The Chicago Center
Digest
Mishna Berura
THE DAILY RESOURCE FOR MISHNA BERURA YOMI
Mon, Jan 27 2025 ■ כ"ז טבת תשפ"ה
סימן שפ"ב סעיף ב'-ה'

Overview

Siman 382 Seif 2:

If the Jews nullified their domain to one of the residents so that it would be considered as though one Jew lives with the gentile, it is ineffective.

- In other words, so that he should be permitted to transport objects even though for others it would be prohibited. (M.B. 12)

Siman 382 Seif 3:

If the gentile does not have rights of passage on the Jews' yard, he does not prohibit. For example, if there are two yards that open to one another but do not have rights of passage on each other's yard and in one yard dwells a gentile and in the other yard are two or more Jews, they may transport objects from one yard to the other on Shabbos through the connecting window and are not required to lease space from the gentile.

- There is a window or entrance between the two yards. (M.B. 14)
- Each yard opens to the *mavoi*. (M.B. 15)
- They may transport objects that were in their homes. (M.B. 16)
- The window may be within ten *tefachim* of the ground and the same allowance applies if there is an entrance. (M.B. 17)
- Whether it is permitted to transport objects from their yard to the gentile's yard via the *mavoi* depends on whether there is one Jewish owned yard in the *mavoi* or two. (M.B. 18)

Siman 382 Seif 4:

If one leases the gentile's domain without specifying that it is to permit transporting objects in the yard, it is effective and it is not necessary to write down the details of the lease.

Siman 382 Seif 5:

One may lease the property for even less than a *perutah*. It is also permitted to lease his space from him on Shabbos (See below *siman* 383).

- It is not a true lease, it is really a nullification of his domain. *Poskim* write that it is sufficient to give the gentile a piece of fruit or some other object that may be moved on Shabbos and inform him that it is payment for the lease. Money may not be used since it is *muktzah*. (M.B. 22)

Halacha Highlight

Leasing property from a gentile resident

Shulchan Aruch Siman 382 Seif 4
ואין צריך לכתב שום כתיבה על השכירות

And it is not necessary to write anything regarding the lease

Shulchan Aruch (סע' ד') writes that when leasing property from a gentile to permit transporting items in the yard it is not necessary to explain to the gentile that the purpose of the lease is to permit transporting items in the yard. Furthermore, it is not necessary to have any written documentation of the lease. Mishnah Berurah (סק"כ) explains that these leniencies are acceptable since a weak lease is sufficient and the lease agreement need not conform to the general requirements of making a lease. Chazon Ish (או"ח סי' פ"ד סק"ז) points out that it is not even necessary to have an actual lease agreement. In the event that some Jews and a gentile take up residence in an ownerless field, the Jews may not transport items in their makeshift enclosed area unless they lease space from the gentile. This is required even though the gentile does not own any of the space that he occupies for that Shabbos. This indicates writes the Chazon Ish that Chazal required one to go through the motions of leasing space from the gentile even though an actual lease is not formulated. Sefer Chachmas HaLev (פ"ו סע' ב') writes that it is sufficient to lease from the gentile space to store an item and it is not necessary to lease from him his entire house.

Chazon Ish (שם) also writes that it is unnecessary to lease the gentile's entire home and the right to use a portion of his house or yard is sufficient. Biur Halacha (לקמן סע' ט"ו ד"ה אם) also writes in reference to two gentiles who share a house that it is sufficient for the Jews to lease space from one of the partners without the consent of the other. The reason is that it can be assumed that the partners do not mind regarding the use of a small amount of space and all that is necessary is for the Jews to lease a small area to store an item.