



Daf In Review – Weekly Chazarah

Maseches Bava Metzia, Daf יא – Daf יב

Daf In Review is being sent l'zecher nishmas R' Avrohom Abba ben R' Dov HaKohen, A"H
vl'zecher nishmas Habachur Yechezkel Shraga A"H ben R' Avrohom Yehuda

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SHATAF NAHAR ZEISAV

- **Ulla in the name of Reish Lakish** said, the Mishna is only discussing a case where the trees were uprooted with clumps of earth, and only after they have been in the field that they were thrown into for 3 years. However, within those 3 years all the olives will belong to the owner of the trees, because he can tell the owner of the field, if you would have planted new trees you would not have been allowed to eat for the first 3 years in any case.
 - **Q:** The Gemara says this logic is flawed, because the owner of the field can answer back, “If I would plant new trees, after 3 years I would be able to eat all of the produce, but in our case you will be eating half of the produce forever”!? **A:** Rather, **Ravin in the name of Reish Lakish** said, the Mishna is only discussing a case where the trees were uprooted with clumps of earth, and only within 3 years of having the trees been in the field. However, after those 3 years all the olives will belong to the owner of the field, because he can tell the owner of the trees, “If I would plant new trees, after 3 years I would be able to eat all of the produce!”
 - **Q:** The Gemara says this logic is flawed, because the owner of the trees can answer back, “If you would have planted new trees you would not have been allowed to eat for the first 3 years in any case, but yet you have split the produce with me for those 3 years!?” **A:** The Gemara says, the field owner can answer back and say, “The reason I can eat half the produce of the first 3 years is because if I would have planted trees, I would have had narrower trees, with less shade, which would have allowed me to plant other things underneath them. Now I cannot do so. That is why I am entitled to half the produce.”
- A Braisa says, if the owner of the olive trees that were uprooted and deposited into someone else’s field says, “I will take my trees back to my field”, we do not listen to him.
 - **Q:** Why is this so? **R' Yochanan** said, to ensure the settling of the land of EY. **R' Yirmiya** said, there is a great need to try and explain the reason for this ruling.
- A Mishna says, **R' Yehuda** says, if someone becomes a sharecropper on a “sdei avosav” (an ancestral field) from a goy, he must first give maaser and then give the goy his share. The talmidim thought that “sdei avosav” refers to land in EY, and it is so called, because it is the land of Avrohom, Yitzchak, and Yaakov. They also thought that a goy can’t be koneh land in EY with regard to removing it from a maaser obligation. Therefore, he is treated like one who leases a field for a fixed price (rather than a percentage), who must always first take off maaser and then pay, and the sharecropper of land in EY from a goy is treated in this way as well.
 - **Q:** **R' Kahana** asked **R' Pappi** (or **R' Zvid**), a Braisa says that **R' Yehuda** says that if a goy forcibly takes a “sdei avosav” and a Yid then becomes a sharecropper on that field, he must first remove maaser and then give the goy his share. According to what was said above, this is even if the goy didn’t take it forcibly!? **A:** We must say that a goy could be koneh land in EY to the point of making the land patur from maaser, and a sharecropper will not be treated like a fixed lessee. When the Mishna says “Sdei avosav”, it refers to a goy who actually forcibly took the field from the father of the sharecropper. The Mishna is saying that this sharecropper must give maaser, because he would work this field even if he has to give maaser for the goy’s share, because he is emotionally attached to the field. However, any other person would not have to give maaser for the goy’s portion, because that would deter him from working the field and would leave the field desolate.
 - **Q:** Why did the **Rabanan** penalize the sharecropper in this case? **A:** **R' Yochanan** said they did so, so that it will be expensive for him to act as a sharecropper, and he will instead take pains to

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get the field back from the goy. **R' Yirmiya** said, there is a great need to try and explain the reason for this ruling.

- We have learned, if someone planted trees in another person's field without permission, **Rav** says he is paid the lower of his expenses or the value of what he planted, and **Shmuel** says we assess how much someone would pay to have a person plant these trees for him, and he gets paid that amount of money. **R' Pappa** said, they don't argue – **Shmuel** is talking about a case of a field that is ready to have trees planted, and **Rav** is talking about a case of a field that is not.
 - This ruling of **Rav** was learned from a story that took place where someone planted trees in another's field without permission. **Rav** told the owner to go and assess the value of what was done. The owner told **Rav** that he does not even want trees in his field. **Rav** told him to go and assess the expenses and the value of what was done (and pay the lesser of). The owner again said that he did not want the trees at all. Ultimately **Rav** saw that the owner fenced in the trees to guard them. He said, this shows that he wants them and therefore he must pay what people normally pay for someone to plant them for him.
- We have learned, if someone went into another's ruin and rebuilt it for him without permission, and then told the owner "I will take back my wood and stones", **R' Nachman** says we allow him to do so, and **R' Sheishes** says that we do not.
 - **Q:** A Braisa says, **R' Shimon ben Gamliel** said that **B"R** say we would allow him to do so, and **B"H** say we would not allow him. Shall we say that **R' Nachman** follows **B"R**? **A:** There is another Braisa where **R' Shimon ben Elazar** says we do allow him. **R' Nachman** would follow **R' Shimon ben Elazar**.
 - **Q:** What is the halacha – do we allow him or not? **A:** **R' Yaakov in the name of R' Yochanan** said, in the case of the builder of a house, we would allow him. In the case of one who planted trees, we would not allow him, so as to assure the development of the land of EY. Others say we would not allow in the case of the trees, because the land has already been weakened, and removing trees would do further damage.
 - The difference between these reasons would be if this took place in chutz laaretz.

MISHNA

- If a person rents a house to another, he may not evict him in the winter – which is from Succos to Pesach. In the summer months he must give 30 days' notice. In large cities (where there is a housing shortage) he may only evict in the summer or the winter with 12 months' notice. With regard to stores, whether in small cities or large cities he must give 12 months' notice to evict. **R' Shimon ben Gamliel** says, in the case of bakeries or places where they dye, he must give 3 years' notice.

GEMARA

- **Q:** Why is it that he can't evict in the winter? If it is because when one rents for the winter he has agreed to rent for the entire winter, then the same should be said for one who rents in the summer, so why can one evict then with 30 days' notice? **A:** The reason is that in the winter it is difficult to find housing to rent.
 - **Q:** The Mishna says that in large cities he may evict with 12 months' notice. This seems to allow for this even if the 12 months' were to end in the winter. According to what was just said he should not be allowed to evict in the winter!? **A:** **R' Yehuda** said, the Mishna should be understood as follows. If one rents a house without specifying a term, he may not evict him in the winter unless he gave 30 days' notice before Succos.
 - A Braisa says this as well. The Braisa says, when the Mishna says "30 days'" and "12 months'" it is giving a notice period that is required. And, just as the landlord must give notice for eviction, the tenant must give notice before leaving as well, so that the landlord can find a replacement tenant.
- **R' Assi** said, if even one day of winter has come, the landlord may no longer evict from Succos to Pesach.
 - **Q:** We have said that he can if he gives 30 days' notice before Succos!? **A:** He means to say, if the notice is any less than 30 days before Succos, he may not evict him until after Pesach.
- **R' Huna** said, the landlord may increase the rent at the end of the term even without having given notice.

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- **Q: R' Nachman** asked, that is essentially evicting him!? **A:** The case is where it became more expensive to rent houses. Therefore, notice is not needed.
- It is obvious that if a landlord's own house collapsed he may ask his tenant in another house to leave (if the term is over) even without notice, because he can tell him that he is no more important than him, and he now needs a place for himself to live. Also, if the landlord sells the property, the new owner cannot evict the tenant, because the tenant can tell him – you are no better than the one you bought from (and just as he could not evict me without notice, neither can you). If the landlord married off a son and needs a place for the new couple to live, we make a determination – if he could have given notice, then we don't allow eviction without the proper notice. If he could not have given notice, then we allow for the eviction, because we allow the landlord to say “you are no more important than me”.
 - There was a person who bought a boatload of wine. He needed a place to store it all, and asked a particular woman if she had someplace to rent. She said that she did not. He went and gave her kiddushin, and she then rented him a place for his wine. He went back to his house and wrote her a get. She then went and hired workers to remove the wine from her property, left the wine on the road, and paid the workers with the wine itself. **R' Huna the son of R' Yehoshua** said, this man deserved what was done to him.
 - The action taken by the woman is allowed not only if the storage area that he used is something that she normally did not rent out. Even if it was an area that was normally rented, she can say that she did not want him there and can evict him for having gotten his stuff there through trickery.

R' SHIMON BEN GAMLIEL OMER SHEL NACHTOMIM...

- A Braisa explains, the reason they are given more time is because they give long-term credit to their customers and therefore need to be around to collect.

MISHNA

- With regard to a rented house, the landlord is obligated to provide the door, the bolt, and the lock, and anything that a craftsman is needed to make. Anything else is the responsibility of the tenant.
- The animal wastes found in the chatzer of a rented house belong to the landlord, and the tenant only gets the ash of the “tanur” and the “kirayim” (two types of ovens).

GEMARA

- A Braisa says, regarding a rented house, the landlord must provide the doors, must cut out windows, must reinforce the ceiling, and must support any beams. The tenant is responsible to make the ladder needed for roof access, to make a gate on the roof, to put up gutters, and to plaster the roof.
 - **Q:** They asked **R' Sheishes**, who is chayuv to put up the mezuzah? The Gemara asks, **R' Mesharshiya** said that the mezuzah is the obligation of the one who lives in the house!? Rather, the question was, who must prepare a proper place for the mezuzah to be put in? **A: R' Sheishes** said, our Mishna said that anything that a craftsman is not needed to make, is the responsibility of the tenant. Therefore, this is the responsibility of the tenant.
- A Braisa says, with regard to a rented house, the tenant is responsible for the mezuzah, and the tenant may not take it with him when he leaves. However, if the landlord is a goy, the tenant may take the mezuzah with him when he leaves. It once happened that a tenant took his mezuzah with him when he left, and he ultimately buried his wife and two sons.
 - **R' Sheishes** explained that this story was in a case where the landlord was a Yid.

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HAZEVEL SHEL BAAL HABAYIS V'EIN LASOCHER...

- **Q:** What is the case? If the chatzer was rented to the tenant along with the house, and the animal belonged to the tenant, why does the animal waste belong to the landlord? If the chatzer was not rented to the tenant, and

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the animals belong to the landlord, of course the waste belongs to the landlord!? **A:** The case is where the chatzer was not rented to the tenant, and animals from other people walked into the chatzer and left wastes there.

- This supports **R' Yose the son of R' Chanina**, who says that a person's chatzer can be koneh for him even without his knowledge.
 - **Q:** A Braisa says, if a person says "let my chatzer be koneh for me all lost items that come into my chatzer today", the statement is not effective. Now, according to **R' Yose the son of R' Chanina** it should be effective!? **A:** The Braisa is talking about a chatzer that is not guarded, in which case even **R' Yose the son of R' Chanina** agrees that it cannot be koneh for the owner.
 - **Q:** The Braisa then says that if there is known to be a lost object in the city that day, his statement is effective. Now, if the chatzer is not guarded, why would this make a difference? **A:** If it is known that there is a lost item, people will separate themselves from the item once it is in his chatzer, and the chatzer therefore gets the status of a guarded chatzer.
 - **Q:** A Braisa says, the ashes from the ovens and that which is caught in the airspace of the chatzer (e.g. in a hanging bucket) belongs to the tenant, but the wastes in the barn and the chatzer belong to the landlord. Now, according to **R' Yose the son of R' Chanina** even what is caught in the airspace should belong to the landlord, because that is in his chatzer!? **A: Abaye** said, the case is where he attached a bucket underneath the animal. In that case the chatzer is not koneh for him. **Rava** said, airspace that is not destined to land in the chatzer is not considered to be in the chatzer, and that is why the chatzer is not koneh.
 - **Q:** We find that **Rava** was unsure about this issue, so how can he be so sure here? **A:** In the case in which he is unsure a wallet is thrown through a house. In that case there is nothing intervening between the wallet and the floor, and that is why he says maybe it is considered to have landed in the house. In our case, the bucket intervenes, and that is why he is sure that it is not considered to have landed on the ground.
 - **Q:** Why does the Braisa have to give the cases of the barn and the chatzer? **A: Abaye** said, the Braisa is referring to one case – a barn in a chatzer.
 - **R' Ashi** said, from here we see that when a person rents his chatzer without specifying, it does not include rental of the barn.
 - **Q:** A Braisa says that doves in the dovecote or the attic are considered to be from the wild and are therefore subject to the mitzvah of shiluach hakein, but are considered gezel to take, for the sake of peace. Now, according to **R' Yose the son of R' Chanina** we should say that his chatzer is koneh and it should not be considered as birds from the wild, which should make the mitzvah inapplicable!? **A: Rava** said, the Braisa is talking about an egg that is mostly out of the mother, but has not yet fallen into the chatzer. In this case it is chayuv in the mitzvah, because he is not yet koneh.
 - **Q:** If so, why would it be considered gezel to take them? **A:** This part of the Braisa is referring to the mother bird. **A2:** It is referring the egg, but since most has already emerged from the mother, the owner of the chatzer has in mind to be koneh, so the **Rabanan** said it should not be taken from him.
 - Now that **R' Yehuda** has said that it is assur to be koneh eggs that are still being roosted on by the mother, we can even answer that the Braisa is talking about where the egg already came out of the mother, and that is why it is chayuv in the mitzvah. However, since the person himself cannot yet be koneh at that point, his chatzer cannot be koneh for him either.
 - **Q:** If so, why is taking them considered to be gezel D'Rabanan? If the mitzvah was done, it should be gezel D'Oraisa to take them, and if the mitzvah was not yet done, it should not be gezel at all!? **A:** The case is where a minor took the eggs, and he is not subject to the mitzvah.

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- **Q:** A minor is not subject to a D'Rabanan for the sake of peace either!? **A:** The Braisa means that the father of the minor should return the eggs for the sake of peace.

MISHNA

- If someone rents a house for a year and the year then became a leap year, the tenant gains the extra month. If he rented by the month and the year became a leap year, the landlord must be paid for the additional month.
 - It once happened in Tzipori that someone rented a bathhouse for 12 gold dinars for the year, a dinar per month, and the year then became a leap year. When it was brought to **R' Shimon ben Gamliel and R' Yose**, they said that the additional month should be divided.

GEMARA

- **Q:** The story seems to contradict the halacha of the Mishna!? **A:** There are words missing in the Mishna. The Mishna should be read as saying, if the arrangement was for “12 dinars for the year, a dinar per chodesh” and the year became a leap year, the additional month should be divided. The Mishna then brings the story to prove that point.
 - **Rav** said, had I been there I would have given the entire month to the landlord.
 - **Q:** Is he teaching that we follow the final expression that is said by a person? He has already said that elsewhere, where a seller gave a price of “an istira, 100 ma’os”, and **Rav** said we follow the 100 ma’os price!? **A:** In that case we would have thought that the seller is simply explaining what type of istira to use – one valued at 100 ma’os, but it is not because we follow that last expression. **Rav** therefore says it here to teach this concept.
 - **Shmuel** said, the case was where the landlord came to Beis Din in middle of that extra month, and that is why he got half of the month’s rent. Had he come at the beginning of the month, he would have gotten the entire month’s rent, because he is the muchzak on the bathhouse. Had he come at the end of the month he would have gotten nothing, because the tenant is the muchzak on the money at that point.
 - **R' Nachman** said, real property remains in the chazaka of the owner, and therefore the landlord would always get that extra month’s payment.
 - **Q:** Is he teaching us that we follow the last expression? **Rav** has already said that!? **A:** He holds that the landlord gets the extra month’s rent even if the arrangement would have been stated as “one dinar per month, 12 dinars for the year”.
- **Q:** They asked **R' Yannai**, if the tenant says that he already paid the rent and the landlord says he has not received it, who must bring proof?
 - **Q:** What is the case? If the rent was not yet due, we have learned in a Mishna that there is a presumption that a debt is not paid before it is due, and if it was already due, we have learned in the same Mishna that after a due date there is a presumption that it was paid!? **A:** The question is relevant on the due date itself. Do we say that people pay on that day or not?
 - **A:** **R' Yochanan** answered the question as follows. A Mishna says, if a hired worker asks to be paid on the day that the wages are due and the employer says it was already paid, the worker may swear and get paid. Now, it seems to be that only in this case the **Rabanan** make the plaintiff swear (typically it is the defendant who swears), because an employer is busy and could have easily been mistaken, and that is why we don’t want him swearing (he would think he is swearing truthfully). However, in the case of a rental, the obligation to swear would stay with the defendant (i.e. the tenant) and he would swear that he has already paid and would not have to pay anything more.

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- **Rava in the name of R' Nachman** said, if someone rents a house for 10 years and has an undated document stating that it is a 10 year term, and at some point the landlord says that 5 years have already passed, he is believed.
 - **Q: R' Acha MiDifti** asked **Ravina**, based on this, if someone lends 100 zuz with a document, the borrower should be believed to say that he paid him back half!? **A: Ravina** said, the cases are very different. A loan document is created to use to collect. If he had truly paid back, he should have written so on the document or gotten a receipt. A rental document is made just so that the tenant cannot claim that he owns the property. Therefore, it gives the tenant no rights at all.
- **R' Nachman** said, if someone lends a keili to another person who asked to borrow it “in good condition”, he may continue to borrow it forever as long as it is in usable condition. Even if he returns it, the borrower may demand that he get it back if he wants it again.
 - **R' Mari the son of the daughter of Shmuel** said, this is only if the lender made a kinyan to obligate himself to lend it again when asked.
- **Rava** said, if someone said “lend me a shovel to dig up this garden”, he may only use it for that garden. If he instead said “a garden”, he may use it for any one garden, regardless of size. If he instead said “gardens”, he may use it for all his gardens. If the shovel were to break, he would have to return the handle to the lender.
 - **R' Pappa** said, if someone said “lend me this well” to water my fields, and the well then collapsed, the borrower may not rebuild it. If he had instead said “a well”, he would be allowed to rebuild it and use it. If he had asked him to lend “a place on your property to dig a well”, he may continue to dig until he successfully finds water. However, he must make a kinyan to allow himself to dig the entire field.

MISHNA

- In someone rented a house and it collapsed, the landlord is obligated to provide another house for the tenant. If the rented house was small, he may not replace it with a larger house if the tenant does not want it, and if it was a larger house he may not replace it with a smaller house if the tenant does not want it. If the rented house had one room, he may not replace it with 2 rooms if the tenant does not want it, and if it was 2 rooms he may not replace it with one room if the tenant does not want it. He may not give him less windows or more windows, unless they both agree.

GEMARA

- **Q:** What is the case? If the agreement was for “this house”, the landlord should not even have to provide another house. If it was for “an unspecified house”, then why can't he give him a larger or smaller house? **A: Reish Lakish** said, the case is where he said “I am renting you a house with these dimensions”.
 - **Q:** If so, it would seem obvious that he has to give a house with those characteristics!? **A: Rather, Ravin in the name of Reish Lakish** said, the case is where the landlord said “I am renting to you a house like this”. The Mishna teaches that he must provide a replacement, because the house was not specified, but the replacement must match the specs of the house.
 - **Q:** This would still seem obvious, so why would the Mishna have to teach this? **A:** The case is that the house that he pointed to was on the waterfront. We would think that when he said “like this” he was referring to the fact that it was on the waterfront. The Mishna teaches that he meant the other specs of the house as well.

HADRAN ALACH PEREK HASHO'EL!!!

PEREK HAMIKABEL SADEH MEICHAVEIRO -- PEREK TESH'I

MISHNA

- With regard to a leased field, if the custom is to cut the produce, the farmer must do so. If the custom is to uproot the produce, he must do so. If the custom is to plow the field afterwards, he must do so. Everything must follow the local custom.

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- Just as a sharecropper divides the produce with the landlord, he must also divide the straw. Just as he divides the wine from a vineyard, he also divides the branches and the poles used to support the vines. They both must supply the support poles needed for the vines.

GEMARA

- A Braisa says, in a place where the custom is to cut the produce, he may not uproot it, and visa-versa, and either one (the landlord or the tenant) can stop the other from doing different than the local custom.
 - They can each demand that it be cut, if that is the custom, because the landlord can say that cutting leaves small pieces on the ground which helps to fertilize the land, and the farmer can say that it is too hard to uproot the produce.
 - They can each demand that it be uprooted, if that is the custom, because the landlord can say that uprooting clears the land better, and the farmer can say that he needs the straw for his animals.
 - **Q:** What does the Braisa mean to add when it says that either of them can stop the other from deviating from the custom? **A:** The Braisa is giving the reason why he cannot uproot if the custom is to cut and why he cannot cut if the custom is to uproot.

LACHROSH ACHARAV YACHAROSH

- **Q:** It seems obvious that this would have to be done!? **A:** The case is in a place where people don't weed the field while the crops are standing, but this farmer did. He then claims that the weeding should take the place of the plowing after the produce has been cut. The Mishna teaches that if that is what he intended, he should have specified before doing so.

HAKOL KIMINHAG HAMIDINAH

- **Q:** What does "hakol" come to include? **A:** It comes to include what is taught in a Braisa, which says that if the custom is to lease the trees in a grain field along with the field, they are considered to be leased (and the farmer gets a share of its fruit). In a place where it is not the custom, it is not considered to be leased.
 - **Q:** It seems obvious that if the custom is to lease it along with the field, that it is considered to be leased!? **A:** The case is where this sharecropping arrangement allowed the farmer to keep more than the going rate. The landlord says he did so because he did not intend on including the trees in the lease. The Braisa teaches that he should have specified his intent.
 - **Q:** It seems obvious that if the custom is not to lease it along with the field, that it is considered not to be leased!? **A:** The case is where this sharecropping arrangement allowed the farmer to keep less than the going rate. The sharecropper says he did so because he intended on including the trees in the lease. The Braisa teaches that he should have specified his intent.

KISHEIM SHECHOLKIN B'TVU'AH KACH CHOLKIN B'TEVEN UV'KASH

- **R' Yosef** said, in Bavel the custom is not to give straw to the sharecropper. He is teaching that if someone does give it, he is a generous person, but others need not follow his example.
- **R' Yosef** said, the first layer of earth used to make a raised border around the field, the second layer (used after the first layer was flattened), and the third layer, and the poles used for the thorn fence, are all the responsibility of the landlord. The thorns themselves are the responsibility of the sharecropper. The general rule is, anything necessary for the security of the field is the responsibility of the landlord. Anything needed for additional protection is on the sharecropper.
- **R' Yosef** said, the shovels, the pail, and the leather bottle (all used for the field) are the responsibility of the landlord. The sharecropper must make the irrigation canals.

KISHEIM SHECHOLKIN B'YAYIN KACH CHOLKIN B'ZMOROS UV'KANIM

- **Q:** What are "kanim" (poles) needed for in a vineyard? **A:** In the yeshiva of **R' Yannai** they said, these are smooth poles used to support the vines.
- **Q:** What does the Mishna mean to add when it says that they both must supply the poles? **A:** The Mishna is giving the reason why they divide them after they are done with their use.

MISHNA

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- If a farmer leases a field which is an irrigated field (it can't exist on rainwater alone) or is a field that also has a tree, and the stream used to water the field dried up or the tree was cut down, he may not deduct from his rent payment. If he had told the landlord "rent to me this irrigated field" or "this field with the tree", and then the stream used to water the field dried up or the tree was cut down, he may deduct from his rent payment to make up for the loss.

GEMARA

- **Q:** What is the case? If the main river dried up, the farmer should be able to say that this is a problem affecting everybody, and he should therefore be able to deduct from his rental payment (as we will learn later)!? **A: R' Pappa** said, the case is that the small river branch going to this field dried up. The landlord can therefore tell him that he can still water the field by drawing water from the main river with a pail.
- **R' Pappa** said, the first 2 Mishnayos of this perek apply to a case of sharecropping and to a case of a fixed rent. The other Mishnayos apply either to one or the other, but not to both.

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IHM AMAR LO CHAKOR LI SDEI BEIS HASHILCHIN ZEH...

- **Q:** Why can he deduct from the payment? Why can't the landlord say that when we agreed to the "irrigated field" that term was used as an identifier, not to be meant as a characteristic of the field!? We find a Braisa that says that if a seller says he is selling "a beis kor" or "a vineyard" or "an orchard" the sale is valid even if there is truly no beis kor, no vines, or no trees, as long as the field was known by that name!? **A: Shmuel** said, our Mishna and the Braisa are different cases. The Braisa's ruling would be appropriate when then landlord was the one who named the property. Our Mishna is talking about where the tenant was the one who said "an irrigated field", and he surely means it to be an essential characteristic of the lease. **A2: Ravina** said, even our Mishna is discussing where it was the landlord who described the land as being "an irrigated field". However, the Mishna says that he also said "this irrigated field". By saying "this" that means that they were standing right by the field. Therefore, there would be no need to further identify the field. Therefore, it must be that when he says "irrigated field" it is meant as being an essential characteristic of the lease.

MISHNA

- If a sharecropper did not plow or seed the field (which leaves no produce for the landlord to share in, per the sharecropping agreement), we assess the field to determine how much it *should* have produced, and he must pay the landlord his share based on that. This is based on the terms of the standard sharecropping contract that says, "if I leave the field uncultivated and do not work the land, I will pay according to the best".

GEMARA

- **R' Meir** would darshen the language used by regular people. We see this in a Braisa, where **R' Meir** says that because people write in the sharecropping contracts, "if I leave the field uncultivated and do not work the land, I will pay according to the best", if he does not work the land he will have to pay as if he did.
 - **R' Yehuda** would darshen the language used by regular people. We see this in a Braisa, where **R' Yehuda** says that a husband must pay for the obligatory korbanos of his wife, based on the statement in the kesubah that says "the obligations that you have are on me".
 - **Hillel Hazaken** would darshen the language used by regular people. We see this in a Braisa, where **Hillel Hazaken** said that certain women were not considered married even though they had accepted kiddushin, because the kesubah that they got with the kiddushin said "when you enter into the chuppah you will become my wife". Based on this, he was able to save their children they had from another man, from getting the status of mamzeirem.
 - **R' Yehoshua ben Korcha** would darshen the language used by regular people. We see this in a Braisa, where **R' Yehoshua ben Korcha** says that a person should not take collateral worth more than the loan, because the collateral agreement (written when the creditor gives the collateral back so that the debtor

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can use it, but has still not paid the debt) says “the rights of repayment that you have on me are equal to this collateral”.

- **Q:** This suggests that an agreement is needed to allow the creditor to take the collateral back. However, we have learned that **R’ Yochanan** said that once collateral is taken and given back for the debtor to use, it may even be taken back by the creditor from the heirs of the debtor!? **A:** The written agreement helps in that it fixes the value, so that if the collateral becomes worth less in the hands of the debtor, that loss will have to be borne by the debtor.
- **R’ Yose** would darshen the language used by regular people. We see this in a Braisa, where **R’ Yose** says that where the local custom is to treat a dowry as a loan (essentially making it nichsei tzon barzel, which must be returned upon termination of the marriage, at the value it was given at the time of the marriage), the husband may collect this amount from his father-in-law as if it were a loan. If the custom is to double the value when writing it into the kesubah, the husband would only be able to collect half the amount written.
 - In Neharbilai a husband would only collect 1/3 of the amount (they would record the value at three times the true value).
 - **Mareimar** would allow the husband to collect the full amount stated in the kesubah. **Ravina** asked, the Braisa says he only collects the true amount!? **Mareimar** said, I was talking about where the husband made a kinyan on the stated amount with his father-in-law. The Braisa is talking about where no such kinyan was made.
 - **Ravina** inflated the amount of the dowry written into his daughter’s kesubah. The husband wanted to make a kinyan. **Ravina** told him, if you want to make a kinyan, I will not write the inflated value, and if I write the inflated value I will not make a kinyan with you.
 - There was a man who was dying and instructed that 400 zuz of his be given for his daughter’s kesubah. **R’ Acha the son of R’ Avya** sent to **R’ Ashi**, does this mean a true 400, which would then be written into the kesubah as 800, or does it mean he wanted to give 200 which should be written in as 400? **R’ Ashi** said, if he said “give her 400”, it means he wanted to give her a true 400 to be written in as 800. If he said “write for her 400”, he meant to give her 200 which should be written in as 400. **Others** say that **R’ Ashi** said, if he said “give her *for* her kesubah”, he meant to give 400 which should be written in as 800. However, if he said “*in* her kesubah”, he meant to give 200 which should be written in as 400.
 - The Gemara says, there is no difference whether he said “for” or “in”. We will always say that he meant to give 200 which should be written in as 400, unless he says “give her 400” without mentioning the kesubah at all.
- There was a sharecropper who leased the field and told the landlord “if I leave the field unworked I will give you 1,000 zuz”. He then left 1/3 of the field unworked. In Nehardai they said that he must pay 1/3 of the 1,000 to the landlord. **Rava** said, it was only said as an asmachta, and therefore it is not binding.
 - **Q:** According to **Rava**, why is that case different than our Mishna, where if he leaves the field unworked he must pay from the best? **A:** The Mishna is not a case of an exaggerated amount, and he therefore means it and it is binding. This story was a case of an exaggerated amount, and therefore it is not binding.
- There was a farmer who leased land with the understanding that he would plant sesame, but he instead planted wheat (which is typically less valuable, but also doesn’t erode the nutrients of the land as much as sesame). It so happened that the value of the wheat was the same as sesame would have been. **R’ Kahana** thought to say that the landlord should have to give some value back to the sharecropper for what he saved in depletion of nutrients. **R’ Ashi** told him, an owner would rather have his field more depleted, but not get less money. Therefore, he need not account for that.
- There was a farmer who leased land with the understanding that he would plant sesame, but he instead planted wheat. It so happened that the value of the wheat was *more* than sesame would have been. **Ravina** thought to say that the landlord should have to give some value back to the sharecropper for the additional value that he

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produced. **R' Acha MiDifti** told him, the land was a factor in the large wheat crop and value, and therefore the landlord shares in it as well.

- In Nehardai they said, an “iska” arrangement (where one partner provides the capital and the other does the work, and the profits and losses are divided) is considered to be half a loan and half a deposit. This was done to benefit the “borrower” (the working partner limits his exposure to half the money) and to benefit the “lender” (the capital partner is guaranteed repayment on half the money). Now that we say that half is a loan, if the working partner wants, he can spend that loan any way he wants. **Rava** said, it was only given to him to work the business, so it must be used for the business.
 - **R' Idi bar Avin** said, if the working partner dies, the half that is a loan is considered to be moveable property and is therefore not collectible from his children. **Rava** said it was given so that it not be considered moveable property, and therefore could be collected from his children.
 - **Rava** said, if there is one iska arrangement that was written into two separate contracts (half the capital was written into one and half into the other), it puts the capital partner in a position to lose out (typically the working partner receives a larger share of the profits to prevent a ribis issue, and therefore, if one iska contract produces a loss which is shared equally and the other produces a profit, they will not be netted and the capital partner will lose out). If there are 2 iska arrangements but only one contract, it puts the working partner in a position to lose (in this case they will be netted even if they shouldn't be, producing the opposite result of the last parenthetical).
 - **Rava** said, if a working partner lost the money, but didn't tell the capital partner, and instead worked and made enough to bring the capital back to where it started, he cannot then ask the capital partner for some of the money that he made, because the capital partner can tell him “you purposely didn't tell me that you lost the money, because you wanted to be known as a success in business!”
 - **Rava** said, if there were 2 working partners in a deal (along with a capital partner), and they made a profit even before the time for the partnership to end arrived, and one of the working partners told the other, “let's divide the profits and dissolve the partnership”, the other working partner can prevent him from doing so. Even if he just asks to take his share of the profits the other partner can refuse to do so, because he can say that the profits are needed for the principal (to make up for future losses and to invest further). If he asks for half of all money (which would be a dissolution of the partnership) the other partner can say that all the capital is needed for the continued success of the enterprise and to make up for any future losses. Even if he says he wants to divide the capital and agrees to give money back in the event of a loss, the other partner can refuse by saying “the mazal of two people is better than the mazal of one”.

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MISHNA

- If someone leases a field (with fixed payments) and does not want to weed the field while the produce is growing, and says to the landlord, “What do you care what I do, since I will be giving you fixed payments in any case!”, we do not listen to him, because the landlord can reply “when this lease is over you will leave and I will be left with a field of weeds”.

GEMARA

- If the farmer tells the landlord that he will plow the field after cutting the crop, and this plowing will alleviate the weed problem anyway, the landlord can still insist that he weed the field, because he can say that the wheat that will grow will be of lower quality if the field is not weeded. If the farmer says, “I will go and buy higher quality wheat to pay you with”, the landlord can say “I want to get paid with wheat from my field, and therefore you must weed to produce higher quality wheat”. If the farmer says “I will only weed an area large enough to produce the wheat that I can use to pay you with”, the landlord can say, “by not weeding you are causing my field to have a bad name”, and the farmer would therefore be required to weed.

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- **Q:** The Mishna gave one reason that the landlord can force him to weed, namely that the landlord can say “when this lease is over you will leave and I will be left with a field of weeds”. Why did the Gemara give all these additional reasons? **A:** Rather, the reason that a plowing after cutting is not enough is because the landlord can say, “when you plow, there will be seeds of the weeds that fall back into the ground and take root again”. That is why he can force him to weed.

MISHNA

- If a sharecropper worked a field and sees that there will not be a sufficient crop to warrant his continued working the field, if there is enough growing to produce a pile of produce, he must work the field to yield that produce. **R’ Yehuda** said, what is the logic of the pile being the determining measurement? Rather, if there is enough produce to seed the field (which would be a measurement relative to the size of the field), then he would have to work the field to yield that produce.

GEMARA

- A Braisa explains our Mishna and says, if a sharecropper worked a field and sees that there will not be a sufficient crop to warrant his continued working the field, if there is enough growing to produce a pile of produce, he must work the field to yield that produce, because the sharecropping agreement says that the farmer will do all the work necessary to produce a pile of produce and that they divide it accordingly. Therefore, as long as a pile will be produced, he must do the work.
- **Q:** How large must the pile be (how much produce)? **A: R’ Yose the son of R’ Chanina** said, large enough so that the winnowing shovel can stand in it.
 - **Q:** What if the shovel can stand in the pile, but it sticks out on both sides when it does so? **A: R’ Avahu** said, that the statement was explained to him to mean that no part of blade of the shovel can be seen when it is stuck into the pile.
 - We learned that **Levi** said the pile must be of 3 se’ah, and the yeshiva of **R’ Yannai** said it must be of 2 se’ah. **Reish Lakish** said, the 2 se’ah must be net of the expenses of the farmer.
- A Mishna says, with regard to the “pritzim” of olives and grapes, **B”S** said that they are able to become tamei, and **B”H** said that they are always tahor.
 - **Q:** What are “pritzim”? **A: R’ Huna** said, this refers to fruit that never ripens.
 - **Q:** How ripe can they get, but still be called “pritzim”? **A: R’ Elazar** said, if they produce only 4 kav of oil from the amount of olives pressed at one time in the olive press. The yeshiva of **R’ Yannai** said, if they produce only 2 se’ah (12 kavs) of oil from the amount of olives pressed at one time in the olive press.
 - They do not argue. **R’ Elazar** is talking about a place where they press one kor of olives at a time, and **R’ Yannai** is talking about a place where they press 3 kor at a time.
- A Mishna says, if a tahor person and a zav both climb a weak tree or a weak branch of a strong tree, the tahor person becomes tamei (because it is as if one of them is leaning on the other, in which case a zav makes the other person tamei).
 - **Q:** What is the case of a weak tree? **A:** In the yeshiva of **R’ Yannai** they said, it is any tree whose trunk is not thick enough to carve out a quarter of a kav.
 - **Q:** What is the case of a weak branch? **A: Reish Lakish** said, it is any branch that is thin enough that it can be totally covered when someone grabs it.
- A Mishna says, if a person walks in a beis hapras (where a grave was plowed over) on stones that are able to move, or riding on a weak person or weak animal, he becomes tamei.
 - **Q:** What is the case of a weak person? **A: Reish Lakish** said, it refers to a person whose knees bump into each other when someone rides on him.
 - **Q:** What is the case of a weak animal? **A:** In the yeshiva of **R’ Yannai** they said, it is any animal that lets out waste when someone rides on it.
- In the yeshiva of **R’ Yannai** they said, for davening and for tefillin, it is 4 kav.

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- With regard to davening, this refers to a Braisa that says, if someone is carrying a load and it comes time to daven, if the load is less than 4 kav, he may throw it to his back and daven. If it is more than 4 kav, he must put it down on the ground and then daven.
- With regard to tefillin, this refers to a Braisa that says, if a person was carrying a load on his head and was wearing tefillin on his head, if the tefillin were being crushed, it is assur to carry the load while wearing tefillin, and if not it is mutar. What is considered a load that would crush the tefillin? A load of 4 kav.
 - **R' Chiya** taught a Braisa, if one carries fertilizer on his head and is wearing tefillin on his head, he should not move the tefillin to the side, or take them and tie them around his waist, because that would be embarrassing the tefillin. Rather, he should tie the tefillin to his arm in the place of where the arm tefillin are worn.
 - In the name of the yeshiva of **Shila** they said that it is even assur to put the tefillin's covering on a head that is wearing tefillin. **Abaye** explained, that according to this view, it would even be assur to carry a load of $\frac{1}{4}$ of $\frac{1}{4}$ of a litra of Pumbedisa.

AMAR R' YEHUDA MAI KITZVA BIKRI ELAH IHM YEISH BO KIDEI NEFILAH

- **Q:** How much is needed to seed a field? **A: R' Ami in the name of R' Yochanan** said, it is 4 se'ah for every kor. **R' Ami** himself said it is 8 se'ah for every kor.
 - A certain elder told **R' Chama the son of Rabbah bar Avuha**, these views are not arguing. In the years of **R' Yochanan** the land was better and needed less seed. In the days of **R' Ami** it needed more seed.
- A Mishna says, if a wind came and scattered the cut grain over the leket that was left in the field, we assess how much leket this field should yield and the owner gives that amount to the poor people. **R' Shimon ben Gamliel** says he gives the poor people "kidei nefilah" (the amount that normally falls).
 - **Q:** How much is "kidei nefilah"? **A: R' Dimi said in the name of R' Elazar or R' Yochanan** it is 4 kav for every kor.
 - **Q: R' Yirmiya** asked, is it per kor of seed planted or per kor of produce that grew? And, if it is per kor of seed, is it based on how a field is seeded by people or by oxen (which ends up using more seed)? **A: Ravin in the name of R' Avahu in the name of R' Elazar** (and some say it was said in the name of **R' Yochanan**) said, it is four kav per kor of seed.
 - **Q:** Is it as seeded by people or by oxen? **A: TEIKU.**

MISHNA

- If a farmer leases a field and locusts came and ate the crop, or strong winds came and destroyed the crop, if this was a situation that plagued the entire area, he may deduct from his rental payment (in proportion to the loss incurred). If this situation only affected this field, he may not reduce the rental payment (it is the farmer's mazal that caused it). **R' Yehuda** says, if he leased the field for monetary payments (instead of payments of produce), in either case he would not be allowed to reduce the rental payment.

GEMARA

- **Q:** What is the case of it affecting the entire area? **A: R' Yehuda** said, for example, where most of the valley where this field was in, was effected by this wind damage. **Ulla** said, for example where the 4 surrounding fields of this field were also affected by this wind damage.
 - **Q: Ulla** said, they asked in EY, what if only one row of each of the surrounding fields were effected? What if the 4 surrounding fields were totally destroyed except for the row adjacent to the rented field? What if uncultivated fields separated between the rented field and the surrounding, damaged fields? What if they were separated by fields that grew aspasta? What if they were separated by other fields that were growing other types of crops, and which were not damaged? Is wheat and barley considered different crops for this purpose? What if all the world's crops were damaged with wind and the rented field was damaged with yellowing (due to drought), or visa-versa? **A: TEIKU.**

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- **Q:** If the farmer was told by the landlord to plant wheat, and he instead went and planted barley, and most of the surrounding fields, including this rented field, was then destroyed by wind, what is the halacha? Do we say that the farmer can say, had I planted wheat it would also have been destroyed, or can the landlord say that had he planted wheat, maybe my tefillos would have prevented it from being destroyed!? **A:** It makes sense to say that the landlord can say that had wheat been planted maybe his crop would have been spared.
- **Q:** What if all the landlord's fields (wherever they are) were destroyed, but the other surrounding fields were not? Do we say that since the surrounding fields were not affected, the farmer cannot reduce the rent, or do we say that the farmer can tell him "this is clearly your bad mazal that caused the damage" and therefore he could reduce the rent? **A:** It would make sense that the landlord can tell him, if it was based on my bad mazal, Hashem would have left me over something to exist on (as a pasuk teaches). Since there is nothing at all left, it must be that it is not based on my mazal.
- **Q:** What if all the farmer's fields (even in other areas) were destroyed, and the surrounding fields to the rented field were also destroyed? Do we say that since the surrounding fields were destroyed he can deduct from the rent, or do we say that the landlord can tell him "since all your fields were destroyed, this is based on your bad mazal" and he therefore cannot deduct from the rent? **A:** It makes sense to say that the landlord can say it is based on the farmer's bad luck.
 - **Q:** Why can't he say that if it was based on his bad luck, Hashem would have left over something for him to exist on? **A:** It is because the landlord would reply, Hashem would leave you over something in one of your other fields, not in a field that you are renting.
- **Q:** The Gemara earlier said that "destruction of the entire area" refers to a situation where the surrounding fields were destroyed along with the rented field. A Braisa says, with regard to a purchased field that must remain with the purchaser for two years before the seller may redeem it, if one of those years was a year of fields being damaged by wind or yellowing, or shmitta, or there was a drought like the times of Eliyahu, then it is not counted as one of the two years that the field must remain with the purchaser before being redeemed. Now, the Braisa seems to compare the wind and yellowing damage to that of the drought of Eliyahu, presumably teaching that just as there was absolutely no produce to be found in the latter, the former is also referring to where there is no produce to be found, which would mean that a localized damage would not be sufficient!? **A: R' Nachman bar Yitzchak** said, the case of the purchased field is different, because the pasuk says "b'mispar shnei tevuos yimkar lach", which teaches that there must be produce in the world for the year to be counted.
 - **Q: R' Ashi** asked **R' Kahana**, based on this, shmitta should be considered a "year of produce" since there is produce to be had in chutz laaretz!? **A:** He said, shmitta is a year that Hashem says should not be counted for this purpose.
 - **Q: Mar Zutra the son of R' Mari** said to **Ravina**, based on this, why is it that when one redeems a field from hekdesh, he *does* take the shmitta year into account!? **A:** He answered, that is because shmitta is still a useful year for the field in that it can be used to spread fruit to dry.
- **Shmuel** said, the tenant may only reduce the rent payment if he planted, it grew, and then the locusts came and ate it. However, if he never planted the field, he cannot reduce the rental payment, because the landlord can say that it is possible his field would have been spared.
 - **Q: R' Sheishes** asked, a Braisa says, if a shepherd left the flock and entered the town, and a wolf or lion came and killed an animal, we do not say he is chayuv because had he been there he could have prevented the damage, rather we assess the situation. If he would have been able to save the animals, he is chayuv, and if not, he is patur. Now, why don't we say in that case also that the owner can say, if you would have stayed there maybe his animals would have been saved!? **A:** That case is different, because the shepherd can say, if you were really supposed to have a miracle happen, it would have happened without me there as well.

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- **Q:** Why can't the owner say, maybe I don't merit a large miracle, but I would have merited a smaller miracle, which is what it would have been had you been there!? This remains a **KASHYEH**.
- **Q:** One Braisa says, the farmer must plant the field two times before he may reduce the rent, and another Braisa says he must do so 3 times!? **A:** The first Braisa follows **Rebbi**, who says a chazaka is created with two times, and the second Braisa follows **R' Shimon ben Gamliel**, who says a chazaka is created with 3 times.
 - **Reish Lakish** said, this limit (of planting 2 or 3 times) is only if he planted, it grew, and the locusts then ate the produce. However, if he planted and nothing grew, he must continue to plant for the entire planting season.
 - **Q:** Until what point is it considered to be the planting season? **A:** **R' Pappa** said, it is until the time that the sharecroppers come back from the field under the "kima" constellation (which is when Adar is over).
 - **Q:** A Braisa says, **R' Shimon ben Gamliel in the name of R' Meir** said, and **R' Shimon ben Menasya** said as well, that the planting season ends well before Adar!? **A:** The Braisa is referring to the planting time for the early crops (e.g. wheat), and **R' Pappa** was talking about for the late crops (e.g. barley and beans).

R' YEHUDA OMER IHM KIBLAH MIMENU B'MA'OS

- There was a person who rented a field for money payments, to grow garlic. The field was on the banks of the Malka Sava River. The river was diverted upstream and he therefore lost his water source. **Rava** said, this is very uncommon and is therefore considered to be a situation effecting everybody, and therefore the tenant may reduce the rent. The **Rabanan** asked him, our Mishna says that **R' Yehuda** holds if he is to pay money then even if the situation effects everybody he may not reduce the rent!? **Rava** said, no one holds like **R' Yehuda**.

MISHNA

- If a field was rented for 10 kor of wheat per year and the crop was damaged by wind, he may use that damaged wheat for the payment. If his wheat crop turned out to be a superior crop, he cannot tell the landlord that he will go and buy lesser quality wheat to pay him with. Rather, he must pay with the wheat of that field.

GEMARA

- There was a person who rented a field to plant aspasta, and the deal was that he would pay with kors of barley. The land produced aspasta, and the farmer then plowed and grew barley (instead of more aspasta), but the barley crop was damaged. **R' Chaviva of Sura DePras** asked **Ravina**, is this a case of damaged produce, which the Mishna says he may use to pay, or not? **Ravina** said, in the Mishna the field did not do what it was supposed to do (it didn't produce good grain). In this case the field did (it produced good aspasta), and therefore he cannot use the bad crop to pay.
- A person rented a vineyard for the payment of 10 barrels of wine. The wine produced in this vineyard spoiled. **R' Kahana** thought to say that this is the case of our Mishna, and the payment can be made with the spoiled wine. **R' Ashi** told him, in the Mishna the field did not do what it was supposed to do (it didn't produce good grain). In this case the field did (it produced good grapes), and therefore he cannot use the spoiled wine to pay.
 - **R' Ashi** would agree that if the grapes became wormy or the grain was damaged while left out to dry, that the rent could be paid with the spoiled produce.

MISHNA

- If someone rents a field to plant barley, he may not decide to plant wheat. However, if he rented it to plant wheat, he may decide to plant barley. **R' Shimon ben Gamliel** says, even the second case would be assur. If he rented it to plant grain, he may not decide to plant beans. However, if he rented it to plant beans, he may decide to plant grain. **R' Shimon ben Gamliel** says, even the second case would be assur.

GEMARA

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- **R' Chisda** said, the reason of **R' Shimon ben Gamliel** is the pasuk that says a person may not do different than he says.
 - **Q:** A Braisa says that **R' Shimon ben Gamliel** says that money collected for poor people for Purim may be used for another purpose even though the donor said it should be used for Purim. Why does he say in the Mishna that he can't change what was said initially? **A: Abaye** said, the reason of **R' Shimon ben Gamliel** is like **Rabbah bar Nachmeini**, who says that a field gets ruined when the produce planted is constantly changed and when the planting patterns are changed. Therefore, the farmer may not change the crop so as not to ruin the rented field.
 - This is only a problem if he doesn't plow twice after the harvest. If he does, it is not a problem.

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TEVUAH LO YIZRI'ENA KITNIS...

- **R' Yehuda** taught the Mishna to **Ravin** as saying "if he was supposed to plant grain, he may change and decide to plant beans". **Ravin** asked, the Mishna as we have it says that he may *not* change from grain to beans!? **R' Yehuda** said, I was paskening for the people of Bavel (where there is less concern for soil depletion, and therefore he may switch to beans even though beans deplete the soil more than grain), whereas the Mishna as you have it applies for EY (where there is greater concern).
- **R' Yehuda** said to **Ravin bar Nachman**, the "tichli" (cress) that grow among the flax may be taken by anyone and is not subject to gezel, because they do damage to the flax. However, the tichli around the border of the flax are assur to take. If the tichli became so hard that the seeds already ripened, they are assur to be taken even if they are among the flax, because at that point the damage was already done to the flax.
- **R' Yehuda** said to **Ravin bar Nachman**, the fruit of some of my trees belong to you, and the fruit of some of your trees belong to me (their fields shared a common boundary, and the roots of the trees at the border grew into the other's property, thereby nourishing from the other's property). This is based on the minhag that the ownership of the fruits follows the field in which the roots lie. We see this is a machlokes, where **Rav** says the ownership follows the roots (not the field where the tree stands) and **Shmuel** says the two owners split the fruits.
 - **Q:** A Braisa clearly says that the fruits of such trees (that stand in one property, but whose roots are in another property) are divided!?! **A: Shmuel** said, **Rav** would say that the Braisa is discussing where the roots of the tree were growing in both fields.
 - **Q:** This would be obvious!?! **A:** The case is where most of the fruit hangs over one of the fields. We would think that it should belong to that field. The Braisa teaches that it does not.
 - **Q:** This still seems obvious!?! **A:** We would think the owner of the field that has the fruit hanging over it can insist that the split happen along the border, thus giving him most of the fruit. The Braisa teaches that the other owner can insist that it be divided another way, that fairly divides the fruit.
- **R' Yehuda** said to **Ravin bar Nachman**, don't buy a field near the city, because, as we see from a statement of **R' Avahu in the name of R' Huna in the name of Rav**, that fields full of produce are prone to ayin harah, which can damage them. Therefore, don't buy a field in an area where people constantly walk by.
 - **Q:** We find that a talmid of **Rav** told **R' Abba** that **Rav** darshened the pasuk of "baruch atah basadeh" to mean that the bracha will be that a person's property will be close to the city!?! **A: Rav** said it is bad when there is no wall surrounding it, blocking it from view. He held it is good if there is such a wall.
 - **Rav** darshened the pasuk of "v'heisir Hashem mimcha kol choli" to refer to ayin harah (which is the source of all illness). This is consistent with another incident of **Rav** where he went to a cemetery and came out saying that 99% of the people there died from ayin harah, and only 1% from natural causes.
 - **Shmuel** said that this pasuk refers to wind, because he holds that wind is the source of all sickness and death.
 - **Q:** The people who are killed by the king do not die because of wind!?! **A:** If not for the wind, even those people could apply a medicine and heal themselves.

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- **R' Chanina** said the pasuk refers to cold, because he says that all sicknesses come from Heaven, except one who gets sick from being in the cold.
- **R' Yose bar Chanina** said the pasuk refers to bodily fluids, because we have learned that mucus from the nose and from the ears – if there is a lot it is not good, but if there is a little, it is good for the person.
- **R' Elazar** said the pasuk refers to the gall bladder. A Braisa suggests this as well. The Braisa says, the word “Machala” (sickness) in the pasuk refers to the gall bladder, which is so called because it makes the entire person sick. “Machalah” is also the gematriya of 83, because the gall bladder causes 83 sicknesses. These can all be combated by eating bread and salt in the morning and drinking a pitcher of water.
- A Braisa says, there are 13 things said about eating bread in the morning: it protects from the heat, from the cold, from winds, from mazikin, it makes the foolish people smart, it makes a person win a court case, it helps in the learning of Torah, and in the teaching of Torah, it helps that his words will be heard, it helps to remember what he learns, it reduces sweating, it makes that he should want tashmish with his wife and therefore desire no other woman, it kills the worms in the stomach, and some say it also removes jealousy and brings in love.
- **Rava** said to **Rabbah bar Mari**, what is the source of the saying of the **Rabanan** that one should get up early and eat, in the summer because of the heat and in the winter because of the cold, and people say that 60 runners cannot catch someone who eats breakfast? **Rabbah** said, it is from a pasuk that says that there shall be no hunger or thirst and the heat and sun will not harm them. **Rava** said, we can see it from the pasuk that says “you shall serve Hashem”, which refers to shachris, “uveirach es lachmicha v'es meimecha”, refers to eating bread with salt and water, “vahasirosi Machala mikirbecha”, and then says that there will be no sickness.
- **R' Yehuda** said to **R' Adda**, who would measure land, “you must be very careful when you measure land, because every tiny piece is fit to grow the most expensive type of produce, and is therefore very valuable”.
 - **R' Yehuda** said to **R' Adda**, who would measure land, “when measuring the 4 amos needed to be left uncultivated along the banks of an irrigation canal, you don't have to be so exact, and when you are measuring the 4 amos along a river bank, you don't even have to measure at all”. This is based on **R' Yehuda's** view that planting along the bank of the irrigation canal is only bad for the people who use the canal (so he need not measure a full 4 amos), but planting along the river bank is bad for everyone (so he should leave more than exactly 4 amos uncultivated).
 - **R' Ami** called out, an area the size of the width of the shoulders of the people who pull boats may be cleared of trees on both sides of a river (these people need to pass by this area). **R' Nosson bar Hoshaya** would allow them to cut down trees within 16 amos to the river. The people who owned the forest there were very upset with him. The Gemara says, he thought to allow 16 amos, like a reshus harabim. However, that is incorrect, because they only need enough space for them to walk by (like **R' Ami** said).
 - **Rabbah bar R' Huna** had a forest along the river. The people who pull the boats wanted him to cut it down. He told them, “let the people upstream and downstream from me cut theirs down, and then I will cut mine down”.
 - **Q: Reish Lakish** darshened a pasuk to teach that one must first correct himself and only then worry about others!? **A:** The forests near **Rabbah bar R' Huna** belonged to the goy who ruled the area. He knew that this goy would never cut down his trees, and therefore cutting down his own trees would not even help these boat pullers. Therefore, there was no point in him cutting down his trees.
 - **Rabbah bar R' Nachman** was traveling in a boat and passed by this forest. When he heard that it belonged to **Rabbah bar R' Huna**, he ordered the people to cut it down. When **Rabbah bar R' Huna** found his trees cut down, he said “whoever cut these down should have his branches cut down” (i.e. his children should die). They said, that as long as **Rabbah bar R' Huna** was alive, no children of **Rabbah bar R' Nachman** remained alive.

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