

22.7.2

103b (משנה ב') → 104b (אלא את כל הרבעין כולן)

- I 'משנה ב': exactitude re: selling land
- a *If*: he sells a בית כור "by the measuring rope", it must be exactly a בית כור
 - i *If*: he gives him any less, he must deduct from the price
 - ii *And if*: he gives him more, the buyer must return the land to the seller
 - b *But if*: he sells a בית כור "more or less", even if he was off by ¼ קב per סאה (30 "quarter-קב" for the בית כור – accepted)
 - i *If*: the difference is greater, they must make an accounting
 - ii *He pays back*: with money, but if the seller chooses, he may pay back with land
 - 1 *Reason*: to enhance the rights of the seller; since if there was usable land (of the surplus) (e.g. 9 קבין in a field, ½ קב [according to ר"ע – ¼ קב] in a garden), he would claim the land
 - iii *Not only*: does he return the overage (above the acceptable לטאה הקב), he returns all of the surplus
 - 1 *Note*: this is as per "repaired" language of the משנה, as per ר' נחמן
- II Analysis: what if he just stated בית כור (neither "exact" nor "give or take")?
- a *From our משנה*: we can infer nothing, as the implications of the רישא vs. the סיפא stand in contradiction
 - b *ברייתא*: סאה קב ¼ per – all accept up to ¼ קב per בית כור עפר, כבית כור עפר, בית כור עפר – *ברייתא*
 - i *Implication*: "בית כור": "more or less"
 - ii *Challenge*: perhaps the last clause is merely explaining the first two
 - iii *Block*: if so, why have "אני מוכר לך" after each – rather, each one stands independently and is "flexible"
- III Analysis: all of the benefit (choice of form of repayment) is the seller's
- a *Challenge*: *ברייתא* – if he was over or under by 7.5 קבין per כור (=1/4 קב per סאה) – deal stands
 - i *But if*: it was more of a discrepancy, both seller and buyer are forced to settle with land
 - ii *Answer*: in that case, the value of the land had depreciated and the seller wanted money as per the original value
 - 1 *And*: we force seller to accept money as per current (depreciated) value, if he doesn't want land
 - 2 *Challenge*: *ברייתא* – payment is as per original value
 - (a) *Answer*: that is in case it was originally depreciated and had appreciated since the sale
- IV Analysis: 9 קבין (etc.) of "leftover" which the seller will take back
- a הונא: 9 קבין could be throughout the entire field
 - b נחמן: 7.5 קבין per בית כור (ratio) and if there is any surplus, it all goes back
 - i *Challenge* (*ר'נ to רבא*): our משנה seems to indicate that it is always ט' קבין for a field, ½ קב (or ¼) for a גינה
 - 1 *Defense*: each of those is only an example, if a כור, סאה (or ½ סאה) were sold and it follows the ratio
 - ii *Question* (*ר' אשי*): what if a field was modified for use as a garden or the opposite – which שיעור applies? תיקו
 - c *Note*: if the field in question was adjacent to the seller's field, even if the overage was minimal, land must be returned
 - i *Questions* (*רב אשי*): all unresolved (תיקו)
 - 1 *Does a*: cistern serve as a break between fields for this purpose?
 - 2 *Does an*: irrigation trench
 - 3 *Does a*: public road
 - 4 *Does a*: row of palm trees