

# HEMDAT YAMIM

PARASHAT MIKETZ

30 KISLEV 5769

This edition of Hemdat Yamim is  
dedicated to the memory of  
**R' Meir ben Yechezkel Shraga**

**Brachfeld**

o.b.m

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*This week.....*

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## Yosef vs His Brothers – Round 1

In our *parasha*, Yosef's ascendance to power was accomplished, as described by the rising of his sheaf in his first dream (Bereishit 37:7). At the brothers' first meeting with him in Egypt, the second element, their bowing down to him, also seemed to have taken place (Bereishit 42:6). The Torah reports that Yosef recognized his brothers but that they did not recognize him (ibid.:8). It also points out that Yosef remembered the dreams that he had dreamt (ibid.:9), one would think with satisfaction that they had been fulfilled (as Rashi says). A logical explanation of the juxtaposition could be that just as Yosef knew who they were and not vice versa, so too was he acutely aware that the dreams were fulfilled, while the brothers lacked the foggiest idea that the dreams were being (or would ever be) fulfilled.

However, the Ramban says that when Yosef remembered the dreams, he actually was concerned that they were not being fulfilled... properly. He infers from the first dream that all of Yosef's brothers were supposed to bow down, while at that time, only ten out of eleven were doing so. Yosef felt so strongly that the dream had to be carried out fully, that he continued the mystery play by forcing Binyamin down to Egypt. He would not have done so if he did not feel a requirement to actively ensure the dreams' fulfillment. The Ramban understands that Yosef was even convinced that the dreams had to be carried out in order, with all of the brothers first bowing down to him and only then Yaakov joining in doing so.

Let us return to the dreams and try to guess what Yosef understood the significance of the two stages was. In the first dream, the brothers' sheaves of wheat were bowing down to Yosef's sheaf. It was Yosef who had control over the region's supply of grain and they whose grain supply was quickly drying up. It was not to Yosef as Yosef they were bowing down but to the role the disguised Yosef was playing. This explains the Torah's repetition of the fact that the brothers did not recognize him, which was indeed in line with the first dream, except that it did not include Binyamin.

In the second dream and its fulfillment there were to be two major differences. On one hand, even Yaakov would take part in the bowing and it would be to the revealed Yosef himself (Bereishit 37:9), as we pointed out last week. However, they would bow down from above, from the position of luminaries. In other words, just as Yosef would not subjugate his father to a bowing down of belittlement, once the brothers knew it was Yosef, they too would not be belittled but respected as the (less prominent) brothers of the powerful Tzufnat Pa'aneich. After previously experiencing how helpless this powerful leader could make them feel, they would understand that Yosef's interest was not to enjoy their weakness but to rise to the historical call of leadership that had been decreed upon him.

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**Question:** I was trying on some pairs of *tzitzit* in a store to see what size would be best for me. Afterwards I wondered whether what I had done was okay since the actual *tzitzit* were not yet attached. Isn't it forbidden to wear the garment without *tzitzit*?

**Answer:** There is an interesting question about the timing of the *mitzva* of *tzitzit*. Is the *mitzva* is to attach the *tzitzit* to the *tallit katan* (the garment that *tzitzit* are attached to) before it is put on (see Rambam, Tzitzit 3:10)? Alternatively, does the *mitzva* to put on the *tzitzit* actually begin, at least in theory, only after one puts on the garment (see Tosafot, Yevamot 90b)?

In any case, since you knowingly put on the garment with the intention to take it off (albeit, relatively soon thereafter) without attaching *tzitzit*, your question is a good one. There are actually two reasons why putting on the garment without *tzitzit* was fine in your case.

The *gemara* (Chulin 136a) infers from the *pasuk* regarding *tzitzit* that refers to "the four corners of your (singular) garment" (Devarim 22:12) that one is exempt from *tzitzit* on a borrowed garment. (After borrowing it for 30 days there is a rabbinic obligation because it already appears that the garment is yours). This ruling is codified in the Shulchan Aruch (Orach Chayim 14:3). The Shulchan Aruch does say that the *mitzva* of *tzitzit* would apply if one used someone else's completed *tzitzit*. This is because we assume that the owner is willing to transfer ownership (on the condition that it will be returned) to the one who is wearing it so that the latter can fulfill the *mitzva* (Mishna Berura, ad loc.:11). However, neither you nor the storeowner is interested in your acquiring ownership in a manner that you would then be forbidden to wear the *tallit katan*.

This logic also explains the rationale of what most people do when they use a *shul*-owned *tallit* for an *aliyah* or the like and do not make a *beracha* before putting it on, as the original *halacha* suggests (see Mishna Berura, *ibid.* at length). The explanation of most people's practice is that this would take too much time as the congregation is waiting and, therefore, they leave the *tallit* in the congregation's possession and do not make a *beracha* on it. (Whether or not this is the preferred practice is a good question for a different time.)

There is another reason that you were not required to have *tzitzit* on the garment you put on, and this one would apply even if you were trying on a *tallit katan* at home after it had been bought. First we have to see a *halacha* regarding another halachic issue affecting clothing. The *mishna* (Kilayim 9:5) says that one may wear a garment containing *shaatnez* as part of the process of selling it [to a non-Jew] on condition that he is not intending to also benefit from it as a garment at the same time. The Shulchan Aruch (Yoreh Deah 301:6) accepts this ruling. Commentaries explain that the wearing is considered a *davar she'eino mitkaven* (an *aveira* that one does without intention) in that he is not interested in the wearing the garment *per se*. (The exact explanation of the application of this rule in this context is quite complicated, but this is the bottom line.) Tosafot (Nidda 61b, accepted as *halacha* by the Magen Avraham 19:2) says that the same leniency applies to wearing a *tallit katan* without *tzitzit* for the purpose of selling it. The requirement to have *tzitzit* applies to garments that are being worn as garments for the purpose of benefit. The same logic that applies to one who puts on the garment in the process of selling it applies to one who puts it on momentarily in the process of trying it on for size ("Tzitzit," Halacha Psuka 19:(4)).

Therefore, what you did was certainly fine, and the store is not causing anyone to fall into a "halachic trap."

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# Ein Ayah

(from the writings of Harav Avraham Yitzchak Hakohen Kook, z.t.l.)

## Thanking Hashem and Divine Free Will

(based on Ein Ayah, Berachot 1:78)

**Gemara:** From the day the world was created, there was no one who thanked Hashem until Leah came and thanked Him, as the *pasuk* says: “This time I will thank Hashem” (Bereishit 29:35).

**Ein Ayah:** There is a difference between a blessing and thanksgiving. A blessing is said on any good thing that comes from a specific cause even if was not done especially for the purpose [that positively affected the one who is blessing]. Examples are: “blessed be he who begot this child;” “blessed is he who raised this child.” In contrast, thanksgiving comes specifically over a good thing that came from the free will of the provider of the good, who could have either provided it or refrained from doing so.

It is for this reason that until Leah, no person bothered to give thanks. Although Hashem is the real reason behind all things, matters do not emanate from Him in a manner that He needed to do so, as some philosophers posit, but out of Divine free will, which is deserving of thanks. One should not deflect the opinion [that Hashem is forced to by absolute Divine justice or logic] because if everything [that Hashem brings] comes of Divine necessity, then there would be no room for service of Hashem and reward and punishment, which the forefathers already taught us exist. This is not necessarily so. It is plausible that Hashem brings on all the good things and the entire existence with all of its details with wonderful providence so that even human completeness (*shleimut*), which is included in existence, is an outgrowth of it. It would follow from this possibility that since man needs to serve in holiness to elevate his soul and fix his attributes in order to be complete, this would cause the Divine *shleimut* to arrange that the more righteous one is, the more he would merit *shleimut* and real success, etc. Since it is plausible, one could have said that Hashem is forced to act in a certain way.

Despite the above explanation’s plausibility, the truth is not that way. After all, man’s ability to thank Hashem includes a major part of the ethical element and the loftiness of the human spirit, which could not be missing from existence. This *shleimut* couldn’t exist unless there was a Divine manner of leading the world that extended from Divine free will without any element of Hashem having to act in a certain way out of necessity. [In other words, Hashem ensured His own free will so that we could be able to thank Him.] This is why Leah came and thanked, to let this true idea be known. Based on this foundation was built the obligation of the *korban todah* (the thanksgiving sacrifice), whose level is lofty and will not be done away with even in the Days to Come.

One should understand that prayer could have existed even if Hashem would have been drawn into a certain behavior out of [moral] necessity. This would have worked in the following manner. Since a person becomes more complete through his prayers to his Maker, Hashem could be forced through His Divine *shleimut* to find value in the prayer, which could cause its goal to be reached. [The approach of Divine necessity, then,] would not preclude the need for all the things that prepare and uplift the value of one’s prayers. However, the matter of thanks to Hashem and the human *shleimut* that comes with it, would by necessity be missing had the truth not been that the Divine manner of leading the world is not forced but is of choice, as we say “life by His will” (Tehillim 30:6). [It turns out that] the human *shleimut* which we get based on our free choice serves as a trustworthy witness regarding our Maker [who also has free choice]. This is why there is *chametz* in the *korban todah*, for *chametz* is an indication of the reversibility of the good powers that are responsible for the freedom of choice. This would not be appropriate if all the powers were capable of doing only good.

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# P'ninat Mishpat

## Order for Services That Were Necessary Only Partially

(based on Halacha Psuka, vol. 49- A Condensation of a Psak by the Beit Din Gazit of S'derot)

**Case:** The defendant (=def), the director of a summer camp, requested of the plaintiff (=pl) to hold a workshop of flying model planes for his campers. The contract between them read, in part, as follows: "Number of children- approximately 200; payment for each child- 13 shekel; total to be paid- \_\_\_\_\_." In practice, only 160 children attended the camp and 104 children took part in the workshop. Def paid for 134 children. Pl demands payment for 200 children as spelled out in the contract and does not feel he is responsible for the smaller number of children who took part, especially considering that def did not call him to reduce the number. Even if this request is not accepted, he demands payment for the supplies that he brought for at least 200 children. Def responded that pl should have called to see exactly how many children were participating if it made a difference to him, as all of the other service suppliers did.

**Ruling:** There are two possible ways to interpret the contract; the first is as follows. Def obligated himself to pay for close to 200 campers at a price of 13 shekel per child. According to this, at the moment that pl arrived to run the workshop, def became obligated to pay 2600 shekel (based on Shulchan Aruch, Choshen Mishpat 333:1). It would be def's responsibility to change the order before the work began, and, as it stands, def would have to pay for another 66 children.

The second interpretation is as follows. Def obligated himself to pay 13 shekel per child. Although the approximate number of children was set at 200, the more telling matter is that the sum total was left open. According to this interpretation, pl actually deserved to be refunded for the 30 children he paid for who did not take part in the workshop.

Beit din accepted the second interpretation, because the sum total is the most telling part of such a contract and a minimum payment should have been written down if there was some type of obligation of this sort. Therefore, pl has to return 390 shekel.

Beit din agrees in principle with pl that since he had to prepare for at least 200 children, def should pay for him for the supplies that are involved. This is based on the Shulchan Aruch (Choshen Mishpat 333:8): "If one says to a craftsman: 'Make something for me and I will buy it from you, and the craftsman made it and the other one does want to buy it and it is something that if he does not buy it right away, it will get ruined, he must pay.'" However, in our case, the supplies are not things that will get destroyed if def does not take them. Therefore, def does not have to compensate for those supplies. Rather, if pl does not want to store the supplies until he needs them, he can sell them if he likes.

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