An apostate and a sacrifice – Jewish transgressors – Who are similar to animals –

כְּדֵי שֶׁיַּחְזְרוּ בִּתְשׁוּבָר verses lend themselves to such an interpretation, for a person who such as idolatry and, according to one opinion, Shabbat observance, their Creator. Elsewhere, however, he explains that their similarity to animals lies in their inability to recognize their similarity to animals lies in their failure to perform mitzvot act unwittingly, as only one who acts with full intent and knowledge here that their similarity to animals lies in their inability to recognize their Creator.

We learned in the mishna: If the other residents gave away their rights in the courtyard to him, he is permitted to carry from his house into the courtyard, but they are prohibited from doing so. The Gemara asks: But let them, the ones who renounced their rights in the courtyard, be regarded as guests of his, which would enable them to carry as well. The Gemara answers: One vis-à-vis five is considered a guest, whereas five or more vis-à-vis one are not ordinarily viewed as guests.

The Gemara attempts to draw another inference from the wording of the mishna: Shall we not learn from this, from the order of events in the mishna, that one may renounce his rights in favor of another when he needs it, and then the latter may renounce his rights in favor of the former when he needs it? For the mishna first describes a case in which the one who forgot to establish an eiruv renounces his rights in favor of the others, at which stage they may use the courtyard, and then afterward recounts that the other residents renounce their rights in favor of the one who forgot to establish an eiruv, leaving it permitted for him and prohibited for them.

We learned in the mishna: If two residents of a courtyard forgot to establish an eiruv, and the others renounced their rights in the courtyard in their favor, they render one another prohibited from carrying. The Gemara raises a difficulty: Isn’t this obvious? What novel teaching is stated here? The Gemara answers: No, this ruling is necessary in a case where the others renounced their rights in the courtyard in favor of the pair, and one of them then renounced his rights in favor of the other. Lest you say it now be permitted for him to carry, the mishna teaches us that since at the time of his renunciation it was not permitted for him to carry in that courtyard, he may not renounce his rights either. Therefore, his renunciation is ineffective, and they are both prohibited from carrying.

The mishna explains: For one resident may give away and receive rights in a domain. The Gemara poses a question: Why do I need this further explanation? This ruling can be deduced from the previous cases: If the mishna wishes to teach the halakha with regard to giving away rights, we already learned that one person may give away his rights in a domain, and if it wishes to teach the halakha with regard to receiving rights, we already learned it as well, so why the repetition?

The Gemara answers: He needed it due to the ruling in the latter clause, which includes the novel teaching that two residents may give away rights in a domain. The Gemara again wonders: But this halakha as well, that even multiple residents may give away their rights in a domain, is obvious. The Gemara answers: This was stated lest you say:

Let us issue a decree that two residents may not give away their rights in a domain, lest people come to renounce their rights in favor of two residents as well. People might assume that just as two may give away their rights to one, so too may one give away his rights to two. The mishna therefore teaches us that we do not issue such a decree.

HALAKHA

Renunciation in favor of two – בְּאֶדֶר לֵו לְכָּב: Rights in a domain may not be renounced in favor of two people who did not establish an eiruv, as although two may renounce their rights, they may not acquire rights. Even if the residents of the courtyard told one of the two to acquire their rights provided that he transfer them to the other person, this is ineffective (Shulḥan Arukh, Oraĥ Ĥayyim 385:3).

NOTES

It was not permitted – לא יתכן. As explained in the Gemara, even if the residents of the courtyard specified that they are renouncing their rights in favor of one person on the condition that he renounce his rights to the other, this is invalid. The rationale is that since the person failed to establish an eiruv, it is as though he is completely absent and is living in a different place entirely, so that he has no rights in the courtyard it whatsoever.

The Gemara asks: Shall we not learn from this, from the order of events in the mishna, that one may renounce his rights in favor of another when he needs it, and then the latter may renounce his rights in favor of the former when he needs it? For the mishna first describes a case in which the one who forgot to establish an eiruv renounces his rights in favor of the others, at which stage they may use the courtyard, and then afterward recounts that the other residents renounce their rights in favor of the one who forgot to establish an eiruv, leaving it permitted for him and prohibited for them.

The Gemara answers: No proof can be brought from here, for this is what the mishna is saying: If they gave away their rights in the courtyard to him at the outset, it is permitted for him and it is prohibited for them. In other words, this is not a continuation of the previous clause, but a separate case.

We learned in the mishna: If two residents of a courtyard forgot to establish an eiruv, and the others renounced their rights in the courtyard in their favor, they render one another prohibited from carrying. The Gemara raises a difficulty: Isn’t this obvious? What novel teaching is stated here? The Gemara answers: No, this ruling is necessary in a case where the others renounced their rights in the courtyard in favor of the pair, and one of them then renounced his rights in favor of the other. Lest you say it now be permitted for him to carry, the mishna teaches us that since at the time of his renunciation it was not permitted for him to carry in that courtyard, he may not renounce his rights either. Therefore, his renunciation is ineffective, and they are both prohibited from carrying.

The mishna explains: For one resident may give away and receive rights in a domain. The Gemara poses a question: Why do I need this further explanation? This ruling can be deduced from the previous cases: If the mishna wishes to teach the halakha with regard to giving away rights, we already learned that one person may give away his rights in a domain, and if it wishes to teach the halakha with regard to receiving rights, we already learned it as well, so why the repetition?

The Gemara answers: He needed it due to the ruling in the latter clause, which includes the novel teaching that two residents may give away rights in a domain. The Gemara again wonders: But this halakha as well, that even multiple residents may give away their rights in a domain, is obvious. The Gemara answers: This was stated lest you say:
We learned in the mishna: But two may not receive rights in a domain. The Gemara poses a question: Why do I need to say this? Isn’t it superfluous? The Gemara answers: No, it is necessary to teach that rights may not be acquired even if the other residents of the courtyard say to one of the two who did not establish an eiruv: Acquire our rights in the courtyard on condition that you transfer them in turn to your friend, the other one who did not establish an eiruv. The mishna teaches that he does not become their agent and cannot transfer the rights to the other person, as he himself cannot receive such rights under these circumstances.

Abaye raised a dilemma before Rabba: If five people live in the same courtyard, and one of them forgot to join in an eiruv, when he renounces his rights in the courtyard, must he renounce them in favor of each and every one of the others or not? Rabba said to him: He must renounce his rights in favor of each and every one.

Abaye raised an objection from the following baraita: One resident of a courtyard who did not establish an eiruv may renounce his rights in the courtyard in favor of one who did establish an eiruv. Two courtyard residents who established an eiruv may also renounce their rights in the courtyard in favor of one who did not establish an eiruv. And similarly, two courtyard residents who did not establish an eiruv may renounce their rights in the courtyard in favor of two residents who did establish an eiruv or in favor of one resident who did not establish an eiruv.

But one courtyard resident who did establish an eiruv may not renounce his rights in the courtyard in favor of one resident who did not establish an eiruv, nor may two residents who established an eiruv renounce their rights in the courtyard in favor of two other residents who did not establish an eiruv, nor may two residents who did not establish an eiruv renounce their rights in the courtyard in favor of two residents who did not establish an eiruv.

In any event the first clause is teaching: One resident of a courtyard who did not establish an eiruv may renounce his rights in the courtyard in favor of one who did establish an eiruv. What are the circumstances surrounding this case? If there is no other resident with him, i.e., if there were only two people living in the courtyard, with whom did he, the other resident, establish an eiruv? He could not have established an eiruv on his own.

Rather, it is obvious that there is another resident with him, apart from the one who failed to establish an eiruv, and yet it states: He may renounce his rights in the courtyard in favor of one who did establish an eiruv, which implies that it is enough for him to renounce his rights in favor of one of the residents. He does not have to renounce his rights in favor of all of them.

The Gemara now asks: And how does Rabba understand this teaching? The Gemara answers: Rabba can say as follows: With what are we dealing here? This is a special case, where there was another person in the courtyard with whom he established the eiruv, but that person died in the meantime, leaving only one who established an eiruv, to whom the one who did not establish an eiruv may renounce his rights.

The Gemara raises a difficulty: If it indeed refers to a case where there was another person, but he died, say an explanation for the latter clause of the baraita: But one courtyard resident who did establish an eiruv may not renounce his rights in favor of one who did not establish an eiruv. Now if it refers to a case where there was at first another person but he died, why may the one courtyard resident not renounce his rights in the courtyard? Now there is only one other person present in the courtyard.

He must renounce his rights in favor of each and every one – [ןוּדָא] לא נַעֲשֶׂה לָךְ אֶחֱטָא אִילָנוּ. When one renounces his rights in a certain domain to a group of people, he must do so in respect to each and every one of them. My rights are renounced to you and you (Rambam). Other authorities rule that it is enough if he says: My rights are renounced to all of you (Tur). In accordance with the opinion of Rabbia (Shu’han Arukh, Oraḥ Ḥayyim 380:1).

An individual and a group with regard to renunciation – אַבָּל בֵּית חוֹזָא אֲבָל בֵּית חוֹזָא מִי הָא. A group of people who established an eiruv can renounce their rights in favor of another group who also established an eiruv, but neither they nor an individual may so in favor of a group that did not establish an eiruv. If the group renounces its rights in favor of an individual, or if an individual does so for another individual, the renouncing party is entirely prohibited from carrying in the courtyard and is not considered in this regard like a guest, who is subordinate to his host and may carry wherever the latter may (Shu’han Arukh, Oraḥ Ḥayyim 380:4).

Notes: Where there was another person, but that person died – [ןוּדָא]. Because of the difficulties presented by the halakhot of inheritance, i.e., even if the resident dies, his heir could be considered a resident of the courtyard, as discussed later in the Gemara. Rashī felt it necessary to explain that this case in the Gemara is one with special circumstances. The Sages are discussing members of a convoy who camped and surrounded their camp with a fence. As these members do not possess an actual residence that can be inherited, but are merely staying in this place, there is no issue of the inheritor being a factor in this ruling. The ṭifla offers an alternative explanation, which suggests that the dead person is a convert who has no heirs. Consequently, the difficulty does not arise. Most commentators (Tosafot, Rashia, Rosh; Ṭifla) agree that an heir does not render carrying prohibited in a place where he is not currently residing. Therefore, although there was an heir, he is located elsewhere and does not impose any restrictions on the residents.

NOTES

HALAKHA

Accordingly, the opinion of Rambam is correct. If the group renounces its rights in favor of an individual, the renouncing group is entirely prohibited from carrying in the courtyard and is considered in this regard like a guest, who is subordinate to his host and may carry wherever the latter may (Shu’han Arukh, Oraḥ Ḥayyim 380:4).

Rather, it is obvious that there is another resident with him, apart from the one who failed to establish an eiruv, and yet it states: He may renounce his rights in the courtyard in favor of one who did establish an eiruv, which implies that it is enough for him to renounce his rights in favor of one of the residents. He does not have to renounce his rights in favor of all of them.

The Gemara now asks: And how does Rabba understand this teaching? The Gemara answers: Rabba can say as follows: With what are we dealing here? This is a special case, where there was another person in the courtyard with whom he established the eiruv, but that person died in the meantime, leaving only one who established an eiruv, to whom the one who did not establish an eiruv may renounce his rights.

The Gemara raises a difficulty: If it indeed refers to a case where there was another person, but he died, say an explanation for the latter clause of the baraita: But one courtyard resident who did establish an eiruv may not renounce his rights in favor of one who did not establish an eiruv. Now if it refers to a case where there was at first another person but he died, why may the one courtyard resident not renounce his rights in the courtyard? Now there is only one other person present in the courtyard.
Rather, it is obvious that there is another person present, with whom the eiruv was established. And since the latter clause of the baraita deals with a case where there is another person present, the first clause of the baraita must also be dealing with a case where there is another person present.

The Gemara rejects this proof: Is this necessarily the designation in both cases? Must the two clauses necessarily be dealing with the same case? This case as it is, and this case as it is, i.e., each clause deals with a unique set of circumstances, which need not accord with each other.

The Gemara adds: Know that this baraita does not only deal with one state of affairs, for the last part of the first clause teaches: And two courtyard residents who did not establish an eiruv may renounce their rights in the courtyard in favor of two residents who did establish their eiruv. It can be inferred from this that in favor of two residents, yes, they may renounce their rights, but in favor of one, no, they may not. This clearly indicates that they must renounce their rights in the courtyard in favor of both of them.

And Abaye can say: What is the meaning of in favor of two? In favor of one of the two, for this is as effective as renouncing their rights in favor of both of them. The Gemara raises a difficulty: If so, let it teach that the two courtyard residents who did not establish an eiruv may renounce their rights in the courtyard in favor of one resident who established an eiruv or in favor of one resident who did not establish an eiruv, from which one would understand that there are two present, for otherwise there could be no eiruv. The Gemara concludes: This is indeed difficult according to Abaye's opinion, although it does not completely refute his opinion.

The Gemara now explains the need for each clause of the baraita. The baraita opens: One resident of a courtyard who did not establish an eiruv may renounce his rights in favor of one who did establish an eiruv. According to Abaye, this refers to a case where there is another person present, and it teaches us that he need not renounce his rights in the courtyard in favor of each and every one of the others. According to Rabbi, this refers to a case where there was another person in the courtyard, with whom he established the eiruv, but that person died in the meantime, and the novel teaching is that the Sages did not issue a decree due to the concern that sometimes that other person is still present.

And Abaye can say: Two courtyard residents who established an eiruv may renounce their rights in the courtyard in favor of one who did not establish an eiruv. The Gemara poses a question: Isn't this obvious? What new halakha is being taught here? The Gemara answers: Lest you say that since he did not establish an eiruv, we should penalize him by insisting that he renounce his rights in their favor and not the reverse, therefore the baraita teaches us that it is permitted even for the ones who established an eiruv to renounce their rights in his favor.

The baraita continues: Two courtyard residents who established an eiruv may renounce their rights in the courtyard in favor of two residents who did not establish an eiruv. According to Rabbi, the baraita taught the latter clause to shed light on the first clause. As the latter clause teaches that one must renounce rights to every resident in the courtyard, the first clause must refer to the case where the additional resident passed away, for otherwise, he would not be able to renounce his rights to only one of the residents of the courtyard. According to Abaye, it was necessary for the mishna to teach the halakha in the case of two who did not establish an eiruv. For it could enter your mind to say that we should issue a decree determining that the two residents who did not establish an eiruv may not renounce their rights in favor of the two residents who established an eiruv, lest the two who established an eiruv come to renounce their rights in favor of the two who did not. The baraita, therefore, teaches us that we do not issue such a decree.

NOTES

The language of the baraita – אֲרוֹן פְּנֵי אֶחָד וְאַבַּיֵּי אָמַרְד. It is clear that this baraita is repetitive and not every repetition has halakhic implications. However, since tanna'im, when they repeat themselves, usually introduce certain stylistic adjustments, when such adjustments are absent, the Gemara inquires as to the reason for the repetition (Maharsha).

Taught the latter clause to shed light on the first clause – אֱלֹהֵי יָרְעָה, אֲדוֹנֵי אִישׁי. This expression is utilized with regard to both mishnayot and biblical verses. It means that although the phrase in question serves no particular purpose in and of itself, it is necessary in terms of the overall context, for it would otherwise be possible to explain some other statement in a completely different manner. Therefore, this additional section functions to ensure that a different statement is properly understood.
The baraita further states: Nor may two residents who established an eiruv renounce their rights in the courtyard in favor of two other residents who did not establish an eiruv. The Gemara raises a difficulty: Why do I need this further matter? Isn’t this statement superfluous? The Gemara answers: No, it is necessary for the case where one of the two who did not establish an eiruv subsequently renounced his rights in favor of his fellow resident. Lest you say that it should now be permitted to carry, as there is only one person left who has any rights in the courtyard and failed to establish an eiruv, therefore it teaches us that since at the time of his renunciation he was not permitted in that courtyard, he may not renounce his rights in it, and therefore carrying is prohibited for both.

The baraita concludes: Nor may two residents who did not establish an eiruv renounce their rights in the courtyard in favor of two residents who did not establish an eiruv. The Gemara poses the question: Why do I need this additional matter? Isn’t it superfluous? The Gemara answers: No, it is necessary for the case where the other courtyard residents said to one of the first two who did not establish an eiruv: Acquire our rights in the courtyard on condition that you transfer them in turn to your friend, the other one who did not establish an eiruv. They attempted to appoint one of them as an agent to transfer the collective rights to the other. The baraita teaches us that this method is ineffective.

Rava raised a dilemma before Rav Nahman: With regard to an heir, what is the halakha regarding whether he may renounce rights in a courtyard? If a person who had forgotten to establish an eiruv died on Shabbat, may his heir renounce his rights in his stead?

The Gemara explains the two sides of the question: On the one hand, perhaps only in a case where, if the person wanted to establish an eiruv on the previous day he could have established an eiruv, he can also renounce his rights on Shabbat. But this heir, since, if he wanted to establish an eiruv the previous day he could not have established an eiruv, as he was not then a resident of the courtyard, therefore, today he cannot renounce his rights either.
An heir can renounce rights in a domain – דַּאֲבַרְעֵירּ דַּאֲבוּרְוּ רוּא

Renunciation of rights by an heir – Renewal of rights by an heir – רְוֹעַ מְבַטֵּל

381:6).

Oraĥ Ĥayyim 98

For instance, there are some scholars of the school of Shmuel taught: He cannot renounce rights in a courtyard. Rava raised an objection to Rav Nahman from the following baraita: This is the principle: Anything that is permitted for part of Shabbat is permitted for all of Shabbat, and anything that is prohibited for part of Shabbat is prohibited for all of Shabbat, apart from one who renounces his rights in a courtyard, for renunciation can provide an allowance halfway through Shabbat. The Gemara now explains each element of the baraita: Anything that is permitted for part of Shabbat is permitted for all of Shabbat. For example, if an eiruv was established between two adjacent courtyards that are connected via an opening between them, and that opening was closed up on Shabbat, the eiruv is valid. Alternately, if an eiruv was established between the two courtyards that are connected via a window opening from one to the other, and that window was closed up on Shabbat, the eiruv is valid. As carrying from one courtyard to another was permitted at the beginning of Shabbat, it is permitted throughout Shabbat. The Gemara comments: The words this is the principle come to include the case of an alleyway whose cross beams or side posts were removed on Shabbat, teaching that one may nonetheless use the alleyway, as it had been permitted at the outset of Shabbat. The Gemara continues its explanation of the baraita: Anything that is prohibited for part of Shabbat is prohibited for all of Shabbat. For example, if there were two houses on two sides of a public domain, which gentiles enclosed with a wall on Shabbat, the enclosed area remains prohibited. Even though a partition of this kind is considered a proper one with regard to Shabbat domains, it is prohibited to carry objects from either house into the enclosed area, even if the owner of the first house renounces his rights in the area in favor of the owner of the second house, as they could not have established an eiruv between them before Shabbat. The Gemara asks: What do the words this is the principle come to include in this part of the baraita? The Gemara answers: It comes to include the case of a gentile resident of the courtyard who died on Shabbat without having rented out his domain to a Jew for the purpose of an eiruv. In this case, the Jewish neighbors are prohibited from carrying in the courtyard. Because it was prohibited to establish an eiruv the previous day, carrying in the courtyard continues to be prohibited on Shabbat, even though the gentile is now deceased. And the baraita teaches: Apart from one who renounces his rights in a courtyard, which teaches that a person may renounce his rights in a courtyard even on Shabbat, despite the fact that the courtyard was prohibited prior to his renunciation. The Gemara infers: He himself, i.e., the original owner, yes, he may renounce his rights even on Shabbat, but with regard to his heir, no, he may not renounce his rights on Shabbat, which contradicts Rav Nahman’s opinion. Rav Nahman replied: Say that the baraita must be understood as follows: Apart from anyone who falls into the halakhic category of one who renounces his rights in a domain. In other words, the baraita is not referring to a particular person who renounces his rights, but rather to the category of renunciation in general, which includes an heir. 

He, yes, his heir, no – נִּמְצָא בִּשְׁכָּנִים שְׁכָנִים וְרִיּוּם גּוֹיִם

Although Rashi’s explanation of the Gemara matches these words, nevertheless, his comments indicate that he too did not have this reading in front of him. See Tosafot, who question Rashi’s explanation. Rabbeinu Hananel teaches the text in a completely different manner: These words are an objection to the opinion of Shmuel, and the conclusions that he deduces from the text are the opposite of Rashi’s. However, this interpretation is not without difficulties of its own, as it is unusual for the Gemara to object to both sides of an argument without stating this explicitly (Rashba). One commentary understands the phrase in a manner similar to Rashi: Since the Gemara explains the baraita as speaking of a person who passes away, with the phrase: And the gentle died on Shabbat, it suggests that the phrase: Apart from one who renounces his rights, refers only to one who nullifies his own domain, but not to a person who was the heir of one who passed away (Rabbi Eleazar Meir Horowitz).
Rava raised a further objection to the opinion of Rav Nahman from a different baraita: If a resident of a courtyard died and left his domain, the use of his house, to one from the marketplace, i.e., a non-resident of the courtyard, the following distinction applies: If he died while it was still day, i.e., before Shabbat, the one from the marketplace renders carrying prohibited, for it is assumed that he received his portion before the onset of Shabbat and should have joined in an eiruv with the others. Since he failed to establish an eiruv with the other residents of the courtyard, he renders carrying prohibited in the entire courtyard. If, however, he died after nightfall, he does not render carrying prohibited, for so long as it was permitted to carry for part of Shabbat it remains permitted for the entirety of Shabbat.

And alternatively, if one from the marketplace who owned a residence in the courtyard but did not dwell there died and left his domain to a resident of the courtyard who does live there and usually joins in an eiruv with his neighbors, the following distinction applies: If the person from the marketplace died while it was still day, i.e., before Shabbat, the courtyard resident does not render carrying prohibited, as when he establishes his eiruv it includes his new residence as well. If, however, the person from the marketplace died after nightfall without having established an eiruv, the deceased renders carrying prohibited. As this residence was prohibited at the beginning of Shabbat, it can no longer be permitted on that Shabbat.

Rava’s question is based on the first case discussed in the baraita: According to Rav Nahman, why does the heir render carrying prohibited in this case? Let him renounce his rights in the courtyard to the other residents, as Rav Nahman maintains that an heir may renounce his rights, i.e., although there is no way of rectifying the situation by means of an eiruv, it can be corrected by way of renunciation.

Come and hear a different proof challenging Rav Nahman’s opinion, from the following baraita: If a Jew and a convert were living in a single residency, comprised of several rooms, and the convert died childless while it was still day, such a convert has no heirs, and therefore the first to take possession of his property acquires it.

In such a case, even though a different Jew took possession of the convert’s property, the one who acquires it renders carrying prohibited. If, however, he died after nightfall, even though a different Jew did not take possession of his property, it, i.e., carrying, is not prohibited, for carrying had already been permitted on that Shabbat.

The Gemara raises a difficulty: The baraita itself is difficult. You first said: If the convert died while it was still day, even though a different Jew took possession of his property, the latter renders carrying prohibited, which implies that it is not necessary to say so where another Jew did not take possession of the property; for in such a case it is certainly prohibited. But this is incorrect. On the contrary, in a case where a different person did not take possession of the property, it is certainly not prohibited, for in such a case the convert’s property is ownerless and there is nobody to render carrying in the courtyard prohibited.

Rav Pappa said: Say that the baraita should read as follows: Even though a different Jew did not take possession of it. The Gemara raises a difficulty: How can it be corrected in this manner? But doesn’t it teach: Even though he took possession of it?

HALAKHA

If a resident of a courtyard died — אִישׁ מִבְּחָצֵר שֶׁמֵּת With regard to one of the residents of a courtyard who died before he could establish an eiruv, and he left his portion to someone who was not a resident of the courtyard, the following distinctions apply: If he died before Shabbat and his heir arrived on Shabbat, the heir renders carrying prohibited. However, if he died on Shabbat after having established an eiruv, the heir may not impose any restrictions on the residents. If he had not established an eiruv, the heir imposes restrictions only when he arrives (Shulhan Arukh, Orah Hayyim 374).

One who inherited part of a courtyard — בִּיטּוּל רְשׁוּת יוֹרֵשׁ In the case of a person who owned a residence in a courtyard but did not dwell there, and who left his property to a resident of that courtyard, the halakha is as follows: If he died before Shabbat, the heir does not render carrying prohibited, for the eiruv that he established before Shabbat includes the portion he has inherited as well. However, if the person died after nightfall, then the heir does render carrying prohibited, because his eiruv is ineffective in such a case (Shulhan Arukh, Orah Hayyim 373).

NOTES

A Jew and a convert in a single residency — עַשְׁרוּת צְרִיכָה The early commentators point out that this case clearly refers to a legal acquisition of ownership (yotzah) rather than an inheritance (see Rina). According to the Rambam, who maintains that an heir has rights because it is considered as though the deceased renounced his rights in his favor before Shabbat, one who acquires property that was ownerless is similarly like one who acquires from a person who renounced his rights to others.