



HEMDAT YAMIM

Parashat Hashavua

Acharei Mot Kedoshim
8 Iyar 5783

Harav Shaul Israeli zt"l
Founder and President

Paying on Time = Sanctity
Harav Yosef Carmel

The name of our second *parasha*, Kedoshim (meaning, sacred), connects many of the *mitzvot* therein with a common dominator. The Torah teaches its adherents to live in sanctity – it mandates one to have holy thoughts, to be careful about what he looks at, be modest in behavior and attire, guard his tongue, as well as be careful regarding the *kashrut* of food.

In the last decades, Israeli citizens have reached high levels of standard of living. Our gross national income is in the top 20 places in the world. However, the distribution of this wealth lacks equality, as parts of society are unable to take part in the “party.” Some of those who struggle financially **choose** to give up on wealth, and this includes the world of full-time Torah learners. Those who choose to dedicate their lives to growth in Torah, and thereby contribute to society, are idealists who do not give in to material pressures. We believe they deserve great praise, especially if they take part in army service, as is practiced in Eretz Hemdah.

The Torah world deals with the challenge of financial survival on a monthly basis. Unfortunately, budget cuts often fall specifically on the weaker parts of society, including educators of Torah. Many *ramim* in Yeshivot Hesder and other Zionist institutions receive very low salaries; some are paid only as part-time teachers; some do not even get the social benefits they deserve. Because of difficulties, some do not get paid on time, which, according to our *parasha*, is an affront to the obligation to “be holy.” The Torah commands: “Do not cheat your counterpart and do not steal; do not have your worker’s salary with you overnight” (Vayikra 19:13). Rashi understands, based on context, that cheating refers to not paying a deserved salary.

Chazal were very strict about this prohibition, and derived that by withholding pay, one can violate five prohibitions. Rashi adds that our *parasha*’s treatment of the topic refers to workers who are not poor, whereas the parallel one in *Sefer Devarim* (24:14-15) adds another prohibition of withholding payment when the worker is poor.

The Zohar describes the impropriety in not paying a worker in spiritual terms: It is like taking the spirit of the worker and his family. As a result, Hashem will shorten the life of the employer and take from his place in the World to Come. It tells of Rav Hamnuna, who would present pay to his workers right after they finished their work, while saying “Take your spirit.” Even if the worker told him to hold the money in the meantime, he would refuse. He would say that just as he was not willing to be a master over their bodies, he was not willing to be a master over their spirits. That is only for Hashem to do.

We see that payment of wages is a spiritual requirement. Just as a school feels a spiritual need to be careful about the *kashrut* of the food it provides for its students and have them be careful about modesty in behavior and dress, a yeshiva should be careful to pay promptly all its workers, whether they be teachers, administrators, or kitchen and maintenance workers. We pray that Torah institutions will be role models in this important area. This is part of “You shall be holy.” We also believe this is a contributing factor for the institution’s financial success.

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Those who fell in wars for our homeland. May Hashem avenge their blood!



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Ask the Rabbi

by Rav Daniel Mann

Correcting a *Ba'al Korei*

Question: What are the rules about correcting a *ba'al korei*?

Answer: The Tur (Orach Chayim 142) seems to present a polar *machloket* on the matter. The Rambam (Tefilla 12:6) rules that if one made a mistake even on a single “*dikduk*” of a letter, we make him go back. Hamanbig (p. 160) prefers not correcting to embarrassing the *ba'al korei*. This is based on the *midrash* (cited by Tosafot, Avoda Zara 22b) that even if one reads the name “Aharon” as “Haron,” it is acceptable. The Shulchan Aruch (OC 142:1) *paskens* like the Rambam.

The Rama (ad loc., based on Terumat Hadeshen II:181) calls for corrections only when a mistake changes how the “matter” is understood. His contrasting cases are mistakes in *ta'amei hamikra* (*trop*) and *nikud* (vowels). The Mishna Berura (ad loc. 4) says that the real distinction is whether the meaning is changed, just that letters usually change the meaning (Aharon-Haron being an exception), and *nikud/trop* usually do not.

There may be indications that a mistake in a letter always warrants correction, whereas regarding *nikud* and *te'amim* changing meaning is the determinant (see B'er Moshe I:4). After all, the Rambam (ibid.) mentions letters, and the Yerushalmi's (Megilla 4:5) example of needing correction is between “*im*” and “*v'im*” (*vav* as a prefix is translated as “and” but often does not change the meaning at all (Shemot 21:9 is one of many cases)). The Aruch Hashulchan (OC 142:1) gives, as an example of changing words, “*keves*” and “*kesev*” – the same letters, inverted, both meaning a sheep. Perhaps, then, the Rama is only lenient by non-impactful mistakes not involving letters. In short, it is unclear how much of a *machloket* there is between Rambam/Shulchan Aruch and Terumat Hadeshen/Rama.

There is much complexity regarding being *yotzei b'dieved* with a mistake that changes the meaning. The Terumat Hadeshen thought it likely (not definite) that according to the Rambam, a mistake disqualifies the *mitzva*, whereas Hamanbig says one is *yotzei*. Others (see Beit Yosef, OC 142) reason that Hamanbig's *b'dieved* acceptance, based on the Aharon-Haron precedent, applies when the meaning is unchanged (Shut Beit Yaakov 76 posits that Haron is a different name than Aharon). There are different levels of *l'chatchila* and *b'dieved* (in order): 1. The *ba'al korei* should prepare for an exact reading (see Rama ibid.); 2. We correct right away, but not if the *ba'al korei* has “moved on.” 3. The *aliya* has ended with its *beracha* (see Eshel Avraham (Butchach) 142:1). 4. The *sefer Torah* has been put away. There **might** be a difference between Shabbat, with its specific text quota (see Berachot 8a), and weekday *laining*, if without the *pasuk* of the mistake, there are three *p'sukim* in the *aliya* and ten *p'sukim* overall (Bi'ur Halacha 142:1).

Now we will over-generalize regarding guidance. A small percentage of *trop* mistakes change the meaning. The *minhag* is not to correct mistakes between letters with a *dagesh* and those without (even if we pronounce *vet* like *vav* and, in classic Ashkenazis, *tov* is pronounced like *tet*, and *sof* like *samech/sin*). The *shva na / shva nach* distinction rarely changes the meaning, all the more so where people unfortunately do not distinguish with regularity (see Mishna Berura 128:120). Putting stress on the wrong syllable does not usually change the meaning, but one needs to know *dikduk* well to know when it does. *Trop* usually does not change the meaning, but again only an expert will have a good feel for when it does.

The above is less than the tip of the iceberg. Therefore, it is big *beracha* to have *ba'alei k'riya* who make few mistakes. Because it is important to avoid **both** under-correcting and over-correcting, it is crucial to have “correctors” who are excellent in Halacha and *dikduk*, and at appraising the *ba'al korei*'s sensitivity. (I also announce that my friend and colleague, Rabbi Menachem Jacobowitz, and I have embarked, *b'ezrat Hashem*, on writing a *sefer* that explores the *halachot* and *dikduk* behind these matters and provides recommendations for dozens of common mistakes per *parasha*.)

“Behind the Scenes” Zoom shiur

Eretz Hemdah is offering the readership to join in [Rabbi Mann's weekly Zoom sessions](#), analyzing with him the sources and thought process behind past and future responses. Email us at info@erezhemdah.org to sign up (free) or for more information on joining the group.

Do not hesitate to ask any question about Jewish life, Jewish tradition or Jewish law.

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Igrot HaRe'aya - Letters of Rav Kook

Joining Forces in Yafo Schools – #147

Date and Place: 17 Tammuz 5668 (1908), Yafo

Recipient: The Mizrachi Organization, Western Bureau, who were in the process of establishing a school in Yafo.

Body: I must let you know that here in Yafo there is already a school, Tachkemoni, whose goals fit what you desire. They connect Torah with [secular] knowledge, along with proficiency in the Hebrew language, which is the language of instruction. It was established according to the desire of people who are loyal to traditional Judaism, so that it will satisfy all who fear Hashem and His word. It is just that because of a weak physical infrastructure, it has been unable to develop to the degree that our brothers are satisfied with.

That school's administration has approached me with their desire to unify their operation with yours. We can trust them, as they fear Hashem and desire education based on sacred purity, teaching Torah and knowledge, and a proper preparation for life, filled with love of the nation, the Land, and the nation's reawakening. Therefore, educational philosophy should not separate you.

Therefore, I recommend their serious offer to unify the efforts, whereby the first classes that you have agreed to found will join with those which Tachkemoni has already opened, and it will be called "The Mizrachi School." If you like this idea, the benefits will come quickly. Things will develop in quantity and high quality, in a way that can make it a role model in the Holy Land and an honor for its community. Your agreement will solve your problem of a venue in an excellent manner, by joining Tachkemoni's home. I await your distinguished response.

Advice for Rabbinical Candidate of Ekron – #148

Date and Place: 4 Tammuz 5668 (1908), Yafo

Recipient: Rabbi Yaakov Yosef Dzimitrovsky. He became the rabbi of Ekron (which became Mazkeret Batya) from 1908-1912.

Body: I received your letter and am ready to help you in your desire to become the rabbi of Ekron. I rely on Hashem's Name that He will help us carry out the matter with proper dignity for the sake of His holy Torah.


It is worthwhile for you to bring letters of approbation from the great rabbis of Jerusalem, if possible including the great Rav Shmuel Salant. In any case, they should include important, well-known rabbis.

It is particularly important from the outset that you have a proper promise from the yeshiva and organization of "Shomrei Torah" regarding a salary. Our friend, Rabbi Zerach Braverman (the director of Shomrei Torah), is willing to get involved in this important matter. I leave it to our dear friend, Rav Tzvi Pesach Frank, to give good advice and help. Between the two of you, there will be success.

If you want to wait for two weeks in Yerushalayim, maybe I will be in Ekron before you come, to fortify the efforts, and then you can come yourself. But you can also come this week, [and I will still try to help].

You should prepare some nice *aggadic* ideas to use in public speaking. You should also be cognizant of the Land-based *mitzvot*, especially mixed-breeding and tithes, about which you may be asked. Hashem shall lead you on a straight path for His Name and strengthen your heart so that you act with the stature that will bring pride to the Torah and make it beloved to people. This is the foundation of the greatest *mitzva* – sanctifying Hashem's Name.

In conclusion, I must explicitly stipulate that I accept no responsibility for this process's results. If, Heaven forbid (I hope it will not occur), there will an impediment, there should not be complaints, on a moral level or for expenses. My intentions involve only the continued existence of the Torah and your welfare, as I find you a G-d-fearing Torah scholar.



Tzofnat Yeshayahu - Rabbi Yosef Carmel

The Prophet Yeshayahu performed in one of the most stormy and dramatic periods of the Israeli nation's life, a period of anticipation for the Messiah that was broken by a terrible earthquake, and also caused a spiritual and political upheaval. The light at the end of the tunnel shone again only in the days of Chizkiyah.

"Tzofnat Yeshayahu – from Uziya to Ahaz" introduces us to three kings who stood at this crossroad in our nation's history: Uziya, a king who seeked God but was stricken with leprosy because of his sin; Yotam, the most righteous king in the history of our people; And Ahaz, the king who knew God but did not believe in His providence.

In his commentary on the prophecies of Yeshayahu, Rabbi Yosef Carmel, Head of the Eretz Hemdah-Gazit rabbinical court and a disciple of Rabbi Shaul Israeli zt"l, clings to the words of Hazal, our sages, and to the commentaries of the Rishonim, the great Jewish scholars of the middle ages, and offers a fascinating way to study Tanach. This reading attempts to explain the Divine Plan in this difficult period and to clarify fundamental issues in faith. Tzofnat Yeshayahu reveals to the reader the meaning of the prophecies in the context of the prophet's generation and their relevance to our generation.

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P'ninat Mishpat

Who Breached the Contract? – part II

(based on ruling 81087 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiff (=pl), the owner of a chain of eateries, made a franchise agreement with the defendants (=def) to open a branch in a region in Israel. Def received, among other things, use of the chain's trademarks, experience, and pl's commitment to rent a place to open the branch and receive a license, and pl and def were each to own 50% of the branch. Def were to pay 300,000 NIS under a payment plan, including 125,000 NIS, some directly and most into an escrow, soon after signing. The contract stated that any side that would breach the contract would have to pay 150,000 NIS. Def did not make the initial payments. Each side is suing based on the breach of contract clause – pl, because def did not pay, and def, because pl did not rent a place for the branch. [We will deal with various claims in installments.] A few months after the agreement, pl warned def of consequences of non-payment. Although def claimed that pl exempted them from paying the initial payments and agreed to the total payment being only 275,000 NIS, pl says that he agreed only to a delay of a few days. Def also claimed that regarding the 25,000 NIS, pl did not complain, which proves the claim of waiving it to be correct. Regarding the 100,000 NIS, def did give a check for the sum to def's lawyer to hold soon after the warning.

Ruling: In order to substantiate a claim of relinquishing rights that have been promised in a contract, one needs to bring proof, and def did not do so regarding the 25,000 NIS payment. It is particularly difficult to make such a claim regarding a payment that was supposed to have been made with the signing of the contract. Furthermore, the contract states that any change in the provisions of the contract must be done in writing and be signed. It is not even true that pl did not complain about the lack of payment, as the letter of warning, which was written not that long after the agreement, mentioned it.

The second payment, for which a check was given to def's lawyer, is not considered payment. On technical grounds, a different sum was written in the numerical slot and the line in which it is written in words, so that it was an unusable check. More fundamentally, giving a check and telling the lawyer not to cash it yet is not equivalent to putting in escrow, as the former can be done even when there are insufficient funds in def's bank accounts, and therefore is not a good guarantee. Thus, def breached the contract concerning the payments.

Regarding the counterclaim of breach in that pl did not rent a place for def's branch, pl claims that he was not required to do so until def paid. The contract implies that the initial payments are to be done before the rental. Pl's claim that the initial payments are not just to demonstrate the franchisee's seriousness but to enable the beginning of the expenditures appears correct. Therefore, we accept pl's claim that he was not in violation of the contract when he did not rent a place.

We will continue with further elements of the ruling next time.

Comments or questions regarding articles can be sent to: info@erezhemdah.org

We daven for a complete and speedy refuah for:

Nir Rephael ben Rachel Bracha
Ori Leah bat Chaya Temima

Arye Yitzchak ben Geula Miriam
Yerachmiel ben Zlotta Rivka

Neta bat Malka
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