



HEMDAT YAMIM

חֶמְדָּה יָמִימִים

Parashat Hashavua

Tetzaveh, Adar 8, 5785

Harav Shaul Israeli zt"l
Founder and President

Gold, Silver, Precious Stones – Closeness to Hashem (part II)

Harav Yosef Carmel

Last week we focused on a *pasuk* in Mishlei: “There is gold and a multitude of pearls, but the lips of knowledge are the precious vessel” (20:15). How is it possible to place gold and silver on the other side of an equation from wisdom?

The *midrash* (Vayikra Rabba 1:6) informs us that what is behind the scenes of this contrast is the populace of Bnei Yisrael and its heads of tribes, in contrast to *Moshe Rabbeinu*. Moshe was sad that he had not contributed to the project of the *Mishkan* (“there is gold”) and Hashem reassured him that the wisdom Moshe spoke to the people (“lips of knowledge”) were more precious (Vayikra Rabba, Vayikra 1:6). We saw from the root of *da’at*’s first appearance in *Tanach* that it refers to very close relationships. When it is done properly, these relationships epitomize the relationship with Hashem.

Moshe’s mouth and his ability to speak occupy a major place in the events at the burning bush, at which the main issue discussed was the liberation of Israel. This liberation can also be called the wedding between the Divine Presence and *Am Yisrael*, which took place at Sinai (betrothal) and the entrance to the Land (marriage). Moshe described himself as incapable of proper speech (“heavy mouth and tongue” – Shemot 4:10). Elsewhere he complained of ineffective lips (ibid. 6:12). Hashem answered that He is the one who provides a mouth for all people and that He would “be with” Moshe’s mouth (ibid. 4: 1-12). The implication that it is as if they share a mouth is startling, and such mutuality between the One G-d and the greatest man comes up elsewhere – after the sin of the Golden Calf, with them speaking “face to face” (ibid. 33:11), and generally their speaking “mouth to mouth” (Bamidbar 12:8).

Therefore, the concept of *siftei da’at* (the lips of knowledge) has a special significance. It is not surprising then that the most holy of all songs, Shir Hashirim, starts with the relationship between Hashem and His nation being described as “He shall kiss me with the kiss of His lips” (1:2).

The task of the *Mishkan* and later the *Mikdash* was to be a platform for the closeness between the two “beloveds,” and it was the *kohanim*’s job to ensure this. This job was set in our memory with the end of the prophecy in the *Nevi’im*: “For the lips of a *kohen* will guard *da’at*” (Malachi 2:7).

However, this does not always work out. Hoshea dedicates a few *p’sukim* (4:6-8) to excoriate certain bad *kohanim*, the sons of Eili, who were responsible for the destruction of the *Mishkan* in Shilo, as they used it as a means to enrich themselves and accumulate gold, silver and precious stones, which they preferred over *da’at*. They encouraged sins, as that would bring people to give sacrifices (*chatat*) from which they took parts. This removed the Divine Presence from the *Mishkan* and prophecy from among the *kohanim*.

Next week we will continue with the lessons of the expression *siftei da’at*.

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Ask the Rabbi

by Rav Daniel Mann

Purim Meshulash

Question: Could you please review some of the rules and rationale of the practices of Purim Meshulash (Triple Purim) in Yerushalayim? [This is a re-edited repeat from decades ago.]

Answer: When the fifteenth of Adar, celebrated as Purim in cities that were walled at the time of Yehoshua (notably including Yerushalayim), falls on Shabbat, when some of the *mitzvot* of Purim are inappropriate, the various *mitzvot* of the day are spread over three days, as we will explain. We will start conceptually and then review day-by-day activities.

Even in such a year, conceptually, the main day of “Shushan Purim” is still 15 Adar, even though it is the least “eventful” of the days. Therefore, matters that are connected directly to *tefilla*, and are not problematic on Shabbat, are done on Shabbat. This includes reading the story of the battle of Amalek (the last 9 *p’sukim* of Beshalach) as *maftir* and the special *haftara* and reciting *Al HaNissim* in *Shemoneh Esrei* and *Birkat HaMazon*.

Megillat Esther is not read on Shabbat for one of two reasons (Megilla 4b). Rabba says that it is out of fear that someone will carry the *megilla* in the public domain and thus desecrate Shabbat. Rav Yosef says it is because at the time of the *megilla* reading, poor people look forward to receiving charity, which they cannot do on Shabbat. As the rule is that *Megillat Esther* is never read later than the fifteenth of Adar (based on the words, “and they shall not pass,” see Megilla 2a) the reading is pushed forward to Friday, 14 Adar. One who is celebrating *Purim Meshulash* should be extra careful to hear the *megilla* with a *minyan* in such a year (Mishna Berura 690:61), as when *megilla* is read early, it requires a *minyan*.

Matanot la’evyonim (presents to the poor) follow suit and are given on Friday (Shulchan Aruch, Orach Chayim 688:6). After all, according to Rav Yosef, that was the reason to read the *megilla* early, and even Rabba must accept some level of linkage between reading the *megilla* and giving *matanot la’evyonim* (see Megilla 4b).

The *seuda* (festive meal) is held on Sunday, 16 Adar, according to most authorities (Shulchan Aruch *ibid.*). The Yerushalmi (Megilla 1:4) learns that it is not held on Shabbat because it must be a *seuda* whose obligation can be attributed only to *Chazal’s* decision at the time of Mordechai and Esther. On Shabbat, of course, there is a *mitzva* to have a festive meal irrespective of Purim. Therefore, it says to delay the *seuda*. There are opinions that one can/should have a Purim meal on Shabbat, and so some make an effort to have more food and wine than usual at the Shabbat-day meal (*Purim Meshulash* (Diblitzi) 5:11). At the Sunday meal, *Al HaNissim* is not recited, at least not in the body of *Birkat HaMazon* (see *Mikraei Kodesh*, (Harari) *Purim* 15:(34) in the name of Rav Yisraeli).

The *mitzva* of *mishlo’ach manot* (presenting foods to a friend) is apparently linked to the Purim *seuda*, and thus we give them on Sunday (Mishna Berura 688:18). Those who want to be have a Purim *seuda* on Shabbat (see above) can attempt to fulfill *mishlo’ach manot* as well by giving to a neighbor or having a guest at the meal.

Visitors to Yerushalayim over Shabbat (even if they celebrated a full Purim on Friday) are obligated (according to most authorities - see *Mikraei Kodesh* *ibid.* 15:30) to do the *mitzvot* of both Shabbat and Sunday (wherever they are on Sunday) even if they leave Yerushalayim soon after Shabbat. This is because the obligations of Sunday are *tashlumin* (a make-up date) for what ideally should have been done on Shabbat (*Purim Meshulash* 8:15). (One should give the *mishlo’ach manot* to one who is obligated in the *mitzvot* of Sunday). Based on the same logic, one who comes to Yerushalayim after Shabbat is not obligated (*ibid.*).

“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

Shemitta Work at Israel National Fund Land – #304

Date and Place: 3 Sivan 5670 (1910), Yafo

Recipient and Background: Dr. Feichtwanger, who was apparently an official in the World Zionist Organization.

Body: I received your letter and am honored to tell you that the immoral matter of work being done on Israel National Fund land [during *Shemitta*] is just what they are doing of their own volition. They did not ask any question of which types of work may be done by a Jew, based on the sale of the land, and which types of work may only be done by a non-Jew. They did not present me with the facts of the matter at all, so that I could determine which things are so pressing that they cannot wait until next year and which things will not cause serious loss to the Yishuv if they wait until the non-holy, next year.

Realize that we have not allowed at all to plant new vegetation. There are only a small handful of exceptions, which involve unusually large loss, where we allowed non-Jews to plant, in addition to other known halachic reasons for leniency. All of this applies when parties come to ask halachic authorities, but when they treat *Shemitta* like any other year, without asking for the instruction of a religious authority, it desecrates the holy Torah regarding national property in the Holy Land. We must protest this with all our might, and whoever possesses sensitivity for the honor of our nation should accept our call.

Requesting Limitations on Shemitta Stringency – #305

Date and Place: 5 Sivan 5670 (1910), Yafo

Recipient and Background: Rav Yaakov David Wilovsky (Ridbaz), a leading rabbi who moved to *Eretz Yisrael* and was known, among other things, as a strong opponent of leniencies on *Shemitta*.

Body: I find it necessary to seek out my dear, illustrious colleague, when I heard that there are now those who cast aspersions on the produce of the vineyards and fields of the *moshavim* that have been sold to a non-Jew due to the restrictions of “the sanctity of *Shemitta* produce.” This will take away the meager livelihood of the members of the *moshavim*. Many of them are destitute, and they are looking toward the price they will get for the fruit to sustain them and the children who depend on them.

Regarding [the halachic status of] the fruit, there are not really halachic grounds to cast aspersions. Even according to the Mabit’s opinion, which is stringent regarding the sanctity of the fruit of a non-Jew during *Shemitta*, it is permitted to use them commercially, and the money spent to acquire them does not have sanctity of *Shemitta* (see Shut Maharit (the Mabit’s son) 43).

In the sale of the land, we have included renting it and including in the price non-*Shemitta* things, so that if there are questions about the sale because of the law of the land, then rental will work regarding the fruit even if it does not work for allowing working the land. Since in previous *Shemitta* years, in the lives of the great Rav Y.L. Diskin, Rav S. Salant, and my father-in-law, there were no new stringencies, it is improper to make new ones now and impoverish families of our brethren, which would raise great fears of major problems.

Therefore, I request of my beloved friend to please inform the members of the rabbinical court to not do anything new, and allow the people to rely on the halachic opinions upon which they relied in the past. This would promote the *mitzva* of increasing peace in Israel and preventing enmity and other things that we can’t even know in advance. I will rely on our warm relationship that you will act to do the right thing with full power, and Hashem will be with you to bring you success, along with the blessing of the multitude.

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

Itamar Chaim ben Tzipora

Nir Rephael ben Rachel Bracha

Arye Yitzchak ben Geula Miriam

Neta bat Malka

Ori Leah bat Chaya Temima

Tal Shaul ben Yaffa

Meira bat Esther

Together with all *cholei* Yisrael

P'ninat Mishpat

Did the Real Estate Agent Remain Relevant?

(based on ruling 84031 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiff (=pl), a real estate agent, showed an apartment (=apt) to the defendant (=def), which he eventually bought for 3,950,000 NIS. At the time def signed the agent's contract for apt, pl had exclusive marketing rights from the seller (=sel). After weeks of serious consideration, def refused to commit until an expert would see apt. In the meantime, sel rented it out to someone who made a condition that no buyers could enter apt for eight months. A few weeks after the eight months, def bought apt without informing pl. After pl found out, he demanded 2% of the sales price from def, per the contract. Def cites the following claims to exempt him from paying pl: Because pl was not forthcoming in doing her job, def brought in a different agent, whom he paid; the second one was the effective agent. Def signed with pl only because her exclusive status made it necessary. Also, pl had quoted a price of 3,850,000 NIS, so that due to the amount of time that went by and the different price, this was a new purchase, not covered by the old agreement (realtors' exclusive status is limited by law to six months). The contract was signed without a price for apt, which pl inserted immorally after def's purchase; this makes the contract non-binding. At the most, since pl did not finish the job (pl did not contact def after the eight months), she should get only partial payment.

Ruling: Def's claim of pl's ineffective work is rejected. Much of the complaints were about delay before seeing apt, which is when the contract was signed. Since def signed the contract after experiencing the "ineffectiveness," these cannot be grounds. The delays reported afterward are unproven and/or inconsequential. Even sources that allow dismissing an ineffective agent (see Chatam Sofer to Choshen Mishpat 87:39) do so only after warning, and def did not claim to have given warning.

The passage of time and modest change in price are also not grounds for exemption. Neither the contract nor the law set a time limit from introduction to the property until the purchase. Only if so much time had gone by that the idea had been forgotten could we say that the agent was no longer the effective agent (see Igrot Moshe, CM 1:49). In this case, the passage of time was on technical grounds (demands of the renter). The expiration of the exclusive status with sel does not impact on def's obligations to pl. The change in price does not fundamentally alter the deal, as prices generally went up during this time. The (unproven) prospect of there not having been a list price, while a requirement for realtor contracts, would not undo pl's rights since def admits he was informed about the realistic price range.

The claim that def employed a different agent is not impactful either. By contract, def was not allowed to bring in someone else without notifying pl. The contract also states that def would be fully obligated even if pl's services were limited to the initial stage, which is often the case. While if pl had refused to do further work, she would have been in breach of contract, def did not ask her to do anything that she refused to do.

Therefore, def must pay pl in full.

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