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Founder and President

HEMDAT YAMIM

חֶמְדַּת יָמִים

Parashat HaShavua

Naso, 11 Sivan 5781

Whose Blessing?

Rav Daniel Mann

Birkat Kohanim (Bamidbar 6:22-27) is nestled in between the laws of *nazir* and the gifts of the heads of tribes. This was on “the day that Moshe completed to erect the *Mishkan*” (ibid. 7:1), which was the 1st of Nisan of the second year from the Exodus, which is also called “the eighth day” of the inauguration of the *Mishkan* (Vayikra 9:1). On this day, Aharon lifted his hands and blessed the people (ibid. 22), which, Rashi explains, was with *Birkat Kohanim*.

The Ramban (Bamidbar 6:23) posits that there were two commandments given concerning the same blessing on that day: Aharon, specifically, was to recite it on a one-time basis; all *kohanim* would recite it throughout history. However, he continues, there is always a special connection between the *berachot* and the *Mishkan/Mikdash* – it is performed in a special, higher-level manner in the *Mikdash* (Sota 37b).

It is likely that *Birkat Kohanim* is alluded to one more time in the Torah: “At that time (Rashi – when the Levi'im did not sin with the Golden Calf) Hashem separated the Tribe of Levi to carry the ark of the covenant of Hashem, to stand before Hashem and serve Him and bless in His Name (*levarech bishmo*) until this day” (Devarim 10:8). Rashi and several others claim that this blessing in Hashem's Name is *Birkat Kohanim*.

Usually when a person blesses his friend, he makes up his own text, and when he blesses Hashem, he uses a set text (some found in the Torah, most composed by the Rabbis). *Birkat Kohanim* has a set text, and is one of the few recitations that can only be done in *Lashon Hakodesh* (Mishna, Sota 7:2). There are a few indications that it is not that the *kohanim* were given the power to bless others, like Avraham was (see Rashi, Bereishit 12:2), but that they simply do Hashem's bidding by reciting *Birkat Kohanim*. In the *pasuk* in Devarim (above) it is presented in the context of service of Hashem (carrying the *aron*, serving Him, and blessing).

The term used there, *levarech bishmo*, can be explained two ways – bless by means of using His Name (which is what makes it effective); bless Bnei Yisrael on Hashem's behalf. These two possibilities also find expression in our *parasha*. The section of *Birkat Kohanim* concludes with the *pasuk*: “They shall place My Name on Bnei Yisrael, and I will bless them.” Rabbi Akiva and Rabbi Yishmael disagree (Chulin 49a). Rabbi Yishmael says that “I will bless them” means that Hashem will bless the *kohanim*, as the rest of the nation are blessed by the *kohanim*. However, Rabbi Akiva claims that Hashem will bless all of the people, and all the *kohanim* do is “place Hashem's Name on Bnei Yisrael.” In other words, it is not the *kohanim's beracha* but Hashem's. The *kohanim* only assist by saying the words for Bnei Yisrael, upon which Hashem attaches his *beracha*, i.e., the real *beracha*. This connects further to a dilemma (Kiddushin 23b) whether *kohanim* are agents of Hashem or of Bnei Yisrael. Perhaps when people follow the practice of blessing their children with *Birkat Kohanim*, they are tapping into the approach that it is a *beracha* that humans give to humans, with there being different contexts in which it is appropriate.

Being blessed is most viable when both Hashem and man take part in the *beracha*. Let us strive to act in such a way that we will find favor in the eyes of Hashem and man.

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



Eretz Hemdah
Deans: Harav Yosef Carmel, Harav Moshe Ehrenreich
2 Bruriya St. corner of Rav Chiya St.
POB 8178 Jerusalem 91080
Tel: 972-2-5371485 Fax: 972-2-5379626
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American Friends
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www.erezhemdah.org info@erezhemdah.org
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Automatic Commerce in Cryptocurrency on Shabbat

Question: I joined a “stock exchange” for crypto coins, in which I can buy and sell, and have a linked service that enables me to create “bots” to find and carry out deals 24/7, according to parameters I set. If I do not shut it off for Shabbat (which is easy), it will almost certainly find profitable trades. May I let the bots run on Shabbat?

Answer: Let us first discuss the easier issues. There is no problem of *s'char Shabbat* (earnings on Shabbat) because buying and selling is not considered *sachar* (Noda B'Yehuda II, Orach Chayim 26; Shemirat Shabbat K'hilchata 28:51). These transactions do not include *marit ayin* concerns. While your bots might be doing a deal with a Jew who is actively involved on Shabbat, there should not be a problem of *lifnei iver* (facilitating sin) for a combination of factors. These include (among other factors): you are focusing on the majority (non-Jews); it is unclear if a Jew will violate Shabbat and if yes, he would do so knowingly; he can do a transaction with someone else (see Bemareh Habazak, V:37). Although your machine is involved in Rabbinic electrically-based and not-in-the-spirit-of-Shabbat activities (*metzo cheftzecha* – see Yeshayahu 58:13), you would not be personally involved.

The complicated issue is that you plan for transactions to take place on your behalf on Shabbat. The *gemara* (Beitza 37a) says that donating to *hekdesh* is forbidden on Shabbat because it can lead to commercial activity (which thus must itself be forbidden). Rashi (ad loc.) explains that buying/selling is forbidden either because of *metzo cheftzecha* or out of concern one might write in the process. Neither of those concerns would seem to apply when a person set up everything before Shabbat and the deal took effect without his involvement on Shabbat (Shut K'tav Sofer, OC 46). In fact, the Magen Avraham (339:8) says that while one may not do a *pidyon haben* on Shabbat (Shulchan Aruch, OC 339:4), the reason he may not give the money to the *kohen* before Shabbat and have it take effect on Shabbat is only that he would be unable to make the *beracha* at either time.


However, Rabbi Akiva Eiger (Shut I:159) infers otherwise from two versions of the preparation of an alternative wife for the *kohen gadol* lest his wife die on Yom Kippur, which would harm his *avoda*. The Yerushalmi (Yoma 1:1) says that although it is usually forbidden to marry on Shabbat, here it was permitted if his wife died. The Bavli (Yoma 13a-b) describes a complicated arrangement. R. Akiva Eiger argues that the fact that they did not use the simplest situation – to marry a woman before Yom Kippur to take effect only on condition his present wife would die – shows that an acquisition on Shabbat is forbidden even if it was prepared beforehand. So too here, even if the bots do the work, your transaction on Shabbat seems to be forbidden.

We have leaned toward leniency in some of this concept's modern applications. First, while other prominent *poskim* agree with R. Akiva Eiger, several do not (see opinions in She'arim Hametzuyanim Bahalacha 80:64). Igrot Moshe (OC III:44) deflected the proofs in both directions and advised being strict out of doubt (even though this is a Rabbinic issue). Also, the stringency's unclear logic and thus parameters led to distinctions (see Chelkat Yaakov OC 67 regarding vending machines; Bemareh Habazak V:36 regarding commercial internet sites open on Shabbat). One of the distinctions, which might or might not apply here, is if one did not purposely set the transaction for Shabbat. Another applies especially well to cryptocurrency – if the acquisition takes effect on something ethereal, as opposed to a specific object. The Avnei Nezer (OC 51) explains the mechanism of the prohibition as the action done before Shabbat relating to the result on Shabbat. So one might claim that since the transaction was done by the bot on Shabbat, you are not linked to any action of the transaction, so it would be permitted.

In short, there are enough grounds for leniency to permit you to keep the bots on over Shabbat.

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

Naso

Date and Place 13 Elul 5665 (1905), the holy city of Yafo

Recipient: My friend, the great rabbi, wise and knowledgeable, a man of desirable qualities in Torah, fear of Hashem, and everything desirable, our master Rav Michel Tukechinsky, *shlita*, may he be blessed with peace.

Body: After inquiring about your welfare with great love. I received a letter of request from Russia, that ten people should pray before the Western Wall, may it be rebuilt speedily in our days, on Tuesday of Parashat Nitzavim-Vayeilech, 19 Elul, on behalf of Yitzchak the son of Yosef and his wife, Leah the daughter of Hendel. They request that Hashem grant them children, who should become fine and worthy people who serve Hashem, that they should have life and sustenance without difficulties, and that they should be blessed with all the blessings that are mentioned in the blessing of the *kohanim*, according to all of the explanations of the blessings.

They should also pray for his father, Yosef, who should win his court case that is scheduled for that day and be relieved of the burden they want to place upon him. Also, Yosef and all of the Jews of Ponevitch, who are being oppressed by the abusive Czar, should be saved from the evil gentile who hates them, is their enemy, and “eats their flesh.”

The requester asked that those who pray should be people connected to Torah. He said he would send 18 marks, which should be used for candles to be lit in honor of the soul of Rabbi Meir, the miracle man, and the rest should be distributed among those who come to pray. If money remains, it should go to worthy, poor people.

The letter implies that he thinks that I will be in Jerusalem on that day, but it does not seem that it will work out for me to be in the holy city of Jerusalem, may it be built firmly, on that day. Therefore, I think the requester will be happy if the ten people will be Torah scholars from the yeshiva (Etz Chaim). I am not responsible for the money, but I do know the requester, who is a wealthy and distinguished man, who is connected to Torah and is a fearer of Hashem, and I certainly expect that he will keep his word. Therefore, if your honor would send ten of the yeshiva's students, may they live, to do what was asked and beseech Hashem for mercy on those who are asking, then when the money will come, I will G-d willing, send it to you to distribute it as you see fit.

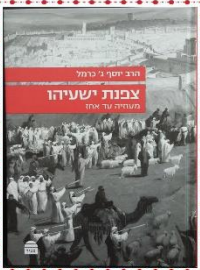
A Dispute Including Interest – #26

Date and Place: 27 Tishrei 5666 (1905), the holy city of Yafo

Recipient: Peace and blessing to the members of the distinguished council of Rechovot.

Body: I am requesting of your honors to finish the dispute with Mr. H.A. The way it seems to me, it is very correct to make a compromise with him. This is especially true concerning the matter of usury, about which it is very proper to be careful in the future that anytime there is a loan that involves one of our brethren from Bnei Yisrael, to attach to it a document of *iska* (a formulation that turns a would-be loan into a permitted type of investment). It should at least say that the matter was done based on a *heter iska*, which makes the matter work based on all the detailed rules of *iska*. This is what they do in banks here. It is proper for the council to have a stamp that says “based on *heter iska*” and to stamp that on the stationery that deals with such financial matters, so that the recipient will also know that it is built on *iska*. This should not be a trivial matter in the eyes of financial managers for our brethren in the Holy Land.

In any case, if you do not succeed in any way to reach a compromise on your own, write to me in short all of the details of the case, from the beginning of the business with H.A. until now. I will then respond according to Torah law.



**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 sought 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

Interpreting an Arbitration Clause

(based on ruling 75123 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiff (=pl) rented out his apartment to the defendant (=def), and a dispute arose between them. Pl decided to sue def at Eretz Hemdah-Gazit, which def opposes. The contract includes a clause that "conflicts will be decided in *Beit Din X* or in any *beit din* that the landlord decides." Def understands this as giving authority to pl to choose the *beit din* only if *Beit Din X* is unable or unwilling to adjudicate. Def also claims that this is not a valid arbitration clause because it is not identified in the contract as such. Def also raised the possibility that this part of the contract is forged because it is among the pages of the contract that is not initialed. Furthermore, the question of deciding how to interpret an arbitration agreement should be adjudicated in the *beit din* of def's choice. Pl counters that since the clause is clear, if def refuses to submit to Beit Din Eretz Hemdah's jurisdiction, as pl wants, *beit din* should adjudicate in abstentia or allow pl to sue in secular court. Def argues that it is illegal to rule in abstentia.

Ruling: There is no need, according to neither Halacha nor secular law, for an arbitration clause to be labeled as such if its content indicates that this is the clause's function. Def's claim of possible forgery is a serious one. Def should have a copy of the rental contract. If it is different from the one that pl sent to *beit din*, this supports the claim of forgery, but def did not present such an alternative contract, making it wrong to propose the claim with scant basis.

Def's claim that *beit din* categorically cannot rule in abstentia is incorrect. If it is determined that *beit din* has jurisdiction and the defendant consciously refused to come without justification and does not give in to pressure (see Shut Maharil Diskin, P'sakim 52), *beit din* may hear the plaintiff's claims, investigate the matter, and rule (Maharam Shick, Choshen Mishpat 2; Guidelines of the Israeli Rabbinical Courts). On the other hand, this is an unusual step that is contemplated only when there is no choice. In this case, def has an argument over jurisdiction and is not outright refusing to adjudicate. Therefore, ruling in abstentia is not currently "on the table."

The correct reading of the arbitration clause is not a trivial matter. According to the laws of arbitration, a court is incapable of making a binding determination (when one is needed) about its own jurisdiction. According to law, the jurisdiction is adjudicated by the governmental courts. However, since both sides are G-d-fearing people who agree to go to *beit din*, it is proper that another *beit din* determine it. Def is correct that as the defendant, he gets to choose the venue (Shulchan Aruch, CM 14), and therefore they should bring their preliminary dispute to *Beit Din X* to rule on jurisdiction. If *Beit Din X* rules that the adjudication should be by us, then even according to def's reading of the arbitration agreement, they must do so.

We daven for a complete and speedy *refuah* for:

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Yisrael ben Rivka
Rivka Reena bat Gruna Natna
Arye Yitzchak ben Geula Miriam
Neta bat Malka
Meira bat Esther

Together with all *cholei* Yisrael

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