



Today's Daf In Review is being sent l'zecher nishmas Habachur Yechezkel Shraga A"H ben R' Avrohom Yehuda

Bava Basra Daf Kuf Vuv

MISHNA

- If a seller says, "I am selling you the beis kor that is within these markers, or within these boundaries", and it was later realized that the field was not a beis kor, if it is less than a sixth of deviation from a beis kor, the sale remains valid with no adjustment needed. If the deviation is more than a sixth, there would need to be an adjustment to the purchase price.

GEMARA

- We have learned that **R' Huna** says that a deviation of exactly one sixth is treated like a deviation of less than one sixth (and when the Mishna says "less than a sixth" it means to include exactly one sixth into that ruling as well), and **R' Yehuda** says it is treated like a deviation of more than one sixth (and when the Mishna says "more than a sixth" it means to include exactly one sixth into that ruling as well).
 - **Q:** A Braisa says, if a seller says, "I am selling you the beis kor that is within these markers, or within these boundaries", and it was later realized that the field was not a beis kor, but was rather a sixth less or a sixth more than a beis kor, it is treated as a case of where dayanim made a mistake in valuation, and the sale remains valid. Now, the case of a mistaken valuation by the dayanim is treated like a case of a deviation of more than a sixth, and we therefore see clearly from the Braisa that a deviation of exactly one sixth is treated like a deviation of more than a sixth!? **A:** **R' Huna** would say, the Braisa says that the sale remains valid! This means that the deviation of a sixth is treated like a deviation of less than a sixth. We must explain the Braisa to mean that the case of deviation of a sixth when a field is identified by markers or boundaries is like a mistake in valuation in some ways, but unlike this mistake in other ways. It is like a mistake in valuation in that the allowable deviation surrounds a sixth (as opposed to a half kav per se'ah). It is unlike a mistake in valuation in that a mistake in valuation equal to a sixth would make the sale batel, whereas a mistake of a sixth in the case of a field identified by markers or boundaries would result in a valid sale without any adjustment to the purchase price.
 - **R' Pappa** bought land from someone. The seller said that the land was 20 se'ah within certain markers or boundaries, but when it was later measured, it was found to only be 15 se'ah. **R' Pappa** went to **Abaye**, who told him, "you saw the field at the time of the sale and accepted it, and you therefore have no claim". **R' Pappa** asked, our Mishna said that if it is more than a sixth of deviation there must be a purchase price adjustment!? **Abaye** said, that is only when the buyer was not familiar with the field, but if he was, he has accepted the field as is and there is no adjustment. **R' Pappa** asked, "the seller told me it was 20 se'ah!" **Abaye** said, the seller meant that the field is as good as a field that is 20 se'ah.
- A Braisa says, **R' Yose** says, if brothers divide an estate using a gorel, once one brother takes his share by picking from the gorel, he is koneh his share and the other brothers are automatically koneh the other shares.
 - **Q:** Why is it that the others are koneh before they have chosen a gorel? **A:** **R' Elazar** said, it is like when EY was divided by a gorel (and just as there the kinyan took place even before all the gorels were drawn, the same is here).
 - **Q:** If we learn it from there, we should say that just as there the gorel was chosen from a box and under the auspices of the Urim V'Tumim, the same should have to be here!? **A:** **R' Ashi** said, when brothers divide an estate, with

the hana'ah that they get from the other consenting to the division, they each give over the share to the other brother.

- We have learned, if two brothers divide an estate and a third brother (until then unknown to them to be a shareholder in the estate) comes and claims a share of the estate, **Rav** says the initial division becomes batel and they must re-divide and include the third brother. **Shmuel** says they each take a portion of their share and give it to the third brother, but the initial division stays.
 - **Q: Rava** said to **R' Nachman**, according to **Rav** we see that a judgement is reversed, yet if there is a partnership with 3 partners and 2 of them decide to divide the assets and they do so into 3 portions, the third partner would not be able to void the division when he comes later on, so why is this any different!?
A: The cases are very different. In the case of the partnership, they initially divided for 3 partners. In the case of the brothers, they initially divided for 2 brothers, and only later added the third (which may lead to a less than fair share for the third brother).
 - **Q: R' Pappa** said to **Abaye**, according to **Shmuel** we see that the judgment stands and each brother keeps what he has taken, except that he must now give back some for the third brother's share. Based on this, it is difficult to understand the statement of **Rav and Shmuel** (stated earlier) that when one sells "a kor for 30 selah" they may renege on the deal any time before the final selah is given. According to **Shmuel** once someone has something the judgement stands, and since the buyer is in possession of the first 29 se'ah we should not be able to say that the transaction becomes batel!? **A:** Although in a case of brothers the judgement will stand, in a case of a sale the **Rabanan** instituted that it can be retracted up until the very last minute, because that is something that a seller and a buyer both want to have the ability to do. Therefore, **Shmuel** would agree that in that case they would be able to retract.