

## OVERVIEW of the Daf

### 1) Adulterated grain (cont.)

After the Gemara demonstrates that a buyer must also expect dirt in his purchase of grain the Gemara distinguishes between the quantity of beans and dirt the buyer must expect.

Two unsuccessful challenges to this resolution are presented.

### 2) Finding excessive dirt

R' Huna asserts that if the buyer discovers more dirt than he is obligated to accept he may sift out all the dirt.

According to one explanation R' Huna's ruling represents the law whereas according to a second opinion it represents a fine.

Each explanation is elaborated.

Two unsuccessful challenges to R' Huna's position are presented.

Two unsuccessful attempts are made to support R' Huna's ruling.

Two more unsuccessful challenges to R' Huna's ruling are presented. ■

## REVIEW and Remember

1. What percentage of dirt should a buyer expect in his purchase of grain?
2. What is R' Huna's ruling regarding a delivery that contained more than the allowable percentage of impurities?
3. Explain the prohibition of מחזי כי מקיים כלאים.
4. What is the punishment for a lender who draws a contract that allows the collection of interest?

## Distinctive INSIGHT

### Removing stones from a silo of wheat

ועפרורית לא? והאמר רבה בר חייא קטוספאה משמיה דרבה בורר צרור מגרנו של חברו נותן לו דמי חטין

The Mishnah (93b) taught that when one sells grain, the buyer has to accept one fourth of a kav (רובע) of impurities for every se'ah (this is 1/24 of the volume). In the Gemara, Rav Ketina explains that the impurity allowed is where the grain is mixed with beans, but not where the grain is mixed with dirt.

The Gemara challenges this assertion from a statement of Rabbah. If someone removes a stone from grain stored in his friend's silo, he must pay his friend back in wheat for the volume which he diminished in the silo by removing the stone. The concept is that the owner could have sold the grain in the silo as is, with stones in it, as a complete volume of wheat. Now that the amount is depleted, the owner certainly cannot replenish the volume with the stone which was removed. The damage is judged to the degree to which the grain pile was reduced. If, however, Rav Ketina is correct, the owner would never have been allowed to sell the grain with any stones or dirt in the first place, and the removal of any stones would not constitute any damage.

The Gemara answers that mixtures of legumes into grain is allowed at the rate of a full רובע for every kav, while dirt or stones are allowed only up to a רובע per kav, but not a full רובע.

In Tosafos (ד"ה נותן) Riva"m explains that the actions of the one who removes stones from his friend's silo cause only an indirect damage. This is referred to as דבר הגורם לממון, an act which results in the eventual loss of money. The halacha in such a case is a subject of a dispute between R' Shimon, who says that this is tantamount to direct monetary damage, and the Chachamim, who rule that such acts are not the same as causing a direct monetary loss. Accordingly, the discussion in our Gemara is only being conducted according to the opinion of R' Shimon.

נימוקי יוסף and ר"י explain that our Gemara can be understood even according to the Chachamim. The only time Chachamim say that דבר הגורם לממון is not considered as monetary damage is where the loss is subjective, and is being caused to a particular individual. The classic example is where a thief stole chametz before

# HALACHAH Highlight

## Replacing a contaminant that was removed from a product נותן לו דמי חטין

He must pay him the value of wheat

The Gemara discusses the case of a passerby who removes a stone from a pile of grain and teaches that the one who removed the stone is liable to reimburse the owner of the grain for his loss. The reason the passerby is liable is that the stone would have otherwise been sold together with the grain. Rashbam<sup>2</sup> presents two explanations for the passerby's liability. One way to look at it is to categorize the passerby as a damager. If the stone would have remained in the pile of grain it would have legally been sold together with the grain. As a result of the passerby's removing the stone the grain owner may not replace the stone into the pile of grain and the pile has been diminished by the removal of the stone. The second explanation assumes that the passerby cannot be categorized as a damager since the item he removed has no value, nevertheless, there is liability since his action caused indirect damage to the grain owner and this degree of indirect damage is considered גרמי and he is liable.

Rashbam<sup>2</sup> further explains that the grain owner is not permitted to replace the removed stone into the pile of grain since to do so at this point would involve active deception and dishonesty on his part. Furthermore, a buyer

(Insight...continued from page 1)

Pesach. As Pesach comes and goes, the chometz becomes worthless for everyone, except for the thief, who can still use the chometz item to return to its owner and exempt himself from paying, as he declares, "הרי שלך לפניך" - here is your item which I stole." If someone burns this worthless piece of chometz, Chachamim say that the damage is not assessed, as the chometz has no objective value, and the value it has for the thief is not calculated in the halacha. In our case, where a stone is removed from a silo of wheat, the loss, albeit indirect, is objectively noticed, and even Chachamim assess its value. ■

is only willing to permit stones mixed in his purchase of grain if they became intermingled on their own but he is not willing to accept the grain owner mixing stones into the grain. Bach<sup>3</sup> questions why it is not permitted for the grain owner to replace the stone that was removed when we rule that one who sold clear wine to a buyer may later give the purchaser the sediment that could have mixed in the wine. Why is it permitted to replace the sediment but it is not permitted to replace the stone? He answers that since the sediment is a byproduct of the wine it could be replaced as opposed to the stone which is not a byproduct of the grain and thus once it is removed it may not be replaced. ■

1. רשב"ם ד"ה נותן.

2. רשב"ם שם.

3. בי"ח חו"מ סי' רכ"ט. ■

# STORIES Off the Daf

## Until Eliyahu arrives

"יהא מונח עד שיבא אליהו..."

Someone once asked Rav Yaakov of Ostrow, zt"l, "We find that if two people deposited a different sum of money with a certain person and both claim the higher amount, each receives the lower amount and the remainder is left until Eliyahu arrives and determines whose it is. But this seems very difficult since the Torah says clearly that we can only believe two witnesses. The Torah is eternal. How will Eliyahu's prophecy help us to determine who receives the

money?"

Rav Yaakov replied that it was not Eliyahu's prophecy which would help. "You are mistaken in Eliyahu's role. The mishnah tells us at the end of Eidyos that Eliyahu will not arrive to purify or defile, or to bring one person close and distance another. His task is to distance those who became close by virtue of aggression and to draw close those who were sent away due to strong-arm tactics. But this seems very difficult since the mishnah first tells us that Eliyahu's mission is not to distance or draw near; it then immediately states that he will distance and draw near. How do we reconcile this?

"The answer to this question is that

Eliyahu will herald the coming of Moshiach and usher in a new era of truthfulness. His very presence will cause people to admit to the truth of their own volition. In this manner, one who drew near but is not worthy will step down, while the people who deserve greatness but were unjustly pushed away will be drawn near and uplifted.

"This, then, is your answer. When Eliyahu arrives, no one will desire any pleasure from theft, and the dishonest depositor will admit his mistake of his own volition!"<sup>1</sup> ■

1. אוצר שיחות צדיקים, ע' רי"ד ■

