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Deviating Farmer

The *Gemara* inquires: What if the landowner said to the tenant-farmer, “Plant wheat,” and he went and planted barley, and then the greater part of the valley was blasted, and his barley too was blasted? Do we say that the tenant-farmer can claim, “Had I planted wheat, it also would have been blasted,” or perhaps the landowner can respond, “Had you planted wheat, the Scriptural blessing of “*You will make a plan, and it shall be established for you*” would have been fulfilled for me?

The *Gemara* answers: It is reasonable that he can in fact answer him, “Had you planted wheat, the Scriptural blessing of “*You will make a plan, and it shall be established for you, and upon your paths light will shine*” would have been fulfilled for me.

The *Gemara* inquires: What if all the landowner’s fields were blasted, and this one was blasted, yet the greater part of the plain was unaffected? Do we say that since the greater part of the valley was unaffected, the tenant-farmer cannot make a deduction in his rental (*for the fact that the other fields in the area were not affected proves that it was not a general calamity*)? Or perhaps, since all of his lands were blasted, the tenant-farmer can say to him, “This transpired on account of your bad luck. The proof is that all your fields have been blasted”!?

The *Gemara* answers: It is reasonable that the landowner can answer him, “Had it been on account of my bad luck, a little would have remained unaffected, as it is written:

For we are left but a few of many” (and perhaps it was blasted because of you, the tenant-farmer; he therefore cannot deduct anything from the rental).

The *Gemara* inquires: What if all the tenant-farmer’s fields were blasted, and the greater part of the valley too, and this field was blasted along with the others? Do we say that since the greater part of the valley was affected, he can make a deduction in his rental (*for the landowner did not provide him with a suitable land to plant in*)? Or perhaps, since all his fields were blasted, the landowner can reply to him, “It is due to your bad luck. The proof is that all your fields have been blasted”!?

The *Gemara* answers: It is reasonable that he can indeed say to him, “It is due to your bad luck!”

The *Gemara* asks: Why is that so? Here too, let the tenant-farmer answer, “Had it been on account of my bad luck, a little would have remained to me, in fulfillment of the verse: *For we are left but a few of many*?”

The *Gemara* answers: It is because the landowner can retort, “If you were worthy that something should remain to you, something of your own would have remained (*not the property with which you are merely leasing*)!” (106a1 – 106a2)

General Calamity

[The Gemara had stated that it is regarded as a disaster if all the local fields were damaged, even if fields that were

further away were unaffected.] The *Gemara* challenges this from a *Baraisa*: If it was a year of blasting or yellowing, or the *Shemittah* year, or years like those of Eliyahu (where it didn't rain for three years), they are not included in the count (of the two years, when one must wait until an ancestral field may be redeemed). The *Gemara* notes: Now blasting and yellowing are stated as analogous to years like those of Eliyahu: Just as during the years of Eliyahu, there was no produce at all, so too here also, all the fields were blasted. But if there were produce elsewhere, the year will count, and we do not regard it as a disaster! [So why here do we consider it a general calamity if only the local fields were blasted?]

Rav Nachman bar Yitzchak answers: There it is different, because it is written: According to the number of crop years, he shall sell it to you, meaning the years in which the world enjoys produce.

Rav Ashi asked Rav Kahana: If so, the *Shemittah* year should be included in the count, since there is produce outside of *Eretz Yisroel*!?

Rav Kahana answers: The *Shemittah* year is excluded by royal decree.

Mar Zutra, the son of Rav Mari, asked Ravina: If so, the *Shemittah* year should not be included for redemption (in cases where one is redeeming an ancestral field from *hekdes*). Why then did we learn in a *Mishnah*: He must pay a *sela* and a *pundyon* per year (which obviously includes the seven *Shemittah* years, for we divide the fifty *shekalim* by the forty-nine years of the *Yovel* cycle)!?

Ravina replied: There, it is different, because even in the *Shemittah* year, the land is fit for produce to be spread out there. (106a2 – 106a3)

Shmuel said: The tenant-farmer may make a deduction in the rental when there is a general calamity was taught

only if the tenant-farmer planted the field, the crop grew and was then eaten by grasshoppers; however, if he failed to plant it altogether, he cannot make a deduction. This is because the landowner can say to him, "Had you planted it, the Scriptural blessing of "They shall not be ashamed in the time of calamity, and in the days of famine they shall be satisfied" would have been fulfilled for me.

Rav Sheishes asked on this from a *Baraisa*: A shepherd left his flock and went into the city, and a wolf came and seized a sheep, or a lion came and savaged it. We do not assume that if he was there he would have saved the animal. Rather, we estimate whether or not he would have been able to save the animal if he was there (to determine whether or not this is forced circumstances). If he could have saved the animal, he must pay. If not, he does not have to pay. Why is this so? Let the owner say to the shepherd, "Had you been there, the verse "Your servant smote both the lion and the bear" would have been fulfilled for me"?

The *Gemara* answers: It is because the shepherd can answer, "Had you been worthy that a miracle should happen on your behalf, it would have happened, as in the case of Rabbi Chanina ben Dosa, whose goats brought in bears by their horns. [The *Gemara* in *Taanis* (25a) records an incident: Rabbi Chanina ben Dosa had a few goats, and he was told that his goats caused damage to others. He said: "If my goats do damage, may wolves devour them; but if they do not, may they each bring a bear impaled upon their horns." That same evening, each goat brought in a bear mounted on its horns.]

The *Gemara* asks: But cannot he reply, "While it may be true that I am not worthy of a great miracle, yet am I worthy of a minor one!"

The *Gemara* remains with this difficulty. (106a3 – 106b1)



The *Gemara* notes a contradiction: One *Baraisa* states: The tenant-farmer must plant the field a first and second time (*after it got blasted*), but not a third (*and then he can deduct from his rental to the landowner*). But another *Baraisa* states: He must plant it a third time, but not a fourth!?

The *Gemara* answers: There is no difficulty, for the first *Baraisa* is following the opinion of Rebbe, who maintains that a presumption is established by an occurrence happening twice. The second *Baraisa* is in accordance with Rabban Shimon ben Gamliel, who holds that a presumption is established only when it occurs three times.

Rish Lakish said: The tenant-farmer may make a deduction in the rental when there is a general calamity was taught only if the tenant-farmer planted the field, it grew, and was devoured by locusts. But if he planted it, and it did not grow at all, the landowner can say to him, "During the planting season, you must continue planting it."

The *Gemara* asks: And until when is the planting season?

Rav Pappa answered: Until the time when the sharecroppers come from the field and the constellation *kimah* is situated overhead. [*Kimah is the name of a minor constellation (situated in the tail of the Lamb - Aries). In the month of Adar, kimah appears to be overhead at the time the sharecropper finishes his work, which is at the end of the tenth hour in the day.*]

The *Gemara* asks from a *Baraisa*: Rabban Shimon ben Gamliel said in the name of Rabbi Meir, and Rabbi Shimon ben Menasya said likewise: The second half of Tishrei, Marcheshvan, and the first half of Kislev is the season for planting; the second half of Kislev, Teves, and half of Shevat are the winter months; the second half of Shevat, Adar, and the first half of Nissan is the winter season; the

second half of Nissan, Iyar, and the first half of Sivan is the season for harvesting; the second half of Sivan, Tammuz, and the first half of Av is the summer; the second half of Av, Elul and the first half of Tishrei is the hot season. Rabbi Yehudah counted these seasons from the beginning of Tishrei. Rabban Shimon counts from Marcheshvan. - Now, who gives the most lenient interpretation (*for the last time of planting*)? It is Rabban Shimon (*who says that it is until Kislev*), and yet he does not extend the planting season so far (*until Adar*)!?

The *Gemara* answers: There is no difficulty. The *Baraisa* refers to a case where the field was leased for early crops (*wheat and rye*), and Rav Pappa is referring to a case where one leased for late planting (*such as barley and beans, which is until Adar*). (106b1 - 106b2)

Paying with Money

The *Mishnah* had stated: Rabbi Yehudah says that if the tenant-farmer stipulated to pay a monetary amount, he must pay the full amount, regardless of what type of misfortune befell the field.

The *Gemara* relates: A certain man leased a field to plant garlic by the bank of the River Malka Sava for money. The river became blocked up (*by some farmers upstream; now, he would not have water for the garlic*). Rava ruled: It is unusual for the River Malka Sava to become blocked; this is therefore a general calamity. Go and deduct from the rental fee.

The Rabbis objected to Rava: Did we not learn in the *Mishnah*: Rabbi Yehudah says that if the tenant-farmer stipulated to pay a monetary amount, he must pay the full amount, regardless of what type of misfortune befell the field.

He replied: We do not need to pay attention to this ruling of Rabbi Yehudah. (106b2 – 106b3)



Mishnah

If one leased a field from his fellow for ten *kors* of wheat a year, and it was stricken, he pays him from that crop. If the wheat was good quality, he may not say to him, "I will purchase wheat from the marketplace and pay you with that," but he must give him from it. (106b3)

Paying with the Stricken Crop

The Gemara records an incident: A man leased a field to grow aspasta for kors of barley (which he would buy and pay the landowner with). The field produced a crop of aspasta, and he plowed and replanted it with barley (instead of aspasta), which grew stunted. So Rav Chaviva, of Sura on the Euphrates, sent to Ravina: How should we rule in such a case? Is it analogous to the halachah which we learned in the Mishnah: "And if it was stricken, he pays him from that crop," or not?

Ravina replied: How can the two cases be compared? In the Mishnah's case, the soil had not performed the owner's commission (so he can pay from that crop); but here, it had (it was the farmer who deviated by planting barley; he therefore cannot pay him from the stunted barley).

The Gemara relates another incident: A certain man leased a vineyard from his fellow for ten barrels of wine, but the wine turned sour. Now, Rav Nachman thought to rule like it was taught in our Mishnah: And if it was stricken, he pays him from that crop.

Rav Ashi said to him: What is the comparison? In the Mishnah's case, the soil had not performed the owner's commission (so he can pay from that crop); but here, it had (it was only after the grapes were processed that the wine turned into vinegar; he therefore cannot pay him from the sour wine).

Yet Rav Ashi admits in the case of grapes that had become wormy, or a field whose sheaves were damaged (while they were lying to dry in the field; since it is necessary for the produce to remain in the field until it can be further processed, it can be said that the field caused the damage). (106b3 – 106b4)

Mishnah

If one leases a field from his fellow to plant it with barley, he may not plant wheat there. If he leased it to plant wheat, he may plant barley (for barley does not deplete field as wheat does). Rabban Shimon ben Gamliel forbids even this. If he leased it for grain, he may not plant beans there. If he leased it for beans, he may plant grain. Rabban Shimon ben Gamliel forbids this as well. (106b4)

Rabban Shimon's Reasoning

Rav Chisda said: What is Rabban Shimon ben Gamliel's reasoning? It is because it is written: The remnant of Israel shall not do iniquity, nor speak lies; neither shall a deceitful tongue be found in their mouth. [This is why the farmer cannot deviate from what his stated intentions were at the outset.]

The Gemara asks from a *Baraisa*: An objection is raised: The Purim collections must be used for Purim only, and we are not required to be so precise in the matter (*how much is needed for Purim, and how much the poor of the city needs*). The poor may not even buy straps for their shoes, unless it was stipulated in the presence of the townspeople that such shall be granted; these are the words of Rabbi Yaakov, who said it in the name of Rabbi Meir. Rabban Shimon ben Gamliel is lenient in the matter (*and allows the poor person to use the charity funds for other uses besides the Purim feast*). [We see that Rabban Shimon ben Gamliel allows deviations!?!]



Abaye answers that Rabban Shimon ben Gamliel's rationale is based upon the following teaching of his master (*Rabbah bar Nachmeini*): If one wishes his land to become barren, let him plant it one year with wheat and the following with barley; one year lengthwise and the following crosswise.

The *Gemara* concludes: That is only if he does not plow it after the harvest and plow again before the next planting; but if he does, there is nothing to be concerned about. (106b4 - 107a1)

DAILY MASHAL

Specifics in Tefillah

The *Gemara* inquires: What if the landowner said to the tenant-farmer, "Plant wheat," and he went and planted barley, and then the greater part of the valley was blasted, and his barley too was blasted? Do we say that the tenant-farmer can claim, "Had I planted wheat, it also would have been blasted," or perhaps the landowner can respond, "Had you planted wheat, the Scriptural blessing of "You will make a plan, and it shall be established for you" would have been fulfilled for me?

Rashi writes that the landowner counters by saying, "If you would have planted wheat, the field would have quite possibly been spared, for I was praying at the beginning of the year regarding a successful wheat crop; not for barley."

The focus on the "beginning of the year" is that even though the landowner realized later that the farmer planted barley rather than wheat, and from the time of planting he was praying for a successful barley crop, he can still claim that before the planting season, he has already been praying for success regarding wheat, not barley, and perhaps it was that prayer that would have been listened to.

This idea that a prayer will only work for what a person is explicitly requesting, and not merely for what he was intending, can be traced to a Rashi in Chumash (Parshas Chukas 21:1). Rashi explains that the Amaleikites dressed as Canaanites so that the Jews should pray that the Canaanites should be delivered in their hands. Since in fact, they were fighting with Amaleik, their prayers would be useless.

The Mesech Chochmah makes the connection to our *Gemara*. He explains that even though they would have surely prayed against Amaleik had they known their true identity, *tefillah* does not accomplish when one is praying for the wrong thing.

We learn from here that when we *daven*, although it is important to make the *tefillah* specific (*as we see from Chazal in the way they instituted the Shemoneh Esrei, asking for specific requests, not just "all good things" - this is also clear from Tosfos that if one davens very generally for success, it is not a strong tefillah, so Hashem is less likely to listen and he therefore has no claim, but when he davens for something specific, Hashem is more likely to listen and therefore he has a claim*), we should leave our *tefillas* open enough, so that if we are mistaken about certain facts, the *tefillah* will still be applicable; rather than limiting the *tefillah* based on facts that will be realized to be wrong, rendering the entire *tefillah* futile.

The Designation of Money and the Timeliness of a Mitzvah

The *Gemara* cited a *Baraisa*: The Purim collections must be used for Purim only, and we are not required to be so precise in the matter (*how much is needed for Purim, and how much the poor of the city needs*). The poor may not even buy straps for their shoes, unless it was stipulated in the presence of the townspeople that such shall be granted; these are the words of Rabbi Yaakov, who said it

in the name of Rabbi Meir. Rabban Shimon ben Gamliel is lenient in the matter (*and allows the poor person to use the charity funds for other uses besides the Purim feast*).

The Chavos Yair quotes a Sefer Chasidim, who derives from this *Gemara* that if one sends his fellow a gift of food to be eaten on *Shabbos*, it is forbidden for the recipient to eat it during the weekdays. If he has leftover, he should let the rest of household partake in it, but only on *Shabbos*. If the donor explicitly stipulated that he should be the only one to eat from it, he may not give it to others.

It would seem from our *Gemara* that this is not merely an act of piousness; but rather, it is halachically mandated. We can extrapolate further that if one gives money or wine to his fellow and he tells him that it should be used for Kiddush, he must use it for Kiddush, and nothing else. It would be forbidden to buy fish for *Shabbos* with this money, for Kiddush is a Biblical *mitzvah*, and eating fish on *Shabbos* is merely a Rabbinic one.

However, according to the prevailing custom that money is given to Torah scholars, and they are told to use it for *Shabbos* and Yom Tov, that is only out of respect, but they are not actually being particular as to what it should be used for; in such cases, they could use the money for whatever they desire.

Reb Yosef Engel cites the following Yerushalmi: If one vows to bring a flour-offering on Yom Tov, he should not bring it on a weekday. This is why the *seforim* write that a transgression committed on *Shabbos* is more severe than one committed on a weekday, for the holiness of the day plays a role. So too it may be said regarding the performance of a *mitzvah*; There will be a greater reward for a *mitzvah* performed on *Shabbos* or Yom Tov.

QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF

to refresh your memory

Q: If two people jointly accepted money to invest, can they demand to split the money before the end of the term?

A: No.

Q: At what point is it that the land will be producing so little that the sharecropper can refuse to expend any work?

A: 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.

Q: Who is responsible when someone leases a field and the grain was destroyed by locusts or blight?

A: If the destruction was part of a general plague, then the lessee may deduct from his fee, but otherwise, it is his loss.