

OVERVIEW of the Daf

1) Finding excessive dirt (cont.)

A challenge to R' Huna's ruling that if a buyer discovers more dirt than he is obligated to accept he may sift out all the dirt is rejected.

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

2) Accepting soured wine

The Gemara searches for the circumstance in which a buyer must accept ten soured barrels of wine out of one hundred.

A Baraisa is emended to be consistent with the Mishnah's ruling.

On the second attempt the Gemara succeeds at challenging this emendation and forces the Gemara to explain the Mishnah in light of a second Baraisa.

It is noted that the two Beraisos contradict one another.

The contradiction is resolved and the Gemara summarizes the relevant halachos of this case.

The Gemara inquires about a case that was not included in the summary.

R' Acha and Ravina disagree whether in this case the buyer must accept ten soured barrels per hundred barrels purchased.

Each Amora cites a Baraisa to support his position and explain the other's Baraisa.

3) The beracha on soured wine

R' Yehudah and R' Chisda disagree about the correct beracha to be recited on souring wine.

R' Yehudah's position that one should recite בורא פרי הגפן is unsuccessfully challenged.

Abaye asks R' Yosef how he holds in this dispute. ■

REVIEW and Remember

1. What is the consequence of a transaction in which the seller overcharged by a sixth?

2. What language should a buyer use if he wants all the wine he ordered to be superior quality wine?

3. What is the point of dispute between R' Acha and Ravina?

4. What beracha is recited on wine that soured?

Distinctive INSIGHT

To resolve the rulings of the two Beraisos

קשיא זה אזה

The Gemara detected a contradiction between two Beraisos regarding a case where a seller offers "מרתף זה—This cellar of wine." The first Baraisa ruled that the seller may deliver wine all of which is souring (נמכר בחנות), while a Baraisa of Rav Z'vid in the name of Rav Oshaya rules that the seller must provide superior wine (יין יפה), but the buyer must accept ten cups of vinegar for every one hundred (10% souring). The Gemara resolves that the earlier Baraisa is referring to a case where the seller did not promise that the wine product he was selling was למקפה (for cooking). Here, although he cannot give vinegar to the buyer, he may provide a souring wine, which is the type sold in the market. However, if the seller presented his product "for cooking," it is understood that the wine product will have a substantial shelf life and will be of superior quality. Nevertheless, because he showed the buyer the cellar and said, "זה—this is what I am selling," the seller can include up to 10% souring wine.

Ritva notes that according to the answer of the Gemara, the standard understanding in a sale of "this cellar" of wine is that the seller may provide wine all of which is souring. Accordingly, asks Ritva, being that the Baraisa of Rav Zvid and its halacha to furnish 90% superior wine is only true in a case where the seller specifically said that he was selling the wine for cooking, why does the Baraisa not mention this factor explicitly?

Ritva explains that Rav Zvid obviously did mention this factor as he presented his halacha, but the Tannaim who quoted him left this detail out, as it was obvious to them that this was the only situation where the halacha applies, and they took it for granted that people would understand this.

Tosafos HaRosh suggests that the Gemara perhaps could have resolved the rulings of the two Beraisos differently. We find later (96a) that there are varying opinions regarding wine whose taste is still that of wine, but it has begun to sour and smells like vinegar. One opinion holds that it has the status of wine, while the other opinion says that it is considered to be vinegar. Therefore, the first Baraisa which allows the seller to deliver all souring wine

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 שלמה בן מנחם מגדל הכהן לע"נ
 by Mr. and Mrs. Mordechai Weinraub

HALACHAH Highlight

The correct beracha on wine that is deteriorating

אמר ר' יהודה יין הנמכר בחנות מברכין עליו בורא פרי הגפן
 R' Yehudah said: Regarding wine that is sold in stores – the correct beracha is בורא פרי הגפן.

The Gemara presents a disagreement between R' Yehudah and R' Zevid regarding the correct beracha on wine that is souring. R' Yehudah maintains that the correct beracha is בורא פרי הגפן whereas R' Zevid holds that one should make the beracha of שהכל since the wine is souring. R' Yehudah's opinion is challenged from a Baraisa and he is forced to distinguish between two degrees of souring wine. One type of souring wine is one that retains enough quality that it can be sold in stores and the disagreement between R' Yehudah and R' Zevid pertains to this quality of wine. When the wine deteriorates further it can no longer be sold in stores and the only place it is sold is on street corners where thirsty people will drink whatever wine is available. When wine has deteriorated to this degree even R' Yehudah agrees that the correct beracha is שהכל.

Rashbam¹ explains that wine that is sold in stores retains the taste of wine even though it has the smell of vinegar. Wine that has deteriorated further has lost even the taste of wine and once that has occurred it is longer categorized as wine and the correct beracha is שהכל. This approach is codified in Shulchan Aruch² where he writes that the correct

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holds that wine that smells like vinegar is considered to be wine. The Baraisa of Rav Zvid holds that wine which smells like vinegar is considered to be vinegar, and the seller cannot offer it instead of wine, which was promised. The seller must provide superior wine. He can give up to 10% of souring wine due to the term "this cellar" which was said.

Rashbam notes that if the seller promised to sell "this cellar for cooking (למקפה)," he must furnish wine, even though he did not specify that he was selling wine. If vinegar was intended, the seller would not have said "למקפה," as vinegar already has a long shelf life. ■

בורא פרי even if it smells like vinegar. If it has reached the point that people refrain from drinking the wine because it tastes like vinegar the correct beracha is שהכל. According to this approach the method to determine the correct beracha on wine is whether it tastes like wine or not. As long as it tastes like wine it is considered wine for all matters and could even be used for kiddush³. Other opinions⁴ agree that when it tastes like wine the correct beracha is בורא פרי הגפן but maintain that if it has deteriorated to the point that it smells like vinegar it should not be used for kiddush. ■

1. רשב"ם לקמן צ"ז: ד"ה למעוטי.
2. שו"ע או"ח סי' ר"ד סעי' ג' וד'.
3. עי' מגיד משנה פכ"ט מהל' שבת הטי"ו.
4. שיטמ"ק לקמן צ"ז: ד"ה למעוטי וד"ה עלה. ■

STORIES Off the Daf

The limits of Ona'ah

"יותר משתות בטל מקח..."

On today's daf we find that charging over a sixth above the market value constitutes ona'ah and invalidates a sale.

A certain entrepreneur made his money by purchasing forests, cutting down the trees and selling them as lumber. When he heard that a certain Jewish man who had the rights to the trees in a distant forest wished to sell he made inquiries and decided to purchase them for a high price. He reasoned that he would surely make a large profit

from the trees, but when he finally calibrated the final yield he was disappointed that he would hardly make a profit.

Not surprisingly, he protested this to the original owner and claimed that he had been a victim of ona'ah, since it was now clear that he had overpaid for the lumber rights somewhat more than a sixth of the value of the trees. Of course, the previous owner refused to repay him anything until they consulted with a competent halachic authority, and the two put their case before the renowned Maharsham, zt"l.

"I had a similar case not too long ago," the rav reminisced. "A man purchased the fishing rights for a certain section of a lake filled with fish but his

take was unfortunately very little. He also tried to claim that he had overpaid by far more than a sixth and that the sale was invalid. I explained to him that when one purchases the rights to something which is either impossible or impractical to determine the precise value in advance of the sale, both the buyer and the seller understand that there is an element of chance involved in their transaction.

"Just as if there had been an unusual abundance of fish the seller could not demand a refund for this because of ona'ah, the buyer may not do so if the pickings are slim. The same is true in your case!"¹ ■

1. משפט שלום, חו"מ, סי' רכ"ז, סי' י"ט. ■