



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

Bava Basra Daf Samach Gimme!

- **Q:** It is obvious that if one who is giving away his possessions says, "let ploni share my possessions", the recipient acquires half the possessions. What if he says, "give ploni a share of my possessions"? Does that also mean half, or does it refer to a smaller piece? **A: Ravina bar Kisi** said, a Braisa says, if someone says, "give ploni a share of the water in my bor", **Sumchos** says he gets no less than a quarter of the water in the bor. We see from here that when someone says "give ploni a share of my possessions", he would get at least a quarter of the possessions.
- A Braisa says, if a Levi sells a field to a Yisrael with the stipulation that all maaser must be given to him (the Levi seller), the maaser belongs to the Levi seller. If he stipulated that it belong to him and his children, it belongs to the seller, and when he dies it belongs to his children. If he stipulated that he is to get the maaser for as long as the buyer owns the field, if the buyer sells the field and buys it back, the Levi seller is not entitled to any of the maaser.
 - **Q:** How is the Levi seller koneh the maaser? It is something that does not exist in the world, and a person can't be makneh something which is not in the world!? **A:** The Levi's stipulation creates that the Levi retains a piece of ownership in the field, which entitles him to a tenth of the produce (the maaser). Since the field is in existence, it works. We must understand the Levi's statement as meaning that he retains ownership in the field, because if not, it would have no true effect, and a person doesn't make statements with no effect.
 - **Reish Lakish** said, we can learn from the Braisa, if someone sells a house with the stipulation that he keeps the fenced in rooftop, the fenced in rooftop remains in his (the seller's) possession for rights beyond those that he would keep in the rooftop automatically (a person never includes the rooftop in the sale of a house), because otherwise the statement has no effect.
 - **Q:** What rights does he retain? **A: R' Zvid** said, that he may place beams that stick out from the roof into the chatzer, and **R' Pappa** said, that he may build another story on top of the roof, and therefore retains the right to rebuild the roof if it were to collapse.
 - **Q:** According to **R' Zvid**, it makes sense that this halacha is learned from the Braisa (that otherwise unnecessary words are understood in a way to give them effect), because the unnecessary statement is understood to give him a right that he otherwise would not have (to stick beams into a chatzer that is no longer his). However, according to **R' Pappa**, what is the statement accomplishing? He always had the right to build on the roof!? This remains a KASHYEH.
 - **R' Dimi of Neharda'ah** said, one who sells a house and wrote that he is selling the "depth and height" of the house, would have to also write "you will be koneh from the depth of the earth to the height of the sky" if he wants the buyer to be koneh the watering bor of the house. The reason is, that when one sells a house he does not mean to include the airspace above or below the house. Therefore, when he writes the "depth and height" he is only including the airspace above and below, and does not include the boros. When he then writes "you will be koneh from the depth of the earth to the height of the sky", he is then koneh the boros as well.
 - **Q:** Maybe we can bring a proof to this from the Mishna that says that the boros are not included in the sale of a house even

if he wrote the “depth and height” of the house. Now, if the airspace above and below the house are included in the sale automatically, the words “depth and height” should be effective to be koneh the boros as well. It must be as **R’ Dimi** said, that these words are needed to acquire the airspace above and below the house! **A:** It may be that the Mishna discusses a case where this phrase was not written, but if it was, the buyer would even be koneh the boros as well.

- **Q:** The Mishna says “even though the seller wrote “depth and height”” the buyer is not koneh the boros!?

- A:** The Mishna means to say, even if he didn’t write “depth and height”, it is as if he wrote it, in the sense that he is still koneh the space above and below the field, but with regard to being koneh a bor, if it is actually written, he would be koneh, and if it is not, he would not be koneh.

- **Q:** Maybe we can bring a proof from the Mishna that says that a buyer is not koneh a rooftop when it has a fence of 10 tefachim. Now, if a buyer is koneh the space above without any additional phrase being written, why is he not koneh if the rooftop has a fence around it? It must be that he is not koneh with the phrase of “depth and height”! **A:** It may be that even without the phrase of “depth and height” he would be koneh. However, a rooftop with a fence of 10 tefachim is considered to be a significant area and therefore an asset unto itself, which is not included along with the house.
- **Q:** **Ravina** said to **R’ Ashi**, we can bring a proof from **Reish Lakish**, who said that the Braisa teaches that if a seller sells a house and stipulates that the fenced in rooftop remains his, it remains his. **R’ Pappa** explained this to mean that he can build another story above the house if he wants to. Now, if without saying anything, the buyer is never koneh the area above the house, why does the seller need to make a stipulation in order for it to remain his!? **A:** **R’ Pappa** means that if the roof were to collapse, the seller would be allowed to rebuild it, not to building a floor on top of it.