



Harav Shaul Israeli zt"l
Founder and President

There is a Groom and Bride – Why No Weddings?

Harav Yosef Carmel

The bride (Israel) found favor in the eyes of the groom (Hashem) in the desert, during the seven weeks of *sefira*, between Pesach and Shavuot, as Yirmiyahu (31:1-2) described with the destruction of the First Temple on the horizon. However, Yeshayahu reminded the people that the “invitation to the wedding is still being sent out” (ibid. 3). Yeshayahu opens up his prophecy with the promise that Hashem will always remember the days of youth and nuptials in the desolate desert (ibid. 2:2).

The students of the Gra reminded us about this marriage between the two beloveds described in Shir Hashirim. The “couple” is to live in Yerushalayim on high, while in Yerushalayim in this world there is a *makom* (place) that Hashem will choose as an abode for His presence that Israel can seek out (see Devarim 12:5). The “*makom*”, which is also a term used for Hashem, is the point of connection between the two Yerushalayims, as David learned when he saw the fearful angel of Hashem suspended between heaven and earth (Divrei Hayamim I, 21:16).

The Nation of Israel, in its ethereal form, already married Hashem while in the desert at the completion of *sefirat ha'omer*. In fact, the students of the Gra pointed out that the following three concepts share the same *gematria*: *Kneset Yisrael*, *Yerushalayim Shel Ma'ala*, and *Sefirat Ha'omer*. If so, the most appropriate time for weddings would be the momentous days of *sefirat ha'omer*, and yet this is a time that we do not allow weddings. We will explain after three introductory points:

1. *Sefirat ha'omer* is connected to Shabbat. In describing the counting's beginning and duration, the Torah invokes the term Shabbat multiple times, including surprising usages (see Vayikra 23:15). 2. The famous poem *Lecha Dodi* talks about going out to greet the bride and greeting Shabbat. Is it a song about weddings or Shabbat?! 3. During the *sefira*, we mourn the death of R. Akiva's students, who did not treat each other properly. This is surprising considering that R. Akiva uniquely stressed the centrality of treating others properly!

We suggest as follows. From the Exodus until the giving of the Torah, there was a marriage process between Hashem and *Kneset Yisrael*, bringing us back to the situation of Adam before his sin. The Golden Calf lowered us – the continuation of the wedding was delayed until the End of Days – the day that is fully Shabbat and *menucha* (see Tamid 7:4). So *sefira* starts after Shabbat and creates seven Shabbat cycles, until the groom and bride can reunite, as can the different Yerushalayims. In the meantime, though, the *sefirat ha'omer* period is incomplete. It was even impossible to plan publicly for the future marriage, because the Roman subjugators would have stepped in to put it down. Only 500 years ago, did the Tzfat Kabbalists sneak in the song of yearning for the wedding under the guise of “only” singing about Shabbat. It is therefore appropriate that we sing *Lecha Dodi* on Yom Ha'atzmaut and Yom Yerushalayim and that we allow weddings on these two special days.

As we celebrate Yerushalayim Unification Day, so may we look forward to the next stage of unifying Yerushalayim – that from above with that from below.

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on the occasion of his yahrzeit, 24 Iyar, and members of his family who perished in the shoah Al Kiddush Hashem.

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



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Ask the Rabbi

Bamidbar

by Rav Daniel Mann

Lending Money Without Witnesses

Question: I learned that it is forbidden to lend money without witnesses. Yet, many *shomrei mitzvot* do so. How can this be, and how should I act?

Answer: Rav Yehuda (Bava Metzia 75b) forbids lending money without witnesses, as a violation of *lifnei iver*, causing the borrower to sin if he denies owing the money. Reish Lakish says that the lender brings curse upon himself, as people may suspect him of fabricating the loan. The Rambam (Malveh 2:7) and Shulchan Aruch (Choshen Mishpat 70:1) cite the prohibition and curse and apply them (based on a story in the *gemara*) even to a borrower who is a *talmid chacham*. They permit a loan only with witnesses, collateral, or, preferably, a contract. So, your understanding appears correct.

Your observation, that few good Jews are careful about this prohibition, is also documented for hundreds of years by *Acharonim*, some of whom offer explanations, which they admit do not fit well with the Rambam/Shulchan Aruch. Following are some unlikely reasons for leniency compiled in Tzitz Eliezer (VII:47) and Yabia Omer (VII, CM 7): 1. Nowadays we know whom we can trust; 2. The *gemara* discusses frequent lenders. 3. The *gemara* discusses a rich person, regarding whom borrowers may rationalize not paying. 4. It is permitted when the restriction impacts one's business; 5. The oath instituted after Rav Yehuda's time for one who denies a loan, prevents lying.

However, what I believe is the most important reason for leniency is that it is rare for classical problem of *lifnei iver* to exist here. A basic rule of *lifnei iver* is that it does not apply if there a good chance one's counterpart will not sin as feared (Avoda Zara 15b). The *gemara* also says that people rarely simply deny borrowing money (Bava Metzia 3a; see Erech Shay to Shulchan Aruch *ibid.*). This helps explain the following opinions: 1. *Lifnei iver* applies here only on the level of *midat chasidut* (Ritva, Megilla 28a); 2. Reish Lakish holds there is only a curse (if the lender persists to claim after denial) and no *lifnei iver* (Pilpula Charifta to Bava Metzia 75b); 3. The *lifnei iver* element does not apply to people who are clearly honest (Bach, CM 70).

Even within the strict opinions, we find practical ideas to allow permission. The Rambam and Shulchan Aruch, without a known Talmudic source, allow lending based on collateral alone. The Maggid Mishneh says this solves the problem of not having witnesses. Since they do not state that the collateral must cover the entire loan principal, it follows that classical *poskim* suffice with a partial solution.

The case for leniency is bolstered by a factor that is probably more prevalent in recent times than in ancient ones. It is likely insulting to a borrower to require a loan contract for a moderate amount of money. If everyone followed the *gemara*, borrowers could hardly be insulted by the lender's requiring contracts or witnesses. However, since in practice, borrowers rarely ask for them and given the *mitzva* to lend money while maintaining the borrower's dignity (see Shemot 22:24), the mandates impinge on each other. (See Minchat Shlomo, I:35 regarding "collateral damage" from stringency on *lifnei iver*). On the other hand, it is difficult to allow one to ignore a codified *halacha*. We therefore suggest plans to keep the *halacha* while maintaining dignity.

If one lends a small amount of money, have in mind that if the borrower forgets about it, to turn the money into a present or *zedaka* (see Ketubot 67b regarding about loans becoming presents). If the loan is too large to be willing to waive, in our times, it is standard to naturally have documentation, i.e., checks and bank transfers. According to most approaches (see Yabia Omer *ibid.*), witnesses did not fully prevent the borrower from refusing to pay, but were used to jog his memory or make it difficult not to pay. Checks and bank transfers should suffice for this end, especially if one writes "loan" on the memo line, which is not insulting.

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Moreshet Shaul

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

Two Elements to Work On – part II

Based on Siach Shaul, Pirkei Machshava V'Hadracha p. 332

[This piece is a preface to the rabbinic periodical *Barkai*, which Rav Yisraeli edited in the 1980s. Last time we ended with discussion of the fear of assimilation for Jews not attached to Torah observance.]

Ostensibly, [assimilation] is not a concerning problem in Israel. After all, we are living among our nation, and the surrounding nations are hostile to us, so that there is no mix of populations. But in truth, even if not in literal practice, but potentially there is such a problem even here. We can prove this by the struggle over the change to the Law of Return that [conversion] needs to be according to Halacha. This is an alteration that should be self-evident, as conversion without halachic content of no value and meaningless.

That is not all, as we are witnesses to the result of [Jews'] weakened connection to the State and the Land while it lacks the light of the Torah and these values. The life here is in constant tension – there is an unstable financial situation. All of these things place before the young generation growing up in the Land and in our independent state the question of: what connects him to this land? Why should he put up with the burden of the state and its thicket of problems, when youth of his age in foreign countries live in a society of affluence, without such problems to trouble them.

There is also a troubling phenomenon, albeit in minor proportion, of intermarriage in the *kibbutzim* between Israelis and foreigners who come for recreation or for work. They are absorbed by the *kibbutzim* without issue, because [in their eyes] the difference between [the societies] is a very thin, almost imperceptible line. This leads to the problem with questionable conversions, or of leaving the Land permanently, dragged along with the foreign spouses.

We shall not ignore the happy phenomenon of those who return to Torah observance. However, the darkness is still greater than the exciting points of light.

The second issue, which is no less pressing at this time, is to rally the Diaspora Jewish communities, especially the young among them, and motivate them to make *aliya* to Israel in order to build and be built in it. It is critical to be able to hold on to the areas that are under Jewish control today, which is critical for our continued existence in the face of the constant threat from our enemies, as experts in security have testified. (This is in addition to the fact that the settling the Land is one of the central *mitzvot* of the Torah.) In order to fill the whole Land, there is a Jewish need for a large scale *aliya* and settlement movement. The weak level of *aliya* that exists today, which is also counteracted by the emigration of those who look for their satisfaction abroad, is not enough. The Jewish community in Israel, without help from a major flow of *aliya*, will find it difficult to accomplish what is necessary. The natural population increase is not keeping up with that of our neighbors. Also, the constant need to maintain large sections of the population in the army, to be prepared for any eventuality, steals the energies of our best young people and prevents them from giving their full attention to building and developing underdeveloped areas. In contrast, if the Jewish population in Israel increases, it will help deter our enemies from fighting us, improve security, and make possible an expansion of settlement throughout the land, and thereby silence critics.

The obligation of rabbis in the Diaspora, these days, is to convince the youth in their communities to visit Israel and study in its institutions, so they can taste its pleasantness and experience life in the Land. Undoubtedly, that this will create a bond of love with this Land, the estate of our patriarchs, whose charm will cover over the difficulties of getting used to the changes; eventually, they will feel themselves as full partners in ensuring its destiny.

We daven for a complete and speedy refuah for:

Itamar Chaim ben Tzipora
Nir Rephael ben Rachel Bracha
Ori Leah bat Chaya Temima

Arye Yitzchak ben Geula Miriam
Neta bat Malka

Avraham ben Gitel
Tal Shaul ben Yaffa
Meira bat Esther

Together with all *cholei* Yisrael

P'ninat Mishpat

A Mess of Loans, Repayments and Grievances – part I

(based on ruling 83033 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiff (=pl), a lawyer, worked for and had intricate financial connections with the defendant (=def). There are two loans contracts of pl lending 250,000 NIS to def, which seem basically confirmed by bank transfers. Def made several significant payments to pl but the sides dispute the nature of several of them, with possibilities including payment of salary. Def also has claims on rental fees at his offices from which pl continued to work after his employment ended, as well as deductions for various grievances about pl's flawed work. [We will deal with different issues in installments.] The first contract includes interest and the second refers to "benefits" for pl; both refer to a standard *heter iska*. In actuality, bank transfers indicate that the sums are 255,720 NIS and 170,350 NIS respectively (=426,070). This is confirmed by a statement by pl that the contract sums are rounded off. The sides disagree how to consider the loan amounts and conditions. There are also disputes between the sides about what various payments by def, some direct and some indirect (def paying a person to whom pl owed money) relate to. Def claimed they were to pay for the first loan; pl claimed they were for the second loan and/or additional debts that def had to pl.

Ruling: The amount of the loans that is the principal is 426,070 NIS, not the 500,000 NIS written in the contracts, as pl admitted they were rounded off. However, regarding the 5,720 NIS of the first loan that exceeded the 250,000 NIS listed in the loan contract, nothing indicates that it is interest-bearing.

The basic rule applied here is that when two loans are given at different times, payment of the earlier loan is to be assumed before payment of the later loan. This is all the more logical in a case where the first loan bears interest.

The second contract states that part of pl's salary would be paid in the form of corresponding forgiving of the first loan. It became clear that this was done to get out of paying taxes, for the "benefit" of both sides. This is forbidden according to Israeli law and according to Halacha (Shulchan Aruch, Choshen Mishpat 369:6). Despite this, regarding the financial situation between the sides, those payments will be considered payment of the first loan.

Although pl said those payments corresponded to other of def's obligations to him, since during all the hearings, pl did not mention other debts, this claim is quite implausible. Furthermore, claiming that payment was for an undocumented loan (*sitrai*), not the documented one, is believed only if the claimant could have denied the payment (Shvuot 42a). *Acharonim* say this is true not only when there are witnesses to payments, but also when the litigant admitted the payments, as pl did. Pl counters that there is a clause in the contract that pl is believed to say that his loan was not paid back unless he signs a receipt that it was. However, the Shach (CM 58:11) says that this ability to claim non-payment falls off when the recipient previously admitted that he received it, as was the case here.

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