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HEMDAT YAMIM

Parashat HaShavua

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Korach and Anti-Kere'ach People – Connection or Coincidence?

Harav Yosef Carmel

Chazal explain that the significance of Korach's name is that he made a *korcha* (lit., a bald spot) in Israel (Sanhedrin 109b), as his people were swallowed up (Rashi ad loc.). The Maharsha explains that his name became *korcha* in that no one would use it, as "The name of the wicked will rot." We will explore a different significance and a connection to a much later generation.

There is a very deep connection between Moshe and Eliyahu, who were each the central prophets of their era. (In Eliyahu's case, according to the *midrash* that he was Pinchas, he continued from the time of Moshe for hundreds of years.) It is appropriate that the last prophecy in *Nevi'im* connects them: "Remember the Torah of Moshe ... I am sending you Eliyahu Hanavi ..." (Malachi 3:22-23). Each of them had a revelation at Har Chorev, did not eat for 40 days and nights, and disappeared in a manner that there was no known burial place. Each left behind a disciple, whose names were basically synonymous (Yehoshua=Elisha). Yehoshua entered the land and first conquered Yericho and decreed that Jews should not live there; Elisha fixed the water in Yericho soon after Eliyahu's death and enabled people to live there.

When Elisha left Yericho, he was approached by "small youngsters" who said to him, "Come, *kere'ach* (bald one), come, *kere'ach*" (Melachim II, 2:23). In Tzofnat Eliyahu, I explained that these were not youngsters in age, but they were men who lost their prophetic abilities when Eliyahu died. They were denying that Elisha inherited Eliyahu's role by highlighting that Eliyahu had a lot of hair and Elisha was bald.

Is the linguistic similarity between Korach and *kere'ach* just a coincidence? Notice that there are other linguistic overlaps between the stories. The splitting open of the ground to devour Korach is described by the root *bako*, as is the killing (by bears) of the 42 "children" who mocked Elisha.

Eliyahu was connected to the rebuilding of Yericho in the following way. The *navi* tells that Chiel built Yericho and "paid for it" by his firstborn Aviram dying when he placed its foundations and his younger son Seguv dying when he erected its doors. This is followed by Eliyahu declaring that there would not be any rain in the Land without his approval (Melachim I, 16:34-17:1). Aviram was one of the leaders of Korach's rebels.

Chazal's expounding on these stories furthers the connections. Korach attacked Moshe by asking sets of questions which highlighted how the Torah defies normal logic (*tzitzit* for a *tallit* full of *techelet*; *mezuzah* for a house full of *sefarim*). Achav used similar logic. Achav came to visit Chiel after his sons died and denied that their death had anything to do with Yehoshua's curse. Achav made a logical claim. If Moshe's curse of no rain if people leave Hashem did not work, as Achav led the people to idolatry and rain continued. Thus, certainly his disciple's curse against builders of Yericho would not work. Eliyahu responded by invoking a drought, as Achav basically dared Hashem to do.

We thus have seen many similarities between Moshe and his disciple and Eliyahu and his, the opponents of each, and the root *kere'ach*. Each opponent questioned the prophetic legacy of one of the great prophets of all time.

May we merit the return of the prophecy and the mission of Eliyahu Hanavi.

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



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Ask the Rabbi

by Rav Daniel Mann

Selling Food Supplements Online

Question: I sell a wide variety of food supplements and health products in an online business. I buy products from manufacturers and store them in a warehouse, from which we ship an order. Our clientele are a broad population in the US, which will certainly include a minority of Jews. People will not know that a *frum* Jew owns the business and rely on us that the food is kosher. Must the products be kosher? (I can send pictures of each product's label for your approval.)

Answer: We will start with an overview of the halachic issues involved.

Regarding the possibility that Jews will buy a non-kosher product, you need not be concerned about it for a combination of reasons, including the following (see more in *Living the Halachic Process*, vol. II, C-20). There is no Torah-level prohibition of *lifnei iver* (facilitating sin) because people can get these products elsewhere. Only a small minority of the customers are Jews and your intention is not for them. Therefore, since those who buy non-kosher items are not interested in keeping kosher, it is not your problem. The question is about your selling not-kosher, which could be a problem even if it is to non-Jews.

The *gemara* Pesachim 23a learns from the *pasuk*, "*Vesheketz yiheyu lachem*," that certain foods that are forbidden to eat are but are not forbidden in benefit, have certain limitations on benefit. The *gemara* states that if he did not seek to obtain the non-kosher food, he can sell them, but he may not purposely obtain the foods in order to gain from them. The prohibition applies only to food that is forbidden from the Torah (as opposed to Rabbinically) (Shulchan Aruch, Yoreh Deah 117:1). This applies primarily to meat and fish products, as opposed to many other non-kosher foods (dairy products, pastries, etc.).

According to most *Rishonim*, this is a Torah prohibition (see Shut Chatam Sofer, Yoreh Deah 104-106, 108; Yabia Omer, vol. 8, YD 13). The Rashba (*Shut* III:223) says that the reason is to minimize the possibility of coming to eat forbidden foods, while others say it is a *gezeirat hakatuv* (heavenly decree without a known reason).

The consensus of *poskim* is that the prohibition applies when a Jew owns the food, even in cases where he is not expected to come in direct contact with it (Chatam Sofer, *ibid* 108, cited in *Pitchei Teshuva*, YD 117:6). Even if you are not considered to have contact with the food (we do not know to what extent you visit the warehouses), the prohibition applies because of your ownership (see *ibid.*). Thus, you should check (we can help) that the products are not forbidden by the Torah.

[After receiving labels of many products, we realized we need to discuss non-kosher ingredients – from animals or non-kosher fish – that are in capsules.]

There is no Torah-level prohibition in eating a not kosher food by swallowing it when it is encapsulated in a non-food (see *Mishneh Lamelech*, Ma'achalot Assurot 14:12; Aruch Hashulchan, YD 85:40). Thus, one can argue that non-kosher food in a capsule is not a problem. On the other hand, one can argue that the food inside is still forbidden food, and it could be taken out of the capsule and eaten. Furthermore, perhaps the only important question is if the food is forbidden, and whether or not it will be eaten in a halachic manner is not important (see above).

The halacha is that one is not allowed to go out of his way to get things that are forbidden to eat by the Torah and are slated to be eaten (Shulchan Aruch, YD 117:1). Such things are forbidden in commerce even if you are not likely to eat them. However, in this case, at the time you will obtain the capsules, they are not slated for eating in a forbidden manner, and it is therefore permitted to buy them in order to sell.

There is much discussion as to whether gelatin capsules themselves are permitted (beyond our scope). However, it is sufficient that there legitimate opinions permit it (at least from the Torah), as in such a case, it is permitted to sell it (*Darhei Teshuva* 117:63).

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

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Ein Ayah

(from the writings of Harav Avraham Yitzchak Hakohen Kook, z.t.l.)

One's Grasp of Torah within the Realm of Various Grasps

(condensed from Ein Ayah, Shabbat 6:59)

Gemara: Two *talmidei chachamim* (Torah scholars) who discuss together matters of Halacha in a calm manner, Hashem listens to them, as it says: "Then the fearers of Hashem had speech (*nidberu*) one with his friend, and Hashem listened and heard" (Malachi 3:16). "*Dibur*" refers to calmness, as the *pasuk* says "He will remove the resistance of nations beneath you" (Tehillim 47:4).

Ein Ayah: There are various levels of intellectual/spiritual understanding. The higher level, which is the most elevated goal of all human endeavor in general and, specifically, all matters of spirituality, is such that all the "branches" of details and details of details stem from it. The details then proceed to develop in a manner that they become complicated and can even change according to the viewpoint of each one of the people who are occupied in the process of using them to broaden their spirituality.

Since there is a divergence between people's grasp of the concepts, and one is often contradictory to the other, resistance of one outlook to another is naturally created. However, the intellectual resistance and the opposite ways of understanding are themselves part of the divine "listening," which is all-embracing. The divine source that finds expression in all the individual elements of Torah and wisdom lends itself to be received differently by different receivers.

Therefore, to the degree that the broad divine light dwells in the hearts of those who delve into the branches that emanate from it, so will there develop more willingness to relate positively to different and even opposing outlooks to one's own. He will know how to use elements of ideas that are at first glance contradictory in order to come to a broader divine light, which is hidden amongst all the various details.

It is not just that the ability and willingness to listen calmly to ideas that are distant from one's own views when one seeks Torah truth comes from from the impactful divine light. The impact of succeeding in using this divine step actually increases the lofty spirit so that it can turn into a pleasant moral norm. The phenomenon of *talmidei chachamim* discussing things in a calm manner flows from a peace that is of divine origin, as Hashem himself is called *Shalom* (Vayikra Rabba 9:9). This peace flows over all the details of Torah and Halacha, which are expressed in different ways that fit the spirit of each individual. Actually, they are only sparks of the "great torch" of the "soul of Hashem," which shines light in many different spiritual manifestations with different shades. The habit of being receptive to others' ideas prepares a person to be able to listen to lofty things, which are actually greater than the personal specific outlook of one who is dissecting the details of a *halacha*.

As the *gemara* says, since they discuss matters calmly, Hashem listens to them. In fact, the light of Hashem will fill the chambers of their hearts and open up broad gateways of tranquility. This will enable them to receive different types of light and unite them in a pleasant spiritual package that comes from the glow of divine wisdom and a "storehouse of light," from Hashem who lives forever.

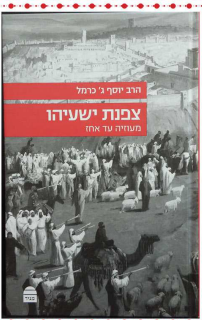
Tzofnat Yeshayahu- Rabbi Yosef Carmel

The Prophet Yeshayahu performed in one of the most stormy and dramatic periods of the Israeli nation's life, a period of anticipation for the Messiah that was broken by a terrible earthquake, and also caused a spiritual and political upheaval. The light at the end of the tunnel shone again only in the days of Chizkiyah.

"Tzofnat Yeshayahu – from Uziya to Ahaz" introduces us to three kings who stood at this crossroad in our nation's history: Uziya, a king who sought God but was stricken with leprosy because of his sin; Yotam, the most righteous king in the history of our people; And Ahaz, the king who knew God but did not believe in His providence.

In his commentary on the prophecies of Yeshayahu, Rabbi Yosef Carmel, Head of the Eretz Hemdah-Gazit rabbinical court and a disciple of Rabbi Shaul Israeli zt"l, clings to the words of Hazal, our sages, and to the commentaries of the Rishonim, the great Jewish scholars of the middle ages, and offers a fascinating way to study Tanach. This reading attempts to explain the Divine Plan in this difficult period and to clarify fundamental issues in faith. Tzofnat Yeshayahu reveals to the reader the meaning of the prophecies in the context of the prophet's generation and their relevance to our generation.

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Payment to a Lawyer when Agreement is in Dispute - part II

(based on ruling 69031 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The plaintiff (=pl) is a law office that provided extensive legal services to the defendant (=def). Pl sent an agreement to def, which states that the payment rate per hour of various lawyers would be as accepted in the firm, with a 25% discount; pl was to bill def on a quarterly basis. Def wrote back that because he wants success, he demands that Adv. N will supervise all the work done. Pl sent def a bill for 72,978 shekels for a period of four months. Then, a meeting took place between def and N, about which each had different recollections. Def claims that it was agreed that he would pay 50,000 shekels immediately and another 50,000 shekels if he would win the litigation (he lost). N denies that he agreed to any change in the payments. Subsequently, pl continued to work, and they sent, 8 months later, a bill for 207,189 shekels. Def claims that the agreement was not valid because he was not told the rate of each lawyer, he was out of the country when it was claimed he signed it, and it was changed afterward. Additionally, because pl did not bill quarterly and because N did not handle everything, there was breach of contract.

Ruling: [Last time, we saw that we do not accept def's claim that the original agreement for payment was changed.]

Was the lack of quarterly billing, as prescribed in the agreement, a material breach of contract? In general we would say that it is not. However, three factors made this delay particularly problematic: the first bill after the sides' discussion was eight months later; the amount of money due was approximately three times the amount of the bill which had agitated def; given def's complaints about pricing, he had a right to know how things were progressing so he could plan his steps. The claim that sending a bill is problematic from a tax accounting perspective if the client does not pay right away is irrelevant. It is pl's problem to figure out and does not exempt him from carrying out his duty. We rule that pl will be considered in breach of contract from the time they were two months late.

Therefore until Oct. 2007, def will have to pay according to the agreed upon rates. Beyond that, the matter is complicated. One who does work without a pay agreement, gets paid according to the benefit he provided if his services were sought, and only according to expenses if his services were not sought. Here, he was interested in the work provided. However, we understand that def would not have continued to seek the help if he knew the price. Here, also, the benefit is questionable. On the one hand, the project never went through. On the other hand, at the time the service was provided, the service was considered of value.

This is then similar to the case of one who ate meat, thinking he inherited the cow from his father and it turned out that it belonged to someone else. The halacha there is to pay 2/3 of the going rate. In our case, though it seems fair to us for him to pay only 1/3 of the original asking price [details beyond our scope].

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