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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

### ***Runya and Ravina***

Runya had a field which was enclosed on all four sides by fields of Ravina. Ravina fenced them and said to Runya, “Pay me (*your share*) what I have spent for the fencing.” Runya refused to pay. Then Ravina said, “Pay me at least the cost of a cheap fence of reeds.” He again refused. Ravina said, “Then pay me the hire of a watchman.” He still refused. One day Ravina saw Runya harvesting dates from his palm trees, and he said to his sharecropper, “Go and (*in Runya’s presence*) take a cluster of dates from him.” He went to take them, but Runya shouted at him, whereupon Ravina said, “You have demonstrated through this that you are satisfied with the fence (*and happy that it offers protection for your trees*). Even if it is only goats that you are afraid of, does your field not need guarding?” He replied, “A goat can be driven off with a shout (*so there is no purpose for a fence*).” Ravina asked him, “But don’t you require a man to shout at it?”

They went before Rava, who said to him: Go and appease Ravina with what he accepted (*the payment for half a watchman*), and if not, I will issue judgment against you according to Rav Huna’s interpretation of the ruling of Rabbi Yosi (*and you would be required to pay for half the actual cost of the fence*).

The *Gemora* records another incident: Runya bought a field adjoining a field of Ravina. Ravina thought that he was entitled to remove him from the field (*and he could buy it*) on account of the law of the adjoining neighbor. Rav Safra the son of Rav Yeiva said to Ravina: There is a

saying, “The hide costs four zuzim, and four zuzim are for the tanner.” [*Rashi, in one of his explanations, says that Runya was a shoe salesman, who was required to pay four zuzim to purchase the hide and four more to the tanner. He was therefore extremely poor. The law of entitling the adjoining neighbor for first rights to buy the field should not apply when it is a poor person who also wants to purchase it. The law is based upon the verse of doing what is just and good. It is also just and good to sell the field to a poor person so that it can be used to support his family.*] (5a)

### ***Mishna***

If the wall of a courtyard collapses, the joint owner can be compelled to help in rebuilding it to a height of four *amos* (*cubits*). We assume (*after it was built*) that each of them paid until proof is brought that he did not contribute. From four *amos* and above, we do not obligate the other one to contribute. If one (*after the other one built the wall higher than four amos*) builds another wall close to it (*with the intention of putting a roof on both of them*), even if he did not put roofing on it (*the two walls*), we devolve him to pay for the entire wall (*for he has demonstrated his pleasure with the addition*). The presumption is that he did not pay (*for the additional height*), unless he brings proof that he did pay. (5a)

### ***Paying before the Due Date***

Rish Lakish said: If a lender stipulates a date for the repayment of a loan, and the borrower claims (*when the*

*date of payment arrives*) that he paid the debt before its due time, he is not believed. Let him only pay when it does fall due! Abaye and Rava, however, both agree in saying that it does happen that a man will pay a debt before its due time, for sometimes he happens to have money, and he says to himself, "I will go and pay him, so that he doesn't come and bother me for it."

The *Gemora* challenges Rish Lakish from our *Mishna*: We assume (*after it was built*) that each of them paid until proof is brought that he did not contribute. How are we to understand this? If he said to the builder, "I paid when the payment was due," then it is obvious that he is presumed to have paid (*just like any claim that he is believed to plead that he has already paid*). It must be then that he claimed, "I paid you before the payment was due." This would indicate that it does happen that a man will pay a debt before its due time!?

The *Gemora* answers: Here the case is different, because with every layer of the wall that is finished, part of the payment becomes due (*and therefore it is not a case where he is claiming that he paid before the allotted time*).

The *Gemora* challenges Abaye and Rava from our *Mishna*: The presumption is that he did not pay (*for the additional height*), unless he brings proof that he did pay. How are we to understand this? If he said to the builder, "I paid when the payment was due," why should we not take believe him? It must be then that he claimed, "I paid you before the payment was due." This would indicate that it does not happen that a man will pay a debt before its due time!?

The *Gemora* answers: The case here is different, since he may say to himself, "How do I know that the Rabbis will make me pay for the addition (*since this is not an obvious liability*)?"

Rav Pappa and Rav Huna the son of Rav Yehoshua followed in practice the ruling of Abaye and Rava, whereas Mar the son of Rav Ashi followed Rish Lakish.

The *Gemora* rules that the *halachah* follows Rish Lakish, and the ruling applies even when collecting from orphans (*without taking an oath*). This is in spite of what the master said that one who seeks to recover a debt from the property of orphans cannot collect unless he first takes an oath. Here he does collect because the presumption is that a man does not pay a debt before it falls due (*and we assume that the father did not pay before he died*). (5b)

#### INSIGHTS TO THE DAF

##### ***Stealing for Pain***

Runya had a field which was enclosed on all four sides by fields of Ravina. Ravina fenced them and said to Runya, "Pay me (*your share*) what I have spent for the fencing." Runya refused to pay. Then Ravina said, "Pay me at least the cost of a cheap fence of reeds." He again refused. Ravina said, "Then pay me the hire of a watchman." He still refused. One day Ravina saw Runya harvesting dates from his palm trees, and he said to his sharecropper, "Go and (*in Runya's presence*) take a cluster of dates from him." He went to take them, but Runya shouted at him, whereupon Ravina said, "You have demonstrated through this that you are satisfied with the fence (*and happy that it offers protection for your trees*). Even if it is only goats that you are afraid of, does your field not need guarding?" He replied, "A goat can be driven off with a shout (*so there is no purpose for a fence*)." Ravina asked him, "But don't you require a man to shout at it?"

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Rabbi Yosi (*and you would be required to pay for half the actual cost of the fence*).

The Ritva asks from a *Gemora* in Bava Metzia (61b), which states that one should not steal in order to pain someone. If so, how was Ravina allowed to send his agent to steal?

He answers that the dates in this case were ready to be sold and their price was set. Accordingly, one is permitted to take them with the intent of paying for it. Ravina did it in this manner in order to demonstrate that Runya was pleased with the protection afforded by the fence. It was therefore not regarded as stealing at all; it only appeared that way.

He also answers that it is only forbidden if the person's intent is to pain his fellow. Here, it was done to bring about a correct judgment.

This answer, however, is somewhat problematic, for the *Gemora* there states that it is forbidden to steal even if the intent is to provide him with the *keifel* (*double the value; if someone wishes to give charity to a poor person, but he refuses, he could steal from him and the keifel will serve as his charity*).

#### **When should authors be paid?**

Reish Lakish says that a debtor is not believed to claim he paid what he owed before an agreed date of payment as most people do not pay early; Shulchan 'Aruch rules accordingly (C.M. 78:1). The same applies to one who ordered a professional, such as a housepainter or gardener, to do a specific job: the hirer is not believed to have paid him before finishing the task as payment is usually effected at the end. Still, our sugya explains that hirers may sometimes be believed to have paid a worker before the completion of an assignment. Someone who asked a laborer to build a wall, for example, and claims to have paid him in part before its whole construction is

believed, as workers at times demand payment for each row of bricks. (see Remo, *ibid*; and Shach, who holds that the hirer is also believed to claim he paid for the entire job)

Commenting on our *Gemara*, Mordechai (Rav Mordechai bar Hilel Ashkenazi z"l) likens an author hired to write a book to the above builder: If the book is comprised of chapters, the person ordering it can claim he paid for a part thereof (see Remo, *ibid*). According to Nesivos HaMishpat (*ibid*), this means each chapter is so much a separate task that if the person ordering the book fails to pay for each chapter upon its completion, he transgresses the prohibition of delaying a worker's wage (see Vol. 146). On the other hand, Ketzos HaChoshen holds that a claim of partial payment is believed as in the course of such a relatively long project, completed stage by stage, we may reasonably assume there was partial payment. Nonetheless, we should still regard the whole book as one task and the person ordering the work does not transgress the said prohibition unless he fails to pay the author in time after the final chapter (see *ibid*).

#### **DAILY MASHAL**

A sofer must not interrupt his work. The Shach (Y.D. 280) rules that, unless there is no choice, one must not put together a sefer Torah written by different sofrim. In his Responsa Beis Yitzchak (C.M. 76), HaGaon Rav Yitzchak Shmelkes therefore asserts that a sofer paid to write a sefer Torah is expected to complete it and must not regard each sheet of parchment as a separate task allowing him to abandon the assignment (see also Responsa Beis Shlomo, C.M. 115; Responsa R. Akiva Eiger, 2nd ed. §15; Chazon Ish, Bava Kama, §23, S.K. 2).