You acted well when you rented. ¹⁶ The Sages of Neharde’a wondered at this teaching: Did Rabbi Yoĥanan actually say this? Didn’t Rabbi Yoĥanan say just the opposite: Renting from a gentile is like establishing an eiruv! What, is he not to be understood as imposing a stringency: Just as one who establishes an eiruv may do so only while it is still day, so too, one who rents a gentile’s property must do so while it is still day?

The Gemara rejects this argument: No, his statement was intended as a leniency: Just as one who establishes an eiruv may do so even with less than the value of a peruta, so too, one who rents a gentile’s property may rent it for less than the value of a peruta. And just as one who establishes an eiruv need not be the owner himself, but even his hired laborer or harvester may do so, so too, one who rents a gentile’s property need not rent from the landlord himself, but may rent even from his hired laborer or harvester who are acting on his behalf.

And similarly, just as with regard to one who establishes an eiruv, the halakha is that if five people live in the same courtyard, one of them may establish an eiruv with the residents of a different courtyard on behalf of them all, so too, with regard to one who rents a gentile’s property; if five people live in the same courtyard together with a gentile, one of them may rent the gentile’s property on behalf of them all.¹⁷

Rabbi Elazar wondered¹⁸ at Rabbi Yoĥanan’s ruling that the Sages had acted well when they rented the gentile’s property on Shabbat and then they renounced their rights to that one, so that at least it would be permitted to use the courtyard. Rabbi Zeira said: What was the reason for Rabbi Elazar’s wonder? Rav Sheshet said: Can it be that such a great person as Rabbi Zeira did not know what was the source of Rabbi Elazar’s wonder? He had difficulty with a statement of his teacher, Shmuel.

As Shmuel said: With regard to any place where the residents render it prohibited for each other to carry but where they may establish a joint eiruv if they so desire, in order to permit carrying, each may renounce his property rights for the other if they failed to establish an eiruv before Shabbat. However, in a place where the residents may establish an eiruv together but they do not render it prohibited for each other for carrying, or where they render it prohibited for each other for carrying but they may not establish an eiruv together, in such situations they may not renounce their property rights for each other.

The Gemara clarifies the above teaching: With regard to any place where the residents render it prohibited for each other to carry but where they may establish an eiruv, they may renounce their rights for each other, such as in the case of two courtyards, one within the other. The residents of the two courtyards render each other prohibited to carry between the courtyards, but they may establish a joint eiruv in order to permit carrying. In such a case, the residents may renounce their property rights for each other if they failed to establish an eiruv before Shabbat.

In a place where the residents may establish an eiruv together but they do not render each other prohibited to carry, they may not renounce their property rights for each other, in a case where two courtyards both opening to an alleyway that have a single opening between them. Even though the two courtyards may establish a joint eiruv and be considered a single courtyard, they do not render it prohibited for each other to carry if they did not do so, because neither needs to make use of the other. Consequently, there is no option of renouncing rights in favor of the other courtyard.

¹⁶ This phrase denotes puzzlement: In the Jerusalem Talmud a slightly different version of this story is recounted, where it is added that Reish Lakish stated: You did not act well when you rented. According to one opinion cited there, Rabbi Yoĥanan and Reish Lakish disputed this issue, and others say that Reish Lakish said to them that they acted improperly, because even though they had to rent the property they were not allowed to carry.

¹⁷ Wundered – דָּבָא: This phrase denotes puzzlement and consideration. Sometimes the Sage in question provides the reason for his reaction, as in the case of the Sages of Neharde’a. On other occasions, as in the case of Rabbi Elazar, the Sage does not elaborate the reason for his wonder at a particular ruling.

¹⁸ The Sages of Neharde’a. On Shabbat one may rent from them all. The Sages of Neharde’a. On other occasions, as in the case of Rabbi Elazar, the Sage does not elaborate the reason for his wonder at a particular ruling.

Renting on Shabbat for the purpose of an eiruv – Shemut Be’erava ve’Erev Sheva. If a gentile who resides in a courtyard arrives there on Shabbat, one may rent from him for the purpose of an eiruv even on Shabbat, as stated by Rabbi Yoĥanan (Shulĥan Arukh, Oraĥ Ĥayyim, 383).

One may rent on behalf of them all. If several people live in one courtyard, one of them may rent from the gentile on behalf of them all (Shulĥan Arukh, Oraĥ Hayyim, 383:9).
Where the gentile arrived on the previous day –
In fact, the gentile might have arrived the day before but refused to rent out his residence. Nevertheless, this is assumed to be an unlikely scenario. In addition, if the gentile refused to rent his property the day before, it is as though he arrived on Shabbat. In any case, the novel aspect of Shmuel’s teaching certainly does not refer to such an uncommon case (Ritva).

NOTES

This phrase denotes puzzlement and consideration. In addition, if the gentile refused to rent his property the day before, it is as though he arrived on Shabbat. In any case, the Sage does not elaborate the reason for his wonder at a particular ruling. Sometimes the Sage in question provides the reason for his astonishment, as in the case of Rabbi Elazar, the Sage does not elaborate the reason for his astonishment. On other occasions, Abaye in surprise:

Rav Yosef said: I have not heard this halakha of Shmuel’s with regard to two courtyards situated one within the other, that the residents of the inner courtyard may renounce their rights to the outer courtyard in favor of the residents of that courtyard. Abaye said to him: You yourself told it to us. Rav Yosef forgot his studies due to illness, so his student Abaye would remind him of his own teachings. Abaye continued: And it was with regard to this situation that you told it to us. As Shmuel said: There is no renunciation of rights from one courtyard to another. In other words, while one may renounce his rights to his own courtyard for the other residents of that courtyard, he may not renounce his rights to another courtyard for the residents of that courtyard.

Likewise, there is no renunciation of property rights in a ruin.

If a ruin was shared by two houses, neither can renounce its rights to the ruin in favor of the other. The Sages instituted renunciation of rights only with regard to a courtyard, as that is the typical case.

And you said to us with regard to this matter: When Shmuel said that there is no renouncing of rights from one courtyard to another, we said this only with regard to a case of two courtyards, one alongside the other and each opening into an alleyway, that have a single opening between them. However, if the two courtyards were situated one within the other, since the residents of the courtyards render each other prohibited from carrying, they may also renounce their rights in favor of each other.

Rav Yosef said to Abaye in surprise: I said that in the name of Shmuel? Didn’t Shmuel say: We may be lenient with regard to the laws of eiruv only in accordance with the wording of the mishna, which states that the residents of a courtyard, in the singular, may renounce their rights, but not the residents of courtyards in the plural. Therefore, the option of renouncing rights does not apply to two courtyards.

A ruin between houses – חוּרְבָּר בֵּין בָּתִּים: When a ruin is located between two houses, the residents of both houses may use it, because it is shared to a certain extent by both of them.

Rather, is it not referring to a case where the gentile arrived on Shabbat, and Shmuel is teaching: In a place where they render each other prohibited from carrying but they may not establish an eiruv together, what does this come to include? In reference to which case did Shmuel make this statement? Wasn’t it meant to include a gentile who shares a courtyard with two Jews? The Jewish residents of the courtyard render each other prohibited from carrying in such a case, but they may not establish an eiruv due to the presence of the gentile.

The Gemara further analyzes the case: Now, if it is referring to a situation where the gentile arrived on the previous day, i.e., before Shabbat, let him rent the property from the gentile on the previous day. Before Shabbat, both options were available: They could have either established an eiruv or one Jew could have renounced his rights in favor of the other. Therefore, it would not have been considered a situation in which they render each other prohibited to carry but cannot establish an eiruv.

In a place where they render each other prohibited from carrying but they may not establish an eiruv together, what does this come to include? In reference to which case did Shmuel make this statement? Wasn’t it meant to include a gentile who shares a courtyard with two Jews? The Jewish residents of the courtyard render each other prohibited from carrying in such a case, but they may not establish an eiruv due to the presence of the gentile.
Abaye said to him: When you told us this ruling of Shmuel’s that we may be lenient with regard to the laws of eiruvin only in accordance with the wording of the mishaḥ, you said it to us with regard to the following mishaḥ, which states: That an alleyway in relation to its courtyards is like a courtyard in relation to its houses. Shmuel inferred from this that there must be at least two courtyards with two houses each that open into an alleyway in order to permit carrying there by means of a side post or a cross beam.

The Gemara examines the ruling of Shmuel that was cited in the previous discussion. Returning to the matter itself, Shmuel said: There is no renunciation of rights from one courtyard to another, and there is no renunciation of rights in a ruin. But Rabbi Yoĥanan disagreed and said: There is renunciation of rights from one courtyard to another,8 and there is renunciation of rights in a ruin.9

The Gemara comments: It is necessary to explain that Shmuel and Rabbi Yoĥanan disagreed with regard to both cases, as neither case could have been learned from the other. As, if it had taught only that there is no renunciation of rights from one courtyard to another, one could have said that it is only with regard to this case that Shmuel said that there is no renunciation of rights, because the use of the one courtyard stands alone and the use of the other courtyard stands alone. Each courtyard is not used by the residents of the other courtyard, and therefore there is no renunciation of rights from one courtyard to the other. However, with regard to a ruin, where there is one common use for both neighbors, as the residents of both houses use it, I would say that he concedes to Rabbi Yoĥanan.

And conversely, if it was stated only with regard to the case of a ruin, one could have said that it is only with regard to this case that Rabbi Yoĥanan stated his position, but with regard to the other case, renouncing rights from one courtyard to another, perhaps he concedes to Shmuel. Therefore, it is necessary to teach both cases.8

Abaye said: With regard to that which Shmuel said, that there is no renunciation of rights from one courtyard to another, we said this only with regard to two courtyards, one alongside the other and each opening into an alleyway, that have a single opening between them. However, if there were two courtyards, one within the other, since the residents render each other prohibited to carry, they may also renounce their rights in favor of each other.

Rava said: Even in the case of two courtyards, one within the other, sometimes the residents may renounce their rights in favor of each other, and sometimes they may not renounce them.8 How so? If the residents of the two courtyards placed their eiruvin in the outer courtyard, and one person forgot to do so, whether he was a resident of the inner courtyard or of the outer courtyard, and he therefore did not establish an eiruv with the others, then it is prohibited to carry in both courtyards. The person who neglected to establish an eiruv renders it prohibited for the residents of both courtyards to carry, because the eiruv for both courtyards is located in the outer one, and it is prohibited to carry there without an eiruv due to the right of passage of the residents of the inner courtyard through the outer courtyard. Therefore, there is no effective eiruv at all, not even for the residents of the inner courtyard.

Notes

Renouncing rights in favor of a different courtyard or a ruin – דברי רבי יוחנן (לעיל 79א): The point of the discussion, expressed in the phrase: It is necessary, is that the laws governing the renunciation of rights are not simply repeated in the case of two courtyards and the case of a ruin. Rather, the rationale for the idea that renunciation cannot be performed in a ruin is that a ruin is not the center of a person’s activity and is therefore not necessary for him on Shabbat. In this way, a ruin is similar to a different courtyard, and therefore the same principles apply to it (Geeh 79a). The Maharsha adds that this discussion is relevant only to Rava’s approach, because according to Abaye, there is a clearly evident difference between the renunciation of rights from one courtyard to another and the renunciation of rights from a house to a ruin.

Renouncing rights from one courtyard to another – דברי רבי יוחנן (לעיל 79א): Most of the early commentators explain that Rava’s comments with regard to the halakhot of courtyards were only stated in accordance with Shmuel’s opinion. Consequently, despite the fact that Abaye and Rava discuss Shmuel’s ruling, this entire discussion is not in accordance with the halakha, as the halakha is generally in accordance with Rabbi Yoĥanan’s opinion in disputes with Shmuel. Since Rava himself rules in accordance with Rabbi Yoĥanan, it is somewhat surprising that he analyzes Shmuel’s approach at such length. The Ra’aďaŭ explains that Rava’s comments can be understood in a manner that accords with the halakha. He maintains that Rava’s statements, which assume that one may not renounce his rights from one courtyard to another, is not to be understood as a general halakhic ruling. Rather, Rava holds that there are cases where such renunciation may not be done. He maintains the following principle: One may renounce rights in favor of a different courtyard in the case where he is permitted to carry in the courtyard where he lives. However, if he is not permitted to carry in the courtyard where he lives, he may not renounce the rights of residents of his own courtyard renders it prohibited for him to carry there (Mehir, Ritva).
Abaye and Rava discuss Shmuel’s ruling, this entire discussion is not in Abaye, there is a clearly evident difference between the renunciation of rights from one courtyard to another – renouncing rights in favor of a different courtyard or a ruin – same principles apply to it (Maharsha adds that this accordance with the Rabbinic literature). The Maharsha adds that this accordance with the Rabbi Yoĥanan’s opinion in disputes with Shmuel. Since Rava with regard to the resolution of courtyards were only stated in accordance with Rabbi Yoĥanan, it is somewhat surprising that he analyzes Shmuel’s approach at such length. The Ra’avad from a house to a ruin.

Let him renounce them in favor of the residents of the outer courtyard, and that too is ineffective, as Shmuel ruled that there is no renunciation of rights from one courtyard to another. Similarly, the resident of the outer courtyard who forgot to place his eiruv, in favor of whom can he renounce his rights? Let him renounce them in favor of the residents of the outer courtyard, but there is still the inner courtyard that renders them prohibited from carrying. Let him renounce them in favor of the residents of the inner courtyard, but there is no renunciation of rights from one courtyard to another. Therefore, the mechanism of permitting carrying by means of renunciation cannot be applied in these cases.

Let him renounce them in favor of the residents of the inner courtyard and a resident of the inner courtyard forgot to do so and did not establish an eiruv, it is prohibited to carry in both courtyards. The reason is as follows: That resident of the inner courtyard who forgot to place his eiruv, in favor of whom can he renounce his rights? Let him renounce them in favor of the residents of the inner courtyard, yet that is ineffective, as their eiruv is not with them in the outer courtyard. Consequently, they would remain without an eiruv, which means they would render it prohibited to carry in the outer courtyard. Let him renounce them in favor of the residents of the outer courtyard, but imagine there is no renunciation of rights from one courtyard to another. In that case, since the inner courtyard is prohibited, it renders it prohibited to carry in the outer one as well.