



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

Bava Basra Daf Tzaddik Daled

MISHNA

- When one sells grain, the buyer is required to accept a quarter kav of impurities for every se'ah he buys. If he buys figs, he must accept 10 wormy ones per 100. For a cellar of wine, he must accept 10 barrels of souring wine per 100. For kegs in Sharon, he must accept 10 low grade ones per 100.

GEMARA

- **R' Katina** taught a Braisa that says that when the Mishna refers to impurities in the wheat, it refers to beans being included along with the wheat.
 - **Q:** Does this mean that the buyer does not have to accept any soil along with the wheat? We have learned that **Rabbah bar Chiya Ketosfa'ah in the name of Rabbah** has said that if someone removes pebbles from someone else's wheat in the granary, he must pay for that in the value of wheat. This shows that the owner of the wheat would have been able to get paid for those pebbles like wheat, which means that a buyer must accept pebbles as well!? **A: R' Katina** was teaching that beans must be accepted up to the point of a quarter kav, whereas soil or pebbles need only be accepted to a lesser amount than that.
 - **Q:** A Braisa says that a buyer of wheat must accept a quarter kav of beans per se'ah, a buyer of barley must accept a quarter kav of straw per se'ah, and a buyer of lentils must accept a quarter kav of soil per se'ah. Presumably, each of these things must be accepted in all cases, and we see that even soil must be accepted in the amount of a quarter se'ah!? **A:** Soil must only be accepted to that extent for lentils, because lentils are uprooted from the ground (along with the soil) whereas the grains are cut from the ground (without the soil).
 - **Q:** Based on this answer we should be able to prove from the Braisa that soil need not be accepted to the level of a quarter kav when buying wheat and barley, because they are cut from the ground? **A:** It may be that one must accept a quarter kav of soil when buying wheat and barley as well. The reason the Braisa discusses the case of lentils is because we would think to say that since lentils are uprooted, the buyer must accept even more than a quarter kav. The Braisa therefore teaches that the limit is a quarter kav for lentils as well.
- **R' Huna** said, if the buyer sifts through what he bought, and it is found to have more impurities than he is required to accept, he may return *all* the impurities to the buyer, and need not accept any of it.
 - Some say this is based on law, and some say this is a penalty. Those who say it is a law explain that when one purchases, he means to buy all high quality produce, but it is not worth the bother to sift through the grain to remove only a quarter kav of impurities, and that is why he accepts that amount. More than a quarter kav it is worth his bother, and once it is worth his bother, it is worth the bother to remove all the impurities. Those who say it is a penalty say that it is normal to have a quarter kav of impurities per se'ah, not more. Since there was found to be more, we suspect that the seller intentionally mixed in additional impurities, and therefore we penalize him and don't make the buyer accept any impurities at all.
 - **Q:** A Mishna says, if a se'ah of seeds has a quarter kav of another kind of seed mixed in, the mixed in species must be reduced to less than a quarter kav, and may then be planted. Those who were asking the question thought that the same logic would apply to when there is more than a quarter kav in our case, which would mean that the

amount of impurities would have to be reduced, but the buyer would not be able to remove all the impurities, and therefore refutes **R' Huna**! **A:** The case of a quarter kav of seeds in the case of kilayim is like the case of a quarter kav of impurities in a sale. Therefore, no proof can be brought to where there is more than a quarter kav of impurities.

- **Q:** If so, why does the mixed in seed have to be reduced? If it is an acceptable amount (like in the case of sale) it should be allowed to remain! **A:** As a chumrah for kilayim we make him reduce the amount.
- **Q:** The Braisa continues and says that **R' Yose** holds that all the mixed in seeds must be removed. Now, if a quarter kav by kilayim is comparable to more than a quarter kav in the case of the sale, we would be able to explain that the machlokes between the **T"K and R' Yose** is whether we penalize him to remove all of the mixed in seed. However, if it is comparable to the case of a quarter kav of impurities by a sale, why would **R' Yose** be so machmir and say that *all* the mixed in seeds must be removed? **A:** **R' Yose** holds that way, because he is concerned that it looks like the planter is intentionally keeping kilayim. That is why he is so machmir.
- **Q:** A Mishna says, if 2 people gave money to a shomer – one gave a maneh and the other gave 2 maneh, and they then each claim that they are the one who gave the 2 maneh, he should give one maneh to each of them, and the remaining maneh is put away until Eliyahu comes and tells us who the true owner is. We see that we don't issue a penalty, and this therefore refutes **R' Huna** according to the version that we do issue a penalty! **A:** The cases are very different. In the case of the Mishna we are certain that one maneh belongs to each, so we return one maneh to each. In our case, it may be that the seller intentionally mixed the impurities into the produce, and therefore we penalize him.
- **Q:** The same Mishna then says, **R' Yose** said, if each person gets back a maneh, the one who is making the false claim stands to lose nothing at all! Rather, all 3 maneh are put away until Eliyahu comes. We see that we do issue a penalty, which would support **R' Huna's** view! **A:** The cases are very different. In that case there is certainly someone who is lying, and so we penalize to try and weed out the liar. However, in our case, it may be that the impurities were not put there by the seller, and therefore there would be no need to penalize. Therefore, this is no proof to **R' Huna**.
- **Q:** A Braisa says, if a shtar was written with ribbis in it, **R' Meir** says we penalize and don't allow collection of the principal or the ribbis. This supports **R' Huna**! **A:** The cases can't be compared. In that case, as soon as the shtar is written, the lender has charged interest, has done a sin, and is therefore subject to a penalty. In our case, it may be that the seller didn't put the impurities there, and therefore did nothing wrong at all.
- **Q:** The same Braisa then says, the **Rabanan** say that we allow the use of the shtar to collect the principal, but not the ribbis. We see that we do not assess a penalty! **A:** The cases can't be compared. In that case the principal was definitely done properly (it is a proper loan). That is why it is allowed. However, in our case, it may be that the impurities were mixed in by the seller, making the entire amount improper.
- **Q:** **Ravin bar R' Nachman** taught, that if a buyer bought a beis kor of land, and it was found to actually be larger than a beis se'ah by more than a quarter kav per se'ah, the buyer needs to return not only the amount more than the quarter kav per se'ah, but rather even the extra quarter kavs per se'ah. We see than once one must return an overage, the *entire* overage is returned! **A:** The cases can't be compared, because in the case of sale of land, the seller says "I am selling you a beis kor, give or take", which allows the buyer to keep an overage only if it is insignificant. Once it is deemed significant, the entire thing would have to be returned. In the case of sale of grain, the buyer must accept a quarter kav of impurities even if the seller did not say "give or take" to the amount. Therefore, even when they are found to be higher than that, it may be that we can still force the buyer to accept that amount.
- **Q:** A Braisa says, when the overcharge is less than 1/6, the sale is valid and no refund is gotten. When the overcharge is for more than 1/6, the sale is voided and the seller must return the buyer's money. When the overcharge is exactly 1/6, the sale is valid, but the

amount of the overcharge must be returned. Now, in the middle case, why must all the money be returned? Why can't he just return enough to bring it to below a sixth and that is it? We see that once money must be returned, the entire amount must be returned. This supports **R' Huna's** statement! **A:** The cases can't be compared. In that case, a buyer doesn't normally accept any overcharge, but when it is 1/6 it is not noticeable, so he ends up being mochel. More than 1/6 he is not mochel and the sale becomes batel. In our case, he does accept the impurities, so it may be that even when they are higher than that amount, he can only return an amount to bring it down to an acceptable amount.

- **Q:** A Braisa says, if someone accepts a job to plant someone else's field with trees, the owner of the field must accept 10 barren trees per hundred planted. If more than 10% are barren, the planter must replace *all* the barren trees. We see that once there is an overage which requires him to fix it, he must fix the *entire* problem!? **A: R' Huna the son of R' Yehoshua** said, when there are more than 10 barren trees, that amount is itself considered to be a field, and it is as if the planter is now obligated to plant that field. Our case is different, because since he accepts a quarter kav of impurities, it may be that he is allowed to only return impurities to get down to that acceptable level, but need not do more than that.