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Bava Metzia Daf 109

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### **Mishna**

If one leases a field from his fellow (*as a tenant-farmer*) for a few years (*less than seven*), he may not plant flax there (*for the growing of flax depletes the soil, and it takes seven years to recover*). He also does not have the rights to use the beams of the sycamore tree (*for it takes seven years for the branches to regenerate*). [*He should not return the land in a worse state than when he received it.*] If he leased it from him for seven years, the first year he may plant flax, and he has the rights to use the beams of the sycamore tree. (109a)

### **Sycamore Beams**

Abaye said: He has no rights to the sycamore beams, but he is entitled to the improvement in the sycamores themselves. Rava said: He is not even entitled to its improvement.

The *Gemora* asks on Rava from a *braisa*: If one leases a field, when it is time for him to leave, an assessment is made for him. Surely that means that the improvement in the sycamores are assessed for him!

The *Gemora* answers: That is not the meaning of the *braisa*. The *braisa* means that the vegetables and beets are assessed for him.

The *Gemora* asks: The vegetables and beets!? Let him pick them and take them away (*for he is certainly entitled to the produce that grows*)!?

The *Gemora* answers: It was before the market day (*and if he would uproot them now, they would spoil before he has a chance to sell them*).

The *Gemora* again asks from a *braisa*: If one leases a field, and the *Shemittah* year arrives, an assessment is made for him.

The *Gemora* asks: Does then the *Shemittah* year remove the land from the holder (*he cannot work the field, but it may remain by him*)?

Rather, read the *braisa* as follows: If one leases a field, and the *Yovel* arrives, an assessment is made for him.

The *Gemora* asks: Yet even so, does then the *Yovel* remove the land from one who is leasing it? The Torah merely stated that land should not be sold in perpetuity (*and therefore, a bought field is returned by Yovel; not a leased field*)!?

Rather, read the *braisa* as follows: If one buys a field from his fellow, and the *Yovel* arrives, an assessment is made for him! [*Evidently, this is referring to the improvements of the sycamore beams!*?] And should you answer that here too, it is the vegetables and beets which are assessed for him, I would answer that these are ownerless during *Yovel* (*and there is no reason to assess them for him*). It therefore must surely be referring to the improvement of the sycamores!?



Abaye explained the *braisa* according to Rava: There (*by Yovel*) it is different (*and it is not being assessed for him because it is regarded as produce*), because the Torah said: *Then the house that was sold shall go out*. Only that which was initially sold is returned to the owner by *Yovel*, but not the improvements (*which were not included in the initial sale*).

The *Gemora* asks: Then let us learn from there (to all cases that he should be compensated for the sycamore growth)!

The *Gemora* answers: There it is a true sale, and *Yovel* is a removal decreed by the King (*and that is why he is entitled to the tree growth; this cannot be said by a tenant*). (109a)

### **Improvements to the Leaser**

Rav Pappa leased a field for growing *aspasta* (*animal fodder*). Some young palm trees sprouted up in the field. When Rav Pappa was about to leave, he said to the owners, "Give me the improvement (*the palm trees*)."

Rav Shisha the son of Rav Idi said to R. Pappa, "If you would have leased palm trees, and these grew thicker, would you then have demanded to be compensated for the improvement of the trees?" [*Obviously not! The reason being - it was leased for the fruit; not for the trees! Here also, you leased it for the aspasta; not for the trees. Even Abaye, who maintains that he is entitled to the improvements of the sycamore branches, that is only because it is a tree that does not produce fruit.*]

Rav Pappa replied, "There, he did not enter the field for the purpose of taking the trees (*the renter's only intention was on the fruit*); but here, I leased it for all that grows on the field to be mine!"

The *Gemora* asks: Is this following Abaye's opinion, who maintains that the tenant is entitled to the improvement in the sycamores?

The *Gemora* answers: It may agree even with Rava. There, the tenant did not suffer any loss through the improvement of the sycamores (*so Rava holds that he is not entitled to the improvement*). But here, there is a loss (*for he cannot plant on the part of the field where the trees are growing*).

Rav Shisha asked Rav Pappa, "What was your loss? It is that now there is a diminished area for planting fodder. If so, then take the value of the (*potential*) fodder, and go!"

Rav Pappa replied, "I would have planted there garden saffron (*which is considerably more valuable than fodder*)."

Rav Shisha said to him, "You have demonstrated that your intention was to remove whatever you planted and depart (*but not to plant something that would remain in the field after the lease expired*). Accordingly, take your "saffron" and go. You are entitled only to the value of the wood (*but not of the live trees*).

Rav Bibi bar Abaye leased a field and a ridge of rock (*pushed up and*) surrounded the field, from which there sprung forth some sorb trees. When he left the field, he said to them, "Give me the improvements (*the trees*)."

Rav Papi said: You are descendants of short-lived people (*Abaye, being a descendant of Eli had a curse placed upon his family*), therefore, you speak frail words. Even Rav Pappa claimed the improvements only because he suffered a loss; but here, what loss have you suffered?" (109a)

### **Gardener**



Rav Yosef had a gardener who was hired to plant a vineyard for him (*and receive a percentage*). Now, he died and left five sons-in-law. Rav Yosef said: Before there was one, and now there are five; before they did not rely on each other to do the work and so they did not cause me a loss, while now, they will all rely on each other and cause me a loss. He therefore said to them: If you accept the improvements due to you (*from the work of your father*) and leave, it is fine; but if not (*and you want to claim that you should be hired as the planter*), I will evict you without even giving you any of the improvements. For Rav Yehudah said, or others state that it was Rav Huna, and others state that it was Rav Nachman: If a gardener dies, his heirs may be evicted without receiving the improvements. In truth, that is incorrect (*for they do receive the improvements; they do not have to be automatically hired; he said this in order to convince them to leave*).

A certain gardener said to his employers, "If I cause you a loss, I will leave." He ended up causing a loss (*after improving it; it still, however, was worth more than when he began*). Rav Yehudah said: He must leave without receiving the improvements. Rav Kahana said: He must leave, but he does receive the improvements.

Yet Rav Kahana admits that if he said, "I will leave without the improvements," he is evicted without receiving the improvements. Raba said: That would be an *asmachta* (*a deal that was not expected to happen*), which is not binding.

The *Gemora* asks: Why does it differ from what which we learned in a *Mishna*: "If I let it lie fallow and do not work it, I shall pay according to the best"?

The *Gemora* answers: There, he merely pays for the loss he caused; here, it is sufficient that we deduct from his payment on account of the loss he effected, while the rest of the improvements must be given to him.

Runya was Ravina's gardener. After causing a loss, he was dismissed. He complained before Rava, "See master, how he has treated me." Rava responded, "He has acted properly." Runya protested, "But he did not give me any warning?" Rava replied, "No warning was necessary."

This is in accordance with Rava's view elsewhere, For Rava stated: Teachers of children, gardeners, butchers, circumcisers, and the town scribe are all regarded as being warned from beforehand. The general principle is this: If the loss is irrecoverable, the workers are regarded as being warned from beforehand. [*A child will always remain with the incorrect explanation (Rashi; see Tosfos, however.)*]

A certain gardener said, "Give me my improvements, as I wish to emigrate to *Eretz Yisroel*." Rav Pappa bar Shmuel ruled that the landowner must give him the improvements.

Rava protested, "Was it only the sharecropper that effected the increased value, and not the land itself (*which belonged to the landowner; why should he be entitled to all the improvements*)?" Rav Pappa bar Shmuel replied, "I meant that he should be entitled to half of the improvements."

Rava again protested, "Before, the owner took half (*the grapes*) and the gardener took half; whereas now, the landowner must give a share to a sharecropper to take care of the vines!?" [*If there were six vines equaling six dinars; before they each would receive three dinars - but now, the gardener would receive three, and the landowner must pay a third of his share to a sharecropper to take care of the vines; this will leave him with only two!?*]

Rav Pappa bar Shmuel replied, "I meant that the gardener should receive a quarter of the improvements."

Now Rav Ashi thought this to mean - a quarter of the remainder (*after giving the sharecropper a third*), which is a sixth of the entire field. For Rav Manyumi, the son of Rav Nachumi, said: In a place where it is the practice for a gardener to receive half the profits (*for he planted the vines*) and a sharecropper receives one-third, and a gardener wishes to leave, he is given a share of the profits and dismissed. However, this is computed in such a way that the employer will not sustain a loss.

Rav Ashi explains: If you should assume that he meant a quarter of the remainder (*after giving the sharecropper a third*), which is a sixth of the entire field, it is well (*for the sharecropper is given two (a third of the field, which is worth six); the gardener takes one (a quarter of the remaining four); the landowner will still be able to take three*). However, if you say that it means a literal quarter (*of the vines*), the landowner loses a twelfth! [*For the gardener takes one and a half, the sharecropper will take two; this will result in the landowner being left with two and a half; his loss of half a dinar is a twelfth of the six dinars!*]

Rav Acha, the son of Rav Yosef, said to Rav Ashi: But let the gardener say to landowner as follows: You take your portion (*four and a half*), and from there, give a percentage (*one third*) to the sharecropper (*and you will be left with three*); while as for me, I can do what I want with my own share!?

Rav Ashi replied (*as a compliment*): When you arrive at Tractate Zevachim (*a difficult one*), come and ask your questions to me. (109a - 109b)

### ***Division of the Wood***

It was stated above: Rav Manyumi, the son of Rav Nachumi, said: In a place where it is the practice for a gardener to receive half the profits (*for he planted the*

*vines*) and a sharecropper receives one-third, and a gardener wishes to leave, he is given a share of the profits and dismissed. However, this is computed in such a way that the employer will not sustain a loss.

Rav Manyumi, the son of Rav Nachumi, also said: From an old vine, the gardener receives half (*of the vines, for this is expected, and it is regarded as a product of the vines*), but if the river flooded it, he receives only a quarter (*for this is as if he left early*).

A certain man (*a borrower*) pledged a vineyard to the lender for ten years (*and the produce eaten each year will serve to deduct for a certain amount of the loan*), but it aged after five (*as expected*). Abaye said: The dead wood is regarded as produce (*and belong to the lender*). Rava ruled: It is regarded as principal. Therefore land must be bought with it, and from that land, the lender enjoys the produce.

The *Gemora* asks on Abaye from a *braisa*: If the tree dried up or was cut, both the lender and borrower cannot use the wood. [*The case is where a borrower gave a lender a tree as collateral, and they made a condition that after a certain amount of years the tree would revert back to the borrower (see 67b). Rashi explains that if either of them would use it for firewood, they would be destroying the capital of the other.*] What should be done with the (*wood of*) tree? It should be sold for land, and the fruits can continue to be eaten by the lender. Surely 'dried up' is similar to 'cut down.' Just as 'dried up' means, in its proper time, so 'cut down.' too; and yet it is taught: It should be sold for land, and the fruits can continue to be eaten by the lender. This proves that the wood is regarded as principal!?

The *Gemora* answers: No! 'Cut down' is similar to 'dried up.' Just as the 'dried up' refers to a tree which withered before its time, so 'cut down' too.

The *Gemora* asks on Abaye from a *Mishna*: If old olive trees or grapevines fell to her (*a married woman*) as an inheritance, they should be sold for wood, and land should be purchased with them, and he enjoys the produce. This proves that the wood is regarded as principal!?

The *Gemora* answers: The *Mishna* means that they aged unexpectedly.

Alternatively, the *Gemora* answers that we have established (Kesuvos 79b) that the *Mishna* is referring to a case where the olive trees or grapevines fell to the woman in a field that did not belong to her (*but if they were in her own field, everyone holds that she is not required to sell them because she is entitled to retain the pride of her father's house*), and therefore the husband cannot take them, for this would consume the entire principal. (109b - 110a)

## INSIGHTS TO THE DAF

### ***Mistakes Remain***

Rava stated: Teachers of children, gardeners, butchers, circumcisers, and the town scribe are all regarded as being warned from beforehand (*that they will be dismissed if they cause a loss*). The general principle is this: If the loss is irrecoverable, the workers are regarded as being warned from beforehand.

Rashi explains that a child, who was taught incorrectly, will always remain with that mistake.

Tosfos asks: Rava himself (in Bava Basra 21a) states that a mistake learned in one's childhood will most likely be corrected when he becomes an adult! Why then should this be regarded as irreversible?

The Rishonim answer this question by saying that the *Gemora* in Bava Basra is referring to a teacher who is precise in his studies; however, he is lax and doesn't see to it that the children properly understand the material. Such mistakes can be corrected at a later date. Here, Rava was referring to a teacher who didn't understand the material in the first place. Such mistakes will not be easily corrected.

Tosfos explains our *Gemora* to mean that the child will never be able to recover the time spent learning incorrectly.

The Ran answers that Rava is discussing a teacher who excessively hits his students.

The Chavos Yair does not understand why that would be considered irreversible. [*Perhaps the excessive force will make an indelible impression upon the student, and he will have no desire to study when he becomes an adult.*]