

Robbery of Landed Property

Ref: *Sefer Nezikin, Hilchot Gezelah, Chapters 9–10*

If robber damages the property he robbed, he would have to return the property plus reimburse for the damages.

If the robber benefits from the produce of the property, he has to pay back all the benefit he received.

If the robber invested into the property and increased its value, this increase is evaluated against the investment, but the owner is always given the 'upper hand' i.e. we always calculate in owner's favour (robber receives the lesser amount).

If the robber sells the field he stole, sale does not take effect. However if he subsequently purchases this field from original owner, then the sale to the new purchaser (to whom the robber had sold to) becomes legal and binding retroactively.

However if owner claims that robber forced him to sell, then robber does not acquire the property even although witness saw the purchase (and money that robber paid, is returned).

When a powerful violent Gentile took property from a Jew by force (because the Jew owed him money) and then sells it to another Jew, the sale is binding.

If gentile forces Jews out of their land for no justifiable reason, and property remains in their hands for more than **12 months**, then a purchaser from robber would gain possession.

Because the land did not really belong to the Gentile, he would sell it below market value (plus minus $\frac{1}{4}$ less).

Therefore the purchaser must give this to the original owner i.e. either

- $\frac{1}{4}$ of the land or
- $\frac{1}{3}$ of the funds

With squatters, if they make improvements, these should be evaluated and compensated. However the owner may say for example 'take your tree and go' if he does not want these improvements.

A squatter would be given better terms if the owner was pleased with the improvements.

Whenever these improvements are evaluated, the squatter is not allowed to collect money until he takes an oath with regard to the expenses that he invested.