



Harav Shaul Israeli zt"l
Founder and President

The Significance of a Famine

Harav Yosef Carmel

The Torah mentions famine (*ra'av*, spelled *reish ayin vav*) in the context of all three patriarchs. However, there is a big difference between those of Avraham and Yitzchak and that of Yaakov.

Avraham's famine is mentioned twice in one *pasuk* (Bereishit 12:10). It is serious enough to cause Avraham and Sarah to go to Egypt, as it was limited to *Eretz C'na'an*, where they lived. In Yitzchak's times (also only in *Eretz C'na'an*), the *ra'av* is also mentioned twice in one *pasuk* (ibid. 26:1), and the Torah connects it to Avraham's *ra'av*.

The famine in Yaakov's times is treated much more prominently. The word *ra'av* appears there ten times, without any connection to previous famines. It was much more severe and impactful, and it covered a broader region, including Egypt. We will look for the ideas behind the historical event.

Chazal tried to understand Yaakov's apparently being (partially?) unaware of the sale of Yosef and its peripheral events. How could such a powerful prophet be unaware of something so major?

The P'sikta Zutrata (Bereishit 37:33) says that Yaakov's *ruach hakodesh* (divine spirit, or semi-prophetic power) left him because of his sadness upon Yosef's disappearance. The Tanchuma posits that the brothers banned **all, even Hashem** from divulging the secret. So, while Yaakov maintained his powers of prophecy/divine spirit, the ban held back from him information regarding Yosef. Rashi took the Tanchuma's approach and posited that when the Torah attributes to Yaakov the idea that Yosef was "eaten by a bad animal" (Bereishit 37:33), he had a flash of divine spirit, and Potiphar's wife represented the bad animal, as she caused Yosef's incarceration. Rashi continues that Yitzchak actually knew the secret but reasoned that he should not tell that which Hashem was not telling Yaakov.

With proper caution and respect, we have a suggestion that stems from the approach of the Tanchuma and Rashi, that Yaakov maintained his divine spirit but "stumbled in darkness" as *mida K'neged mida* (treatment in kind for one's actions). Since he took advantage of his father's inability to see to secure Yitzchak's blessing, he too was left in the dark.

Yaakov's level of awareness of things having to do with Yosef is related to *ra'av*. Yaakov understood that the *ra'av* hinted at a lacking in the implementation of the concept of *arev* (inversion of the same letters), taking responsibility for those close to you, but he did not know how. Therefore, when Yehuda offered to Yaakov that he would be an *arev* (guarantor) for Binyamin's life (Bereishit 43:9), Yaakov quickly entrusted him. Yehuda realized the importance of this *arvut* and mentioned it to Yosef (ibid. 44:32-34).

"Yaakov 'saw' that there was *shever* (literally, food) in Egypt" (ibid. 42:1). The *midrash* attributes this to a semi-prophetic vision of hope, that referred to Yosef. It seems that the *shever* referred not only to food and Yosef but also to a crisis (*mashber*) in familial accountability. During the episode, Yaakov sent to the Egyptian viceroy special products of the Land – *tzari, d'vash, nechot, and lot* (ibid. 43:11). This strongly overlaps with the wares the peddlers who took Yosef to Egypt had in their caravan (ibid. 37:25).

In summary, the famine's true significance was not in the realm of food but of prophetic clarity. This was withheld from Yaakov until he was reunited with Yosef and until his family rediscovered the value of *arvut*.

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

Ask the Rabbi

by Rav Daniel Mann

Chanuka Lighting Soon Before Leaving House

Question: We have to leave the house around 15 minutes after Chanuka lighting and plan to return around 10 PM. Ideally, I would want to extinguish the candles (we light inside) for safety as we leave. Can I do so? Should we light at that time, or is it better to light when we come home?

Answer: The degree to which the presumption of needing a half hour of lighting is correct is central to this question. On the one hand, if the lights go out within this time, it is not necessary to relight them (Shulchan Aruch, Orach Chayim 673:2), which implies that the act of lighting is the important thing, not the light's longevity. On the other hand, when lighting, we must have enough oil to last a half hour (Shulchan Aruch, OC 675:2), and if one lights in a place where the wind will blow it out before the end time, it is like not putting in enough oil (Magen Avraham 673:12; Mishna Berura 673:25). These *halachot* imply that the time lit is important. The explanation is that the lighting has to be done with the ability to last a half hour, but it is not critical that it actually lasts.

What happens if there was physical potential for half an hour but human intervention **after** the lighting was done shortens the duration? The Rashba (Shut I, 539) says that if one accidentally extinguished the light early, he does not need to relight it. From here, the *poskim* diverge. Some (including the Pri Megadim, MZ 673:2; Avnei Nezer OC 503; simple reading of the Shulchan Aruch, OC 973:2) say that if one **purposely** extinguished the candles, he needs to relight them. A minority posit that even if one extinguished them purposely, one still fulfills the *mitzva* and does not have to relight them (see S'fat Emet, Shabbat 21b). Some understand that while one has to relight them, he might still have fulfilled the *mitzva* beforehand, as evidenced by the *machmirim* (including the Pri Megadim) who say that when relighting, one should not make a *beracha* (see Minchat Shlomo II, 51).

Some say that while even intentional extinguishing may not uproot retroactively the *mitzva* that was ostensibly fulfilled at the time of lighting, it is qualitatively worse when one lit with the intention to extinguish them within the half hour. Minchat Shlomo (ibid.) compares it to one who physically performs a *mitzva* but has in mind not to fulfill the *mitzva*. Others compare it to not having enough oil (see Divrei Sofrim, Chanuka p. 126). Several grounds upon which to say that one fulfills the *mitzva* include the following (see Nitei Gavriel, Chanuka, Shut 1). Not all distinguish based on the original intention; there may be conflicting opinions in the *gemara* (Shabbat 21b) on whether there is a minimum time for the candles to be lit, especially if we light inside. These points are particularly important when there are no alternatives (see ibid.).

The point, though, is that you have many potential alternatives. We will start with the more technical. 1) Arrange a "flame-sitter" for the remaining needed time. 2) If (for you to determine) you can safely leave lit candles (at least one), you almost certainly fulfill the *mitzva* and definitely if they are visible by others. 3) Light the candles outside that night. 4) Light when you come home – in many places, 10 PM is valid for lighting candles, due to late traffic nowadays. Even if it is too late for public *pirsumei nisa*, most *poskim* (see Mishna Berura 672:11; Living the Halachic Process IV, D-7) allow lighting when you come home with a *beracha* for people who light inside. There are clear preferences to lighting at the standard time, for a few reasons, (*z'rizin...*; opinions that afterwards it is too late; issues with eating before lighting – see Mishna Berura 672:10). However, it is more important to embrace the greater chance to fulfill the *mitzva* later than to light at the correct time and plan to extinguish it early. (The halachically creative can contemplate plans of action that include "fancy footwork," which likely include positive and negative halachic consequences. This is not the proper forum to specify or analyze them.)

"Behind the Scenes" Zoom shiur

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 **SEND NOW!**



Igrot HaRe'aya - Letters of Rav Kook

A Public Letter on Observance of *Shemitta* – #287 – part I

Date and Place: 4 Nisan 5670 (1910), Yafo

Recipient and Background: This letter for the public was apparently published in the newspaper “Hacherut” on 4 Nisan 5760 (halfway through the *Shemitta* year). As is clear from the letter, Rav Kook became aware of farmers who “took liberties” that his rulings forbade, and there was concern this would continue or increase over the spring/summer.

Body: Beloved, respected brothers! I feel an obligation to express something to you about the way the obligations of *Shemitta* should be handled this year, which by tradition is the *Shemitta* year.

There is no need to make pronouncements about what you already know – due to the difficult situation, for quite some time, rabbinic leaders who are beloved by the nation and love it with their whole soul, worked hard and agreed to push themselves into a very small space (i.e., a difficult leniency) based on the correct approach to Torah that gives [great weight] to the need to protect the dear Yishuv. This is the way Israel approaches rendering rulings in the case of hugely important need, in this case giving rise to the customary system that uproots the laws by means of the sale of the land. True, many and great rabbis, some of the greatest Torah scholars, who also excel at holy fear of Hashem and are well respected, criticized those who gave this lenient ruling. However, just like those who rule strictly, those who rule leniently do so with a pure heart with intention to act for the “sake of Heaven,” for the benefit of the nation and the Land. They act with authority, and it is appropriate for them to act according to the holy path they believe in.

Those great rabbis who took the yoke of this ruling on their shoulders drew the line in a manner that we should distance ourselves as well as we can from violations of Torah-level law. In other words, the leniency is arranged to apply only to those actions for which there are strong grounds to believe that their obligation is of a Rabbinic level; only in such matters, difficult situations warrant us to uproot the laws based on the system of selling the fields.

If we embrace this approach of the righteous, as the great majority of people in the Yishuv have done, then we will maintain the *mitzva* in the form that it existed [based only] on Torah law, and our offspring will not forget the existence of the *mitzva*. According to the degree the Yishuv in the Holy Land will expand, the situation can increasingly improve in regard to the sanctity of *Shemitta* as well, for the benefit of our nation and holy land, as well as the comfort of the spirit and [national] pride, until we reach the point when a new light, of redemption, will spread over Zion.

With this perspective, we should know how bad and bitter are the actions of individuals, who act without proper thought, to remove all guardrails and violate the rules with which the leniency was formulated. They desecrate the sanctity of *Shemitta* by means of actions that are forbidden by Torah-level law, which we did not include in the lenient ruling that accompanies the selling of the Land. These people are ruining the whole arrangement, which is a bad disservice for our Yishuv, the “young nursing baby” that requires so much care and supervision. This is because people start saying that the Yishuv as a whole tramples matters of sanctity and that matters of religion, Torah and *mitzvot* are discarded. When such irresponsible behavior spreads, Heaven forbid, it perforce increases the inclination of all rabbinic leaders to disallow support for the leniency of removing the sanctity and fight to implement the standard laws of *Shemitta*. How can we expect them to see that under the guise of a leniency based on uprooting, a system that was undertaken with concern and carefulness, large abuses that disrespect the Torah unabashedly exist? Understand how serious this is, considering how unfeasible it is for the Yishuv to survive without the leniency, which must be done according to the law by expert rabbis who are known for Torah and fear of Hashem.

We will continue next time.

We daven for a complete and speedy refuah for:

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Neta bat Malka
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P'ninat Mishpat

Overpaying Rent by One of the Roommates – part II

(based on ruling 84001 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The original plaintiff (=p1) and three friends (p2-4) were still renting an apartment from the defendant (=def) in the final year of six years that def rented to a changing group of women. [Last time we dealt with p1's claim of overpaying]. Def demands reimbursement from p1-4 for the painting of the apartment he had done after their refusal. Also, the fact they did not paint or enable def to finish painting before the next renters scheduled rental caused them to back out; def demands compensation for that loss. P1-4 counter that since they entered the apartment when it was not freshly painted, they were not required to paint.

Ruling: The contract states that p1-4 must paint it before returning it. Nevertheless, p1-4 argue that since the contract also says that they received the apartment painted, since this is false, they are not bound by the clause to paint. This argument is wrong on several grounds. For one, generally, if one signs that he attests to the proper condition of an apartment, he accepts the consequences of the situation when it were true, even if it is not objectively so. In other words, p1-4 could not have complained about the apartment's state after signing such a clause. It does not include a concession of the landlord that they can return it in the same form.

Also, in this case, the rental was effectively a six-year rental with a group of women (the group's makeup partially changed sporadically). The rental started with a freshly painted apartment, and must end, based on the contract, with a freshly painted apartment. If p1-4 wanted to treat each (yearly) renewal of the contract as a new rental, they should have painted it themselves every year. The fact that they decided not to should not deny def the proper return of the apartment. Although p1-4 argued that the responsibility should be equally assumed by all the renters over the years, if those who stayed in the apartment or entered it did not demand that those leaving leave money for the painting, that was their decision. Therefore, p1-4 must pay for the painting.

Def claimed 7,000 NIS for the painting, which is what he paid a professional painter. Beit din awarded only 3,000 NIS, corresponding to the expense of a non-professional job. The contract does not say that the painting must be professional, and def implied in the hearing that p1-4 could have done it themselves. Since def led p1-4 to believe that he was letting them get away with not painting and did not inform them that he would sue, he had no right to spend more on what turns out to be their account than they would have had to spend themselves.

Def cannot charge p1-4 for the loss of his renters. There is no evidence that p1-4's behavior directly caused the new renters to not take the apartment. Indications are that the renters decided to back out of the agreement because of the quality of the apartment (as def blamed p1-4 for *lashon hara* about it), and the new renters were unlikely allowed to back out. If def decided to let them "off the hook," he cannot obligate p1-4 in their place.

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