



Harav Shaul Israeli zt"l  
Founder and President

### Rachel, Leah, and King David – What Happened? – part V

Harav Yosef Carmel

The unity of the people of Israel, as we have been discussing, takes on a special significance when the descendants of Rachel and Leah lead the nation in partnership.

This week, we look at the generation of Shlomo, the king from the Tribe of Yehuda/Leah, who was unwittingly paired with Yerovam ben Nevat from the Tribe of Ephrayim/Rachel, who eventually split the Kingdom of Israel. We see the great potential of the two working together from *Chazal*: "Hashem grabbed Yerovam by his garment, and said to him: 'Stop [your rebellion], and I and you and the son of Yishai will stroll in the Garden of Eden" (Sanhedrin 102a). The stroll implies that the final liberation would come, and things would return to the situation in the Garden of Eden before Adam's sin. This is an unprecedented offer!

The Ohr Hachayim (Vayikra 26:3) says in the name of kabbalists that this stroll represents the highest level of spiritual pleasure. Yerovam's garment is called a new cloak (Melachim I, 11:29), which the Rabbis consider an exceptional compliment: Yerovam was like a new cloak, as his Torah was without blemish like a new cloak, or that he initiated ideas that had never been heard.

Thus, one cannot minimize the benefit that could have come if Shlomo, the wisest man and the son of David, from the Tribe of Yehuda, had joined up with Yerovam, a prominent descendant of Ephrayim son of Yosef. What prevented this cooperation, and how did damage emerge?

Shlomo identified the potential of a young Yerovam, whom the *navi* calls a young brave soldier who was talented in work, and he appointed him to be in charge of all of the "work of the House of Yosef" (Melachim I, 11:26-28). Yerovam was apparently active in Shlomo's massive construction projects. A problematic part of this work, third in importance, after the *Beit Hamikdash* and Shlomo's own palace, was the extensive palace of the daughter of Paroh, in a section called the Milo (ibid. 9:16,24).

A *pasuk* implies that Yerovam was incensed by Paroh's daughter's palace, near the *Beit Hamikdash*. The cantillation of the description of Yerovam's distancing himself from Shlomo interestingly makes a major break between "the king" and "Shlomo" right before mentioning the building of the Milo (ibid. 11:27). This hints that Shlomo's mistake of giving undeserved importance to Paroh's daughter was a major factor in weakening his position as sole king of Israel. So, while Yerovam sinned by rebelling against Shlomo, Shlomo was also wrong.

*Chazal* summed up their criticism of the failure to unite the nation under the joint leadership of the sons of Leah and of Rachel with the following statements in Shabbat (56b): "When Shlomo married Paroh's daughter, Gavriel went down and drove a reed into the sea, which caused a landfill upon which the great city of Rome was built... On the day Yerovam brought two golden calves into Beit El and in Dan, a shack was built, and this is Italy that belongs to the Greeks."

Rome, the capital of Italy, destroyed the Second Temple, which could only be destroyed after the first one was destroyed. Thus, Shlomo's marriage to the daughter of Paroh and Yerovam's sins caused national rupture and disunity, which caused the destruction of both Temples.

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



# Ask the Rabbi

Teruma

by Rav Daniel Mann

## Late Payment?

**Question:** My wife hired a babysitter (=bbst) for a few afternoon hours and was about to pay her cash, when *bbst* said she preferred payment via Paybox. My wife does not have it on her phone, so she messaged me with the details. I was busy at work and did the transfer at night. Later, I was concerned that perhaps I/we violated *bal talin* (not paying late). Did it help that: I had prepared the money in time, and *bbst* decided not to take it; my wife hired her, and she did her job by providing me as an address *bbst* accepted, and I who paid late, did not hire her?

**Answer:** It is an honor to field a question from one who is so concerned with the minutiae of this important *mitzva* that few people think about. Ostensibly, since *bbst* worked by the hour and finished before the end of halachic day, you/your wife had to pay before night (Bava Metzia 110b). We will analyze possible indications that you did not violate anything, some of which depend on nuanced details.

Like for most monetary rights *mitzvot* (*ribbit* is an exception), if the worker agrees to receive the money later than standard, there is no violation of *bal talin* or related *mitzvot*. (The employer may sometimes lose the positive *mitzva* of “on its day you shall pay his wages” (Devarim 24:15; see Pitchei Teshuva, Sechirut 9:(36)), but this quite innocuous). The rights’ waiver need not be explicit or enthusiastic. For example, the *gemara* (Bava Metzia 111a) says that one whose livelihood is from periodic market days can wait to pay when that day comes because we assume the worker understood all along that this is when he would be paid (Rashi ad loc.). Even when all parameters indicate on-time payment, if the worker did not ask yet for the money, there is no *bal talin* (Bava Metzia 112a); the lack of request is sufficient indication that he does not care to get paid yet (Ahavat Chesed I:9:11).

From this perspective, it is likely that *bbst*’s mindset was as follows: “The mother is willing to pay me now, and I asked for Paybox, which she can’t do and she has to ask her husband. Who knows if he is available now to do it? I really do not care if he does it right away or in several hours.” If so, what happened is fine. On the other hand, Halacha follows psychological assumptions *Chazal* make about cases like ours, and we are hesitant to make small distinctions between their case and ours or say that mindsets have changed – barring strong indications. In cases where we do not have an assumption of *Chazal*, like yours, it is difficult to rely on our own psychological assumptions.

Considering that the *gemara* (Bava Metzia 111a) says that *bal talin* is only when the person who must pay also hired the worker, how to view your home dynamics is significant. It sounds that your wife had both roles – until she lost the payment role. It is a good question to what extent to treat a couple as one unit or as partners (see Ahavat Chesed I:10:(10); Shevet Halevi VII:322).

According to the possibility that you entered the picture as a “player” and not just someone doing his wife’s technical bidding or a part of the “couple unit,” the following *halacha* is relevant. If the employer arranges for a storeowner to give credit to the worker on his behalf, the employer’s obligation is suspended (Bava Metzia 111a), at least if the worker agrees (see Beit Yosef, CM 339, Ahavat Chesed ibid. 5). However, if your wife assured *bbst* that you would pay immediately and you could not, you might not be equivalent to the storeowner.

In short, it is likely that your family’s forthcoming approach was enough that *bbst* was fine with the slight delay, based on psychological grounds or halachic precedent. The halachically safest thing was for your wife to stipulate that *bbst* waive the need to pay before night if she wanted Paybox. Although *bbst* would almost certainly agree, if needed, your wife had leverage, as an employer who has cash to pay cannot be told she **must** pay in another way. However, if your wife readily agreed that *bbst* would be paid with Paybox without receiving a grace period, it **might** be a problem.

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## Moreshet Shaul

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

### Returning Torah to its Central Standing – part II

Based on Siach Shaul, Pirkei Machshava V'Hadracha p. 312

The following is the continuation of an address at a symposium of rabbis of the Hapoel Hamizrachi Movement in the very early stages of the State of Israel. Last time, Rav Yisraeli explained the reasons why Hapoel Hamizrachi focuses more on work than on religion.

The framework of an agricultural village has all of the advantages to foster the religiosity of its members, especially in the following realms – Shabbat observance, synagogue atmosphere, and educational institutions. The child who grows up in the village does not see a different type of life. He does not live in an exposed location. It is even more so in the Religious Kibbutz movement, where life is more firmly dictated by communal leadership than in an agricultural village. But even in a village, the community of members understands the framework and appreciates it.

However, it is also necessary to deepen the content. We have to inculcate internal emotion that stems from the soul. On Shabbat, we should look for ways to have the sanctity envelope rest. Admittedly, in the village, there are objective difficulties that can cause people to take their mind off of Shabbat, and this is a point in which a rabbi can stand in the breach.

In education, we need to provide the student with the excitement and the desire to continue his studies and especially his Torah studies. We have not been educating for excellence in Torah study. Youngsters who do not continue in a framework of Torah study naturally fall into “foreign movements.” Then we have to ask: Will we have continuity in the village? Will the second generation be able to continue its image as a religious village? Under such circumstances, the framework is a disadvantage. In the city, every person stands on his own. He can make a framework for himself, including for positive things; in the village, the framework is general – will one be able to escape it [if it is negative]?

Regarding youth groups in the city, one has comrades, but there is not spiritual activity that strengthens the individual, and the framework of the village is missing. Having a membership card is not by itself an assurance that the member's [ideals] will be preserved. In fact, he is exposed to the destructive “street” within his personal and communal life.

However, if the individual has problems in the city, the community has bigger problems there. The individual can take refuge in a synagogue, whereas the community has no support and reinforcement through *mitzvot*. In that way, the branch of the youth group in the city, loses its content and then eventually its membership.

All of the religious lectures we know of focus on presenting things to the outside, rather than on inspiring within.

If a member of the community starts to falter in his *mitzva* observance, we definitely should not rush to remove him from the community. However, this is only when there is reaction to his actions, which gives hope for aspiration for improvement. Otherwise, it is a “disease that spreads throughout the body.” Because of the question of how to react, the trust of the masses in us is weakened.

We have not succeeded in inculcating in the hearts of our members the love of and dedication toward the values of the Torah in cases where some scoff at these values. We have not succeeded in motivating the movement toward fulfilling the Torah. Not even one meeting of the secretariat was held to deal with the religious situation.

I present the following question: Isn't the spiritual situation in the world such that it is possible [for us, the rabbis] to approach the members [of the movement]? [Are we not aided by] the open miracles that our eyes have seen? Have we taken advantage of the great momentum that has come with the upheavals of the time in order to strengthen the belief of the member?

We rabbis must go out in actions of “Torah advocacy” in a manner of a lightning strike. Three or four of us must lecture at one time on Shabbat in order to activate a branch [of the movement] with spiritual activity.

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

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**Nir Rephael ben Rachel Bracha**  
**Ori Leah bat Chaya Temima**

**Arye Yitzchak ben Geula Miriam**  
**Neta bat Malka**

**Tal Shaul ben Yaffa**  
**Meira bat Esther**

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# P'ninat Mishpat

## Agricultural Water Rights – part II

(based on ruling 84122 of the Eretz Hemdah-Gazit Rabbinical Courts)

**Case:** The plaintiff (=pl) and the defendant (=def) have agricultural fields near a *yishuv*, and there is a limited water supply. In a meeting of most of the field owners (pl was invited but did not attend), they made a schedule of watering times per region. Pl often has his pipes open at times that contradict the schedule, and often, def shuts them after informing pl. Pl rejects the intention and authority of the field owners at the meeting to make or enforce rules on those who do not agree and claims the meeting was just a step to create good will. Pl argues that since his pipes and water are his own, def has no right to close them, as a member of the local council wrote to pl. Pl demands compensation from def for the damage the lack of water caused his crops. Pl also points out that at some point, def ignored the “rules,” so that even if the rules were once binding, def cannot invoke them. Def responds that his use was minor, for a critical need, and with the blessing of the local council.

**Ruling:** [We saw last time that the field owners' decisions were binding on pl.]

**Propriety of def's closing pipe:** It is clear from communications and testimony, that def and others were not given authority to close pipes, and some who closed them were criticized. However, the criticism was when the one closing did not inform the violator that he would be doing so, whereas here, def regularly informed pl. (For a time, pl accepted def's right to do so, but pl claims that def tricked him, and he only later found out that def was not given authority.) Since there is no practical mechanism for def to get pl to close pipes, it is permitted for def to enforce his rights, especially because it is in a manner that does not cause particular damage (see Shulchan Aruch, Choshen Mishpat 4:1 and commentaries).

**Did def also take water against the agreement?** Def argued that he had permission from the council to take in a way that included going beyond his original time slot due to great need. When asked why he did not inform the others, he gave six reasons at different times, in a very suspicious manner. Although one can change from one winning claim to another (Shulchan Aruch, CM 80:1), when a reason is written to *beit din*, he no longer can (ibid. 2). Notably one of the main explanations, that the important thing is that def did not get more than was allotted, is to be rejected out of hand. The whole problem is that there is a scarcity of water, so that everyone is getting less than desirable, and therefore, def should not get a higher percentage of the ideal than others, at the expense of others, and not even inform them. Thus, def did not follow the rules properly himself.

**Status of the agreement after it was violated** – Although def broke the agreement, the agreement remained intact because of the rights of the many other field owners. Therefore, the fact that it was enforced was not a “damage” to pl. On the other hand, the fact that def hurt pl by taking more than his share requires def to pay for that, which we estimate (without an ability to be exact) at 3,500 NIS.

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