



Parashat Hashavua

Shemini, Nissan 28, 5785

Harav Shaul Israeli zt"l
Founder and President

Two Sides to a Coin

Harav Yosef Carmel

Every coin has two sides, and any attempt to paint the spiritual, or even the physical, world in black and white is wrong and deceitful. We have seen this since this war broke out. So much death, the pain of the wounded, the distress of hostages and their families, months of dislocation for people living near the borders, and so much anti-Semitism in many places on the globe. On the other hand, so much bravery, volunteerism, desire for unity, so many miracles, and searching for a connection with Hashem.

One of the root causes of dispute is the complete confidence of each participant that he is correct, without leaving room for the opinion of the other. Upon honest investigation, we can see that the most convincing explanations of one's approach can serve as a reason for the other side, under altered circumstances.

We will demonstrate this through the Malbim on the beginning of our *parasha*. Moshe instructed Aharon as follows, before the inauguration of the *Mishkan*: "Take a calf son of cattle for a sin-offering" (Vayikra 9:2). This is the only mention in *Tanach* of "calf son of cattle," and it clearly hints at the sin of the Golden Calf. Bnei Yisrael were also to sacrifice at that time *se'ir izim* (a young goat) for a sin-offering and an unblemished calf and sheep, each a year old, as a burnt-offering (ibid. 3). While the *pasuk's* simple reading is that the calf is for a burnt-offering, the Sifra (Shemini 3) reads the *pasuk* creatively, as the goat also being a sin-offering, for the "matter of the goat," along with the calf coming to atone for the "matter of the calf."

The matter of the goat is clearly a reference to the coverup for the sale of Yosef, where Yosef's cloak was dipped into the blood of a slaughtered goat (Bereishit 37:31). The Malbim presented three complicated readings and explanations for the connection between the words and ideas and between the two sins that needed atonement. We will discuss one of his explanations.

When the brothers tried to justify their sale of Yosef, they claimed that they knew prophetically that Yerovam, the king who descended from Yosef, was going to cause the people to sin with statues of calves he erected in his seceding kingdom. They saw this as the result of Yaakov's preferential treatment of Yosef. To prevent this spiritual disaster, they sought to remove Yosef from among the family and prevent the fulfillment of his dreams. However, hundreds of years later, when Bnei Yisrael sinned anyway with a Golden Calf, Heavenly justice convicted them not just on the present sin but retroactively on the treatment of Yosef, whose "justification" proved to be hollow. It was impossible to inaugurate the *Mishkan* before Aharon, a descendant of Levi, who initiated the betrayal of Yosef, would bring a calf as a sin-offering and the people would bring a calf and a young goat as a sin-offering. The brothers' legitimization became reason for further guilt.

We learn from this two principles: 1) Always consider the long-term ramifications of one's actions. 2) Taking strong steps and forcing them on others can exacerbate the ramifications.

Hemdat Yamim is dedicated to the memory of Eretz Hemdah's beloved friends and Members of Eretz Hemdah's Amutah:

Rav Moshe Ehrenreich zt"l Nissan 1, 5785

Rav Shlomo Merzel z"l Iyar 10, 5771	Rav Yisrael Rozen z"l Cheshvan 13, 5778	Mr. Moshe Wasserzug z"l Tishrei 20, 5781	Rav Reuven & Chaya Leah Aberman z"l Tishrei 9, 5776 / Tishrei 20, 5782	Prof. Yisrael Aharoni z"l Kislev 14, 5773
R' Yaakov ben Abraham & Aisha and Chana bat Yaish & Simcha Sebbag z"l	R' Yitzchak Zev & Naomi Tarshansky z"l Adar 28, 5781/ Adar II 14, 5784	Mr. Shmuel & Rivka Brandman z"l Tevet 16 5783/ Iyar 8, 5781	R' Meir ben Yechezkel Shraga Brachfeld z"l & Mrs. Sara Brachfeld z"l Tevet 16, 5780	
Rabbi Dr. Jerry Hochbaum z"l Adar II 17, 5782	Rav Asher & Susan Wasserteil z"l Kislev 9 / Elul 5780	R' Abraham & Gitta Klein z"l Iyar 18 / Av 4	R' Benzion Grossman z"l Tamuz 23, 5777	
R' Eliyahu Carmel z"l Rav Carmel's father Iyar 8, 5776	Mr. Shmuel & Esther Shemesh z"l Sivan 17 / Av 20	Mrs. Leah Meyer z"l Nisan 27, 5782	Mrs. Julia Koschitzky z"l Adar II 18, 5782	Rav Moshe Zvi (Milton) Polin z"l Tammuz 19, 5778
Mr. Zelig & Mrs. Sara Wengrowsky z"l Tevet 25 5782 / Tamuz 10 5774			Nina Moinester, z"l, Nechama Osna bat Yitzhak Aharon & Doba z"l Av 30, 5781	

Hemdat Yamim is endowed by Les z"l & Ethel Sutker of Chicago, Illinois,
in loving memory of Max and Mary Sutker & Louis and Lillian Klein z"l

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.
amutah number 580120780

**American Friends
of Eretz Hemdah Institutions**
c/o Olympian, 8 South Michigan Ave.,
Ste. 605, Chicago, IL 60603, USA
Our Taxpayer ID #: 36-4265359

www.eretzhemdah.org info@eretzhemdah.org
Donations are tax deductible according to section 46 of the Israeli tax code

Ask the Rabbi

by Rav Daniel Mann

Anonymous Return of Stolen Money

Question: Some time back, I stole \$15,000 from my father, and now I feel terrible about it and want to return it. However, I am embarrassed and afraid to return the money to his face because he may never forgive me. Is it okay to find a way to return the money without him knowing what happened? (I do not think he knows the money was stolen.)

Answer: It is good that you not only regret what you did but want to make amends properly. Given that there are many unknown pertinent factors (to us and even to you), we will provide general rules and ideas. You can decide yourself or ask us or others for further advice.

The *gemara* (Bava Kama 118a-b) brings opinions and distinctions on the level of awareness the victim needs for the return to remove the thief's culpability. We now present the Shulchan Aruch's (Choshen Mishpat 355:1) summary regarding inanimate objects, which we will call money. If the victim knew money was stolen, he must become aware it was returned, although the realization need not come at the time of return. If the victim was unaware the money was stolen, it is enough return it to his possession without any knowledge [but in a way that he will get to use it].

There are different opinions whether the victim's knowledge of the theft means that he saw the thief taking it (Rashba, Bava Kama ibid., who says he then has to remove the victim's grievance) or just that he became aware (Ra'avad, ibid.). The Shulchan Aruch's language implies that general knowledge suffices. However, it is unclear how to view a case when one notices he cannot find money but considers many possibilities – it was stolen; it was lost; he misremembered how much there was; or it will show up soon. In your case, you are unsure what your father knows/suspects. It is at least proper, if not required, for your father to become aware that he has more money at his disposal than he thought he had prior to the return, and this would fulfill your basic obligation.

Let us now put things in broader moral perspective. A main discussion in the halachic sources is on whether if the questionably returned object gets lost, the thief is still obligated. This is likely linked to when one fulfills the positive *mitzva* to return the stolen object (Vayikra 5:23), which significantly weakens the theft's stain and consequences (see Makkot 16a). Indeed, one cannot get atonement for repenting on sins between man and man without rectifying the wrong to the extent possible, e.g., by returning what was stolen (Rambam, Teshuva 2:9). One must also appease a victim over the hurt (practical and/or emotional) caused by the sin (ibid.). Regarding theft, if one takes something and returns it five minutes later without the owner's knowledge, there is no hurt. If someone has \$15,000 stolen for years, he might have lost opportunities when it was needed, and/or spent unpleasant time looking for it and worrying, and/or have been upset wondering if someone stole it, who, and why, etc. Therefore, it behooves the thief to ask explicitly for forgiveness.

However, we accept Rav Yisrael Salanter's premise (see Living the Halachic Process I, H-5) that an atonement seeker must not cause the victim additional pain in the process. On the one hand, \$15,000 in cash just appearing could raise confusion, suspicions, and sometimes technical problems. It might work to "admit it anonymously" (e.g., by hiring a lawyer to give the money without divulging your identity; sending an anonymous email on where to find the money) along with a heartfelt request for forgiveness. Hiding your identity even due to embarrassment is justifiable, especially if it makes it more likely for you to act promptly (see Gittin 55a; Shulchan Aruch Harav, CM, Gezeila 8). Considering how much upset knowing that any confidante robbed him will cause and whether he will suspect someone else, other alternatives may be better. (Giving extra *tzedaka* is anyway recommended.) *B'hatzlacha* in choosing the best way to rectify your stumble; hopefully your father's *nachas* from you will bring great rectification.

"Behind the Scenes" Zoom shiur

Eretz Hemdah is offering the readership to join in Rabbi Mann's weekly Zoom sessions, analyzing with him the sources and thought process behind past and future responses. Email us at info@erezhemdah.org to sign up (free) or for more information on joining the group.

Do not hesitate to ask any question about Jewish life, Jewish tradition or Jewish law.

► [SEND NOW!](#)



Igrot HaRe'aya - Letters of Rav Kook

Adding Elements to Strengthen the *Heter Mechira* – #313

Date and Place: 21 Sivan 5670 (1910), Yafo

Recipient and Background: Rav Chaim Berlin. Rav Berlin was at this time the Chief Rabbi of Yerushalayim. Rav Berlin was the oldest son of the Netziv, Rav Kook's rosh yeshiva in Volozhin. (The Netziv opposed the *Heter Mechira* because it is forbidden to sell parts of *Eretz Yisrael* to non-Jews.)

Body: I must inform you, esteemed scholar, what I was planning to do from the outset regarding the general sale of the land of the Jewish community of *Eretz Yisrael* to undo the obligations of *Shemitta*. I decided to do it in a way that fulfills the maximum number of opinions. Therefore, I came up with seals, that have engraved upon them that the price [of the produce] during *Shemitta* shall be just for the equipment used and for the toil (not for the produce's value). This removes from the money paid the sanctity of *Shemitta* and makes the commerce done with them, as one in which the value of *Shemitta* produce is swallowed up.

I informed all who discussed these matters with me that I wanted to prepare forms of *hefker* (revoking ownership), so that each [farmer] should relinquish ownership of any produce in his field that might have *Shemitta* status and transfer its control to a rabbinical court. Then, the court would formally appoint the farmers to represent them in doing whatever is necessary to sell the produce in a permitted manner, i.e., by receiving the value of the equipment and their toil.

It is just that from the outset I agreed that since the sale of the land has a halachic basis, to the extent that in other *Shemitta* years people relied upon the sale without other factors, we do not have to be exacting regarding the price the farmers take for the equipment and toil, since it is explicitly stated that the money is not for the produce. We should not pressure the people of the agricultural settlements [in manners that were not done during previous *Shemitta* years], as they already have the pressure of difficult financial standing – may Hashem elevate their prospects.

However, due to the tumult raised by criticism [of the sale], some of my ideas may now be more difficult to carry out. Still, it is my hope that a lot will be improved by means of this halachically preferable system, even though it is a new idea that was not employed in the past. If we speak to [the farmers] peacefully, they will do whatever we ask of them, as long as they will not be damaged in terms of finance or respect on this matter that is at the heart of their basic sustenance. [It is different when people] cast aspersions on the polished and accepted leniency, which is broadly destructive to all of them, and [tries to] takes away their basic ability to live. It is not surprising that they are compelled to stand up for their lives, the lives of their household (as their children ask for bread) and for the life of the Yishuv. [We] hope for a future in which the Yishuv will expand until Hashem will bring the light of a full salvation on His Name and lot, may it come speedily.

I think that the documents of *hefker* and authorization of our *beit din* that are being arranged, as I originally wanted, will bring peace within the rabbinical leadership, and there will be no further aspersions on using the *moshavot's* produce that are brought to Yerushalayim. (Ed. note – it is unclear to me if Rav Kook refers only to fruit or even to vegetables and grains). How great is the pain that the criticism caused to our hearts and all the hearts of those who fear Hashem and love His Torah! It did not have to be, if people had asked me how I planned to go about [marketing the produce]. It is my main goal to fulfill as many opinions as possible and to also be concerned for the money of Israel, as well as to bringing peace between the Torah scholars of the Holy Land.

I hope that the illustrious *rav*, in his piety and pure heart, will express his opinion for the sake of peace and the welfare of the Jewish community. May his words be accepted willfully by all those who fear Hashem and care about His Name and thereby stop the fighting, so peace can dwell among the Holy Land's scholars.

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

Itamar Chaim ben Tzipora

Nir Rephael ben Rachel Bracha

Arye Yitzchak ben Geula Miriam

Tal Shaul ben Yaffa

Ori Leah bat Chaya Temima

Neta bat Malka

Meira bat Esther

Together with all *cholei Yisrael*

P'ninat Mishpat

Rental of an Apartment that Was Not Quite Ready – part I

(based on ruling 82031 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiffs (=pl) rented out an apartment in a *yishuv* to the defendants (=def) (for what ended up being fifteen months) just as its building was being completed. Def entered it in Aug. 2021, before there was a *tofes 4* (certificate of occupancy); the permanent electric system was not hooked up, and there were no air conditioners. They signed an undated contract, which stated a price of 5,000 NIS monthly. Orally, def agreed to make a temporary electric connection and install air conditioners, for which they would be compensated; def would not pay rent before Sept. The circumstances of the apartment's state at the beginning of the rental spawned various disputes. [We will deal with them in installments.] Pl claim that the rental fee is 6,250 NIS per month and that 5,000 NIS was written to reflect pl's reimbursement for pl's spending 11,900 NIS on air conditioners, so that def owe 3,000 NIS for the first year. Def claim they are exempt from payment until the apartment had a *tofes 4* and proper electricity, as they claim was agreed orally. The logic of free use of the apartment is that the electric hookup def did also helped pl.

Ruling: After the sides agreed orally, there were multiple elements that (might have) served as a *kinyan*. Paying for the rental is a *kinyan* (Shulchan Aruch, Choshen Mishpat 190:1), and many *poskim* say that giving checks (which def did) counts as money. The signed contract is a *kinyan* at least as *situmta* (see ibid. 201:2), even if the contract does not contain a date (see ibid. 317:2). Use of the property is also a *kinyan* (ibid. 195:9). Once there is a *kinyan*, the assumption is that rent is due until proven that it was supposed to be for free. The fact that there was no *tofes 4* does not preclude a real rental because communications between the sides show that def was aware that there was not going to be one in the beginning and that it was not clear when there would be one. It is also noteworthy that def first brought up this claim only several months after they entered the apartment and some payments were already made.

According to def there was explicit agreement not to pay rent until permanent electricity was installed, and such an agreement can be valid, but pl denies this. Usually in such cases, we say that the one who wants to extract payment (in this case, pl, since he wants payment for rental from def) must bring proof. However, since there was a relationship in practice of renting (i.e., def actually lived there with pl's permission), to claim that a condition exists to exempt natural payment requires proof (see Shut Harashba I:972; K'tzot Hachoshen 251:1).

Although the rental contract is undated, this does not invalidate the contract. We can also deduce that def considers the contract as valid from the fact that they used it to support some of their claims. As far as from when to apply the contract, naturally this would be when def started living there. In this case, pl admits that it started a few days later, in the beginning of Sept. 2021.

We continue next time.

Comments or questions regarding articles can be sent to:

info@erezhemdah.org

Eretz Hemdah is the premier institution for training young rabbis to take the Israeli Rabbinates' rigorous Yadin Yadin examinations. **Eretz Hemdah**, with its distinctive blend of Religious Zionist philosophy and scholarship combined with community service, ensures that its graduates emerge with the finest training, the noblest motivations resulting in an exceptionally strong connection to Jewish communities worldwide.