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Daf Notes is currently being dedicated to the neshamot of

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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Investment Arrangements

The *Gemora* earlier (68b) said that in order to avoid issues of interest on a loan, if one accepted money to invest, the investor must receive unfavorable terms. Specifically, he may receive only 1/3 of the profits, and 1/2 of the losses. Therefore, Rava says that if one gave someone money to invest as one investment, but split up the terms into two contracts, the owner of the money will stand to lose. If the investment is kept as one unit, any losses and gains offset each other, and the investor gains or loses based only on the net result. However, if the investment is split up, if one part (of the investment) loses and one gains, he (the investor) must incur a higher part of the loss, without being fully offset by the gains.

Similarly, if there are two investments that are put together in one contract - that favors the investor, since he may now use the gains in one investment to offset any losses in the other, before calculating his share in the results.

Rava says that if one became an investing agent, lost some of the money, and then worked extra and recouped his losses, he may not tell the investor to take part in the losses and gains separately. He can calculate the share of the investor based only on the end result, since he worked extra to recoup the losses for his own benefit - to keep his reputation as a good investing agent.

If two people jointly accepted money to invest, neither may demand to split the money before the end of the term.

The *Gemora* explains the objections to any type of early split:

1. If one partner demands half of the current profits, the other may reply that the profits must be kept to buffer any future losses to the principal.
2. If one partner demands half of the principal and profits, the other may reply that each half must be kept as a buffer to any losses on the other half.
3. If the partner who wants to split agrees to pay for any future losses, the other may reply that two people jointly investing will be more successful than each on their own. (104b - 105a)

Leasing Responsibilities

The *Mishna* says that if one leases a field to work, he may not tell the owner that he will not weed it, even if he will pay his fee. Since the field will be full of weeds, the field will be damaged, and paying his stipend will not address that.

The *Gemora* suggests that even if the lessee says that he will plow the field after the weeds have grown, or provide the owner with grain that he will buy elsewhere, the owner may demand good quality grain grown on his land. Even if he says he will weed the portion necessary to provide the grain, the owner may object, since his neighbors will be upset.

The *Gemora* rejects these suggested objections, and explains instead, as the *Mishna* indicates, that the weeds themselves will damage the land. Even if the lessee agrees to remove the weeds after they've grown, the seeds of the weeds will exist and grow after he leaves. (105a)

Diminishing Returns

The *Mishna* discusses at what point land is producing so little that the sharecropper may refuse to expend any work. The Sages say that when there is not enough crop to make a pile, the sharecropper may refuse to work the land. Rabbi Yehudah objects that this cannot be the same measure for any size field. Rather, if the field is not producing enough crop to replant itself, the sharecropper may refuse to work it.

The *braisa* explains the source for the measure given by the Sages. Since the sharecropper obligates himself to do all the work necessary until the stage of presenting a pile of grain that he will split with the owner, his obligation is a function of being able to produce a pile of grain. Rabbi Yosi bar Rabbi Chanina says that the size of the pile is big enough to stick a winnowing shovel in it, in such a way that the scoop is not visible at all.

The *Gemora* cites a dispute on the measured size of such a pile. Levi says it is three *se'ahs*, while the Beis Medrash of Rabbi Yannai said that it is two *se'ahs*. Rish Lakish clarifies that these measures are in addition to the amount that must be paid for expenditures made by the sharecropper. (105a)

Quantifications

The *Gemora* cites other instances of the Beis Medrash of Rabbi Yannai's measurements:

1. The *Mishna* records a dispute about *peritzei zeisim* – brazen olives – which will never ripen.

Beis Shammai say that since they have reached the end of their ripening, they are considered food, and may become impure, while Beis Hillel say that since they are not edible as regular olives, they are not considered food, and may not become impure. Rabbi Elozar says that olives are considered *peritzim* as long as a press full of these olives only produces four *kavs* of oil. The Beis Medrash of Rabbi Yannai says that the measure is when a press full of olives will produce only two *se'ahs* (12 *kavs*). The *Gemora* explains that there is no dispute. Rabbi Elozar is referring to a press that can hold one *kor* of olives, while the Beis Medrash of Rabbi Yannai is referring to a press that can hold three *kors*, producing three times the oil.

2. The *braisa* states the *halachah* regarding an impure *zav* and a pure person, who simultaneously climb a weak tree, or a weak branch. Since the structure they share is weak, the pure person becomes impure, since they are effectively resting on each other. The Beis Medrash of Rabbi Yannai says that a weak tree is defined as one whose trunk does not contain $\frac{1}{4}$ *kav* of wood. Raish Lakish says that a weak branch is defined as one that is small enough for one to cover with his hand.
3. The *Mishna* says that if one crosses a *bais hapras* – a field near a grave which was plowed, and which may therefore have pieces of human bone in it – and treads on stones that move, or on a weak person or animal, he is impure. In these situations, if he went over a bone, he is considered to have moved it himself. Rish Lakish explains that a weak person is defined as one whose knees are shaking when someone is riding him, while the Beis Medrash of Rabbi Yannai explains that a weak animal is defined as one who defecates when someone rides him.
4. The Beis Medrash of Rabbi Yannai says that the

measure of four *kavs* is relevant to prayer and *tefillin*:

1. The *braisa* says that if one is carrying a heavy bundle and must pray, to ensure concentration, he must put it down. If the bundle is less than four *kavs*, it is considered light, and he may swing it over his shoulder and pray.
2. The *braisa* states that if someone was wearing *tefillin* on his head, he may only carry a package on his head if the package is not laying on the *tefillin*, or if it is less than four *kavs*. Rabbi Chiya taught that if one is carrying refuse on his head, he must remove his head *tefillin* and put it on his arm, as he would put on the arm *tefillin*. Simply shifting the head *tefillin* out of the way, or using them as a belt is a disgrace to the *tefillin*. The Beis Medrash of Rabbi Shila said, however, that any package on the head is prohibited when one has *tefillin* – including the *tefillin* bag itself, which is very light. (105a - 105b)
- 3.

Grain to Plant

The *Gemora* discusses Rabbi Yehudah's measure of enough grain to replant the field. Rabbi Ami quotes Rabbi Yochanan saying this is four *se'ahs* of grain for land of one *kor*, while Rabbi Ami himself says it is eight *se'ahs* of grain for a *kor* of land.

The *Gemora* explains that in the times of Rabbi Yochanan, the land was more fertile, so only four *se'ahs* were necessary to plant a *kor* of land, while in Rabbi Ami's time, the land needed double that amount.

The *Gemora* cites a similar statement about grain necessary to plant on land.

The *Mishna* states that if wind blew away bundles of grain from a field, the owner must estimate how much would have fallen down, and give that to the poor in lieu of the *leket* (*one or two ears of grain that fall from his hand while harvesting must be left for the poor*) that they would have collected. Rabban Shimon ben Gamliel says that no estimation is necessary, as the owner must pay the poor the amount of grain necessary to plant the field. Rabbi Yochanan says that amount is four *se'ahs* per *kor* of land.

Rabbi Yirmiyah asked whether the land of a *kor* mentioned in the *leket* payment is land on which a *kor* is planted, or on which a *kor* grows. The *Gemora* quotes a statement of Ravin that says that it is land on which a *kor* is planted. Rabbi Yirmiyah still questions whether this is a *kor* of grain as dropped by hand or oxen. (105b)

General Misfortune

The *Mishna* discusses who is responsible when someone leases a field and the grain was destroyed by locusts or blight. If the destruction was part of a general plague, then the lessee may deduct from his fee, but otherwise, it is his loss. Rabbi Yehudah says that if the lessee stipulated to pay a monetary amount, he must pay the full amount, regardless of what type of misfortune befell the field.

The *Gemora* details what constitutes a general misfortune:

1. Rav Yehudah - most of the fields in the area were also affected.
2. Ula - the adjoining fields were also affected.

Ulla says that in *Eretz Yisroel* they questioned the parameters of his example:

1. How much of the adjoining area must be affected - is one row adjoining enough to be a general misfortune?
2. How close must be the adjoining affected area - if there is one unaffected adjoining row, is it still a

general misfortune?

3. How similar must be the adjoining fields to be included in this determination? Specifically, if the adjoining fields were unaffected (but the next fields were affected), but the unaffected fields were:
 - (a) fallow
 - (b) planted with animal feed
 - (c) planted with a different crop
 - (d) wheat next to barley
4. What if the adjoining fields were affected, but by a different types of misfortune?

All of the questions remain unresolved *taikus*. (105b - 106a)

INSIGHTS TO THE DAF

Investment Limits

Rava discussed two investing agents who dispute whether to continue investing or split their gains now.

The Rishonim (Tosfos 105a Hani, Rosh 9) state that it is obvious that an individual investing agent may end his investing arrangement at any time, since he has no less rights than a worker, whom Rav says may end his employment at any time. Similarly, it is obvious that the investor may not terminate the investment before the stipulated period is over.

Rashi and the Rosh understand Rava's case to be where the investment was for a specified period of time, and during that period, the agents must work together.

The Rif, however, says that Rava is also discussing merchandise which has standard selling times, and it is until those times that neither agent may split the gains. However, if the investment arrangement is an open term, either party may choose to end the investment at any time.

Taking Care of Tefillin

The *Gemora* discusses the parameters of what may be on one's head at the same time as *tefillin*. The *Gemora* cited three statements:

1. A *braisa* that states that if one has a burden on his head, which presses down on the *tefillin*, it is prohibited. The *braisa* clarifies that a burden of four *kavs* or more is prohibited. (*This is the measure which the Beis Medrash of Rabbi Yannai referred to.*)
2. Rabbi Chiya's *braisa*, which said that if one is carrying refuse on his head, he must remove the *tefillin* and keep them respectfully on his arm.
3. Rabbi Shila's students said that even the bag of the *tefillin* may not be placed on the head. Abaye explains that this is very light.

Rabbi Chiya's statement need not contradict either statement, since Rabbi Chiya was limited to a case of refuse, which is qualitatively a disgrace to place next to *tefillin*, regardless of the burden's size.

However, at first glance, Rabbi Shila's position is at odds with the first *braisa*. In fact, the Rambam (*Tefillin* 4:23) rules like Rabbi Shila, permitting nothing aside from a usual head covering.

The Gr"m explains that the Rambam allowed normal head coverings, since the *Gemora* refers to Dovid Hamelech wearing a crown together with *tefillin* (*Avoda Zara* 44a), and the Kohen Gadol wearing the *mitznefes* together with the *tefillin* (*Zevachim* 14a-b).

However, the Rif (*Brachos* 14b) and the Rosh (*Brachos* 3:31) cite all three statements, without ruling like any one in particular.

To explain this position, the Rishonim and Acharonim suggest various distinctions between the statements to reconcile the seeming contradiction:

1. Rabbi Shila is stating that optimally one should not place anything on his head with *tefillin*, while the *braisa* is stating that if one placed the burden on, he may leave it there unless it is four *kavs* or heavier. [Bais Yosef (OH 41) in the name of Mahari Abuhav]
2. The *braisa* is referring to one who is carrying a load for his work, and therefore is more lenient. [Bais Yosef in the name of Mahari Abuhav]
3. The *braisa* is referring to one who is first carrying the burden, and then wants to put on *tefillin*, while Rabbi Shila is referring to one who is first wearing *tefillin*, and wants to place the burden on his head. When the burden was there first, it need not be removed unless it is four *kavs* or heavier. [Bais Yosef]
4. The *braisa* is referring to a burden that is on one's head, but not on the *tefillin*. Since a burden of four *kavs* is likely to be heavy enough to crush *tefillin*, the Sages prohibited one from putting such a burden on his head. Rabbi Shila is referring to a burden on the *tefillin* itself, which is prohibited at any size. [Bais Yosef]
5. Rabbi Shila is referring to a burden not usually placed on the head, which is never allowed, since it is a disgrace to the *tefillin*. The *braisa* is referring to a normal head covering (e.g., hat), which is only prohibited when it is heavy enough to crush the *tefillin*. [Rama] (See MB 41:4, who rules that one should not place a hat on the *tefillin* if it rests heavily on it).
6. Rabbi Shila is referring to someone wearing *tefillin* at home, who has no need to put anything on his head, while the *braisa* is referring to someone outside who is transporting the burden. [Aruch Hashulchan]

See Taz and Prisha for more details.

DAILY MASHAL

Wicked Olives

The *Mishna* records a dispute about *peritzei zeisim* – *wicked olives* – which will never ripen. Beis Shammai say that since they have reached the end of their ripening, they are considered food, and may become impure, while Beis Hillel say that since they are not edible as regular olives, they are not considered food, and may not become impure.

What is the meaning behind these “wicked olives”? People may be righteous or wicked, but not food!?

The Ben Yehaydah explains that a wicked person can come back as a *gilgul* (*reincarnation*) as fruit and his *neshamah* (*soul*) receives a *tikkun* when a person recites a blessing on this fruit. Unfortunately, there are some evil people that are so wicked that when they return as fruit, they come back as *peritzim*, or fruit that will never ripen. They are not even considered a food (*and therefore cannot become tamei*). One does not recite a blessing on *peritzim* and the wicked person does not receive his *tikkun*.

Now we can conclude how important it is to say a proper blessing before we eat food, and perhaps, we should have a new *kavanah* when we recite a *brochah*, and keep mind that that this *brochah* may be a *tikkun* for a *neshamah* that wishes to repent.