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Tzvi Gershon Ben Yoel (Harvey Felsen) o"h

May the studying of the Daf Notes be a zechus for his neshamah and may his soul find peace in Gan Eden and be bound up in the Bond of life

Abaye inquired of Rabbah: If five tenants live in the same courtyard and one of them forgot to join in the *eiruv*, is it necessary, when he relinquishes his right to his share, to relinquish it in favor of every individual tenant or not?

Rabbah replied: He must relinquish it in favor of every individual tenant.

Abaye pointed out to him the following objection: A tenant who did not join in an *eiruv* may cede his share to one of those who joined in the *eiruv*; two tenants who joined in an *eiruv* may cede their shares to the one who did not join in their *eiruv*; and two tenants who did not join in an *eiruv* may cede their shares to the two of their neighbors who joined in an *eiruv* or to one neighbor who did not prepare an *eiruv*. One, however, who joined in an *eiruv* may not cede his share to one who did not join with them, nor may two who joined in an *eiruv* cede their shares to the two who did not join, nor may the two who did not join in an *eiruv* cede their shares to the other two who also did not join.

At any rate, it was stated in the first clause: A tenant who did not join in an *eiruv* may cede his share to one of those who joined in an *eiruv*. Now, how is one to understand the circumstances? If there was no other tenant with him, with whom could he have joined in an *eiruv*? It is evidently obvious that there must have been another tenant with him, and yet it was stated: To one of those who joined in the *eiruv*!

Rabbah would explain this as follows: Here we are dealing with a case where there was one who died.

The *Gemora* asks: But if one was there and died, how will you explain the final clause: One, however, who joined in an *eiruv* may not cede his share to one who did not join with them? If one was there only before and is now dead, why shouldn't this be permitted? It is evidently obvious that he was still there, and since the final clause is a case where he was there, mustn't the first clause also deal with one who was still alive?

The *Gemora* answers: Does it have to be like that? Each clause may deal with a different case. You may have proof that this is so, for in the final section of the first clause it was stated: And two tenants who did not join in an *eiruv* may cede their shares to the tow of their neighbors who joined in an *eiruv*, from which it follows: To two only, but not merely to one.

Abaye, however, explained: What is meant by 'to two'? To one of the two.

The *Gemora* asks: If so, why didn't it state: To one who joined in the *eiruv*, or to one who did not?

The *Gemora* notes that this indeed is a difficulty.

L'zecher Nishmas HaRav Raphael Dov ben HaRav Yosef Yechezkel Marcus O"H

The *braisa* ruled: A tenant who did not join in an *eiruv* may cede his share to one of those who joined in the *eiruv*' refers according to Abaye to a case where the other tenant was also alive; and by this we are informed that it is not necessary to relinquish one's share in favor of each individual tenant.

According to Rabbah this refers to a case where the other tenant was first alive and then died; and the point in the ruling is that no preventive measure had been enacted against the possibility that sometimes the one may happen to be alive (*and the same procedure might be followed*).

The *braisa* ruled: And two tenants who joined in an *eiruv* may cede their shares to the one who did not join in their *eiruv*.

The *Gemora* asks: Is this not obvious?

The *Gemora* answers: It might have been presumed that the tenant, since he did not join in the *eiruv*, should be penalized, therefore we were informed that no such penalization had been enacted.

The *braisa* ruled: And two tenants who did not join in an *eiruv* may cede their shares to the two of their neighbors who joined in an *eiruv*.

According to Rabbah this final clause was taught in order to explain the sense of the first clause. According to Abaye this was required on account of the ruling relating to 'two tenants who did not join In an *eiruv*. Since it might have been presumed that relinquishing on their part should be forbidden as a preventive measure against the possibility of a relinquishing in their favor, therefore we were informed that no such measure was deemed necessary.

The *braisa* ruled: Or to one neighbor who did not prepare an *eiruv*.

The *Gemora* asks: What need was there for this ruling?

The *Gemora* answers: It might have been presumed that those rulings applied only where some of the tenants joined in an *eiruv* and only some did not, but that where all the tenants failed to join in an *eiruv* they should be penalized in order that the law of *eiruv* shall not be forgotten; therefore we were informed that no penalization was imposed.

The *braisa* ruled: One, however, who joined in an *eiruv* may not cede his share to one who did not join with them.

According to Abaye this final clause was taught in order to indicate the meaning of the first clause. According to Rabbah the final clause was taught on account of the first one.

The *braisa* ruled: Nor may two who joined in an *eiruv* cede their shares to the two who did not join.

The *Gemora* asks: What need again was there for this ruling?

The *Gemora* answers: It was required in that case only where one of them relinquished his share in favor of the other. As it might have been presumed that the latter should be permitted the unrestricted use of this courtyard; therefore we were informed that the law was not so, because the former, at the time he made his relinquishing, was not himself permitted the unrestricted use of that courtyard.

The *braisa* ruled: Nor may the two who did not join in an *eiruv* cede their shares to the other two who also did not join.

The *Gemora* asks: What again was the need for this ruling?

The *Gemora* answers: It was necessary only for this case: Even where they said to him, "Acquire our shares on the condition that you transfer them."

Rava inquired of Rav Nachman: May a heir relinquish his share (*that he received on Shabbos from his deceased father*)? Is it only in the case where a tenant can - if he wishes, join in the *eiruv* on the previous day that he can also relinquish his share, but this heir, since he could not join in the *eiruv* on the previous day - even if he wished, may not relinquish his share, or is it possible that an heir steps into his father's place?

Rav Nachman replied: I hold that he may relinquish his share, but those scholars of the school of Shmuel learned that he may not do so.

He thereupon pointed out the following objection against him: This is the general rule: Whatever is permitted during a part of the *Shabbos* remains permitted throughout the *Shabbos*, and whatever is forbidden during a part of the *Shabbos* remains forbidden throughout the *Shabbos*, the only exception being the case of the man who relinquished his share.

The *Gemora* explains: Whatever is permitted during a part of the *Shabbos* remains permitted throughout the *Shabbos*, as is, for instance, the case of an *eiruv* that was prepared for the purpose of carrying objects through a certain door and that door was closed up, or one that was prepared for the purpose of carrying objects through a certain window and that window was closed up. 'This is the general rule' includes the case of a *mavoi* whose *korah* or lechi had been removed. 'Whatever is forbidden during a part of the *Shabbos* remains forbidden throughout the *Shabbos*,' as, for instance, in the case of two houses, that were respectively situated on the two sides of a public domain which gentiles surrounded with a wall during the *Shabbos*.

The *Gemora* asks: What does the expression, 'This is the general rule' include?

The *Gemora* answers: It includes the case of a gentile who died on the *Shabbos*.

Now here It was stated: The only exception being the case of the man who relinquished his share, from which it follows, does it not, that only he may do so, but not his heir!?

The *Gemora* answers: Read: The only exception being the law of relinquishing.

He raised another objection against him: If one of the tenants of a courtyard died, having left his share to a man in the street, the latter imposes restrictions - if this occurred while it was yet day, but if it occurred after dusk, he imposes no restrictions. If, however, a man in the street died, having left his share to one of the tenants of the courtyard, he imposes no restrictions - if this occurred while it was yet day, but if it occurred after dusk, he imposes restrictions. Now why should he impose restrictions? Let him relinquish his share!?

The *Gemora* answers: The ruling that he imposes restrictions applies only so long as he did not relinquish his share.