GEMARA With regard to the mishna's ruling concerning the foods which may or may not be used for an _eiruv_ and to merge alleyways, the Gemara poses a question: This ruling is apparently superfluous, as we have already learned it once before in another mishna: One should establish an _eiruv_ and a merging of alleyways with all kinds of food, except for water and salt.

Rabba said: This addition comes to exclude the opinion of Rabbi Yehoshua in the mishna, who said that a loaf, yes, it may be used for an _eiruv_, but anything else, no, other foods may not be used. Therefore, the mishna teaches us that an _eiruv_ may be established with all kinds of food, not only bread.

Abaye raised an objection from a _baraita_: One may establish a joining of courtyards with all kinds of food, and likewise one may establish a merging of alleyways with all kinds of food. They said that one must establish a _eiruv_ with bread only with regard to an _eiruv_ of a courtyard. Who did you hear that said that bread, yes, it may be used for an _eiruv_, but anything else, no, it may not be used? It was Rabbi Yehoshua, and yet the _baraita_ teaches: With all kinds of food. This proves that the phrase: One may establish an _eiruv_ with all kinds of food, does not necessarily exclude Rabbi Yehoshua's opinion.

Rather, Rabba bar bar Ḥana said: It comes to exclude a different aspect of the opinion of Rabbi Yehoshua, as Rabbi Yehoshua said: A whole loaf, yes, it is fit to be used as an _eiruv_, but a broken loaf, no, it is not suitable for this purpose. The mishna therefore teaches us that one may prepare an _eiruv_ with all kinds of bread, even a broken loaf.

The Gemara analyzes Rabbi Yehoshua's position itself: And with regard to a broken loaf of bread, what is the reason that it may not be used for an _eiruv_? Rabbi Yosei ben Shaul said that Rabbi Yehuda HaNasi said: The reason is due to potential enmity between neighbors. To avoid a situation where one person says to the other: You contributed a mere slice of bread, while I donated an entire loaf, the Sages instituted that each person should provide a whole loaf.

Rav Aha, son of Rava, said to Rav Ashi: If they all established the _eiruv_ with broken loaves of bread, what is the _halakha_? In this case there is no cause for enmity. Rav Ashi said to him: There is nonetheless a concern lest the problem recur, as one of them might give an entire loaf and proceed to complain about his neighbor who donated only a partial loaf.

A portion of dough, known as _halla_, must be set aside and given to the priests. If _hallah_ was not set aside from the dough, it must be separated from the baked bread. Moreover, if one part _teruma_ fell into a hundred parts non-sacred produce, a proportionate amount must be removed from the mixture and given to a priest, after which the remainder may be eaten. Rabbi Yohanan ben Shaul said: If one removed from the loaf as much as must be set aside for its _hallah_, or as much as must be separated from a mixture⁷ of _teruma_ and non-sacred produce, he may establish an _eiruv_ with that loaf. The reason is that in this case people would not complain that he did not give a whole loaf, as they would assume the loaf had a small part missing because _hallah_ had been separated from it, or because _teruma_ had fallen into the dough, which necessitated the separation of a certain portion. However, if more than this amount was missing, people would suspect him of eating from the _eiruv_.

The Gemara raises a difficulty: Wasn't it was taught otherwise in a _baraita_: If a loaf was missing as much as must be removed from a mixture of _teruma_ and non-sacred produce, one may establish an _eiruv_ with it, but if it was missing as much as must be removed for its _hallah_, one may not establish an _eiruv_ with it?⁸

NOTES

Mixture (dimrau) — מִשְׁתַּתְּ׳: Some commentators explain that the missing portion was actually removed from the loaf as _hallah_ or as the portion removed from a mixture of _teruma_ and non-sacred produce. However, if it were removed for any other reason, the loaf is not suitable for an _eiruv_. Most commentators maintain that if the portion removed was the amount of _hallah_ or the amount removed from the mixture, even if the portion was used for a different purpose, the loaf is fit for an _eiruv_, as people do not know why it is missing (Rosh; see Tosafot).

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NOTES

Mixture (dimrau) — מִשְׁתַּתְּ׳: This term means mixtures in general, but the Sages typically used it in reference to _teruma_ that became intermingled with regular produce. If _teruma_, or anything that has the sanctity of _teruma_, such as _hallah_, became mixed with regular produce, if the mixture does not contain more than one part _teruma_ to one hundred parts non-sacred produce, one may separate one one-hundredth of the mixture, and the rest is permitted to be eaten by non-priests.

As much as must be removed for its _hallah_ and as much as must be removed from a mixture — רַבּ יֵלֵי מִדְרַבִּי יְרוֹשֻּׁע: Some commentators explain that the missing portion was actually removed from the loaf as _hallah_ or as the portion removed from a mixture of _teruma_ and non-sacred produce. However, if it were removed for any other reason, the loaf is not suitable for an _eiruv_. Most commentators maintain that if the portion removed was the amount of _hallah_ or the amount removed from the mixture, even if the portion was used for a different purpose, the loaf is fit for an _eiruv_, as people do not know why it is missing (Rosh; see Tosafot).
A baker’s dough and a homeowner’s dough – the Talmud discusses in the context of the rules for Eiruv. In the Jerusalem Talmud a dispute is cited concerning the rationale for this distinction. One opinion stated there is that a homeowner is required to give more because the dough he prepares is smaller. Were he to separate only one forty-eighth of his dough, the measure that a baker is obligated to separate, this would not constitute a proper gift, which is not the case with the baker’s large batches of dough. Another opinion is that a homeowner is stingy with regard to the dough he sets aside. Therefore, the Sages ruled that he should give more, in hope that he would not give less (see Rambam and Rav Shimon of Siena).

Its halla and its mixture of teruma and non-sacred produce – Rav Hisda’s ruling. A difficulty remains: A baker’s halla is one forty-eight of the dough, while the mixture of teruma is one one-hundredth. If the amount of a baker’s halla is permitted, all the more so the amount of the mixture of teruma should be permitted. The Ra’avad answers that the reference here is not to a mixture of teruma in its usual sense. Rather, it is referring to a case where one forgot to separate regular halla from the produce, a mistake they intend to rectify. The average gift of regular teruma is one-fiftieth, which is very close to the measure required only for the sake of appearances, and it is therefore permitted, as long as the seam is inconspicuous (Rav Yaakov Emden).

The Gemara explains that this is as we learned in a mishna: The measure of halla fixed by the Sages is one twenty-fourth of the dough. Consequently, one who prepares dough for himself or dough for his son’s wedding feast, the measure for halla is one twenty-fourth. However, a baker who prepares dough for sale in the market, and likewise a woman who prepares dough for sale in the market, is required to separate only one forty-eighth of the dough, as the Sages were lenient with those who sell their wares so that they should not suffer loss.

Rav Hisda said: With regard to one who connected the two portions of a broken loaf with a wood chip, one may establish an eiruv with it, as it looks whole. The Gemara raises a difficulty: But wasn’t it taught in a baraita with regard to a case of this kind that one may not establish an eiruv with it? The Gemara answers: This is not difficult, as in this case, where it may not be used for an eiruv, we are dealing with a situation where the seam is conspicuous; however, in that case, where it may be used for an eiruv, the reference is to a situation where the seam is not conspicuous.

Rabbi Zeira said that Shmuel said: One may establish an eiruv even with rice bread or with millet bread. Mar Ukva said: This ruling was explained to me by Mar Shmuel himself. With rice bread one may establish an eiruv, but with millet bread one may not establish an eiruv, as it is difficult to bake edible bread out of millet.

Rav Hiyya bar Avin said that Rav said: One may establish an eiruv with lentil bread. The Gemara raises a difficulty: Is that so? Is such bread edible? But there was that lentil bread in the days of Mar Shmuel, which he threw to his dog, and even it would not eat it. Clearly, lentil bread is not fit for human consumption.

The Gemara answers: That bread which the dog refused to eat was a mixture of various types of grains. It was baked in order to discover the taste of a bread of mixed ingredients and was similar to that which the prophet Ezekiel was commanded to eat, as it is written: “Take you for yourself wheat, and barley, and beans, and lentils, and millet, and spelt, and put them in one vessel, and make them for yourself into bread” (Ezekiel 4:9). This bread is unfit for human consumption, as even a dog at times will not eat it. However, bread prepared from lentils alone is edible.

Rav Pappa said: That bread of Ezekiel’s was roasted in human excrement, as it is written: “And you shall eat it as barley cakes, and you shall bake it with human excrement, in their sight” (Ezekiel 4:11).

Having mentioned this verse, the Gemara asks a related question: What is the meaning of: “And you shall eat it as barley [seorim] cakes”? Rav Hisda said: The verse means that he should eat it in small measures [leshemirin], not as a satisfying meal. Rav Pappa said: Its preparation must be like the preparation of barley bread, coarse bread with regard to which one invests little effort, and not like the preparation of wheat bread.
**MISHNA**

A person may give a ma'a coin to a grocer or a baker, if they live in the same alleyway or courtyard, so that the grocer or baker will confer upon him possession of wine or bread for a merging of the alleyway or an eiruv, if other residents come to them to purchase these products for that purpose. This is the statement of Rabbi Eliezer.

And the Rabbis say: His money did not confer possession on him, as the transfer of money alone is not a valid mode of acquisition and cannot confer possession. One must perform a valid mode of acquisition, e.g., pulling an article into one's own possession, to transfer ownership.

**NOTES**

1. As one may establish an eiruv for a person only with his knowledge – מַשְׁחִיטִין אֶת הַעֵירָבִים שֶׁל רַמִּשְׁרֵי – מְעָרְבִין לְדַעְתּוֹ. According to Rashi and other commentators, the expression: As one may establish an eiruv for a person only with his knowledge, is referring to the previous statement of the mishna. The phrase explains why the money does not effect the transfer of possession to the one who gave the money to the storeowner. The Rosh, however, claims that the mishna is referring to a case of purchase, rather than to a case where another confers possession upon him. Consequently, the phrase: As one may establish an eiruv for a person only with his knowledge, does not clarify the previous statement; rather, it stands on its own.

2. The subject of the mishna – מַשְׁחִיטִין אֶת הַעֵירָבִים. The mishna apparently deals with a joining of courtyards. However, some authorities maintain that with regard to a joining of courtyards, the transfer of the money should establish a valid eiruv, either because the storeowner himself is located in the courtyard or because everyone agrees, according to this approach, that a joining of courtyards is a benefit and not a disadvantage. Therefore, these commentators explain the mishna as referring only to a joining of Shabbat boundaries (see Rashba).

3. Four times – מַשְׁחִיטִין אֶת הַעֵירָבִים שֶׁל רַמִּשְׁרֵי. These are four dates on which everyone holds large feasts. Any purchase of meat is evidently for this purpose and cannot be postponed to another occasion (see Rashi in tractate Hullin). Consequently, the butcher must slaughter the ox, even if he will entail a financial loss.

**HALAKHA**

Acquiring an eiruv with money – מַשְׁחִיטִין אֶת הַעֵירָבִים. If a person gives money to a storeowner or a baker to transfer possession of an eiruv to him, the money does not transfer possession and the eiruv is invalid, in accordance with the opinion of the Rabbis. However, if he appointed the baker as his agent for establishing the eiruv, the eiruv is valid (Shulhan Arukh, Orah Hayim 359:1).

Rav Nahman said that Rabba bar Abbahu said: Rabbi Eliezer established this acquisition so that it should be like the four times described during the year that the payment of money effects acquisition, as we learned in a mishna: On these four times every year, on the eves of Passover, Shavuot, Rosh HaShana, and the Eighth Day of Assembly, one who paid for meat may force the butcher to slaughter an animal against his will. Even if his ox was worth a thousand dinar, and the customer has paid for only one dinar's worth of meat, the customer may force the butcher to slaughter it, so that the buyer can receive his meat. The reason is that on these four occasions everyone buys meat, and therefore the butcher who promised to supply the customer with meat must give it to him, even if this causes the butcher a considerable loss.
The transfer of money merely obligates the seller either
Shulĥan Arukh
Oraĥ Ĥayyim
(369:1).

Therefore, if the ox died, it died at the buyer’s expense. That is to say, he must bear the loss and is not entitled to get his dinar back. The Gemara asks: Why is this so? The customer did not pull the ox into his possession. As he did not perform an act of acquisition, he has not acquired any part of the ox, and his dinar should therefore be restored to him. Rav Hunα said: We are dealing here with a case where he did pull the ox into his possession.

The Gemara raises a difficulty: If so, say the latter clause of that mishna as follows: With regard to the rest of the days of the year, it is not so. Therefore, if the animal died, it died at the seller’s expense. If, as Rav Hunα claims, the mishna is referring to a case where the purchaser had already pulled the animal into his possession, why must the seller suffer the loss? Since the customer pulled it into his possession and has acquired it, the ox died in his possession.

Rabbi Shmuel bar Yitzĥak said: Actually, the mishna is referring to a case where the customer did not pull the animal into his possession. With what are we dealing here? We are dealing with a case where the butcher conferred possession upon his customer by means of another person, i.e., the butcher conferred possession upon the customer by instructing another person to acquire a dinar’s worth of the ox’s meat on his behalf, without having obtained his consent.

Consequently, at these four times, when it is for his benefit, as everyone wishes to buy meat on these days, one may act for his benefit in his absence, and the acquisition is valid. With regard to the rest of the days of the year, when it is to his disadvantage, as it obligates him in payment and he might have no interest in this purchase, one may act to his disadvantage only in his presence.

And Rav Huna said that Rabbi Yohanan said: At these four times, the Sages based their statement on Torah law, i.e., they ruled in accordance with Torah law. As Rabbi Yohanan said: By Torah law, the payment of money is an effective act of acquisition, which acquires movable property. Merchandise that is purchased with money is immediately transferred to the ownership of the buyer.

And why, then, did the Sages say that the mode of acquisition of pulling, not monetary payment, acquires movable goods? It is a decree issued by the Sages, lest the seller say to a buyer who has already paid for his merchandise: Your wheat was burned in the upper story of my house, and you have lost everything. According to Torah law, once the buyer pays, he owns the merchandise wherever it is located. As this state of affairs can lead to fraud, the Sages instituted that only an act of physical transfer of the item purchased can finalize the sale. On these four occasions, however, the Sages ordained that Torah law remains in effect. Rabbi Eliezer maintains that this enactment applies to an eiruv as well.

The mishna stated: The Rabbis concede with regard to all other people that if he gave them money for food for an eiruv, his money confers possession upon him. The Gemara asks: Who is included among all other people? Rav said: The reference is to an ordinary homeowner, not a merchant, who was asked by someone to receive possession of food for an eiruv on his behalf, by means of the money that he provided.

And likewise, Shmuel said: The reference is to an ordinary homeowner. As Shmuel said: They taught this halakha only with regard to a baker, but an ordinary homeowner may acquire the food on behalf of another person. And Shmuel also said: They taught this halakha only in a case where he gave him a ma‘a, but if he gave him a utensil, he acquires the food for the eiruv by the mode of acquisition known as exchange. By handing over the utensil in exchange for the food of the eiruv, he acquires that food wherever it is located. However, one cannot perform the mode of acquisition of exchange with money.
Rav Hana from Baghdad said to Rav Yehuda: Did Shmuel state this ruling even with regard to an alleyway whose cross beam or side post was removed during Shabbat? Rav Yehuda maintains that it is permitted to carry in this alleyway on that same Shabbat.

He said to him: I spoke to you with regard to the acquisition of eiruvin, and not with regard to partitions. The halakhot of partitions are not considered part of the halakhot of eiruvin, as they touch upon several areas of halakha, only one of which is the issue of an eiruv. With regard to partitions, the halakha is not in accordance with Rabbi Yehuda.

Rav Aha, son of Rava, said to Rav Ashi: As it is stated that the halakha is in accordance with Rabbi Yehuda, this proves by inference that there is a dispute concerning this issue. But didn’t Rabbi Yehoshua ben Levi say: Any place where Rabbi Yehuda says when, or in what case is this, in the Mishna, he intends only to explain the earlier statement of the Rabbis, not to disagree with them. Why, then, did Shmuel say that the halakha is in accordance with the opinion of Rabbi Yehuda, when according to Rabbi Yehoshua ben Levi he is merely clarifying the opinion of the Rabbis, and there is no dispute between them?

Before addressing this question, the Gemara expresses surprise over the claim itself: And do Rabbi Yehuda and the Sages not dispute this issue? Didn’t we learn in an earlier mishna: If new residents were added to the original residents of the alleyway, he may add to the eiruv for those residents and confer possession on them, and he must inform the new residents of their inclusion in the merging of alleyways. Apparently, this tanna maintains that one must inform them even with regard to a joining of courtyards. This ruling contradicts the opinion of Rabbi Yehuda, which proves that there is at least one Sage who does not accept his opinion.

The Gemara answers: There, the mishna is referring to a courtyard situated between two alleyways, in which case the residents of the courtyard may join a merging with whichever alleyway they prefer. As their participation in the merging involves a certain disadvantage, for perhaps the residents of the courtyard would not want to establish a merging of alleyways with one alleyway and lose out on a potential merging with the other, it is necessary to inform them.

The Gemara raises a further difficulty: Didn’t Rav Sheizvi say that Rav Hisda said with regard to that same mishna: That is to say that Rabbi Yehuda’s colleagues disagree with him over the need to inform the other residents about the eiruv? This statement indicates that at least some Sages hold that the matter is in dispute, and not everyone agrees with Rabbi Yehuda.

Rather, the Gemara resolves both difficulties together:

If one said: Establish an eiruv on my behalf——: If one said to a baker or anyone else: Establish an eiruv on my behalf, and gave him money for this purpose, he has appointed him his agent for the eiruv, and the baker acquires the eiruv for him (Shulhan Arukh, Orah Hayyim 364:1).

A courtyard between two alleyways——: With regard to a courtyard situated between two alleyways, one who transfers possession of a merging to the residents must inform them before he does so, as they might prefer to participate in a merging of alleyways with the other alleyway (Shulhan Arukh, Orah Hayyim 368:2).