



VAAD HARABANIM
THE RABBINICAL COUNCIL
of GREATER WASHINGTON

THE BULLETIN

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1 LETTER FROM THE PRESIDENT

Shalom Bayis: Building and Nurturing a Successful Marriage

Rabbi Yosef Singer

4 INTRODUCTION FROM THE DIRECTOR

Rabbi Moshe Walter

THE HAGGADAH

5 Karpas: The Ancient Vegetable that Holds the Key to Freedom

Rabbi Brahm Weinberg

9 Hallel: The Unique Hallel of Seder Night

Rabbi Shaya Milikowsky

12 Nirtzah: A Taste of Freedom

Rabbi Meir Bulman

BEIS DIN AND BUSINESS LAW

15 The Prohibition Against Litigating Disputes in Non-Jewish Courts

Rabbi Yitzhak Grossman

20 Canceling Work Agreements Due to Unforeseen Circumstances: An Oness

Rabbi Michoel Frank

24 Tortious Interference in Home Purchases

Rabbi Moshe Walter

COMMUNITY

28 Letter to the Community from the RCGW

29 The Enduring Nature of Yeshivos

Rabbi Ahron Lopiansky

32 Thinking About Singles

Rabbi Dovid Rosenbaum

34 Sulam: Climbing Ever Higher

Lianne Heller

39 Chametz After Pesach

Celebrating
10 years of the
Vaad Journal!

Wishing you a Chag Kasher v'Sameach!





Rabbi Yosef Singer
Cong. Young Israel Ezras Israel
President

VAAD HARABANIM
THE RABBINICAL COUNCIL
of GREATER WASHINGTON

Rabbi Moshe Walter
Woodside Synagogue Ahavas Torah
Executive Director

Erev Pesach 5782

Dear Community Members,

I would to take this opportunity to thank Rabbi Walter for preparing yet another outstanding edition of the Vaad Journal and for his exemplary service to the Greater Washington Jewish community in his capacity as the Vaad's Executive Director. My thanks as well to our Rabanim for their dedication to the spiritual and physical wellbeing of their congregants and of the community as a whole.

The subject of my remarks today relates to *shalom bayis* (domestic harmony). I realize that this is not the traditional subject matter of a Pesach *drasha*, but there are several reasons for this departure. The first is that I just turned seventy and have been very happily married, *bli ayin hora*, for over thirty five years; my marriage and family are the sources of my greatest satisfaction. Second, I am first and foremost a congregational Rabbi and am frequently asked to speak at *sheva brachos*, where I try to give practical advice to *chasanim* and *kallos*. Finally — and especially before *Pesach* — many couples need a little help negotiating the challenges associated with “building a *bayis ne’eman b’yisrael*” (a faithful home amongst the people of Israel).

On a more formal level, there is certainly justification for speaking to this issue during the Pesach season. The Rema (*Orech Chaim* 90:10) cites the *minhag* of reading *Shir HaShirim* on Shabbos Chol HaMoed Pesach because, as the *Mishnah Berurah* explains, there are many references to *Yetzias Mitzrayim* contained in its holy *pesukim*. From a hashkafic point of view, the message of *Shir HaShirim* resonates with the unique emanation of Pesach: Hashem's undying love for the Jewish people and His fundamental will that they be close to Him.

The Telshe Rosh HaYeshiva, Rav Gifter, *zt"l*, in his *Divrei Pesicha* to the Artscroll edition of *Shir HaShirim*, writes that the purpose of creation is that the Creator, Blessed Be He, wants to impart good to His creations — which presumes that they are capable of receiving that good and of being close to Him. The way that human beings achieve closeness to Hashem, says Rav Gifter, is by learning how to be close to one another in the context of a marriage relationship. This is why the metaphor of the love relationship between Hashem and Klal Yisrael, expressed in the holiest of songs, is the relationship between husband and wife, the holiest of interpersonal relationships.

In this context, it is appropriate to explore how to build the foundation — the *yesod* — upon which a *bayis ne’eman* rests and how to nurture the root — the *shoresh* — so that love and closeness may grow between husband and wife. In my humble opinion, the *yesod* and *shoresh* are comprised of building confidence and nurturing self-respect in one another.

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The Gemara (Yuma 86a) explores how one can best express his love for Hashem, thereby fulfilling the mitzvah of “*v’ahavato es Hashem Elokecha*” (loving Hashem Your G-d). The Gemara suggests that one should make the Name of Heaven beloved in the eyes of people. Rav Shloime Twerski, zt”l, the Hornosteipler Rebbe, used to say that this Gemara also offers insight into how best to fulfill the mitzvah of “*v’ahavta l’rei’acha kamocho*” (loving your neighbor as yourself). Just as a person endeavors to be loved and respected, so should he endeavor to make his friend beloved and respected as well.

The Rambam (*Hilchos Matnos Aniyim* 10:8) lists eight levels of giving *tzedakah*, the highest of which is a donor giving a recipient the wherewithal to become self-supporting. Applying this principle to our case, it follows that the highest form of performing the mitzvah of *v’ahavta l’rei’acha kamocho*, is to give a wife, the object of a husband’s love, the wherewithal to love herself, to make her beloved in her own eyes — in other words, to enhance her self-esteem.

A popular parable, “The Eight Cow Wife,” illustrates this point nicely. The story is of a mythical Polynesian culture wherein young men pay a dowry in “cow currency” for the hand of a love interest in marriage. The more notable the potential bride, the more cows are paid — up to a limit of five cows. One young man, known for his wisdom and business acumen, paid the astonishing total of eight cows for the woman he loved — even though she was considered “plain, walked with her shoulders hunched and her head ducked,” and was reputed to be “afraid of her own shadow.” The locals were amused that the sharpest trader in the islands was bested by this woman’s simple family. A visitor to the islands heard about this young man, who had moved to a more distant island along with his bride, and went to meet him. As they were talking, his wife entered the room to place flowers on the table. She smiled at her husband for a moment and then left. To the visitor’s amazement, she was not “plain” at all. In fact, she was clearly possessed of self-confidence and a beauty that radiated from within. On her home island, she believed she was worth nothing. Because her suitor paid eight cows for her, she came to view herself in an entirely different way. The young man told the visitor, “I paid for an eight-cow wife because that is what I wanted — and that is what I (eventually) got.”

The Kotzker Rebbe once said, “If I am I because I am I, and you are you because you are you — then I am I and you are you. But if I am I because you are you, and you are you because I am I — then I am not I and you are not you.” In the context of a marriage relationship, however, the Kotzker’s *vort* becomes: “If I am I (that is to say, I am able to be myself and grow as a person) because you are you (you are supportive and kind), and you are you (you are able to be yourself and grow as a person) because I am I (I am supportive and kind) — then you and I can become a “we.”

Bringing these ideas into practice is, of course, the goal; practical suggestions of how to implement this paradigm for nurturing self-respect could fill an entire *sefer*. Nevertheless, I humbly offer four suggestions for

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your consideration:

First, we turn to the Ramban and apply the opening lines of his famous *Igeres* to our model for *shalom bayis*: “Accustom yourself to speak gently to all people at all times” — *especially your spouse*. “This will protect you from anger” — *which is the single most corrosive agent of your spouse’s self-esteem. It destroys trust and precludes the possibility of achieving closeness.*

Second, when a mistake is made, be quick to sincerely apologize. Conversely, when your spouse offers an apology, accept it graciously, even with a *thank you*.

Third, use every opportunity to do *chesed*, big or small, with warmth and good cheer. The great Kalonymous Kalman Shapira, the Piaseczno Rebbe, used to say, “*De gresta zach vus a Yid ken tin, is tzu tin a Yid a toivah*” (The greatest thing a Jew can do is to do another Jew a favor). How much greater, then, if the object of this *toivah* is a spouse who will not only benefit from the kindness but will feel validated and loved by it as well. This *chesed* certainly includes being generous with compliments.

Finally, express gratitude to your spouse for all the things, both great and small, that he or she does or attempts to do for you. Rav Hutner, *zt”l*, explains that *v’halachta b’drachav* (walking in the ways of Hashem) is inherently impossible for human beings, by virtue of the fact that we have physical and emotional needs while Hashem has neither. The only way we can account for this discrepancy is by expressing gratitude to those who help fulfill our needs. Thus, expressing gratitude to a spouse not only provides recognition and affirmation to one’s partner but also fulfills the mitzvah of *v’halachta b’drachav* as well.

Tanna d’bei Eliyahu (Ch. 23) relates that when Bnei Yisrael were in Mitzrayim, they gathered as one group and made a covenant to bestow *chesed* upon one another. The Chofetz Chaim writes in *Ahavas Chesed* that this was the reason that they merited the Redemption. When husband and wife are kind to one another and nurture one another’s self-esteem, they become close to each other and the *shechinah* dwells in their midst. They merit a *geulah* for themselves, for their family, and for all of Klal Yisrael.

Chag Kasher v’Sameach.

With love and respect,

Yosef Singer
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Introduction from the Director

Rabbi Moshe Walter

Pesach 5782

Dearest Community Members,

We are proud to present Volume 10.1 of The Journal of the Rabbinical Council of Greater Washington. This issue represents a milestone, marking a decade of publication of the Vaad Journal. We are gratified that the Journal has been so well received and that it provides a biannual opportunity for the RCGW to converse with our community in writing.

The Journal, originally titled The Bulletin, has grown from a small offering of Divrei Torah to a robust publication which includes Divrei Torah as well as articles of communal import, informative updates regarding the full spectrum of the Vaad's work, and other features of local interest. We are grateful that the Journal's reach continues to grow, with almost 1,000 copies in print and well over 2,000 online readers. Archived copies of Vaad Journals over the past ten years may be viewed on the RCGW website at: vaadgw.org/publications--events.

This issue of the Journal, with its lovely layout and graphic design by Mrs. Wendy Guberman, follows our standard format and includes sections on the Haggadah; Beis Din and Business Law; and Community. Readers will encounter articles covering a wide variety of subjects, including an important letter from the Rabbinical Council.

The Vaad HaRabanim's goal at all times is to be responsive to the needs of our community. We hope that you will agree that The Journal is addressing matters of interest to you and your neighbors. Please do not hesitate to be in touch regarding the contents of the Journal or other Vaad-related matters.

My sincere thanks and appreciation to Mrs. Mindy Tolchinsky for her critical role in advancing the success of The Journal through her careful eye, appreciation of our goals, and keen editorial skills. Thanks are in order to Rabbi Yosef Singer, President of the RCGW, for his incredible efforts on behalf of our community and to the Vaad's skilled Executive Board as well as each of the members of the Rabbinical Council for their significant contributions.

It is with great *nachas* that we watch our community thrive as a bastion of Torah and *chesed*; may we see only continued growth in the future!

With our best wishes for a *Chag Kasher v'Sameach* to you and yours,

Moshe Walter

The Ancient Vegetable that Holds the Key to Freedom

Rabbi Brahm Weinberg
Kemp Mill Synagogue

Questions and answers lie at the heart of the Seder experience and of *Sippur Yetziat Mitzrayim*, the mitzvah to retell the story of the Exodus on the Seder night. In fact, odd practices are instituted at the Seder specifically to evoke questions. For example, the Seder plate is removed from the table (or, in the time of the Mishnah — the table itself was removed), only to be replaced before the meal even begins!

One of the other important practices designed to stimulate questions is the dipping and eating of what we, today, call *karpas*. In detailing the order of the Seder, the Mishnah in Masechet Pesachim (114a) relates that, after Kiddush, they would bring a vegetable in front of the Seder leader for him to dip. The subsequent Gemara (114b) elaborates upon this practice and explains that it was introduced so children would ask questions. Normally at a meal, one would not eat before *Hamotzi* and one would not dip more than one food throughout the course of the meal. Therefore, dipping a vegetable and eating it between Kiddush and *Hamotzi* would certainly evoke questions in the eyes of children or even of adults who are unaware of Seder proceedings.

The Mishnah does not prescribe what vegetable is to be used for this practice; by the medieval period, the vegetable used for dipping came to be known as *karpas*. This is evident from the famous “Order of the Seder” printed at the start of the Haggadah, which every child learns in school and which many people sing before the Seder begins. This order, which first appears in the Machzor Vitry¹ in the eleventh century, refers to this stage of the Seder as *karpas*, raising its profile by listing it as its own stage in the official fifteen² stages of the Seder. The Machzor Vitry and subsequent medieval rabbinic literature do not clarify what vegetable *karpas* refers to nor do they suggest what the ideal vegetable is for this stage of the Seder. Today, people use a variety of vegetables including celery, potatoes, radishes, onions, parsley, or green leafy lettuce such as Romaine (which is often also used for *maror* later in the Seder).

The *karpas* component of the Seder experience has captured the minds of Jews throughout the centuries. Much ink has been spilled attempting to understand this practice and answer the myriad questions that arise based on the very terse treatment of this practice in the Gemara: Is *karpas* a mitzvah or not? What vegetable should be used? In what should it be dipped? Why

¹ Machzor Vitry was composed by Rabbi Simcha ben Samuel of Vitry (d.1105). A student of Rashi, he often implicitly or explicitly recorded the practices and halachic positions of his teacher. The Machzor Vitry includes the oldest version of a complete Haggadah after the Geonic period. After the very early version of the Haggadah, found in the Mishnah in Pesachim, we know of no further complete Haggadah texts until that of R. Amram Gaon in the ninth century and then not another until the Machzor Vitry in the eleventh century.

² The Machzor Vitry actually lists *fourteen* steps to the Seder, not fifteen as we have it today. It omits the step (but not the practice) of *yachatz*, the breaking of the middle matzah.

does it specifically come at this stage of the Seder? Should one make a *brachah* before eating the *karpas*, afterward, or both? How much *karpas* should be eaten? And more...

While every one of these questions deserves an answer, this article will focus on broader questions: What symbolism underlies *karpas* and what significance can we derive from it at the Seder?

There are those that would argue that the whole premise of our question is faulty. There may actually be no significance to the eating or dipping of the *karpas* at all; instead, it may simply serve a functional role at the Seder. Rabbi Chizkiya Di Silva (Italy, Israel, 1659–1698) in his *Pri Chadash* commentary on Shulchan Aruch (OC 473:2), says that we should not read more into this procedure than what the Gemara itself tells us. The Gemara says it is simply to get the children to ask questions — even if those questions and the practice from which they arise are of no significance at all! Eating a dipped vegetable has absolutely no connection to Pesach, to freedom, or to the Seder. The very fact that it is an odd practice will get the children to ask questions and, once they are in the “asking questions mode,” they will inquire about more significant aspects of the Pesach story as well.³

Other scholars *do* find significance in *karpas* and the form that it takes in the order of the Seder, even as they acknowledge that its core function is clearly to elicit questions. Rabbi Yoel Sirkis (Poland, 1561–1640), in his *Bayit Chadash (Bach)* commentary on the *Tur* (OC 473), says that eating dipped *karpas* before the meal is one of the manifestations of *derech cherut*, of acting out our freedom on the Seder night. Eating an appetizer before the meal is something done by aristocratic people who can afford the luxury of a multi-course meal and of the time to eat it.⁴ On the Seder night, it is important to reenact freedom; consequently, practices were introduced so participants could look and feel both free and royal. These practices include leaning, drinking four cups, using lavish utensils, and more.

Similarly, Rabbi Dr. Shlomo Riskin⁵ also links *karpas* to the idea of freedom and rebirth in his Haggadah.⁶ He explains that *karpas* is usually a green vegetable because “the green color reminds us of the onset of spring when the fields are verdant” and “by Divine mandate, Passover is the spring festival and must be celebrated *bi'tekufat ha'aviv* (Devarim 16:1), when the greenery begins to sprout.” Just as springtime is a time of growth, renewal, hope, and optimism, so too is the story of the Jewish people born in that season.

In contrast to the association of *karpas* with freedom, others relate it to slavery, the other main theme of the night. Rabbi Aharon HaKohen of Lunelle (Provence, Majorca, 13th–14th century), in

³ A similar explanation for some of the practices instituted to elicit questions can be found in Tosafot, Pesachim 115a “K'dey,” about the removal of the table (or Seder plate).

⁴ In fact, the word *karpas*, itself, may be derived from the Greek word for appetizer.

⁵ Rabbi Dr. Shlomo Riskin is the Chief Rabbi of Efrat and Founder, Chancellor Emeritus, and Rosh HaYeshiva of Ohr Torah Stone.

⁶ *The Passover Haggadah*, Rabbi Shlomo Riskin, p.35.

his *Orchot Chayim* (*Seder Leyl Pesach* 25),⁷ brings up a fascinating numeric significance to the word *karpas*, linking it back to the experience of the Jewish people in Egypt: If you rearrange the letters of the word *karpas* — כרפס — it becomes ס' פרך [Samech = 60, Parech = backbreaking labor], representing the sixty myriads of Jews who performed terrible slave labor during their hundreds of years of servitude.⁸

By far the most intricate explanation of *karpas* is suggested by Rabbeinu Manoah (Provence, 13th century) in his *Sefer HaMenuchah* on the Rambam's *Mishneh Torah*. Rabbeinu Manoach suggests that *karpas* is reminiscent of Yosef's *ketonet pasim*, the garment given him by Yaakov, which was the catalyst for the chain of events that led to the enslavement and later Exodus commemorated on Pesach.⁹ Although he does not fully explain how *karpas* is associated with the *ketonet pasim*, Rabbeinu Manoach's argument is supported by the text of the Tanach itself. One of the fine materials referred to in Megillat Esther is *karpas*: "there were hangings of white, **fine cotton** (*karpas*), and blue..." (1:6). Rashi, in his commentary on the story of the *ketonet pasim* (Bereishit 37:3), explicitly links the word *pasim* to the word *karpas* because of their shared two letter root *pas*.

It could be that the unknown dipped vegetable of this stage of the Seder became known as *karpas* specifically because it was meant to recall that garment of Yosef. The jealousy that the coat engendered in Yosef's brothers caused them to sell him into slavery and dip his coat in blood before presenting it to their father in an effort to convince him that Yosef was dead. In the end, Yosef rose through the ranks from slave to manager of the house of Potiphar, to interpreter of dreams, to second in command to Pharaoh and provider to his family (and all of Egypt) during the famine. Nonetheless, Yosef's very presence in Egypt enabled his family to comfortably move away from Canaan; when the next Pharaoh arose and Yosef was already gone, the enslavement of the family began.

Before one can discuss the slavery in Egypt or the freedom attained during the Exodus, the clock must be rewound to recall how the Jewish people ended up there in the first place! On the Seder night — the night on which memory is so central — *karpas* (the vegetable) is dipped, just as the brothers had dipped the *karpas* (the garment) of Yosef so many years earlier. It is a reminder of how jealousy and hatred can lead to awful consequences. This dipping of the *karpas*, before the story of the Exodus even begins, helps teach those at the Seder that being

⁷ This is also quoted later by Rabbi Yaakov Moelin (Germany, 1365–1427, known by the acronym of his name Maharil), in his important codification of Ashkenazic *halachah* and *minhag* known as *Sefer Minhagim* and by Rabbi Avraham Gombiner (Poland, 1635–1682), in his commentary *Magen Avraham* on Shulchan Aruch (473:4).

⁸ Explanations of the symbolism of *karpas* range all the way from slavery to freedom. The approach taken to the symbolism of *karpas* may directly inform the approach taken to another question about *karpas*: Whether *karpas* is eaten while reclining or upright. If *karpas* is a symbol of freedom, it should be eaten while reclining, just as one does with the four cups of wine. If *karpas* is a symbol of servitude, it should specifically not be eaten while reclining, just as with *maror*.

⁹ R. Shlomo Kluger (Poland, 1785–1869), in his commentary *Yeriot Shlomo* on the Haggadah, addresses the question of where we can find hints to Yosef's story and the very beginnings of the descent to Egypt in the Haggadah and the practices surrounding the *Korban Pesach*.

free means choosing the appropriate ways to act towards others and the appropriate values by which to live. It can be a device that drives participants to think about how they can take advantage of freedom to avoid the evils of strife — and create connections of acceptance, love, and respect within our nation.

Explanations about the symbolism of *karpas* run the gamut: from slavery, to freedom, to Yosef, to nothing at all! No matter which explanation one chooses, a beautiful lesson can be derived from the *karpas* which is introduced at the very beginning of the Seder. Rabbi Yosef Zvi Rimon,¹⁰ in his *Haggadah Shirat Miriam*,¹¹ points out that by eating *karpas* before *magid*, before the main section of the Haggadah, a person is invited to demonstrate true freedom before the Seder even begins. A person who can eat a small morsel of food¹² and then put it aside — to spend a significant amount of time retelling the story of Jewish history, learning Torah, and fulfilling mitzvot — manifests what it means to be a free person. That person displays patience, lofty priorities, and the fact that they are not enslaved to their physical drives. That person demonstrates that the freedom attained on Pesach is not just freedom *from an oppressor*, it is the freedom to make moral choices that bring us closer to Hashem and to a more complete fulfillment of our purpose as the beneficiaries of His love, kindness, and life.

¹⁰ Rabbi Yosef Zvi Rimon is the Chief Rabbi of Gush Etzion, the Rav of Alon Shvut South, and the Rosh Yeshiva of Machon Lev.

¹¹ p.111.

¹² There is debate about whether one must eat a *kezayit* (olive size) of *karpas* (Rambam) or less (Rashba, Rosh, and others). Even according to those who mandate a *kezayit*, it would still not be an amount meant to satiate a person.

The Unique *Hallel* of Seder Night

Rabbi Shaya Milikowsky

Ohev Sholom Talmud Torah Congregation of Olney

One of the stages of the Seder is *Hallel*, praising Hashem. *Hallel* occurs at the very end of the Seder and can easily become an afterthought, lost in the wake of the excitement of Magid, Matzah, and Maror. The truth is that *Hallel* is one of the fundamental elements of Pesach night and a proper appreciation of this part of the Seder can transform our experience of the *geulah* of Pesach.

The Gemara (*Pesachim* 118a) quotes a *beraisa* in which Rabbi Tarfon states:

רְבִיעֵי גוֹמֵר עָלָיו אֶת הַהֵלֵל, וְאוֹמֵר הֵלֵל הַגָּדוֹל.
*The fourth (cup) has the Hallel completed over it
and we say the Great Hallel.*

The *Hallel* stage of the Seder actually comprises two *Hallels*. The first consists of *perakim* 113–118 of *Tehillim*, which we recite as *Hallel* on Yom Tov and other special occasions. The second *Hallel* is *perek* 136 of *Tehillim*, which consists of 26 praises of Hashem, each ending in the refrain *כִּי לְעוֹלָם חַסְדּוֹ* — *for His kindness is forever*. Let us try to understand the distinct role of each of these two *Hallels* in praising Hashem, as well as the uniqueness of Pesach night, which brings these two separate pathways of praise into one unified *Hallel* of the *geulah*.

The *Hallel* we recite on Yom Tov and for miraculous salvations is a song of praise for those special occasions when Hashem deviates from the normal structure of the world. *Perek* 136 of *Tehillim* — *כִּי לְעוֹלָם חַסְדּוֹ* — however, is said each and every Shabbos as part of *Pesukei d’Zimra*, a quotidian praise for our everyday life. Logic would seem to dictate that, if we had to rank these two *Hallels*, the *Hallel* designated to commemorate our most special moments of connection to Hashem would be considered greater than the all-purpose *Hallel* that we say weekly. Yet Chazal do precisely the opposite; the *Hallel* of miracles and Yom Tov is called just *Hallel*, while the *Hallel* we say weekly is termed *Hallel HaGadol* — the Great *Hallel*. Why are the prosaic praises we regularly and repeatedly recite elevated above the joyous songs that we sing on special occasions?

The Gemara (*Pesachim* 118a) teaches that *perek* 136 is known as *Hallel HaGadol* because it uses the following words to praise Hashem:

נִתֵּן לָחֶם לְכָל בְּשָׂר׃ כִּי לְעוֹלָם חַסְדּוֹ.
*(He) provides food to all His creations,
for His kindness is forever. (Tehillim 136:25)*

The overarching importance of this specific praise of Hashem is demonstrated in a Gemara (*Berachos* 4b) which states that anyone who recites *Tehila l'David* (i.e., *Ashrei*) three times daily is guaranteed a portion in the World to Come. The Gemara teaches that what makes *Ashrei* extraordinary is the fact that it praises Hashem as follows:

פִּוֹתְחָ אֶת יָדְךָ וּמְשַׁבֵּיעַ לְכֹל חַי רְצוֹן.
*Opening Your hand and providing sustenance
to all beings that live by Your will. (Tehillim 145:16)*

The Gemara notes that *Hallel HaGadol* contains essentially the same praise: (*He*) *provides food to all his creations*. The reason *Tehila l'David* alone guarantees a portion in the World to Come is that, in addition to this most awesome of praises, it contains praises according to the letters of the *Aleph Beis*.

We have identified the essence of *Hallel HaGadol* as thanking Hashem for sustaining us daily, but we still have to understand why this is the quintessence of *Hallel*, greater even than praising Hashem for a miracle or a Yom Tov. The answer to this question lies in a statement of Rabbi Yochanan later in Gemara *Pesachim*, wherein he states: the sustenance of a person is greater than *geulah* (redemption). He explains that regarding *geulah*, the *pasuk* says (*Bereishis* 48:16):

הַמַּלְאָךְ הַגָּאֵל אֶתִּי מִכָּל רָע...
The angel who has redeemed me from all evil...

Thus, a mere angel can redeem. Regarding sustenance, however, the *pasuk* says (*Bereishis* 48:15):

הָאֱלֹקִים הִרְעָה אֶתִּי...
G-d, who has been my shepherd...

Hashem Himself personally provides sustenance. This is what makes *Hallel HaGadol* the greatest praise. It is a recognition that sustenance comes *solely and directly* from Hashem. Redemption, miraculous salvation, and Yomim Tovim can be achieved via messengers, but life itself comes only from Hashem.¹

As a rule, these two *Hallels* are distinct, and never the twain shall meet. But on the night of Pesach, the *Hallel* of the Seder brings them together. We begin by singing the songs of *Hallel*, thanking Hashem for our salvation from the slavery of *Mitzrayim*. But we do not end there. We

¹ See the Gemara in *Taanis* 2a: אמר ר' יוחנן ג' מפתחות בידו של הקב"ה שלא נמסרו ביד שליח ואלו הן; מפתח של גשמים; מפתח של חיה ומפתח של תחיית המתים - Rebbi Yochanan said: Three keys are solely in the hand of Hashem and are not given over to a messenger and these are they: the key of rain, the key of childbirth, and the key of the resurrection of the dead.' These three keys are all keys to life itself and they are directly in the hands of Hashem. The Gemara on 2b further clarifies that the key to *parnasah*, sustenance, is also solely in the hand of Hashem and is not listed separately because it is included in the key of rain which allows for sustenance.

continue with *Pesukei d'Zimra* and *Hallel HaGadol*, because on this night we recognize that the redemption from *Mitzrayim* is not merely salvation — which could come about through a messenger — it is actually the granting of life itself, performed directly by Hashem (*Haggadah, Magid*):

...לא על יְדֵי מַלְאָךְ וְלֹא עַל יְדֵי שְׂרָף, וְלֹא עַל יְדֵי שְׁלִיחַ,
אֶלָּא הַקָּדוֹשׁ בְּרוּךְ הוּא בְּכֹבֶדוֹ וּבְעֶצְמוֹ.
...not through an angel and not through a seraph
and not through a messenger,
but [directly by] the Holy One, blessed be He, Himself.

Although we were living before the *geulah*, we were not truly alive. Rav Yitzchok Eizik Chaver (1789–1852, Poland) explains that, prior to receiving the Torah, our lives were automatic; our actions had no real import.² When Hashem redeemed Bnei Yisrael at *chatzos* and chose us to be His treasured nation, He breathed a new and greater life into our souls.

As we recite the *Hallel* at the Seder, let us appreciate that we are melding two praises into one paeon to Hashem. We are thanking Him for the miraculous salvation from servitude to freedom but — even more so — we are thanking Him for the greater, more elevated life that He imparted to us at the *geulah*.

² This is expressed in another statement of the Gemara in *Pesachim* 118a: 'א"ר יהושע בן לוי הני עשרים וששה הודו כנגד' - מי כנגד כ"ו דורות שברא הקב"ה בעולמו ולא נתן להם תורה וזן אותם בחסדו *hodus* of *Hallel Hagadol* correspond to the twenty six generations that Hashem created in His world without giving them His Torah when He sustained them purely through His undeserved *chesed*.'

Nirtzah: A Taste of Freedom

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When it's all said and done, how should we feel?

We sit for hours at the Seder fulfilling the dictum,

חַיֵּיב אָדָם לְרַאוֹת אֶת עֲצָמוֹ כְּאִילוֹ הוּא יָצָא מִמִּצְרָיִם

personally reliving *Yetzias Mitzrayim*. We discuss and *feel* the deepening slavery and torture that the Jewish people endured at the hands of their cruel Egyptian masters and imagine *Klal Yisrael's* searing pain and agony as we personally suffer the horror of *Klal Yisrael's* existence in *Mitzrayim*. We then describe and relive the *Makkos* (Ten Plagues) and sense the awe and wonder of seeing Hashem's complete control over all of creation. Finally, we experience *Yetzias Mitzrayim* and feel enveloped in Hashem's love as His chosen people, as our hearts erupt into the *shira* of *Hallel*.

But when the Seder is over —the dishes have been cleared, and the kids are tucked into bed — how should we feel? There is neither a cloud of glory nor a pillar of fire leading us to our destiny. We aren't marching towards *Har Sinai* or *Eretz Yisrael*; we are still here in Silver Spring, Maryland, mired in our seemingly endless *galus*. It's depressing; we raise ourselves to such a high level only to come crashing back down to our reality. Is the Seder night supposed to leave us gloomy and uncomfortable as we feel the darkness of our world of *galus* close in on us once again?

In truth, “post-Seder discomfort” seems to be programmed into Seder night. The Mishnah states, *אַיִן מִפְּטִירֵיךְ אַחֲרֵי הַפֶּסַח אֲכִילָהּ*, teaching that we are not supposed to eat anything after having eaten the *Korban Pesach/Afikoman* (i.e., matzah). The Rambam (*Chametz U'Matzah* 8:9) explains that we are not to eat anything after having the *Afikoman* so that the taste of the *Korban Pesach/Matzah* remains in our mouths through the night. There is a discussion in the Rishonim whether this prohibition to eat after the *Afikoman* extends to drinking as well, and the *Mishnah Berurah*, *Aruch HaShulchan*, and others rule that one should not drink anything that would weaken the taste of the *Afikoman*. In fact, Rav Shmuel Kamenetzky, *shlit"z*, is quoted as saying that one should avoid using mouthwash after the Seder in order to preserve the taste of the matzah in one's mouth.

What exactly is the point of preserving the taste of the *Afikoman* in our mouths for the entire night? While perhaps this requirement speaks to what should be our inability to part from such a precious mitzvah, the fact is that, at a certain point, the taste sours. So when the Seder is over, how should we feel? As amazingly inspirational as our Seder has been, how could one help but feel a heavy letdown, that the Seder has left us — figuratively and literally — with a bad taste in our mouths?

Moshe is sent to tell the Jewish people that Hashem has not forgotten them and that the redemption is at hand — with Hashem’s guarantee that *וְשָׁמְעוּ לְקוֹלְךָ* (*Shemos* 3:18), that the Jewish people will believe him. The Medrash (*Shemos Rabbah* 3:8) explains that the formula Moshe Rabbeinu was told to say — *פָּקֹד פְּקֹדֵתַי אֶתְכֶם*, *I have surely remembered you* (*Shemos* 3:16) — held the key to *Klal Yisrael’s* belief in Moshe’s message. They had a *mesorah* (a tradition) from *Yaakov Avinu*:

כָּל גּוֹאֵל שְׂיִבֵּא וַיֹּאמֶר לָהֶם פְּקִידָה כְּפוּלָה, גּוֹאֵל שֶׁל אֶמְת הוּא.

*A redeemer who would use a **doubled** phrase describing Hashem’s remembering them is a true redeemer. (Shemos Rabbah 3:8)*

Chazal make it clear that **doubling** is an essential component of actual *geulah*. The *pasuk* in *Shir HaShirim* says, *דוֹמָה דוֹדִי לְצִבְיָי*, *my beloved is like a deer* (2:9). The Medrash (*Shir HaShirim Rabba* 2:3) explains that, just as a deer appears, disappears, and reappears again, so too the redeemer of *Klal Yisrael* appeared, disappeared and reappeared again. The Medrash is referring to Moshe’s initial appearance (at the end of *Parshas Shemos*) when he told *Klal Yisrael* and Pharoah that the *geulah* was at hand, which actually led to an intensification of the slavery and suffering of the Jewish people! Moshe then disappeared from the scene for three months and then reappeared: *וַיִּפְגְּעוּ אֶת-מֹשֶׁה וְאֶת-אַהֲרֹן* (*Shemos* 5:20). The Medrash concludes that the final *geulah* will have a similar **double/two stage** dynamic (i.e., the concept of Moshiach ben Yosef and Moshiach ben Dovid).

The attainment or achievement of anything in our world — be it in the realm of possessions, relationships, or the spiritual — involves a process. One must first have a sense of emptiness, which sparks and fuels the efforts one must make to fill that void and achieve or acquire something more. Without that initial sense of “missing something,” one will never begin the process of attaining anything.

But even one who feels no emptiness and is numb to any sense of craving can have that desire awakened by a small taste of that which they are missing. When a fussy baby refuses to eat, merely placing a few drops of milk in his mouth can “awaken” the baby to recognize what he lacks and take the bottle. Similarly, one who has lost a loved one can live her life normally, but the mere sight of an object or picture that reminds her of her lost loved one can trigger a melancholy longing that hadn’t been felt before.

Galus devastates us by depriving us of the closeness and connection to Hashem that we need to fully actualize ourselves. What is even more devastating is that, in the depths of *galus*, we don’t even realize that we are missing anything in our lives. *Geulah* requires a *צִפְיָה*, a longing and desire for Hashem’s redemption, but *galus* leaves us all too comfortably numb to what we are missing.

The Jewish people had sunk so low in *Galus Mitzrayim* that they had almost completely lost their identity as the children of the *Avos* and Hashem’s people. They needed to snap out of

their deadened, numb state of being and have their longing for *geulah* triggered. So Moshe Rabbeinu showed up to give them a taste of the *geulah* and awaken their pining for it. Once their intense ache for the *geulah* was activated, Moshe could return and redeem them. *Klal Yisrael's* tradition was that a redeemer would come with doubled language of *geulah* because he was going to first supply that taste to trigger their longing and then be able to redeem them.

On Seder night we relive *Yetzias Mitzrayim* and experience the thrill of going מְעַבְדוֹת לְחֵירוֹת — from slavery to freedom — and our hearts burst with the praise and thanks of *Hallel*. But when we finish *Hallel*, look around, and realize how lost in *galus* we are, it hurts. The heady taste of freedom we savored when eating the *Afikoman* has gone stale and we are left with a bad taste in our mouths. We feel a deep aching emptiness, as we realize how far we are from true *geulah*. That longing for better is *exactly* what we need to feel. At the Seder we taste *geulah* — which stimulates the longing that begins the process of the ultimate *geulah*.

The Seder concludes with נְרַצָּה, the final part of the Seder that many *meforshim* explain is a *tefillah* that our *Avodah* (worship) on this auspicious night be נְרַצָּה, desired by Hashem. Perhaps the term נְרַצָּה is also an expression of *our* feelings at the end of the Seder. נְרַצָּה — from the shoresh רצה, to desire: a section of the Seder declaring our burning yearning for *geulah*.

And so we conclude the Seder declaring our hunger for Hashem to יִבְנֶה בְּיָמֵינוּ בְּקֶרֶב (to build His Temple soon) and for *Klal Yisrael* to find themselves פְּדוּיִם לְצִיּוֹן בְּרִינָה — redeemed with joyful song in Zion — and that we experience next Pesach, הַבָּאָה בִּירוּשָׁלַיִם הַבְּנוּיָה, Next year in a rebuilt Yerushalayim.

The Prohibition Against Litigating Disputes In Non-Jewish Courts

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The Vaad HaRabanim of Greater Washington operates a beis din (rabbinic court) that provides several services: gittin (halachic divorces), geirus (conversions to Judaism), and dinei Torah (adjudication of civil and family disputes according to halachah). While the indispensableness of rabbinic involvement in the first two of these areas is widely understood, the importance of adjudicating disputes in beis din as opposed to non-Jewish court is not as well appreciated as it should be. In this article, we survey some of the pertinent halachic rules governing the litigation of disputes in non-Jewish court and/or according to secular law.¹ This is a complex topic and rabbinic guidance should be sought regarding specific circumstances.

THE PROHIBITION AGAINST LITIGATING DISPUTES IN NON-JEWISH COURTS

Litigating disputes in non-Jewish courts is generally severely prohibited. Rambam rules:

When any person has a judgment adjudicated by gentile judges and their courts, he is considered a wicked person. It is as if he disgraced, blasphemed, and lifted up his hand against the Torah of Moses our teacher.²

Such litigation is prohibited even by mutual consent of the litigants.³

EXCEPTIONS

There are a number of exceptions to the general prohibition to litigate in non-Jewish courts, some of which are enumerated below:

LITIGANTS WHO REFUSE TO APPEAR BEFORE BEIS DIN

Where one litigant refuses to submit to adjudication by *beis din*, the other may pursue the matter in secular court but, according to most authorities, this is only permitted after requesting and receiving authorization from *beis din* to do so.⁴ Despite the existence of a more lenient view, R. Asher Weiss, a leading contemporary Israeli authority, declares that this requirement is appropriate “in this unruly generation” for, otherwise, the boundary “that separates between holy and profane, and between the Torah of life and the jurisprudence of wickedness” would be overrun. Furthermore, some authorities

¹For a lengthier, more comprehensive treatment of this topic, see my friend R. Ari Marburger’s *Arkaos, Civil Litigation, and Halachah*.

²*Hilchos Sanhedrin* 26:7. Cf. *Kovetz ha-Poskim* p. 212.

³*Shulhan Aruch HM* 26:3-4. Cf. *Sema* s.k. 11; *Urim ve-Tumim Urim* s.k. 10 and *Tumim* s.k. 4; *Nesivos ha-Mishpat Hiddushim* s.k. 10; R. Asher Weiss, *Heter Lifnos le-Arkaos, Kovetz Darkei Hora’ah* 5, pp. 99-101; *Kovetz ha-Poskim* (Brooklyn 5735) vol. 3 p. 209; *Minhas Zvi* (Spitz) *helek 1 (Shcheinim) siman* 16 *osios* 7-8. Regarding alternative dispute procedures such as arbitration, see *Arkaos, Civil Litigation, and Halachah* p. 10.

⁴*Shulhan Aruch* *ibid. se’if* 2. Cf. *Sema* s.k. 5; *Kessef ha-Kadashim* *ibid. s.v. Yitva’enu le-dayanei Yisrael*.

rule that simple rabbinic permission does not suffice and authorization from an actual *beis din* is required.⁵

R. Eliezer Melamed, another leading contemporary Israeli authority, is more lenient, and permits one to follow the more permissive view which allows proceeding in a non-Jewish court without authorization from a formal *beis din* against a litigant who refuses to appear before a proper *beis din*; he still requires consultation with a rabbi proficient in these areas of *halachah* in order to ensure that one's claim has merit according to Torah law.⁶ (See below for further discussion of this point.)

Some maintain that even if a Jew sues another Jew in a non-Jewish court without authorization from a *beis din*, the appropriate response by the defendant is to attempt to move the proceeding to *beis din* by notifying the plaintiff that he is prepared to adjudicate the matter there and summoning him to appear there. Two wrongs do not make a right: the plaintiff's illegitimate initiation of a lawsuit in non-Jewish court without proper authorization, these authorities maintain, does not justify the defendant in the further illegitimate behavior of continuing such litigation without first attempting to move the proceeding to *beis din*.⁷

Even where one is permitted to litigate a dispute in a non-Jewish court, according to many authorities he is still not entitled to any award to which he is not entitled according to Torah law.⁸ The *Nesivos ha-Mishpat* goes so far as to maintain that *beis din* may not even authorize litigation in a non-Jewish court unless it is able to independently confirm the veracity of the plaintiff's claim,⁹ although most authorities disagree, and the custom is not like this stringent view.¹⁰

NON-JEWISH LITIGANTS

Many authorities maintain that, in theory, Jews are commanded to adjudicate even disputes with non-Jews in *beis din*.¹¹ In practice, however, non-Jews will typically be uninterested in submitting to the authority of *beis din*; it is therefore generally permitted to sue them in non-Jewish court.¹²

⁵*Shut. Radvaz helek 1 siman 172; Orah Mishpat (Analik) siman 26; Shut. Maharsham helek 4 end of siman 105 s.v. u-Mah she-sha'al iy av beis din yehidi*, (Maharsham allows an *av beis din* to authorize litigation in secular court on his own, without the involvement of his colleagues, but he seems to take for granted that authorization by *beis din* at least in some form is required.)

⁶*Din Torah ve-Din Arkaos*. Arutz Sheva. 29 Shevat, 5771 / Feb. 3, 2011. Cf. *Arkaos, Civil Litigation, and Halachah* p. 4.

⁷"Senior rabbis of the Diaspora," cited by *Imrei Binah Hilchos Dayanim siman 27 s.v. ve-Im yatza hayav*. While the *Imrei Binah* himself strongly rejects the apparent position of these rabbis that since the defendant is expected to attempt to move the litigation to *beis din*, by failing to do so he thereby becomes liable for subsequent court costs of the plaintiff (as ordered by the court), he does not necessarily reject their basic underlying premise that the appropriate response to being sued in non-Jewish court is to attempt to move the litigation to *beis din*. Cf. *Shut. Keneses Yehezkel siman 97 s.v. Amnam Hosein Moshe; Shut. Maharsham helek 1 siman 89; Shut. Avnei Heifetz siman 74 from os 10; Seder ha-Din* p. 475; *Arkaos, Civil Litigation, and Halachah* p. 8.

⁸See Rema *ibid.* end of *se'if 1; Urim ve-Tumim ibid. Tumim s.k. 2 and Urim s.k. 6; Erech Shai ibid. s.v. Ein nizkakin lo; Kesef ha-Kadashim ibid.; Maharsham ibid.; Seder ha-Din* pp. 485-88; *Arkaos, Civil Litigation, and Halachah* p. 5 and n. 18 and p. 6 n. 29.

⁹*Nesivos ha-Mishpat ibid. Hiddushim s.k. 8; Biurim s.k. 3.*

¹⁰*Erech Shai ibid. se'if 2; Divrei Geonim klal 52 os 3; Imrei Binah Hilchos Dayanim siman 27 s.v. ve-Hinei be-Nesivos; Orah Mishpat ibid. se'if 1 s.v. ve-Lachuf, se'if 2 s.v. Kasav ha-Nesivos ha-Mishpat; Seder ha-Din* pp. 465-66; R. Asher Weiss *ibid.* Cf. *Halachah Pesukah (Machon Harry Fischel) ibid.* pp. 329-30.

¹¹*Shut. Tashbatz helek 2 siman 290 s.v. ve-chol zeh and helek 4 (Hut ha-Meshulash) Tur 3 end of siman 6*, cited by *Divrei Geonim ibid. os 15 and Minhas Pitim HM beginning of siman 26; Orah Mishpat ibid. se'if 1 s.v. va-Afilu Yisrael she-yesh lo din im nochri; Kovetz ha-Poskim* p. 178.

¹²*Tashbatz (Hut ha-Meshulash) ibid.*

TORT AND MALPRACTICE CLAIMS

Some authorities extend the dispensation to adjudicate in non-Jewish court disputes involving non-Jewish litigants who are presumptively uninterested in adjudication in *beis din* to cases such as motor vehicle accidents or incidents of medical malpractice where the nominal defendant is Jewish but the real target of the litigation is the defendant's insurance carrier, which will generally be a corporation uninterested in adjudication in *beis din*.¹³

Additionally, some authorities allow the adjudication of such cases in non-Jewish court on a variety of other grounds as well:

R. Mendel Shafran, another leading *haredi* Israeli authority and *dayan*, argues that adjudication within such a framework is a societal norm and thus is presumed to have been the prior expectation of both parties.¹⁴ Another leading Israeli authority, however, the late R. Zalman Nechemia Goldberg, disagrees and argues that while societal norms can serve to clarify the precise terms of explicitly stipulated contractual obligations, they should not be invoked to create entirely new obligations (such as malpractice liability where such liability does not exist according to *halachah*).¹⁵

R. Shafran additionally argues that modern legal malpractice liability is an indispensable deterrent to recklessness and even more egregious conduct by physicians, and this itself legitimates Jews availing themselves of their legal rights under modern malpractice law. If they were barred from doing so, Jewish patients of Jewish physicians would find their safety dependent solely upon the rectitude of their physicians — an obviously intolerable situation!¹⁶

CHOICE OF JURISDICTION AND CHOICE OF LAW CONTRACTUAL PROVISIONS

Many contracts contain choice of law provisions, which stipulate which state's legal rules will be applied in the event of a lawsuit arising under the contract, and jurisdiction provisions, which stipulate where (in which state and county) a lawsuit must be filed.¹⁷ In light of the above discussion, it is understandable that choice of jurisdiction provisions are halachically problematic,¹⁸ but choice of law provisions are actually halachically controversial as well.

The great Spanish medieval authority R. Shlomo ibn Aderet (Rashba) eloquently expressed his deep dismay over the alleged custom of the Jews in Perpignan to follow non-Jewish inheritance law rather than *halachah*, since although it is indeed the case that in civil matters, Jews are free to enact whatever rules they desire and to establish customs to that effect, nevertheless:

But to conduct oneself so because it is the custom of the non-Jews, this truly seems to me to be prohibited, for he is imitating the non-Jews, and this is what the Torah has prohibited

¹³R. Yitzhak Zilberstein, *Teviah be-Arkaos Al Mehdal Shel Rofei, Kovetz Yeshurun* vol. 11 pp. 695-97; R. Ido Rechnitz, R. Sinai Levi, R. Akiva Kahana, *Heter Peniah le-Arkaot Neged Hevrat Bituah*, Eretz Hemdah Gazit File #75073. Cf. R. Asher Weiss *ibid.*; R. Amos Rabilo, *Pitzui Al Rashlanut Refuit*; R. Avishai Natan Meitlis, *Rofei Menateah she-Hizik be-Mehalach Tipul*.

¹⁴R. Mendel Shafran, *Kovetz Umka de-Dina* (Jerusalem 5766) pp. 66-67. While this argument may justify the victim in demanding any compensation to which he is entitled by secular law, even if he is not entitled to such compensation according to *halachah*, it is unclear why it would allow him to actually sue in court as opposed to *beis din*. Cf. R. Asher Weiss *ibid.*; *Seder ha-Din* p. 472.

¹⁵*Umka de-Dina* p. 68.

¹⁶See also *Shut. Teshuvos ve-Hanhagos helek 3 siman 444*.

¹⁷Richard Stim, *Common Boilerplate Provisions in Contracts*, Nolo.

¹⁸See *Arkaos, Civil Litigation, and Halachah* pp. 11-12 for detailed discussion of this point.

(by the words: “And these are the ordinances that you shall place) **before them**” – and not before non-Jews¹⁹, even if they both desire this, and it is a civil matter, for the Torah has not left the nation that is an inheritance to Him to its own desires, to give honor to the ordinances of the non-Jews and their laws ...

And *a fortiori* if now they continue to sin,²⁰ to uproot the inheritance of a father to his children, and they rely upon the support of this splintered cane.²¹ One who does this casts down the wall of the Torah and uproots root and branch, and the Torah will hold him accountable, and one who multiplies his wealth²² by this through his own handiwork will be entrapped.²³

And I say that anyone who in permitting this relies upon *dina de-malchusa* [the *halachic* principle that the law of the land is recognized as binding upon Jews], he errs: it is theft and he must return the theft...and if we would say so (that we do rely upon *dina de-malchusa*)...this generally uproots all the laws of our complete Torah, and what need have we of our holy, sanctified books, which were composed for us by Rabbi [Yehudah ha-Nasi] and after him, Ravina and Rav Ashi? Let them teach their children the laws of the non-Jews and build for themselves *harlequin platforms*,²⁴ in the house of the treading [or “impurity”] of the non-Jews.²⁵ Heaven forbid! Such a thing shall not occur in Israel, lest the Torah gird itself in sackcloth...²⁶

In light of this searing indictment by Rashba, some *halachic* authorities argue that choice of law provisions are problematic, since they constitute an explicit preference for non-Jewish law over *halachah*.²⁷ R. Goldberg, however, counters that Rashba’s objection is limited to contexts like inheritance, where the stipulated or customary rules are in direct opposition to those prescribed by the Torah, and such arrangements are accordingly prohibited when motivated by a desire to imitate the non-Jews — as opposed to general contractual contexts, where the stipulated terms do not fundamentally contradict Torah law (although the *halachah* may have different defaults).²⁸

R. Chaim Jachter, a prominent American *dayan* and scholar, notes that contemporary *batei din* are divided on this question:

A more controversial portal is the contractual agreement for a Beit Din to adjudicate disputes in accordance with civil law of a specific jurisdiction as of the day of the contract. The Beth Din of America will, generally speaking, honor such agreements. They reason that Halacha follows Rabi Yehuda who permits structuring financial affairs in any manner

¹⁹Gittin 88b.

²⁰Hoshea 13:2.

²¹Yeshayah 36:6.

²²Mishlei 28:8 (referring to usury).

²³Tehillim 9:17.

²⁴Yechezkel 16:16.

²⁵Heb. בבית מדרסי הגויים. This somewhat difficult to translate phrase is obviously a pejorative play on words from בית מדרש.

²⁶Shut. ha-Rashba helek 6 siman 254.

²⁷Minhas Zvi *ibid. osios* 9-11; R. Tzvi Gartner, *Yeshurun ibid.* pp. 698-99.

²⁸R. Zalman Nechemia Goldberg, *Yeshurun ibid.* pp. 702-03. Cf. *Shut. Minhas Asher helek 2 siman 122 anafim* 3-4 and *siman 125 s.v. ve-ly be-didi talya milsa*.

provided that it is honest, consensual and does not violate ritual law (such as the prohibition of Ribbit, charging interest). Other Batei Din, however, view such agreements as a violation of the prohibition to adjudicate in civil court. They reason that Halacha forbids submitting both to the authority of a Nochri [non-Jewish] court and to Nochri law. The Beth Din of America, however, argues that one submits to the authority of the civil law only if the contract calls for the Beit Din to rule in accordance with the civil law as of the date of the adjudication of the future dispute. Indeed, the prenuptial agreement promoted by the Rabbinical Council of America and the Beth Din of America (and approved by Rav Ovadia Yosef) offers the option for couples to submit to the jurisdiction of the Beth Din of America for adjudication of any financial dispute emerging from divorce, based on civil equitable distribution laws or community property laws. Of course, the agreement calls for the Beit Din to apply these civil laws as they apply on the day of the signing of the prenuptial agreement.²⁹³⁰

We close by reiterating that this is a complex and difficult topic, involving severe prohibitions, and accordingly rabbinic guidance should be sought before participating in legal proceedings in secular court or signing contracts that include choice of jurisdiction and/or choice of law provisions.

²⁹In the most recent version (“Rev. Nov. 2018”) of the prenup in question, the optional clause does not mention “laws” and reads as follows:

“The parties agree that the Beth Din of America is authorized to decide all monetary disputes (including division of property and maintenance) that may arise between them, and to utilize principles of equitable distribution in accordance with customary practice, as the Beth Din deems appropriate according to principles of Jewish law, equity and local custom.”

³⁰R. Chaim Jachter, *Beit Din Basics*. See *Arkaos, Civil Litigation, and Halachah* pp. 12-13 for further discussion of this question.

Canceling Work Agreements Due to Unforeseen Circumstances: An *Oness*

Rabbi Michael Frank
Ohr HaTorah

When a person hires an individual to perform a job, they are committing to each other — the employer to provide the work and compensation, the employee to perform the work. If they make a proper *kinyan*, such as a contract, the deal is enforceable. If the employer backs out, he must pay the employee regardless of whether the work was completed. If the employee backs out, in certain circumstances he can be compelled to perform the work. If someone signed a deal to work, they cannot simply back out, no matter how good the reason. There are some exceptions to this, and a competent Rav should be consulted.

There are, however, situations in which both the employer and the employee have the best intentions, but the work agreement is cancelled due to an unplanned occurrence; such an unplanned occurrence is termed an *oness*. These are situations out of the control of both the employer and the employee. What is the *halachah* in this case? Does the employer still have to pay the employee, as if the employer had backed out? Does the fact that one withdrew against his will due to an *oness* make a difference?

The employer definitely has to pay for whatever work was completed, but the *halachah* is that, in most cases, the employer is not responsible for the full agreed-upon wage. Even if the employee had turned down other jobs for this one — and lost potential income because of the cancellation — the employer is not responsible, because the cancellation was due to an *oness*.

The rationale behind this is debated by the *poskim*. Some *poskim* say¹ that the onus is on the employee to foresee and stipulate against every eventuality, because he is the one who wants to receive money from the other party. Other *poskim* say² that it is a *safek* (a question) as to who in fact is responsible to stipulate; therefore the *halachah* remains, as it does in all monetary disputes, *hamotzi mi'chavairo alav hara'yah* — it is the responsibility of the plaintiff to prove that he has a claim to the money.

There are four possibilities in every *oness* situation:

1. The employer and the employee were both aware that the *oness* might occur.
2. The employer and employee were both unaware that the *oness* might occur.
3. The employer knew of the possibility of this *oness* but did not inform his employee.
4. The *oness* was completely unexpected and was therefore not foreseeable.

The *halachah* is different depending upon the case, as we shall explain, *iy"H*.

¹ *Rosh Bava Metziah, Perek HaSochair (3) and Tur Choshen Mishpat 334:1.*

² *Mordechai Bava Metziah (345), according to the understanding of the Gr"a Choshen Mishpat 334:1.*

EVENTS BOTH COULD HAVE FORESEEN

There are circumstances that are foreseeable by both employer and employee. For example:

Mr. Green hired Yitz's One Man Band to play at an outdoor event at his school. However, the event was canceled with no advance notice due to a sudden thunderstorm. Does Mr. Green have to pay for Yitz's time anyway?

This is a foreseeable circumstance for both employer and employee, yet there is nothing that one could do to prevent this occurrence. Mr. Green is therefore not responsible for Yitz's loss, even if they had written and signed a contract, which is a proper *kinyan*.³ The onus falls upon the employee to protect himself and ensure that he would receive payment. Yitz should have spelled out in their contract that he would receive payment regardless of the weather. In the absence of that condition, Mr. Green is not responsible.

REASONABLE EVENTS BOTH DID NOT FORESEE

The same *halachah* applies even when both employer and employee had no idea that the *oness* might occur. Take this case, for example:

Meir hired Yaakov, who had a car service company, to be his driver for a whole week. Yaakov gave up all other reservations for that week. In middle of the week, Meir got sick, and was not able to travel anywhere.

This is a situation in which neither the employer nor the employee could have foreseen that Meir would become sick and be forced to cancel his travels. In this situation, as well, Meir is responsible to pay only for the days Yaakov drove him; he is not obligated to pay anything for the remainder of the week. Here, too, it was incumbent upon the car service driver, Yaakov, to protect himself and stipulate in the contract that he would receive payment in this eventuality.

EVENTS OF WHICH ONLY THE EMPLOYER WAS AWARE

In situations where the employer had information that he did not share with his employee, the employer is responsible. For example:

Perfect Builders hired Tzvi's Mortar and Cement to pour concrete sidewalks for a commercial building. The work was scheduled for Monday morning. Due to the condition of the job site, a heavy rain Sunday morning ruined the ground, which needed to be regraded in order to pour the cement. When Tzvi's company arrived on Monday morning, it was impossible for them to pour the cement and they lost a day's work.

³ *Choshen Mishpat Siman 334:1 in the Mechaber and Rema*. It is not spelled out clearly that even when a *kinyan* has been made, the *halachah* remains the same but, because no differentiation is made, it seems clear that it would not make a difference; this is the assumption of contemporary *poskim* as well.

In this situation, Perfect Builders was aware of the condition of the job site, while Tzvi's Mortar and Cement was not. It was the responsibility of Perfect Builders to notify Tzvi of the possibility of cancellation in the event of rainfall. As Perfect Builders did not share this information with Tzvi, they are responsible to pay for Monday's lost wages.⁴

It is important to note that, even had Perfect Builders given the proper notice, nothing could have been done to prevent the actual *oness*. It was nevertheless their responsibility to disclose this information to their employee, Tzvi's Mortar, so that Tzvi could make his own choice as to whether to accept that risk. As Perfect Builders failed to disclose this information, they are responsible to pay should that *oness* occur.

Here is another example of this *halachah*:

Esti was hired to babysit for the Friedmans, who wished to attend an engagement party they were anticipating; Esti turned down other babysitting jobs for that night. The Friedmans canceled because the engagement did not become official that night — a possibility of which they were aware, but about which they did not inform Esti. With advance notice of this possibility, Esti might have chosen to take a different job.

The Friedmans are responsible to pay Esti for her lost income because they had information regarding the possibility of an *oness* which they did not share with Esti.

EVENTS THAT ARE COMPLETELY UNEXPECTED: *ONESS D'LO SHACHIACH KLAL*

There are situations in which the unforeseen occurrence is so unexpected and rare that there was no way either side could have possibly taken precautions.⁵ This is termed an *oness d'lo shachiach klal*. For example:

Eli is a musician, hired to spend a whole day performing in the background in a building where a convention was taking place. When he arrived at the building, he found it closed due to a bomb scare; the building was not open for the remainder of the day. Eli had passed up other jobs to take this one and had a signed contract. In addition, Eli had received a down payment of \$1000 towards the total compensation of \$4000.

This is an example of a completely unforeseeable *oness*, something that rarely happens. According to some *poskim*, Eli is entitled to receive compensation for the day he missed due to an unforeseen *oness*. Others maintain that the employee always loses out. As there is no final *psak* in this situation, the *halachah* is *ha'motzi mi'chaveiro alav ha'rayah*: if Eli has not received compensation yet, he cannot demand payment. If he has already received compensation, he may keep it.

⁴ *Ibid.*

⁵ The source of this *halachah* is *Shu"t Maharam Rothenberg* quoted by *Beis Yosef Choshen Mishpat*, end of *Siman* 333. The *Minchas Pittim*, beginning of *Siman* 334, assumes that this opinion is not *halachah*, as it is not quoted by any later *poskim*. However, other *Rishonim* seem to agree with the *Maharam* and it therefore remains a *safek* and *ha'motzi mi'chaveiro alav ha'rayah*.

IN SUMMARY

If both the employer and the employee were unaware of the situation, the employer is not responsible to pay. If both the employer and the employee were aware of the possibility of an *ones*, likewise, the employer is not responsible. However, if the employer had knowledge of the possibility of an *ones* which he did not share with the employee, the employer is responsible to pay. Where the *ones* was completely unexpected, according to some *poskim*, the employee is entitled to compensation — but, as that remains undecided, the *halachah* is *ha'motzi mi'chaveiro alav ha'rayah*: the employee may keep payment he has received but cannot demand further payment.

Tortious Interference in Home Purchases

Rabbi Moshe Walter
Woodside Synagogue Ahavas Torah

In any busy Jewish metropolis, buying the right home — close to the shul of your choice, in close proximity to your children’s friends, and near kosher establishments — is not an easy task. When a house goes on the market, there are often multiple bids presented by other observant families, all vying for that ideal home. In an attempt to secure one’s dream home, one may go to great lengths to lock in the deal, thereby purposefully or inadvertently encroaching upon another potential buyer’s dealings with the seller.

In common law, this act is termed “tortious interference,” a tort allowing a claim for damages against a defendant who wrongfully interferes with the plaintiff’s contractual or business relationships.

In Jewish law, it is appropriate to consider the following questions to ensure that the purchase of one’s home is conducted with propriety:

Is it permissible to bid on a home when a potential buyer is already in serious negotiations with the seller?

Is it permissible to outbid another would-be home purchaser at any point in the process?

ANI HA’MEHAPEICH B’CHARARAH: SNATCHING THE BREAD

The Gemara recounts the following story: Rav Giddel was negotiating with a landowner to purchase a piece of real estate. Rabbi Abba came along and purchased the property first. When Rav Giddel heard about the purchase, he filed a complaint with Rav Yitzchak Nafcha. Rav Yitzchak Nafcha met with Rabbi Abba and asked him if it would be appropriate for someone to snatch a piece of bread when a poor man is closing in on it. Rabbi Abba responded that a person who commits such an act would be deemed “wicked.” Based upon this answer, Rav Yitzchak Nafcha proceeded to ask Rabbi Abba how he could purchase a piece of real estate that Rav Giddel had been negotiating to acquire. Rabbi Abba responded that he had not known that his colleague was looking to purchase that property. Rav Yitzchak Nafcha ruled that Rabbi Abba should transfer the property to Rav Giddel.¹

The Gemara indicates that a second buyer is prohibited from interference with negotiations that are underway between a buyer and a seller. This prohibition, known as “*ani ha’mehapeich b’chararah*,” is based upon the Talmudic case of a pauper who is homing in on a piece of bread — but loses it to someone who snatches it before the pauper can grab hold of it. The Gemara terms the snatcher “wicked.” While the pauper does not establish legal rights to the bread until he physically takes possession of it, *Chazal* consider it unethical to interfere with the pauper, who is just steps away from acquiring the bread. This case forms the basis for the prohibition

¹ *Kedushin* 59a.

against barging into negotiations that are well underway between a seller and a potential buyer.²

The *Rishonim* offer two reasons to prohibit interference with a business deal. First, it is inappropriate to interfere with another Jew's livelihood.³ Second, such activity does not fall within the category of being "right and good," as the Torah teaches: "Do what is right and good in the eyes of Hashem."⁴

Two primary issues emerge from the above passage and are the subject of debate by the *Rishonim*:

- Is it permissible to interfere with negotiations in progress to acquire ownerless property?
- At what point during the negotiations is interference prohibited?

The resolution of these questions will serve as the basis for the practical *halachos* relating to tortious interference in home purchases.

HEFKER: OWNERLESS PROPERTY

Rashi and Rabbeinu Tam disagree as to the legal status of the piece of bread that the pauper was seeking to acquire.⁵ Rashi takes the position that, even though the bread is ownerless, a second party is still forbidden to interfere.

Rabbeinu Tam (Rabbi Yaakov ben Meir, France, d. 1171) argues that, when one is attempting to procure an ownerless object, there is no prohibition against a second individual interfering. Rabbeinu Tam explains that one is only prohibited from interfering with negotiations between a buyer and a seller because the first potential buyer — who is working hard to close a deal — should not be disturbed when the second potential buyer can look elsewhere for a similar item. When the item is ownerless, however, the competitor can argue that, if he does not acquire this ownerless item or property, he will be unable to acquire it elsewhere. For this reason, Rabbeinu Tam allows the competitor to attempt to acquire the item.

Based upon this logic, other *Rishonim* extend Rabbeinu Tam's leniency — to allow a competitor to acquire a sale or unique item due to its lack of availability elsewhere. Therefore, just as it is permitted for a competitor to preempt the first potential buyer by snatching an ownerless item first (because of its lack of availability elsewhere), it would be permitted for one to preempt

² See *Sema* 237:6 and *Aruch HaShulchan* *ibid* 3, who posit that the prohibition of *Ani Ha'Mehapeich* is limited to a case when the first person is a pauper — but if the first buyer is well-to-do, this rule would not apply. Most *poskim* do not make this distinction.

³ *Rashi, Kedushin, ibid d"h nikrah.*

⁴ *Mordechai, Kedushin* 524 citing this *pasuk* in *Devarim* 6:18.

⁵ *Rashi, Kedushin, ibid, Tosafos, ibid., s.v. ani.*

another buyer looking to purchase a home in a neighborhood where available homes are at a premium.⁶ The majority of *Rishonim* and *Acharonim* agree with the opinion of Rabbeinu Tam.⁷

THE TIMING

If the buyer and the seller have entered into a contract, formal act, or binding commitment, the deal is sealed. However, the Mordechai (Rabbi Mordechai ben Hillel, Germany, d. 1298) and the Perishah (Rabbi Yehoshua ben Alexander HaCohen Falk, Poland, d. 1614) disagree as to the point at which, prior to the signing of a contract, the prohibition of *ani ha'mehapeich b'chararah* applies.

The Mordechai rules that the prohibition is applicable from the moment the buyer and the seller reach a financial agreement — even before they execute the deal by means of a formal act of acquisition. According to the Mordechai, it is permissible for a second potential buyer to make an offer to the seller if negotiations are still ongoing. However, from the moment that a financial agreement has been reached, the Mordechai prohibits such an offer.⁸

The Perishah disagrees with the Mordechai, in light of the Talmudic passage cited above in which Rabbi Abba is seen to be in violation of the prohibition of *ani ha'mehapeich b'chararah* at an even earlier stage (when Rav Giddel was still negotiating with the landowner to purchase the property).⁹ As such, the Perishah rules that, if the buyer and the seller are in the midst of negotiating the purchase price, a second potential buyer may not jump in, outbid the original buyer, and derail the negotiations. However, if the buyer were to walk away from the negotiations, a second buyer would be permitted to outbid the first buyer and would not be in violation of *ani ha'mehapeich b'chararah*.

The majority of *Rishonim* and *Acharonim* agree with the opinion of the Mordechai.¹⁰

THE HALACHIC OUTCOME

The *Shulchan Aruch* (Rabbi Yosef Caro, Eretz Yisrael, d. 1575) does not take an unequivocal position on either of the two questions debated by the *Rishonim*.¹¹ Regarding whether *ani ha'mehapeich* applies to ownerless property, the *Shulchan Aruch* first cites the opinion of Rabbeinu Tam and then the opinion of Rashi; most halachic authorities understand that the *Shulchan Aruch* rules in accordance with Rabbeinu Tam.¹² The *Shulchan Aruch* does not address the question of when the prohibition of *ani ha'mehapeich* sets in.

The *Rema* (Rabbi Moshe Isserles, Poland, d. 1572), however, is explicit — ruling in accordance with Rabbeinu Tam that the prohibition does not apply to ownerless property or objects. He

⁶ *Rosh*, ibid. 3:2; *Ran to Rif 24a*, *Beis Yosef Choshen Mishpat 237*, and *Responsa Maharshal 36* citing a plethora of other *Rishonim* who rule like Rabbeinu Tam.

⁷ See *Sefer Mishpatei Yosher* (Fleishmann) *Ani Ha'Mehapeich 2:1-2* and *3:8-10*.

⁸ *Mordechai, Bava Basra 551* cited by *Beis Yosef Choshen Mishpat 237*.

⁹ *Perishah Choshen Mishpat 237:1*.

¹⁰ *Responsa Shevet HaLevi 4:212* and *Sefer Mishpatei Yosher* ibid 3:2-3 and footnote 59.

¹¹ *Shulchan Aruch, Choshen Mishpat 237*.

¹² *Sema*, ibid 8 and *Nesivos HaMishpat - Bei'urim*, ibid 2.

extends the leniency of Rabbeinu Tam to sale items as well.¹³ Additionally, the Rema rules in accordance with the Mordechai that the prohibition of *ani ha'mehapeich b'chararah* sets in only after a financial agreement between the buyer and seller has been established.¹⁴

What emerges from these rulings is that the Rema consistently favors the “latecomer” on the scene when the item sought by both parties is ownerless, being sold at a discount, or represents a unique opportunity — or if a firm financial agreement between the first buyer and the seller has not been established. According to the Rema, if any one of these conditions exist, it would be fair play for a second home buyer to attempt to outbid or outmaneuver the first potential buyer.

Although the lion’s share of *poskim* posit like Rabbeinu Tam, *Shulchan Aruch HaRav* states that a “*ba'al nefesh*” (one who elevates all things to a spiritual level) should be strict and not interfere. Rabbi Moshe Feinstein *zt”l* similarly concludes that one who is “God-fearing” should be stringent and not rely upon the opinion of Rabbeinu Tam.¹⁵

CONCLUSION

Every case of potential interference in the purchase of a home is different. Each situation requires analysis as to the stage of negotiations that the seller and the buyer have reached and as to whether the opportunity is itself unique. These key issues should be addressed when seeking to interfere with negotiations already underway between a potential buyer and the seller. It is rare to find a black-and-white case in which it is obviously early enough in the negotiations or in which the opportunity is unique enough to absolutely permit a second buyer to interfere with negotiations that are underway. A competent halachic authority should be consulted.

In a situation in which it is deemed that halachic interference has occurred — although the first buyer on the scene has no financial recourse because the first buyer and the seller have not signed a formal contract — the second buyer is still required to return the property, even if the interference was done without prior knowledge. If the property is not returned, the buyer is deemed a “*rashah*,” wicked, and is called out as such.¹⁶

It is worthwhile to conclude with *Chazal’s* notion that one’s home ownership is predestined forty days before conception.¹⁷ Thus, questionable interference in a home purchase is not only a serious halachic matter that relates to appropriate interpersonal behavior but may be tinkering with a weighty philosophical issue as well.

¹³ See *Responsa Maharshal* 36, who rules that the sale price must be significantly lower to permit a second buyer to make a bid.

¹⁴ *Rema*, *ibid*. See *Pischei Teshuvah* 237:3, who seems to rule in accordance with *Perishah*, as does *Aruch HaShulchan* 237:1.

¹⁵ *Shulchan Aruch HaRav*, *Hilchos Hefker v’Hasagas Gevul* 10, *Iggeros Moshe*, *Choshen Mishpat* 1:60, *Iggeros Moshe*, *Even HaEzer* 1:91, and *Mishpitei Yosher* 2:2 and footnote 32.

¹⁶ See above regarding Rabbi Abba and Rav Giddel, *Sema* 237:1 and *Mishpitei Yosher* *ibid* 1:6.

¹⁷ *Sotah* 2a.



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VAAD HARABANIM
THE RABBINICAL COUNCIL
of GREATER WASHINGTON

Rabbi Moshe Walter
Woodside Synagogue Ahavas Torah
Executive Director

Erev Pesach 5782

Dearest Community Members,

Orthodox communities around the world were shocked by the recent revelation of a high-profile sexual abuse case. Our hearts go out to the victims and to all those who have suffered the devastation wrought by this abuse.

In response, Orthodox communities have come to appreciate the importance and necessity of raising collective awareness and educating children and adults alike as to how to prevent or at least lower the risk of such occurrences in the future.

The Rabbinical Council of Greater Washington has been giving very serious consideration to this issue. We are working to develop strategies to enhance communal awareness and understanding. To that end, we plan to host a formal program soon to address these issues.

We, the Rabanim of the Vaad, in our individual capacities as communal Rabbis and collectively as a rabbinic body, appreciate our great and solemn responsibility to protect our community from harm. We will work in close cooperation with experts and civil authorities across the board to prevent anyone from preying upon our children.

With our *brachah* that the *Shomer Yisrael* will protect us from enemies — both obvious and hidden — and send all of *Klal Yisrael* a personal and collective *geulah*, speedily in our days,

The Rabbinical Council of Greater Washington

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The Enduring Nature of Yeshivos

Rabbi Ahron Lopiansky

Rosh HaYeshiva, Yeshiva of Greater Washington – Tiferes Gedaliah

What is a *yeshiva*? Why do we need a *yeshiva*?

These questions seem ludicrous. If we want to raise the next generation to be proud and observant Jews, don't we need to educate them? If we are to have Rabbis to lead our shuls and communities, don't we need to train them?

The "obvious" answers above reveal that we have defined *yeshiva* in its modern context — not by its traditional, essential meaning. The Gemara (Yuma 28b) states that *yeshivos* have never ceased to exist amongst us since the days of Avrohom Avinu. The Gemara repeatedly references the word *zakein* (referring to "elders") while indicating that *yeshivos* have always been a part of our people. This is very difficult to translate as "schools," in the sense of what we have today.

To understand the word *yeshiva* in its true sense, we need to rethink the purpose of the study of Torah itself. That is to say: Is Torah merely an instruction booklet for the appropriate fulfillment of *mitzvos* — and perhaps an inspirational tract as well? Or is it more than that?

The Navi says that the one area of a person's achievement that is praiseworthy is "the knowledge and understanding" of the Divine One Himself. (Yirmiyahu 9:23) Therefore, it must be that the core goal of Torah study is the understanding of right and wrong as Hashem deems correct; by contemplating that, we are in effect gaining an understanding of Hashem, His Wisdom, and His Will.

If this is true of an individual's study of Torah, we can now project this onto the national level, in the form of a *yeshiva*. A *yeshiva*, then, is the place where *Klal Yisrael*, represented by their most accomplished (i.e., the elders), sit as a group and engage in the pursuit of knowledge of the Divine. The word *yeshiva* is therefore defined more accurately as "academia," rather than "school."

The Vilna Gaon's primary disciple, R' Chaim (Reb Chaim Volozhiner, 1749–1821, Lithuania), created the forerunner of modern *yeshivos* at Volozhin. Until R' Chaim's time, *yeshivos* were local in nature, primarily serving the local populace. Occasionally, an esteemed *talmid chacham* would attract many students but, at the end of the day, it was a local institution serving the local community. Volozhin Yeshiva, on the other hand, was not designed to serve local needs, did not offer *semichah*, and was not centered on a particular Rov. It was a place where seekers of Hashem's Word gathered and studied together — a *yeshiva* reminiscent of the great *yeshivos*

of the Geonic Period in Sura and Pumpedisa. Volozhin Yeshiva was a continuation of that chain of *yeshivos* “which never ceased in Israel from the days of our forefathers.”

There is a famous Bach (Or HaChaim 47) explaining a cryptic Gemara (Bava Metzia 85b) that states that the reason the Beis HaMikdash was destroyed was that they “did not make a blessing on Torah study.” This Gemara is puzzling for many reasons. The Bach explains that the people regarded Torah study as a mere prerequisite for the performance of *mitzvos*. As simply a *prerequisite* to a *mitzvah* — and not significant in its own right — it would not generate a requirement for a blessing, much as buying a pair of Tefillin — as important as it is — does not generate a requirement for a blessing.

However, the Bach points out, the study of Torah is the primary vehicle for connecting to Hashem. When one engages in that type of Torah study, *one personally becomes a mikdash* — and the Divine Presence, as it were, rests within him.

This definition of a *yeshiva* also helps us gain insight into the style of learning that has become the standard in *yeshivos* following the Volozhin tradition. While a “practical” education would bid us learn the areas of *halachah* relevant to the everyday, these *yeshivos* study the tractates that deal with difficult issues of monetary conflict and the complex laws of marriage. Even these *halachos* are not studied with an eye toward practical application; rather, the focus is on correctly clarifying and defining the underlying principles behind these *halachos*¹.

There are two reasons for this. First, one is very suspect of “*halachah*” that is a superficial presentation of contemporary opinions regarding a particular case, without being able to properly analyze the underpinnings of the *halachah*.

Second, and most important, if Torah is indeed the study of truth — for the sake of understanding it — then we want to study it to understand its foundations. It is like the difference between studying physics as opposed to technology. If one wants to learn how to fix an appliance — quite a useful vocation — one studies technology. But if one wishes to understand the underpinnings of our physical world, one studies physics.

It is for this reason that, structurally, *yeshivos* eschewed concepts such as credits, graduations, degrees, etc. Even *semichah* was not the norm in most *yeshivos* in Europe. The *yeshiva* experience was simply “studying in order to know.”

Baruch Hashem, in the last decades, *yeshivos* have grown tremendously. They are vital for two reasons. As an institution, they create in *Klal Yisroel* a center of pure unadulterated Torah study which reflects that paramount value of “knowledge of Hashem.” They set a tone for the community at large about the value of Torah study for its own sake.

¹ Although the style and focus of our learning today was not the early [pre-R’ Chaim Brisker] Volozhin style, it still should be seen as the natural development based on the Yeshiva ethos, as explained.

Second, it is indispensable for each individual young man to experience that type of learning. It gives him the tools for understanding *halachah* from within; it gives him a lifetime benchmark for loving the wisdom of Hashem, as such.

May our age be another link in that chain of tradition that “*yeshivos* never ceased in Israel.”

Thinking About Singles

Rabbi Dovid Rosenbaum
Young Israel Shomrai Emunah

As many of us look around the table at our family members this Pesach, let us take a moment to reflect upon the remarkable blessings Hashem has provided us. While doing so, it is also important to remember that numerous individuals, whether in our community or elsewhere, do not have the great privilege of celebrating Yom Tov with a spouse.

I am not an expert on the needs of the single community nor can I claim to follow the suggestions listed below as much as I should. Nevertheless, I think it behooves each of us fortunate enough to be married to consider the following points:

MAKING SUGGESTIONS

We hear of so many life challenges, shake our heads, and wish we could help in some way. This is one life challenge for which we certainly can help! We all know singles. Each of us has our own unique network of acquaintances — through family, career, and other communities in which we have lived or have visited. Imagine if each of us would resolve to suggest a *shidduch* (a life match) to at least one person whom we encounter this Pesach.

Many of us are very reluctant to make suggestions. Do we really know the individuals well enough? Are we certain it would be a perfect fit? Our reluctance significantly reduces the number of *shidduchim* suggested.

If we know two fine individuals — and can imagine them enjoying each other's company — why not make a suggestion? We do not have to decide whether they should get married; that would be their decision. In addition to increasing the likelihood that a person will meet his/her appropriate partner, making thoughtful suggestions is a powerful reminder to both individuals that we are thinking of them and that they are not forgotten. That alone can be of great comfort to people experiencing a challenging chapter in life.

PRAYER

The truth is that *tefillah* (prayer) is even more powerful than suggesting a *shidduch*. We believe that every successful *shidduch* is a blessing from Above, with the person who suggested the *shidduch* acting as Hashem's emissary. We should never forget the remarkable power and potential of prayer. We can and should *daven* that singles whom we know merit to be married to the right person, at the right time. An additional benefit of such prayer is that it reminds us of these individuals at various times during each day or week — thus making us more likely to think successfully of a suggested match for them.

HOSPITALITY

Many of us experience circumstances that necessitate our being alone for Shabbos every now and then. We may welcome this occasional opportunity to eat a Shabbos meal alone — perhaps while enjoying a *sefer* or book — or to have a quick meal and catch up on our sleep. Would we want to eat alone for both Shabbos meals? If so, how many weeks per month would we appreciate the opportunity to eat alone?

There are numerous singles across our community who face eating alone — week in, week out. Many singles have various families they can call upon to ask if they may join them for a meal, while other singles do not have those resources. Some of us are very diligent about welcoming singles to our homes for Yom Tov meals. This is appropriate — but we should not stop there. While it may not be convenient for us to host others at every meal, or even on every Shabbos, we should regularly be asking ourselves if we can think of a single who might appreciate an invitation.

LANGUAGE

We are constantly sending messages, intentional or not, through our words. I would recommend a quick self-check of the language that we use: How do we answer the following questions?

“How large is the membership of the shul in which you *daven*?”

“How many Jews live on your block?”

Check to see how many times, for answers to these and other questions, you count people in families or couples. Imagine for a moment how bizarre it must be for a single person sitting at a Shabbos table to hear, again and again, Jewish life in our community being measured in families and couples.

WE CAN DO BETTER

We all know numerous singles. There is so much that we wish we could do for them. Perhaps reflecting on these points will help us to be even better friends to them.

Just as we celebrate Hashem splitting the sea this Yom Tov, may we celebrate so many singles in *Klal Yisrael* experiencing the personal redemption of finding a partner for life. *Chag Kasher v'Sameach*.

Sulam: Climbing Ever Higher

Lianne Heller
Executive Director, Sulam

Sulam, the only program of its kind in the Greater Washington, DC and Baltimore area, is a special education inclusion program. Currently housed at Berman Hebrew Academy, Sulam serves many students with learning differences who otherwise would not have a place in a Jewish day school.

A BRIEF HISTORY

"I believed that my son with Down Syndrome should be educated within the framework of the Jewish community, experience the joys of Torah, and be wrapped in the blanket of welcoming and belonging that all the other boys and girls would have when they entered school," explained Amy Blum, co-founder of Sulam. Ms. Blum was determined that, by the time her then infant son, Jacob, was ready for kindergarten, there would be a program ready to welcome him into the local Jewish day school.

And so, more than 23 years ago, a group of very determined community mothers and educators (Amy Blum, Chani Mendlowitz, Ginger Pinchot, Sandy Rolef, and Lenore Layman) made the courageous decision to start an independent special education program within a Jewish day school — so that children with disabilities would have a Jewish, Torah-filled education.

Establishing Sulam was not easy. Beyond raising the significant funds needed to start a special education program, Blum would have to "shift the paradigm of thinking about students with disabilities," she explains. "It was hard for people to imagine how a student with a disability could be in the same classroom as typically developing children. I knew that *all* of the students would benefit from Sulam's presence — and would have the in-person, on-the-ground opportunity to learn that people are more alike than they are different."

Rabbi Yitzchak Charner, Headmaster at the Torah School of Greater Washington (TSGW), was immediately supportive of Sulam's mission. Sulam opened its doors at TSGW in time for Jacob and two other students to enter the program in kindergarten, along with all of their same-aged peers. Amy's goal to create a place within the Jewish day school world for Jacob — and other students who needed a special education — had been realized.

SULAM: WHAT'S IN A NAME?

The word "*sulam*" (ladder) recalls the ladder in Jacob's dream: a stairway one ascends to the heavens, gaining spiritual growth, and descends for re-entry into the external world, bringing change for good. Sulam's founders believed that Sulam students would be like the angels of

Jacobs' dream — ascending the ladder of academic and spiritual growth and descending to serve as exemplars of their faith in Hashem to their typically developing peers.

In truth, this concept could not have been more accurate. Many Sulam students have developed a deep love for Judaism, connecting to Hashem in a pure, uncomplicated manner — the type of connection to which even the greatest *gedolim* have aspired. Teachers, students, and community members have had the great fortune of witnessing a deep love for Torah through the eyes of Sulam students.

SULAM TODAY

Now housed at Berman Hebrew Academy, Sulam has grown from its initial three students to serving an average of 30 students per year in grades five through twelve.

Sulam serves students with a wide range of disabilities who would not otherwise have a place in the Jewish day school world. Students with autism, language-based learning disabilities, ADHD, executive function disorder, sensory integration disorder, intellectual disabilities, and other challenges — as well as gifted and talented students with learning disabilities — are welcomed into the program.

Our highly specialized faculty, trained in special education, works to provide each child with a customized program centered on including the student in classes at Berman, while also remediating, pre-teaching, reviewing, and assessing the student every step of the way. A team of social workers and a clinical psychologist work each day to support students' social and emotional development; a reading specialist tracks progress; special educators use research-based strategies and case manage each student — all while recording daily data to ensure every child's progress.

All of this is accomplished as students participate in every aspect of Berman Hebrew Academy school life: *shabbatonim*, a high school Mission to Israel, sports, drama, art, American Sign Language, engineering, various student-run clubs, and every other exciting opportunity provided at Berman.

WHY INCLUSION?

Volumes of research studies and articles exist on the benefits of inclusion for both children with learning differences as well as their typically developing peers. In short, research on the outdated practice of creating “self-contained” classrooms for children with disabilities has shown that students in these separate classes are given less instructional time, have lower academic expectations, and experience little to no exposure to typically developing peers who can provide important social, emotional, and behavioral feedback.

Furthermore, research has shown that typically developing students benefit from having special educators work alongside general educators to provide learning strategies from which every student benefits.

Finally, and perhaps most importantly, research has shown that students exposed to those with disabilities learn compassion, acceptance, and a deep understanding of others who may seem different. They learn that all people have talents and strengths, that all can contribute to society. They learn that we are all made *b'tzelem Elokim* (in the image of G-d) and that each person has value and should be treated with dignity and respect.

WHAT ARE THE OUTCOMES FOR SULAM STUDENTS?

Many students have successfully graduated from Sulam over the years, joining the ranks of yeshiva and seminary students who study in Israel before attending college. Sulam students have entered four year colleges, honors programs, community colleges, and life skills programs. Sulam graduates have studied a variety of subjects including engineering, art, medicine, social work, marketing, and communications. Some students have made *aliyah*, while others have stayed closer to home, marrying and settling into community life and work.

As one parent recently recalled, “Having to take my child out of her Jewish school and send her to a secular special education school was heartbreaking. When Sulam became an option for her, the return to our community was one of the best things that could have happened to her. She is now a successful student at Stern. I don’t think that could have happened without Sulam.”

HOW IS SULAM FINANCED?

As the demand for special education support services within the Jewish community continues to grow — especially during COVID, when Zoom learning has created challenges for many students — Sulam’s professional and lay leadership is working hard to meet increasing financial needs.

The cost of day school tuition for families already struggling with the expenses of sustaining a child with special needs can be crippling. The additional cost of special education, which can be prohibitively expensive because of the low teacher to student ratio, adds to this tremendous burden.

Sulam’s Executive Board, led by President Judah Lifschitz, is determined to assist families in every way possible. Due to the generosity of many within the Greater Washington Jewish community and beyond, significant scholarships are provided to many of Sulam’s families; *all* families pay less than the cost of the program. Sulam board members and professionals fundraise to cover the costs of this essential service in our community.

SULAM'S NEW STRATEGIC PLAN: SPECIAL EDUCATION IS GOOD EDUCATION

Our board of directors has recently adopted a strategic plan in which Sulam's goals are to provide excellence in special education, build inclusive communities, and transform the model of education practices. As such, Sulam has recently embarked on an educational training program for teachers based upon the research-based framework of education called Universal Design for Learning (UDL). UDL's approach to teaching and learning provides all students equal opportunity to succeed. Teachers proactively embed multiple options into the curriculum so that students with diverse learning profiles can access both the support and level of challenge they need.

Sulam has provided training at Berman Hebrew Academy, has concluded a three-year training program at the Torah School of Greater Washington, and is in the third year of professional development at the Charles E. Smith Jewish Day School (CESJDS). Our special educators have also provided training within the same framework to the national Jewish New Teacher Project (JNTP). Sulam's professional development services are sought out by schools nationwide.

SULAM@JDS

As part of Sulam's mission to provide the broader Jewish community with special education services, Sulam recently announced its expansion into the Lower School at CESJDS. Sulam@JDS is a three-year, fully inclusive pilot program. All students in the program will be CESJDS students receiving Sulam support. CESJDS teachers will play an integral role in the education of the students enrolled in the program in collaboration with Sulam's special educators.

The financial model of the program was constructed to create greater sustainability. CESJDS and Sulam spent the four years prior to the launch of this program fundraising together, with the goal of procuring the funds necessary to cover the gap between the actual cost of the program and the tuition paid by each student family.

EVERY CHILD HAS A PLACE

What started as a small experiment more than 23 years ago has developed into a jewel in the crown of the Greater Washington and Baltimore Jewish community. Sulam is a strong, thriving organization that provides essential services to the most vulnerable children in our area.

There is more work to be done to truly realize the dream of Sulam's founders: that every child is included in the Jewish school of his or her choice. Finances, level of impact, educational and philosophical alignment, and other issues present daunting challenges. Like the founders, however, Sulam's professional and lay leadership view these challenges as opportunities and are dedicated to identifying solutions.

Sulam's mission is to provide high-quality educational, social, and emotional support for students with disabilities, while teaching other students that everyone belongs and can make a vital contribution to the world. This mission is what drives the lay and professional team to further our reach across the community.

With G-d's help, continued and increased essential financial contributions, educational expertise, and a community that values every single individual, Sulam believes it can continue to fulfill this mission with increasing efficacy and sustainability.

For more information about Sulam, please visit www.sulam.org or call Lianne Heller, Executive Director, at 301-348-1323.

Chametz After Pesach 2022

It is rabbinically prohibited to purchase *chametz* after Pesach from a Jew who maintained *chametz* in his possession over the course of Pesach. This is referred to in rabbinic literature as *Chametz She'avar Alav HaPesach*.

A product is defined as *chametz* if it consists of any of the five major grains, including wheat, barley, oat, rye, or spelt in a significant concentration.

There is no prohibition to purchase *chametz* from a non-Jew who was in possession of *chametz* over Pesach.

There is no prohibition to purchase items which are not *chametz* from a Jewish-owned business that did not sell their *chametz* over Pesach.

Chametz may not be purchased from the following locations following Pesach:

- One should not purchase *chametz* until 2 weeks after Pesach from any major Jewish-owned supermarket that does not sell its *chametz*.
- One should ideally not purchase *chametz* until 4 weeks after Pesach from supermarkets that purchase *chametz* from Jewish distributors that do not sell their *chametz*. This includes Giant, Safeway, and Target.
- One should not purchase liquor until Shavuot from a Jewish-owned liquor store that does not sell its *chametz*.

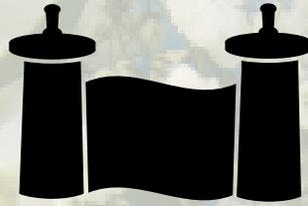
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- ***Chametz* may be purchased from all Capitol K establishments and caterers one hour after Pesach 2022.**

- ***Chametz* may be purchased from the following national stores after Pesach 2022:**

Aldi, BJ's, Costco, CVS, Food Lion, Harris Teeter, Lidl, Petco, PetSmart, Rite Aid, Royal Farms, Save-A-Lot, Sam's Club, Shoppers Food and Pharmacy, Trader Joe's, Walgreens, Walmart, Wegmans, Whole Foods Market

- ***Chametz* may be purchased from the following stores in our community after Pesach 2022:**

H Mart, MOM's Organic Market, Snider's, Streets Market



VAAD HARABANIM
THE RABBINICAL COUNCIL
of GREATER WASHINGTON



Vaad HaRabanim of Greater Washington
The Rabbinical Council of Greater Washington

Rabbi Yosef Singer, *President*
Rabbi Moshe Walter, *Director*

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The Vaad HaRabanim of Greater Washington is an organization of Orthodox rabbis that provides the Greater Washington Jewish community with critical services such as *kashrus* supervision, a *beis din* for the administration of Jewish divorce, a *beis din* for arbitration of financial disputes, and a *beis din* for conversion. In addition, the Vaad, also known as the Rabbinical Council, acts as a rabbinic resource and supports vital communal service organizations, such as the *Chevra Kadisha*, *Bikur Cholim*, *Yad Yehuda* and the *Mikvah Emunah* Society. Members of the Vaad HaRabanim are dedicated to serving the broader Jewish community in whatever way possible and appreciate the opportunity to do so.