

## OVERVIEW of the Daf

### 1) Mezuzah

A Beraisa elaborates on the halachos of mezuzah that relate to rental property.

R' Sheishes explains the last ruling of the Beraisa.

### 2) The rights to the manure

The Gemara explains the circumstances of the Mishnah ruling related to who has ownership of manure found on a rental property.

The Mishnah according to this explanation is support for R' Yosi the son of R' Chanina's ruling that a person's property acquires objects for him.

Two unsuccessful challenges to R' Yosi the son of R' Chanina's ruling are presented.

Tangentially, the Gemara clarifies a section of one of the Beraisos that were quoted.

Another unsuccessful challenge to R' Yosi the son of R' Chanina's ruling is presented.

Numerous resolutions to this challenge are recorded.

3) **MISHNAH:** The Mishnah discusses who benefits in a rental agreement if the year is determined to be a leap year.

### 4) Clarifying the Mishnah

It is noted that the incident cited in the Mishnah contradicts the ruling stated in the Mishnah.

The Gemara resolves this challenge.

Rav states regarding the incident in the Mishnah that he would give the extra month's rent to the landlord.

The necessity for Rav's statement is clarified.

Shmuel offers another explanation for the ruling of R' Shimon and R' Yosi

Shmuel's position is unsuccessfully challenged.

R' Nachman offers a third explanation of the Mishnah.

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## REVIEW and Remember

1. When is it permitted for one to take mezuzos from the house that he rented?  
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2. Who benefits from the extra month of a leap year; the landlord or tenant?  
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3. Explain תפוס לשון אחרון.
4. When is it safe to assume that one paid his rent?  
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## Distinctive INSIGHT

*A field can acquire for its owner even without his knowledge*

כיון דיצא לו שם מצאיה בעיר מיבדל בדילי אינשי מינה והויא לה כחצר המשתמרת

The Mishnah presented some guidelines regarding a yard which is rented out, and the various responsibilities placed upon either the owner or the tenant. Among the halachos is that manure that is left behind by the animals is the property of the owner of the yard. The Gemara understands that this yard is owned by the landlord, and the novelty of this ruling is that not only would he own the droppings of his own animals, but he also is the owner of manure left by outside animals which wander into the field. This is an application of the halacha R' Yose b. R' Chanina who holds that one's yard can acquire for him even without his direct knowledge.

The Gemara cites a Beraisa to challenge the rule of R' Yose b. R' Chanina. The first halacha is that if someone declares, "Any ownerless object that falls into my yard today shall be mine!" this statement is meaningless. The second ruling is that once an item which falls into this person's field and it is known in the city to be an ownerless object (שם מצאיה בעיר), the field acquires that object for the owner of the field. The Gemara concludes that the entire Beraisa is dealing with a case where the yard is not secured. This is why, in the first statement, the field cannot acquire an object for the owner. The second ruling teaches that even if the yard is not secured, once the people of the city abandon hope of obtaining the object, it becomes the property of the field's owner. Rabeinu Chananel explains that people of the city are afraid to now enter the field to take the object, lest the government accuse them of taking an object that does not belong to them.

Tosafos HaRosh explains that in the second case of the Beraisa, it is not necessary for the owner to declare that his field will acquire for him, and the חידוש of the Beraisa in the רישא is that even a declaration does not help if the field is not secured. Alternatively, Tosafos HaRosh suggests that when the field itself is not secure, the rule of שם מצאיה בעיר only helps in a case where the owner declared ahead of time that he wishes his field to acquire objects that come in it. ■

# HALACHAH Highlight

## The use of a mezuzah cover

In a reed tube

The Gemara discusses the placement of a mezuzah in a גובתא דקניא – a hollow reed. Tosafos<sup>1</sup> explains that that they would insert the mezuzah into a hollow reed so that it should not become damaged from moisture that may be found on the doorpost. This idea is mentioned in Shulchan Aruch<sup>2</sup> where he rules that one who is ready to affix a mezuzah to a doorpost should insert the mezuzah into a reed or some other container before affixing it to the doorpost. Levush<sup>3</sup> explains, the reason the mezuzah is placed in a reed is to prevent the mezuzah from unrolling and becoming quickly damaged.

Pischei Teshuvah<sup>4</sup> relates that Vilna Gaon did not wrap his mezuzah in another piece of parchment or something similar so that the cover should not interpose between the parchment of the mezuzah and the doorpost. Aruch Hashulchan<sup>5</sup> expresses astonishment regarding this ruling. First of all there is no reference to this stringency in the writings of earlier Poskim. Secondly, if one is not able to use a tube or some other material as a case around the mezuzah how is one supposed to affix the mezuzah to the doorpost? It would seem unlikely that Vilna Gaon would suggest putting a nail through the

בגובתא דקניא

(Insight...continued from page 1)

The necessity for R' Nachman's ruling is explained.

### 5) Disagreements about payment of rent

The Gemara inquires who has to prove their contention regarding payment of rent, the tenant that he paid or the landlord that he was not paid.

The circumstances of the question are clarified. ■

parchment, but what alternative is available? His conclusion is that the student who reported this practice did not properly understand the ruling and whatever Vilna Gaon said was distorted. Rav Chaim Kanievsky<sup>6</sup> also reports in the name of Chazon Ish that the report is an error and he cited our Gemara's discussion of placing the mezuzah in a hollow reed as evidence that it is permitted to put a mezuzah into a container.

Sefer Nahar Mitzrayim<sup>7</sup> emphasized the importance of giving the mitzvah of mezuzah proper respect and one of the ways that is accomplished is by placing the mezuzah into a beautiful case. If a person spends time acquiring the most beautiful furniture he can obtain, all the more so should a person expend effort to obtain beautiful mezuzah covers. ■

1. תוס' ד"ה בגובתא.
2. שו"ע יו"ד סי' רפ"ט סעי' א'.
3. לבוש שם.
4. פת"ש שם סק"ב.
5. ערוה"ש שם סעי' י"ט.
6. ע' ביאורו למס' מזוזה סי' נ"ו.
7. ספר נהר מצרים הלכות מזוזה. ■

# STORIES Off the Daf

## "They will divide it"

"יחלקו את חודש העיבור..."

A certain contractor agreed to provide twelve metal sheets of equal dimension in order to make a shed. Unfortunately, the workers miscalculated; instead of twelve sheets of metal, the shed required fourteen.

When the contractor mentioned this to the owner of the property, the owner insisted that the contractor fulfill his obligation without additional charge. He said, "We had an agreement. I am not an expert and really do not care about the technical details. In the contract in writing it says clearly that you will make a shed on the dimensions we discussed for the price we agreed upon. It does not

even mention how many metal sheets you will use. Obviously, you took on this obligation for the price mentioned, period."

But the contractor was not so easily overcome. He countered, "But surely you admit that when we discussed this I said clearly that it would take twelve sheets with the dimensions of six meters by four?"

When the owner grudgingly admitted this before witnesses, the contractor pressed his case. "So then it is obvious that I made an honest mistake. Why should I have to take the loss when you yourself admit that I clearly erred and did not intend to shortchange you?"

When the Ohalah Shel Torah, zt"l, was consulted regarding this question he ruled that it is not so simple. "It depends. If the contractor has already com-

pleted the shed and wishes to be paid, we cannot force the owner to pay more than the original price. We see this from Bava Metzia 102. There we find that land is considered b'chezkas the owner. But if the contractor has not yet completed the shed, it is not so simple. On the one hand, perhaps since this is his business, any error is his problem. Then again, the contractor can claim that since they spoke about twelve metal pieces and he did put them up the owner owes him the full price, since he did what they had agreed upon. As for the remainder of the shed, it must be paid for separately. Presumably they must split the difference and the kablana gets money for one of the two additional metal sheets—I say presumably, because this matter is really not clear according to the halachah."<sup>1</sup> ■

1. אהלה של תורה, ח"א, סי' צ"ג ■