



# HEMDAT YAMIM

## Parashat Hashavua

Ki Tisa, 22 Adar I 5784

Harav Shaul Israeli zt"l  
Founder and President

**Beware the Heavenly Bovine**  
Harav Yosef Carmel

We will continue to carefully tread near the line of delving into secrets of the Divine Chariot and connect it with the notorious calf of this week's *parasha*.

The sin of the Golden Calf is one of the most severe sins in our nation's history. The students of the Gra elaborated on the idea that just as the world underwent a great change due to Adam's sin of eating from the fruit of the Tree of Knowledge (see Shabbat 146a), so did the world change due to the sin of the Golden Calf. Since those times, our extraordinarily difficult goal has been to return mankind to its state before the sin of the Tree of Knowledge and the Jewish People to return to its state before the sin of the Golden Calf.

Much ink has been spilled in an attempt to understand how Bnei Yisrael fell from the great heights of receiving the Torah to the depths of the sin of the Golden Calf. *Chazal* tell us that the maidservant present at the Splitting of the Sea saw things that Yeshayahu and Yechezkel did not merit to see (Mechilta D'Rabbi Yishmael, Beshalach 3). Rashi says on the words of the Song of the Sea, "This is my G-d" (Shemot 15:2), that Bnei Yisrael pointed their fingers at Hashem's glory, which was revealed to them.

The simple explanation is as follows. Those who passed through the sea saw Paroh's army of chariots sink into the sea. Paroh thought that he was a deity, the ruler of the world and its creator. Yechezkel said about him: "I am after you, Paroh, King of Egypt, the great sea beast (*tannin*) who lurks in the midst of his Nile, who said, 'The Nile is mine, and I made myself'" (Yechezkel 29:3). (These words about the *tannin* may remind of us of the snake, who played a major role in the sin of Adam and Chava.) Bnei Yisrael merited seeing as part of that revelation of Hashem the horses and chariots of fire that serve Him, as the greatest prophets did.

A *midrash* teaches us that they unfortunately used their experience in the revelation as part of the cause of the sin of the Golden Calf (another indication of the care needed when delving into the topic of Hashem's Chariot). Hashem used a double language of seeing regarding what Bnei Yisrael went through in Egypt (Shemot 3:7). The *midrash* (Shemot Rabba 42:5) explains that Hashem said that while Bnei Yisrael saw one thing, Hashem saw two: 1. Bnei Yisrael accepting the Torah at Sinai; 2. When Hashem left Sinai in His Chariot, they took one of the elements of the Chariot, a bull (see Yechezkel 1:10), and used it to anger Him (with his son, the calf).

Parashat Ki Tisa often coincides with Parashat Para, in which the Torah describes the purification process using the ashes of a red heifer (mother of the calf). *Chazal* tell us that the process of the red heifer is an atonement for the great sin. Rashi brings the idea of "The mother shall come and clean up the excrement of her son." The ashes of the heifer hint at the crucial characteristic of humility and connects us to Avraham Avinu, who said, "I am dirt and ashes" (Bereishit 18:27).

Humility and understanding that no one possesses all of the truth is very important in our days. When groups of people believe that only their ideas and ideals have value, it is a recipe for hatred, which only brings trouble and weakens us before our enemies. Let humility be the cure!

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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

## Ribbit on More that is Worth the Same

**Question:** During my learning, the following question came up. May I borrow a bag of potato chips in Manhattan, where it sells for \$1, to pay back two bags of potato chips in Lakewood, where they sell for 50 cents each? Is this Biblically prohibited, Rabbinically prohibited, or permitted?

**Answer:** We will use your assumption that the prices given are for each area, not only given stores.

Do we care what the two bags to be returned cost in Lakewood, where they will be returned, or in Manhattan, where the loan was made? The Shulchan Aruch (Yoreh Deah 173:17) rules that if Reuven lends a measure of fruit to Shimon where they are cheap and is to give back that measure where they are expensive, it is permitted only if Shimon already had that fruit in the second place at the time of the loan. The Machaneh Ephraim (Ribbit 22) assumes that this case has the potential for *ribbit k'tzutta* (*rk* – Torah-level *ribbit* violation) based on the added value in the new place (see there how Shimon's ownership of fruit in the second place helps). This indicates that the critical place for each item, the loan and return, is where it is given.

Your case is a variation of what the *gemara* (see Bava Metzia 44b) calls *se'ah b'se'ah* (=sbs) – when one lends an amount of a commodity in exchange for the same amount of that commodity later. It is forbidden Rabbinically, out of concern that at the time of the return, the commodity's price might be higher, making the extra value *ribbit*. In our case, although the plan is to return chips of the same value that was received, the price of two bags in Lakewood might later exceed the \$1 the bag in Manhattan was worth at the time of the loan. If our case only involves the Rabbinic issue of *sbs*, any of three areas of leniency might permit it: *yesh lo*, *yatza hash'a'ar*, and neighbors who are not particular with each other (Shulchan Aruch and Rama, YD 162:1-3; see explanations in Living the Halachic Process II, F-5.)

This case differs from *sbs* in that more of the commodity is to be returned than was given in the first place, which is generally *rk* (see Vayikra 25:37). But is it really a problem if the value is the same!?

A critical question is why *sbs* is not *rk* if the price does go up. 1) The Rosh (Shut 108:15) posits that it is not *rk* when one returns effectively the same thing he received. 2) The Ramban (Bava Metzia 60b) and other *Rishonim* hold that according to Torah law, the time of the loan determines whether the loan violates *ribbit*. A subsequent rise in price is impactful only regarding Rabbinic law. 3) It is unclear that the future will bring profit to the lender (Taz, YD 162:1; see variation on this in Netivot Shalom 162:1).

According to the Ramban and the Taz, given the expectations, there was no monetary benefit (which is what is important for them) at the time of the loan, nor was it certain for the future. The Rosh, though, stresses the equivalence of the commodity in *sbs*, so that in our case, if the price rises, the increase in both quantity and worth makes it *rk*. If the value remains stable, it is unclear whether an increased volume with the same value makes it *rk*, and it might depend on the language used (see Chavot Da'at 161:1).

I have not found halachic discussion of this case, and it is difficult to extrapolate based on the fundamental concepts, especially when there could also be Rabbinic prohibitions. So we will not try to give a *p'sak* for this theoretical question but will give general advice regarding such questions of *sbs*. If objects of small value are involved, it is prudent to say the recipient is not required to return anything (most people's propriety make them want to return), in which case it is permitted to give even clearly more than he received (see Rama, Orach Chayim 170:13). If one is unwilling to take the chance of losing the money, he can make it a loan of the dollar value of what was given. Then, the borrower can give as much of the commodity as that amount of money can buy (see Brit Yehuda 17:(14)) when/where it is returned but not (noticeably) more value than he received.

### “Behind the Scenes” Zoom shiur

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**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

## Welcome to the National Poet – #191

**Date and Place:** 7 Nisan 5669 (1909), Yafo

**Recipient:** Chaim Nachman Bialik. The great poet, who was one of the intellectual/cultural leaders of the non-religious Zionist circles, had been a talented student in the Volozhin Yeshiva. Although they were of the same era in the yeshiva, the two apparently did not overlap. Bialik was visiting *Eretz Yisrael* at the time; he did not move there until 1924.

**Body:** Blessed shall be your arrival in the Land of Life, great guest, our great and beloved poet, Mr. Ch. N. Bialik. May Hashem bless you from Zion. With clear and pure love, as well as lofty respect, I have the honor to reach out to you, the knight of our poetry, with my outstretched hand in blessing, as you take your first steps on the ground of our national reawakening.

Prepare yourself, our beloved poet, for the dew of life and the divine grace, which is alive and fresh, which will appear before you like new. It comes from a part of Hashem that is full of life, and it is ready for every fresh soul of the House of Jacob that comes to the air of the life of the souls of the Desired Land. Oh poetic soul, awaken, awaken, speak the song of life to the nation of life, which awakens toward the source of life in the Land where the nation grows.

Sing for us, oh poet whom we love, from this time on, about the national salvation by the nation's G-d. May your harp, which is full with power and vitality, awaken to sing the song of the Land, the song of national awakening. Tell Jacob, "The nation has been born, it has risen up as a live nation, and it is now marching on the mountaintops of Tavor and Hermon." Sing for us about the achievements and the strength, about the prosperity and the honor, which the G-d of Israel has in the Heaven and the earth, in the valley and the mountains, in the Carmel and Sharon regions, in the portion of His inheritance to us.

May you, dear and pleasant poet, be happy and gratified with the joy of the hope of our nation and our Land.

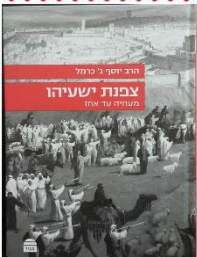
## Additional Preparations for the *Heter Mechira* – #193

**Date and Place:** 24 Nisan 5669, Yafo (1909)

**Recipient:** Professor Yisrael Levy. [It is not clear to me what his position was.]

**Body:** I am sending you the forms for the sale [of the land before *Shemitta*]. Since the respected Baron informed us his opinion, sent by his officials, that he wishes that Mr. Barbea, who was the buyer during the previous *Shemitta*, should again be the buyer, there is no need to discuss any other candidates for buyer. Please be good enough to act on behalf of the *mitzva* and the improvement of the Jewish community of Israel, to finish up the document according to the style that you have written here. We need that the esteemed Baron and the lawyers of the inheritors of Mr. Brown will sign.

I will depend on your great wisdom that everything will be done as it needs to be done. We will need the buyer, Mr. Barbea, to sign, as well, that he is accepting upon himself all of the conditions of the acquisition. The Baron or his lawyers shall receive the money that represents the first installment of the price of the land, and the buyer will need to receive the sales deed, so that the acquisition can be completed through the acts of acquisition of money and document. Please send me a clear facsimile of everything that was involved in the sale and its documents.



**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

## Was New Principal Properly Compensated? – part I

(based on ruling 82124 of the Eretz Hemdah-Gazit Rabbinical Courts)

**Case:** The defendant (=def) hired the plaintiff (=pl), an experienced educator, to start a girls' high school. Her responsibilities included months of recruiting and then serving as the principal. There was a written contract between them. Pl failed to recruit the minimum number of students to be a recognized school that receives government funding, but def opened the school anyway. Pl did not find a full staff of teachers, and therefore she was a major teacher in the school. Towards the end of the first year, after pl did some recruitment for the next year, def fired her. [We will deal with various elements of the dispute separately.] Pl received 8,300 NIS a month of gross salary, but demands 9,000 NIS net salary, which she claims she was promised. She also demands salary for teaching, which she was not envisioned to do, and claims that it should be according to the pay scale and incentives she had received previously. Def responds that pl was paid slightly more than agreed upon in the contract and cannot expect to be paid more, considering the school's size and lack of funding.

**Ruling:** The first issue to determine is whether the sides' signed agreement in the beginning of their relationship is binding. Pl claims that def said they needed a written agreement to present to people of interest, but it was not meant to be binding. Such a claim is possible (see Shulchan Aruch, Choshen Mishpat 205) but must be proven, which pl failed to do. Furthermore, written communications between the sides show that pl treated the agreement as a serious one with which she needed to reckon. Among the indications of its seriousness is the fact that certain clauses were changed according to pl's demands. It is irrelevant that some of pl's demands were not accepted.

The agreement sets a salary for pl in 5780, but regarding 5781, it just lists her as being paid for 10 hours weekly, without mentioning a rate of pay. This amount of time does not reflect pl's work as a principal **and** a teacher. The sides agree that she deserved to be paid for 21 hours weekly. Their disagreement is that def says he agreed to pay her 90 NIS an hour and pl demands 109 NIS, which is what she deserved to receive, based on her seniority as a teacher, according to the national standard agreement. Def has documented that he sent his offer of 90 NIS, which rounded out to 8,300 NIS gross monthly salary in an email that pl admits reading but denies agreeing to.

The Rama (CM 81:7) rules that if someone knows that others are expecting pay from him and he is quiet, it is taken as his acceptance of the terms, indicating that pl's lack of response should be deemed as acceptance. Even if one does not think the Rama applies to our case, when the worker, after learning of the employer was willing to pay proceeds to work, he is not entitled to more than the employer agreed to. The Taz (CM 221:1) says that if a potential employer promised a high salary but then backed out and lowered it before work ensued and the workers were quiet about it and later started work, they receive the lower amount. Therefore, even if def had agreed to a higher salary, pl can no longer demand it.

*We continue next time with other elements of disagreement.*

Comments or questions regarding articles can be sent to: [info@erezhemdah.org](mailto:info@erezhemdah.org)

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<b>Ori Leah bat Chaya Temima</b>	<b>Yerachmiel ben Zlotta Rivka</b>	<b>Meira bat Esther</b>
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