case where a third party claims that this sold field is really his (and it was never the seller's).

³ Let us assume that the seller borrowed money before he sold this field. The creditor now has a lien on this field and can collect it as payment for his loan even if the borrower sells it. However if the third party is successful in his claim that it was his field, there is no longer a lien on the field, so the lender cannot collect, and the borrower (the seller) will be in the position of a לוח רשע ולא ישלם, which is degrading for him.

⁴ The הגהות הב"ח amends this to read תיפוק ליה מפני בעל חובו (instead of תיפוק ליה).

⁵ The buyer bought a field from him and if it is taken away from him (by the third party), the buyer will be extremely upset with the seller, for selling him a stolen field. Therefore in order to avoid the תרעומת, the seller has a vested interest and may testify falsely. See 'Thinking it over'.

⁶ See footnote # 1.

⁷ Seemingly, the בע"ח should be able to claim that ראובן has no monetary stake in this תורה, it is only between the שמעון and בע"ח, for ראובן will not lose money no matter who wins the case, since ראובן took no אחריות on this sale. Therefore ראובן should not be allowed to argue in this די"ת since he is not a litigant.

דאמר ליה לא ניחא לי דתיהוי לשמעון תרעומת עילואי -

For שמעון can answer to the בע"ה ; it is not comfortable for me that should have complaints against me.⁸

answers: תוספות

ויש לומר דאין נפסל בשביל כך לעדות⁹ -

And one can say that because of his interest that there should be no תערומות against him that is insufficient reason that he should be disqualified to testify –

offers an alternate solution: תוספות

אי נמי הכא מיירי אפילו במכיר בה שהיא שלו דליכא תרעומת:

Or you may also say that here (by the ruling of שמואל) it is even in a case where the buyer is aware that it belongs to the seller, so there is no תערומות, for the buyer realizes its is not the seller's fault that this third party is claiming fraudulently that it belongs to him.¹⁰ Therefore we require the reason of ב"ה מפני שמעמידה בפני ב"ה

Summary

The concern that there be no תערומות is insufficient to disqualify one from testifying. Alternately we require the reason of ב"ה מפני שמעמידה בפני ב"ה in a case where the buyer knows it belongs to the seller.

Thinking it over

תוספות asks that the גמרא should have used the reason of תערומות to explain why the seller cannot testify (instead of the reason of ב"ה מפני שמעמידה בפני ב"ה).¹¹ What would be gained by using the תערומות reason, as opposed to וכו' מעמידה וכו'?

⁸ The question is that just like there, the concern for תרעומות makes ראובן a litigant because this makes him an interested party in the litigation, similarly here too, he should not be allowed to testify; since he has in interest that the field remain by the buyer, he is not fit to testify if it is for his benefit!

⁹ (לאו בע"ד דידי את), for which the claim of עלי תרעומת is sufficient, but it is not sufficient to say that he has a vested interest so that he should not be eligible to testify. It is highly unlikely that he will testify falsely just so there should be no תערומות. To disqualify someone from testifying we require a monetary interest.

¹⁰ Even if the מערער is successful in taking away the field from the buyer, the buyer will have no complaint to the seller, since it was not his fault. Therefore if this was the only reason (תערומות) the seller would be able to testify.

¹¹ See footnote # 5.