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Daf Notes is currently being dedicated to the neshamot of

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May the studying of the Daf Notes be a zechus for their neshamot and may their souls find peace in Gan Eden and be bound up in the Bond of life

Undated Documents

Rava says in the name of Rav Nachman: A person who rents a house to his friend for ten years as stated in a document, and he then claims (*in Beis Din*) that the renter has had it for five years, is believed. [*Despite the fact that the document did not have a date and the renter claims that he had it for less time, he is believed. This is because the land is in his possession, and whenever its status is unclear, we believe him.*]

Rav Acha from Difti asked Ravina: If so, if a lender lent someone one hundred *zuz* and the borrower then claimed that he paid fifty, he should be believed (*for he is in possession of the money!*)?

Ravina answered: A loan document is used for collection. If he indeed paid, he should have written on it that it was partially paid or written a receipt. However, in the case of the house, the owner can claim that the only reason I wrote a document about the rental was to ensure that you would not try to claim that you own the house. (103a)

Expressions of Borrowing

Rav Nachman says: A person can ask his friend to borrow something “*b’tuvo*” -- “when good,” and (*if his friend acquiesces*) borrow it anytime thereafter (*even after he returns it, provided that it is in good condition, for that is what he meant when he said “b’tuvo”*).

Rav Mari, the son of the daughter of Shmuel, said: This is only if they made a *kinyan* to this effect.

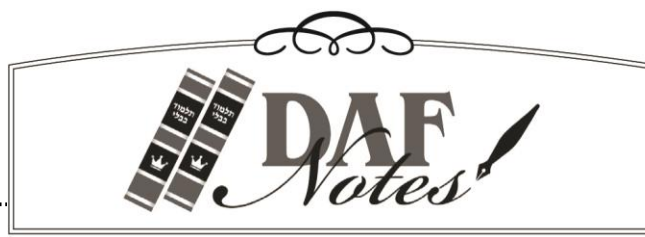
Rav Mari the son of Rav Ashi says: He has to return the handle. [*Even if the wear and tear causes damage, he must return what is left, as it is not really his. He also would not be able to borrow it again if it became ruined, as “b’tuvo” implies as long as it is good.*]

Rava says: If someone says to his friend, “Lend me your shovel or hoe, so I can dig in this orchard,” he can use it to dig in that orchard (*but none other*). If he says, “an orchard,” he can use it for any single orchard. If he says, “orchards,” he can use it for all of his orchards, and return the handle.

Rav Pappa says: If someone says to his friend, “Lend us this well,” and it fell in, he can no longer use it even if he builds it up. If he says, “a well,” he can build it up and use it. [*This is because in the first case, the owner can say that he allowed them to use the ruined well; not the new rebuilt well.*] If he says, “Lend me a place to dig a well,” he can dig as much as he wants until he finds a good place (*i.e. or water*) for the well. This is only if there was a *kinyan* (*otherwise he can retract his decision to allow the digging*). (103a)

Mishna

If someone rented a house to his friend and the house fell in, he must supply his renter with a house. If it was small, he should not give him a bigger house, and if it was a big



house, he should not replace it with a smaller house. If he was renting one house, he cannot give him two houses, and if he was renting two houses, he cannot give him one house. He should not lessen the amount of windows in the house or add on to them, unless they both agree. (103a)

Replacing a Rented House

The *Gemora* asks: What is the case? If he said, "I am renting this house to you," this house is broken and (*his obligation*) has gone away! If he just rented him "a house," why can't he turn the small house into a big house, and one house into two houses?

Rish Lakish says: The case is where the landlord said that the house he is renting is a certain length and width.

The *Gemora* asks: If so, why does the *Mishna* have to discuss this?

Rather, when Rabin arrived he said in the name of Reish Lakish: The case is where the landlord said, "I am renting you a house like this."

The *Gemora* asks: Even so, why does the *Mishna* have to discuss this?

The *Gemora* answers: The case is where it is on a riverbank. One might think that "like this" just means a riverbank house, but it is not specifying its length and width. This is why the *Mishna* states this case (*to show that these other details are an essential part of the deal*). (103a)

WE SHALL RETURN TO YOU, HASHOEL

Mishna

If someone leases a field from his friend (*i.e. he will do the work in exchange for some of the harvest*), wherever the custom is that one harvests (*without uprooting the root*), he must harvest. If it is to uproot the entire plant, he must do so. If it includes digging afterwards, he must do so. Everything is according to the custom of the land.

Just as they (*the owner and worker*) split the grain, they split the various types of straw. Just as they split the wine, they also split the cut vine branches and sticks (*that hold up the vines*). They both must supply the sticks. (103a - 103b)

It Depends upon the Custom

The *braisa* states: Where the custom is to harvest without uprooting, one may not also uproot. If the custom is to uproot, he may not just harvest. Both (*the landowner and worker*) can enforce the custom on the other. Where the custom is to harvest without uprooting, the landowner can claim he wants to leave some of the root for fertilizer, and the worker can claim he does not want to spend more effort uprooting. Where the custom is to uproot, the landowner can say he wants a clean field (*and doesn't need the fertilizer effect*), and the worker can say he wants the feed for his animals. Why, then, does the *Mishna* have to bother to say that they can each force the other to follow the custom? [*It is obvious from the statement, "he does not have permission etc."*]

The *Gemora* answers: It is as if the *Mishna* said, "Why doesn't he have permission...because they can each force the other to follow the custom." [*Rashi explains this means because each has a good reason to make the other follow the custom.*]

The *Mishna* says that if it includes digging afterwards, he must do so.

The *Gemora* asks: This is obvious!?



The *Gemora* answers: The case is in a place where they do not usually dig up the weeds afterwards, but he did. One might think that he could say that this is instead of plowing afterwards. This is why the *Mishna* says that if the custom is to plow, he must plow (*regardless of whether or not he weeded*). If he wanted the weeding to replace the plowing, he should have specified.

The *Mishna* says that everything is according to the custom of the land.

The *Gemora* asks: What does “everything” include?

The *Gemora* answers: It includes that which is stated in the following *braisa*. The *braisa* states: In a place where the custom is that the worker takes a share in the fruit of trees that are on the land (*even though he is not working the trees*), they are included. Where the custom is that they are not included, they are not included.

The *Gemora* asks: Isn't it obvious that if the custom is to include them that they are included?

The *Gemora* answers: The case is where most landowners only take one third of the produce (*with the sharecropper taking two thirds*), and this landowner took only one quarter. One might think that the landowner could claim that he clearly lessened the amount he took from the produce as an indication that he was not giving the sharecropper from the fruit of the trees. This is why the *braisa* states that the custom stands. If he wanted this to be instead of the fruit, he should have specified this condition.

The *braisa* had stated: Where the custom is that they are not included, they are not included.

The *Gemora* asks: Isn't it obvious that if the custom is not to include them that they are not included?

The *Gemora* answers: The case is where most landowners only take one quarter of the produce (*with the sharecropper taking three quarters*), and this landowner took one third. One might think that the sharecropper could claim that he clearly lessened the amount he took from the produce as an indication that he was going to take from the fruit of the trees. This is why the *braisa* states that the custom stands. If he wanted to take the fruit, he should have specified this condition.

The *Mishna* says that just as they (*the owner and worker*) split the grain, they split the various types of straw.

Rav Yosef says: The custom in Bavel was not to give any straw to a sharecropper.

The *Gemora* asks: What is the difference?

The *Gemora* answers: If somebody in Bavel gives straw to his sharecropper, he is just being generous, and one cannot learn from him that one must give the straw to the sharecropper.

Rav Yosef says: The layers of earth around the borders of the field and reeds around the borders belong to the landowner. The thorns or planks used in the fencing (*attached to the reeds*) belong to the sharecropper. The rule is: Whatever is essential for a border belongs to the landowner, and whatever is extra protection belongs to the sharecropper.

Rav Yosef says: Shovels, hoes, pails, and water sacks belong to the landowner. The sharecropper must make irrigation ditches.

The *Mishna* says that just as they split the wine, they also split the cut vine branches and sticks.



The *Gemora* asks: What do the sticks have to do with this law?

They answered in the study house of Rabbi Yannai: The case is regarding worn peeled sticks (*that hold up the vines, which is why they are discussed in this context*).

The *Mishna* says: They both must supply the sticks.

The *Gemora* asks: This is obvious!? [*If the Mishna just stated that they split them, this is obviously because they both bought them to begin with!*]

The *Gemora* answers: It is as if the *Mishna* said, "Why do they split the sticks? The reason is because they both buy the sticks." (103b)

Mishna

One who leases a field from his friend, and it is an irrigated field (*that requires a lot of watering*) or a field with a tree (*which the sharecropper likes because he receives fruit without working for them in a place where this is the custom*), the *halachah* is as follows: If the spring which the field is watered from dries up (*meaning he must shlep to a far away water source*) or the tree was cut down, he cannot lessen the amount he agreed to supply the landowner. [*The Mishna is discussing an arrangement where the tenant-farmer takes all of the produce of the field, besides a set amount (not a percentage) he agrees to supply to the landowner at the end of the year.*] If, however, the farmer said, "Lease to me this irrigated field," or he said, "Lease to me this field with a tree," the *halachah* is as follows: If the spring which the field is watered from dries up or the tree was cut down, he can lessen the amount he agreed to supply the landowner (*for he specified that he wanted the stream or the tree*). (103b)

INSIGHTS TO THE DAF

B'tuvo

Rav Nachman says: A person can ask his friend to borrow something "*b'tuvo*" -- "when good," and (*if his friend acquiesces*) borrow it anytime thereafter (*even after he returns it, provided that it is in good condition, for that is what he meant when he said "b'tuvo"*).

Rav Mari, the son of the daughter of Shmuel, said: This is only if they made a *kinyan* to this effect.

The Ritva writes that the main novelty of this *halachah*, according to Rashi's explanation, is that we expound his language. We assume that this was the borrower's intent when he used the word "*b'tuvo*."

Tosfos cites an Aruch, who offers a different explanation. If the borrower did a favor for the lender, the borrower may use the borrowed utensil forever.

The Ritva explains: The borrower, after doing a favor to the lender, requests of him to borrow his utensil in exchange for the favor that he did. The novelty of this *halachah* is that he is not regarded as a renter, even though the utensil is being lent to him in exchange of the favor which he provided. He is, nevertheless, regarded as a borrower.

The Rif suggests an alternative explanation of the *Gemora*: The borrower said to the lender, "Lend me, on account of your goodness, this utensil that I can use it." Since a term limit was not mentioned, he may borrow it forever, or until it breaks. The novelty of this ruling is that by adding the words, "your goodness," he may borrow it forever. This is unlike an ordinary unspecified borrowing, which is only for thirty days.

The Rosh asks: Why do these words make a difference? It is extremely common for someone to say to his fellow, "Can you do me a favor please and lend me a utensil?"



The Sm" a answers that we are referring to a case where the borrower said to the lender, "You are such a good person, one who is not particular at all as to the amount of time your utensil is lent out." In this case, we assume that he is lending it forever.

QUESTIONS AND ANSWERS FROM YESTERDAY'S DAF to refresh your memory

Q: Who has the obligation to affix a *mezuzah* to the doorpost of a rented house?

A: The tenant.

Q: Can a courtyard of a person acquire for him even without his knowledge?

A: Yes; as long as it is guarded.

Q: If one rents a house to his fellow for a year, and the year became a leap year, in what case would we divide the thirteenth month between the landlord and the tenant?

A: When the landlord said, "I am renting it to you for twelve gold *dinars* a year, one gold *dinar* a month."

DAILY MASHAL

Mezuzos Provide Protection

Most authorities explain that there is an additional reason, unique to *mezuzah*, why one must leave the *mezuzah* behind even if one wants to use it elsewhere. Although the primary reason a Jew observes any *mitzvah* is to fulfill Hashem's commandment, the *mitzvah* of *mezuzah* has an additional benefit in that it protects our house and our families from mishap. Removing the *mezuzah* eliminates this Divine shield, exposing one to

tragedy and misfortune. Because of this reason, there is a widespread practice to check one's *mezuzos* if, G-d forbid, one is experiencing difficulties in one's home, since these problems might be indicative that the *mezuzos* are not providing the adequate protection that they should.

This approach understands that even though someone vacating a house is no longer responsible that there be *mezuzos*, removing them reduces the Divine protection on the domicile for the next Jewish person moving in. We now comprehend why removing the *mezuzah* may expose someone to danger, as the Gemara records.

The Rishon Latziyon asks: Why should this be different than an empty house without any *mezuzos*? This house also is not being protected, and yet, when a Jew moves in and affixes *mezuzos* to the doorposts, he will then be protected.

He answers that while the house is protected with *mezuzos*, the *mazikin* are gathering and working extra hard to penetrate. When the 'meniah' – 'the preventer' is removed, the *mazikin* rush in with a vengeance, and seemingly, affixing new *mezuzos* will not afford protection.

This is similar to that which the Ohr HaChaim writes to explain the distinction between a Jew and a gentile regarding corpse tumah. A Jew is filled with sanctity during his life, and when he dies, death creates a void. This allows the 'kelipos' to enter his body, causing those who come in close proximity to the corpse to be rendered tamei.