



HEMDAT YAMIM

חֵמְדַּת יָמִימִים

Parashat Hashavua Vayigash, Tevet 7, 5786

Harav Shaul Israeli zt"l
Founder and President

Neither Menashe Nor Yerachme'el
Harav Yosef Carmel

Menashe, Yosef's firstborn, is mentioned before his younger brother, Ephrayim, in the first half of our *parasha* (Bereishit 46:20; 48:1). In the second half, Ephrayim consistently precedes Menashe (48:13, 20). When Ya'akov blessed Yosef's sons, he placed his right hand on Ephrayim's head, even as Menashe stood by his grandfather's right side. Ephrayim received his inheritance in the primary section of *Eretz Yisrael*, whereas half of Menashe's tribe was pushed eastward of the Jordan. What underlies this process?

Another intriguing pattern occurs with Yehuda's sons. Peretz, Yehuda's firstborn from Tamar, appears in our *parasha* among those who descended to Egypt, along with his firstborn, Hetzron (46:12). Peretz is the patriarch of the royal dynasty (*Mashiach* is called "son of Peretz"). Yet *Divrei Hayamim* reveals a surprise: Hetzron had three sons—Yerachme'el, Ram, and Kluvai (I, 2:9), and David descended from Ram, the second son, not Yerachme'el (2:10-15). Thus, the phenomenon of leadership not coming from the firstborn occurred in both families.

The struggle for leadership continued into the next generation. Menashe and Ephrayim enjoyed noble status in Egypt through Yosef's position, while Yehuda's sons claimed leadership as descendants of the brothers' leader who took responsibility for Benjamin. Both claimants' statuses were influenced by their wives' identities, as marriage often was a tool in the pursuit of status.

Divrei Hayamim reveals that Menashe had two wives. According to the *Metzudot's* explanation of a cryptic *pasuk* (I, 7:14), Menashe married a proper Jewish woman but then took an Aramean concubine during a war of conquest. As taking a concubine is proper only for kings (Rambam, *Melachim* 4:4), he declared himself a king and created international diplomatic ties with Arameans. This marriage to a foreign princess for political purposes disqualified him from leadership and firstborn status. However, since he also married a proper woman, he lost his status only partially, and her descendants received inheritance in *Eretz Yisrael* proper. Those from his Aramean concubine were pushed east of the Jordan.

Similar events occurred in Yehuda's family: "Yerachme'el had another wife, and her name was Atara; she was the mother of Onam" (*Divrei Hayamim* I 2:26). The term "another wife" hints at a serious problem, resembling the *navi's* use of this phrase regarding Yiftach's mother (*Shoftim* 11:2). According to the *Yerushalmi* (*Sanhedrin* 2:3), Yerachme'el married a non-Jewish woman to adorn himself with her crown. Atara was a high-ranking Egyptian princess. Yerachme'el thought this marriage would secure his status of nobility, but the result was the opposite, as with Menashe's concubine.

These episodes teach that moral missteps disqualify one from leadership. Both cases occurred before the giving of the Torah, yet the consequences were harsh. Since the Torah was given, "marriage" with a non-Jew is strictly forbidden. Additionally, the children of a Jewish man and non-Jewish woman are not Jewish and can only enter the Jewish covenant through full conversion. Even when the mother is Jewish and the father is not, assimilation almost certainly occurs quickly.

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Ask the Rabbi

by Rav Daniel Mann

Beracha Acharona on Cake

Question: How much cake, which has many ingredients besides flour, must I eat in order to make a *beracha acharona* (=ba)?

Answer: While any amount of food requires a *beracha rishona* (=br) before it, there is a *ba* only after eating a *k'zayit* (Shulchan Aruch, Orach Chayim 210:1). If one eats small amounts of foods with different *berachot acharonot* that combine to form a *k'zayit*, he recites the “lower *beracha*” (usually, *Borei Nefashot*) (Magen Avraham 210:1).

The question is how to view a single food made up of different ingredients. Regarding *br*, when a food significantly contains (not as filler) wheat or other flour of the “five *minim*” (=5mn) along with even a majority of foods with other *berachot*, one recites only *Mezonot* (or *Hamotzi*), which covers even the non-*Mezonot* ingredients (Shulchan Aruch, OC 208:2).

Regarding *ba*, in one place, the Shulchan Aruch (ibid.) says that the *ba* for such a food is *Al Hamichya* even if the flour is clearly a minority. In another place (ibid. 9), he writes that if there is not a *k'zayit* of flour within a *pras* (eight *k'zeitim*) of food, one recites only *Al Hamichya* on bread made from it, and if cooked, only *Borei Nefashot* rather than *Al Hamichya*. So, we see that the *ba* can be reduced due to the presence of a predominance of other ingredients. How much it is affected is disputed, as the Gra (ad loc.) says that without a *k'zayit* within a *pras* worth the *ba* is always *Borei Nefashot*. The Mishna Berura (ad loc. 47) contends that in order to make the higher *beracha*, the Shulchan Aruch requires not only a one eighth concentration but that one needs to eat a *k'zayit* worth of the 5mn flour. Conceptually, this means that a minority of flour is central enough to a complex food to control its overall identity and justify a “higher-level” *ba*, but the other foods are not subsumed enough to counts towards the *ba* of the 5mn flour.

There is significant *machloket* to what extent to limit the power of flour regarding *ba*. The Magen Avraham (208:15) says that the latter, more limiting Shulchan Aruch refers to the mixing of multiple types of grain but that other non-*Mezonot* ingredients team up with flour to reach the necessary *k'zayit*. The Chayei Adam (I, 50:21) is among those with misgivings over the Magen Avraham’s distinction. The Mishna Berura (208:48), in noting that the common practice is to recite *Al Hamichya* after a *k'zayit* of a piece of cake, even though it has less than a *k'zayit* of flour, gives the following explanation. Since “spices” (e.g., sugar, oil) are there to improve the prominent flour base, they are counted toward the *k'zayit*. Another idea is that the minimum amount of liquid needed to turn the flour into dough (but not the extra that makes it loose batter) counts toward the *k'zayit* (V’zot Haberacha, p. 236). The Chazon Ish (OC 26:8) similarly distinguishes between ingredients that are kneaded along with the flour, which count toward the *k'zayit*, and ingredients that are added after the kneading (e.g., the chocolate in *rugelach*). In the other direction, in cases where ingredients form a very distinct filling, e.g., in apple pie, it is accepted that it does not count toward the *k'zayit* (V’zot Haberacha, p. 47).

In summary, while it is unclear whether a *k'zayit* of flour is needed to call for *Al Hamichya*, common practice is that a *k'zayit* of cake (not including filling) suffices. Other factors give a boost to the practice. First, while the most accepted measure of a *k'zayit* is 27 cc. (appr. 1 fl. oz.), it may be smaller, so that there may be an actual *k'zayit* of flour in a piece that is not that much larger than a “standard *k'zayit*.” Also, Teshuvot V’hanhagot (II:133) posits that the *b’di’eved* situation favors *Al Hamichya*. He claims that since a *k'zayit* of food requires some *ba* and since cake is associated with the flour element, one would be *yotzei* with *Al Hamichya* even if *Borei Nefashot* is preferable. In contrast, if *Al Hamichya* is necessary, *Borei Nefashot* does not suffice. While eating additional cake is a logical halachic solution for the doubt, it may be unwise healthwise.

“Behind the Scenes” Zoom shiur

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Moreshet Shaul

(from the works of Hagaon Harav Shaul Yisraeli zt"l)

Introduction to *Midrash Rabba* – part I

Based on Siach Shaul, Pirkei Machshava V'Hadracha p. 121

The Torah's Oral Law has two parts: Halacha (Rabbinical scholarship's operative part) and Aggada (Rabbinic scholarship's exegetical and philosophical part).

Halacha is the formulated form of the special spirit that makes Torah special. Legal systems generally have a platform, a philosophy that justifies the laws, and from which they emanate. When we analyze the *halachot*, we can notice the special spirit of justice that form their foundation. A different worldview from that of the Torah would necessarily create a different set of laws, whose rectitude would depend on their conformity to the worldview. Indeed, some countries have laws that stand in contradiction to those of other countries. The different spirit that serves as the foundation of the countries caused these differences. The laws of Sodom were also laws. They had judges, who judged the people "justly," according to the concept of justice that they believed in.

Aggada is the internal spirit that gives life to Halacha. It is from it and upon it that Halacha was created. It is in Aggada that we find the special philosophy that makes Halacha crucial and understandable. By knowing Aggada, we can grasp the direction that Halacha provides. Through it, we can reach the same conclusions that Halacha sets. Aggada is the soul of Halacha.

One who embraces the Torah without the basis that gives it life does a great injustice. Its "letters" (a reference to a *sefer Torah* whose letters flew up to the Heaven when its parchment was burning) fly away, and it remains a matter lacking its own life. Over time, the corpus of Halacha can be corrupted, which can impact the very essence of the laws.

The spirit of the Written Law is the Oral Law, and the Oral Law's spirit is Aggada. One who separates them brings destruction on himself.

Israel accepted the Torah, and the nations of the world also accepted parts of it. However, there is a huge difference between the acceptances. The laws and statutes do not cause Israel to suffer or feel subjugated. Rather, the laws and service of Hashem give life to Israel, making us feel a "lofty freedom." In contrast, the nations of the world feel that their elements of the Torah limit them and diminish their freedom. It is a Torah of suffering, that creates an image of fear, of serving Hashem by necessity, not choice. The relationship between man and Hashem is for Israel of a son to his father, whereas for the nations, it is as a servant to his master.

The following *aggadic* Talmudic story (Avoda Zara 2b-3a) typifies this idea. In the future, the nations will complain to Hashem that He did not "hold the mountain (Sinai) over their heads" [to coerce them to accept the Torah like He did for Israel.] Hashem gave them the *mitzva* of *sukka* as a test, and then He made it very hot, so that they kicked the *sukka* and left it. This is because one cannot effectively notice the difference between Israel and the nations by means of actual performance of the *mitzvot*. The difference is noticeable when the *mitzva* is not fulfilled, such as when circumstances exempt people from it. When someone in Israel is unable to fulfill the *mitzva* of *sukka* properly, e.g., it rains on the first night, he looks up in disappointment. He concludes that apparently Hashem does not want the person to serve Him in this way and waits in pain until the weather may improve and finally allow him to perform the *mitzva*. The holding of the mountain over our heads was just to awaken the focused desire to act. Due to this, one who is prevented from performing a *mitzva* is not considered as if he performed it, which causes a Jew to be upset when he cannot perform it. The other nations kicked the *sukka*, and were happy to be exempted from it, as they saw it as a heavy burden. The extenuating circumstances make him happy, as they enable him to finally get rid of the unpleasant obligation.

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Nir Rephael ben Rachel Bracha

Arye Yitzchak ben Geula Miriam

Tal Shaul ben Yaffa

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Together with all *cholei* Yisrael

Multiple Agreements and Parties – part III

(based on ruling 80082 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiff (=pl) worked on a “Tama 38” building project (refurbishing and expanding a building in return for rights to the new apartments) on behalf of def1, who had rights over the project. Later, def1 formed a partnership (=def) with her lawyer (=def2) and def3, and pl helped them get the homeowners and municipality to accept the building plan. The building has not been done yet. Pl was involved in four agreements – sales agreements to buy a new apartment at a subsidy and fee agreement, each initially with def1 and later ostensibly with def. Pl demands his fee; def has various claims against the agreements – lack of necessary signatures, pl's breach of agreement. [*Beit din* accepted all of the agreements, as discussed in previous installments, and def appealed. We will present the points of the appeal that were granted.]

Ruling: Second fee agreement: *Beit din* concluded that the agreement, when completed without def3's signature was invalid, but that def3's behavior confirmed his acceptance of the agreement. We disagree. From communications between pl and def3, it is clear that what def3 helped pl with was a document that def1 and def2 would view as obligatory, so that def2 would give def1's money to pl. Had def3 agreed to obligate def, he would have just signed the agreement, which he told pl that he refused to do. Indeed, this was a dishonest maneuver of both pl and def3. This is different from the situation regarding the second sales agreement, as promoting that agreement must by force affect all the partners of def, so that def3's participation shows his agreement. *Beit din* also relied on def's meeting minutes, which served as a way to accept the fee agreement. However, there is no indication, including the signature of someone other than def3, that def3 was part of the meeting's decision. (Parenthetically, def claimed that the fee in the agreement is exaggerated, but this is not needed operatively because we have rejected the agreement's validity anyway.)

First fee agreement: *Beit din* reasoned that even though the second fee agreement is invalid, it is clear that pl needs to be paid for the work he did, and therefore one can rely on the first fee agreement between pl and def1. However, we do not accept the validity of that agreement because pl's signature does not appear on it. Therefore, we are left with the sales agreement, which gives pl a significant discount on an apartment. Beyond that, we return the matter to *beit din* to determine what other further fee pl is entitled to.

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