

OVERVIEW of the Daf

1) Iska partnerships (cont.)

Rava discusses two more cases of iska partnerships.

2) **MISHNAH:** The Mishnah rules that one who leases a field cannot choose to refrain from weeding that field.

3) Clarifying the Mishnah

The Gemara elaborates on the reason the landowner may object to the farmer wanting to refrain from weeding the field.

4) **MISHNAH:** The Mishnah discusses when the farmer does not have to care for the field because it does not produce sufficient produce.

5) The position of Tanna Kamma

A Baraisa is cited that elaborates on the position of Tanna Kamma.

R' Yosi bar Chanina defines "a heap."

Another inquiry is presented and resolved regarding the definition of "a heap."

Two more definitions of "a heap" are presented.

Reish Lakish further elaborates on one of the definitions offered.

Tangentially, the Gemara presents four explanations and rulings of Dvei R' Yannai.

6) The position of R' Yehudah

R' Yochanan and R' Ami present different definitions of R' Yehudah's ruling that the farmer must work if the field produces enough for sowing.

It is suggested that these rulings do not conflict and instead they refer to different circumstances.

Another Mishnah that uses the term כדי נפילה, the term

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Distinctive INSIGHT

When can a partner withdraw his investment?

ואמר רבא הני בי תרי דעבדי עיסקא בהדי הדדי ורווח ואמר ליה חד לחבריה תא ליפלוג, אי אמר ליה אידך נרווח טפי דינא הוא דמעבב

Rashi explains that the above-cited passage is where two partners received funds to invest and deal with until a specified date. The profits were to be divided among the partners and the investor, according to the rules of an עיסקא, a legitimate investment arrangement. The money was used, and a profit was realized, when, with half the time still remaining, one of the partners wanted to withdraw from the deal. The halacha is that the remaining partner may insist that the deal not be liquidated, even partially, in order to give the withdrawing partner his half. The entire sum is still committed to further the investment, including the profits, until the agreed-upon term is completed.

Several Rishonim ask why this halacha is not illustrated with a simple case of two partners who agree to enter into a deal for a specified term, and the halacha is that neither one of the partners may insist to withdraw his part in the deal before the term ends. Why does Rava use a more complex case of an investor and two partners? Nimukei Yosef answers that we know that a hourly worker may quit at any moment. He is not a slave, so he may pull out of an agreement to work at any time, albeit with suffering the appropriate consequences, if necessary. The halacha of two partners in a business deal is the same, where any one may pull out of the deal at any time, as one's money is not to be committed more than the person himself. However, in the case where two partners are working with the money of a third party, they are not working for each other, but rather for the investor. Here, any one of the partners may not pull out of the deal and leave the other partner without half the funds. This is where Rava declares that the entire sum is committed to the deal until its complete term.

Rema (Y.D. 176:23), however, disagrees and contends that although an hourly worker may quit at any time, this is because we say that he is not a slave, but money is different. If two partners invest together, we demand that neither is allowed to withdraw his funds early before the specified term.

Ri"ף explains that the rule of Rava is speaking in a case where the investor and the partners did not specify a term to the deal. Rava's halacha is that if the deal is going well, no one is allowed to pull out and risk the principal and the ongoing investment without the consent of the others. Beis Yosef (ibid.) explains that Ri"ף understands that the Gemara is speaking of a case where there is a prevalent custom in the city that no investor withdraws his funds as long as the deal is generating a profit. ■

REVIEW and Remember

1. Does a tenant have the right to refuse to weed a field?

2. What makes olives wicked?

3. How is four kav relevant to davening?

4. When does a tenant deduct from his rent due to a natural tragedy?

Today's Daf Digest is dedicated
 By Mr. & Mrs. Dennis Ruben in memory of their parents

ר' אברהם וואלף בן ר' בערל ז"ל
 ר' חיים שלום בן ר' בנימין מאיר ז"ל

HALACHAH Highlight

Honoring a contract

המקבל שדה מחבירו ולא עשתה וכו'

One who receives a field from his friend that is not as productive as expected etc.

Reuven leased a storefront for a number of years in an area where a specific type of business was conducted. Some time during the period of the lease the government decreed that that business could no longer be conducted in that area. Reuven decided that since he could no longer run his business in that location he did not need to continue to honor his lease and pay the monthly rental fee. The owner argued that property that is leased is considered temporarily sold (שכירות ליומא) and as such it is Reuven's bad luck that brought this circumstance (מזלו גרם לו) and Reuven has to suffer the loss. Machanah Efraim¹ cites earlier sources that addressed this question and his conclusion was that Reuven does not have to suffer the loss.

Teshuvos Ra'anach² cited by Chasam Sofer³ addressed a similar case. The government placed a heavy tax on a particular type of merchandise and a storeowner who was renting property to sell that merchandise wanted to back out of his lease. Teshuvos Ra'anach ruled that the lease was still binding since the landlord can say to the tenant that he could use the property to sell a different type of merchandise. In the course of his response Ra'anach discusses the case of the Mishnah of someone who leased a field that was not as productive as ex-

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used by R' Yehudah, is cited.

The Gemara searches, unsuccessfully, for a precise quantity for that term.

7) **MISHNAH:** The Mishnah presents a discussion of who has to suffer the loss when a field endures some sort of disaster.

8) Defining מכת מדינה

Two different definitions are offered for the term מכת מדינה.

Ulla begins a series of questions related to the parameters of מכת מדינה. ■

pected. In that case there is something deficient with the item that is leased and nonetheless the Mishnah rules that the contract is binding, certainly then in our case where there is nothing physically wrong with the leased property it is obvious that the contract remains in force.

Minchas Pitim⁴ addressed a similar issue involving someone who rented a store to sell liquor. After the government prohibited the sale of liquor the tenant wanted to back out of his contract. Teshuvos R' Chaim Cohen ruled that the tenant could break the lease from this point forward but Minchas Pitim disagreed. He explained that since there is nothing physically wrong with the store the tenant must honor the contract. ■

1. מחנה אפרים הלי שכירות סי' נ.
2. שו"ת ראנ"ח סי' ל"ח.
3. שו"ת חת"ס חו"מ סי' קס"א.
4. מנחת פתים סי' שלי"ב. ■

STORIES Off the Daf

A communal catastrophe

אם מכת מדינה היא

Today's daf discusses a מכת מדינה, a calamity which affects an entire country.

In Czarist Russia, the infamous Cantonist decrees heartlessly forced Jewish children from their parents and uprooted them from their communities, often from the tender age of eight. All were targets of religious propaganda, and many were forcibly baptized and forced to serve until age forty. Very few were able to maintain their Jewish identity through all the pain and suffering. They were forced to eat exclusively non-kosher food and to violate the entire Torah. And what can a

young child possibly know, especially when he has been torn away from the environment that would have nurtured his Yiddishkeit?

Even when a few of the former soldiers returned to their Jewish heritage, virtually none of these unfortunates remembered their name. After decades of hearing only their Russian name, they had no idea what they were called or even where they were from. In the case of one child who returned, the community gave him the name Russ (Russian) for that very reason.¹

It is not hard to understand the absolute panic people endured when their own children were subject to these drafts. The moment there was a rumor of a pressgang in town, people would quickly hide their children—often spiriting them

away to the forest or a distant city or town.

It is not surprising that these unfortunate families wondered if they were permitted to run away on Shabbos even if there was no clear and present danger. After all, they were running away to avoid an anticipated threat, since soldiers are certainly in danger of their lives. This was especially true of a Jewish soldier who was most often forced to do the most dangerous tasks.

When the Rogitchover Gaon, zt"l, was asked regarding this question he ruled leniently. "One may certainly violate Shabbos to avoid the pressgangs, even if the danger is not 100% clear. However, others may not violate Shabbos on behalf of the fleeing families." ■

1. כן קראו לאלטר זיידא שלי לסיבה המובה בפנים.