

22.3.2; 29a (אמר רב הונא) → 30b (אמר רבא דינא קאמר ליה)

- I הונא's ruling: the three years of חזקה must be consecutive
- a Challenge: this is obvious, as the משנה states "3 years, from day to day"
 - i Answer: קמ"ל – the משנה is only excluding incomplete years, but a total of 3 modular years would work
 - b אמר ר"ה agrees in a location where they alternate years (crop rotation) that modular years are a valid חזקה
 - i Challenge: this is also obvious
 - ii Answer: in an area where some alternate and some do not; אמר ר"ה clamant can argue that if the field were truly that of the מחזיק, he's plant every year; קמ"ל that the מחזיק can respond that he can't watch one field among many (unplanted) ones; or that he'd prefer a greater yield (the next year)
 - c Challenge: חזקה on houses is 3 years (our משנה); but it can't be consecutive, as no one knows who is in there at night
 - i Answer1 (אב"י): witnesses of חזקה are the neighbors, and they know who is there at night as well
 - ii Answer2 (רבא): case where the witnesses were those who rented from the מחזיק and lived there day and night
 - 1 Challenge (אשי ר' יימר): they are invalid witnesses as they are invested in the outcome (נוגעין בעדותן)
 - (a) Reason: if the מחזיק is successfully challenged, they'll have to pay back rent to the claimant
 - 2 Rather: case is where they come with the rent and ask the ב"ד to direct them to whom to pay
 - iii מר זוטרא: if the claimant demands witnesses that the מחזיק lived there for 3 years, day and night, we heed him and require this of the מחזיק for his defense
 - 1 Note: מר זוטרא agrees that if the claimant is a traveling salesman (who isn't usually home to see the goings on at the house he is claiming), we make this demand on his behalf
 - iv And: ר"ה would not require testimony of day-and-night occupation for any building that only has day use
 - 1 Example: the stores in מחוזא that are only open during the day
 - v Related story: רב"ח and his brother bought a שפחה together and, in order to avoid claims against each other, alternated years of use (1st, 3rd, 5th years with one; 2nd, 4th, 6th with other); someone claimed ownership
 - 1 Ruling (רבא): just as their arrangement prevented either from having a חזקה on each other, it also prevented them from having a חזקה vis-à-vis the claimant (they lost her)
 - (a) Caveat: only if they didn't write up their arrangement in a שטר; if so, it would be well-known
- II רבא: incomplete use of the land → incomplete חזקה (i.e. חזקה only valid for land he used)
- a Caveat (ר' הונא בריה דר"י): only if the ignored land is arable; else, it "tags along" and is included in the חזקה
 - i Challenge (ר' ביבי בר אב"י): then how could one be מחזיק an unarable area?
 - 1 Rather: he can take possession by setting up a corral or laying out fruit to dry – same with this piece of land
- III Case #1 (בית מדרשו של ר"ג): A was living in a house, B contested his ownership
- a A: claimed that he bought it from B and had used it for a חזקה-duration (B denied it, claiming he was far away then)
 - b Ruling (ר"ג): A must prove his חזקה (e.g. bring witnesses that he's been on the land and used it for that time)
 - i Challenge (רבא): the onus of proof should be on A, as per המוציא מחברו עליו הראיה
 - ii Note: both positions represent apparent reversals from this case:
 - 1 Case 1a: A agreed to sell all of the property of "בי בר סיסין" to B; but A owned one piece of land that was called "בי בר סיסין" and B claimed it; A responded that that wasn't bought from סיסין, just called that incidentally
 - (a) Ruling (ר"ג): B gets that (questionable) piece of land
 - (i) Challenge (רבא): המע"ה – B should have to prove that that land is really בי בר סיסין
 - 2 Implied contradictions:
 - (a) רבא in our case, sees מחזיק as מוחזק and the claimant (seller) as מוציא מחברו; in this case, reversed
 - (b) ר"ג inverse of רבא
 - 3 Resolution:
 - (a) רבא in this case, the seller is holding on to "בי בר סיסין"; in our case, the מחזיק (לוקח) is on the land
 - (b) ר"ג in this case, since the land is called "בי בר סיסין", the seller must prove that it isn't really סיסין, in our case, the קיום השטר is no different than one with a שטר; we always require קיום השטר
- IV Case #2 (מבית מדרשו של רבא): A was living in a house, B contested his ownership
- a A: claimed he bought from B, had used it for חזקה-duration (B claimed he was away, didn't know about A's presence)
 - i Counter (A): witnesses that every year, B returned to town for 30 days
 - 1 Reponse: B was busy in market place for all 30 days
 - 2 Ruling (רבא): this is a reasonable claim, as people will spend all that time in the market place (no חזקה)
- V Case #3 (מבית מדרשו של רבא): A was on land, B claimed it was his
- a A: claimed he bought it from פלוני, who told him that he had bought it from B
 - i Response (B): A admits he didn't buy from B, hence A isn't even a legitimate litigant here (לאו בעל דברים ידידי את)
 - 1 רבא: that statement is accurate, B has no standing here