**S.A.L.T. – PARASHAT RE’EI**

**By Rav David Silverberg**

Motzaei Shabbat

Much of Parashat Re’ei is devoted to the concept of “*ha-makom asher yivchar Hashem*” – a phrase that is repeated numerous times in this *parasha*, and refers to the special location in *Eretz Yisrael* that God would later designate as the exclusive site of sacrificial offerings. Of course, this was the *Beit Ha-mikdash* which was built in Jerusalem. Moshe in this *parasha* tells *Benei Yisrael* that whereas currently they were allowed to sacrifice anywhere, upon entering the Land of Israel, God would designate a specific site, and “*le-shikhno tidreshu u-vata shama*” – they were to go there, to the site of the *Shekhina*, to offer their sacrifices (12:5). The Rambam, in the opening passage of Hilkhot Melakhim, cites this verse as the source for the Biblical obligation to build a *Mikdash*.

Many later writers have noted the seeming discrepancy between the Rambam’s comments here in Hilkhot Melakhim and elsewhere – the beginning of Hilkhot Beit Ha-bechira, and in *Sefer Ha-mitzvot* (*asei* 20) – where he cites a different source for this obligation (“*Ve-asu li Mikdash*” – Shemot 25:8). Leaving aside this question, it is worth nothing the significance of the Rambam’s citation in Hilkhot Melakhim. If, indeed, the command, “*le-shikhno tidreshu u-vata shemo*” marks the source of the obligation to construct a *Mikdash*, then, conceivably, it also informs the essence and definition of this *mitzva*. Namely, the *mitzva* is about the notion of “*derisha*,” of actively seeking out God and working to build a relationship with Him. The verses here in Parashat Re’ei emphasize the fundamental difference between the service of God in the Temple and the pagan nations’ worship of their deities, which occurred “on the high mountains, on the hills, and under every lush tree” (12:2). The pagans designated many different locations as sites for ritual worship, such that one did not have to go far to offer a sacrifice. In direct contrast, the Torah commands, “*le-shikhnu tidreshu*.” The *mitzva* to build a *Mikdash* is a command of “*derisha*,” of leaving the comfort of one’s current location and circumstances and making a concentrated effort to forge a meaningful relationship with God. This verse is the source of the *mitzva* to construct a Temple because this obligation is rooted in the need for “*derisha*,” for work and effort in the service of God. The very notion of a location designated as the exclusive site for sacrifice teaches us this lesson of “*derisha*,” that we cannot possibly expect or hope to build a connection with the Almighty without inconveniencing ourselves and without investing time and hard work in this lofty goal.

Sunday

The Torah in Parashat Re’ei introduces the obligation of *shemitat kesafim*, which requires lenders to cancel outstanding debts with the close of the *shemitta* year. In formulating this obligation, the Torah writes, “*…shamot kol ba’al masheh yado*” – “every creditor must withhold his hand” (15:2).

Rav Yaakov Mecklenberg, in his [*Ha-ketav Ve-ha’kabbala*](http://hebrewbooks.org/pdfpager.aspx?req=14124&st=&pgnum=324), finds it significant that the Torah speaks of *shemitat kesafim* in reference to the lender’s “hand.” The word “*yad*” (“hand”), Rav Mecklenberg notes, is used not only to mean “hand,” but also to denote power and control. In Sefer Shoftim (1:35), for example, we read that the tribe of Yosef exerted dominion over the Emorite clans living in its territory and levied taxes upon them, and the verse states, “*Va-tikhbad* ***yad*** *beit Yosef*” – describing the power of Yosef’s “*yad*” over the Emorites. Likewise, the word “*yad*” is used many times as a reference to legal possession. Accordingly, Rav Mecklenberg suggests that the phrase “*shamot kol ba’al masheh* ***yado***” refers to the lender’s breaking his control over the borrower. Borrowers are, in a sense, subservient to the lender, as expressed most prominently, perhaps, in the law of *shibud nekhasim* – the lean that lenders hold over borrowers’ property. The Torah establishes that this relationship of control and dominion is broken during the *shemita* year.

Rav Mecklenberg advances this theory to support the halakhic tradition which views the law of *shemitat kesafim* as permanently cancelling debts. As Rav Mecklenberg cites, there were those who suggested interpreting the text differently, as referring to the temporary suspension of debt collection – essentially, a mandated, one-year extension of loans, similar to the temporary suspension of agricultural activity which is observed in the *shemita* year. One of arguments advanced by Rav Mecklenberg in dismissing this reading is the implication of the word “*yad*,” which connotes a severing of all bonds of control exerted over borrowers, thus suggesting the permanent cancellation of debts.

Additionally, this reading of the word “*yado*” expresses the broader theme of equality that features prominently in the laws of *shemita*. Once in seven years, we are reminded that as the land belongs to the Almighty, we are all, essentially, equal. Therefore, as the Torah discusses in Parashat Behar, all agricultural lands and produce are declared ownerless during the *shemita* year, and all property is returned to its original owner, such that nobody ends up wealthier or poorer than anybody else. For the same reason, all servants are freed, reminding us that ultimately, we are all servants of the Almighty and thus do not have the right to exert control over one another. Rav Mecklenberg’s explanation of *shemitat kesafim* demonstrates how this *mitzva*, too, expresses this theme of *shemita*, as it is intended to break the lender’s hold over the borrower, reminding us that we are all God’s servants and fully and exclusively under His control and authority.

Monday

The Torah in Parashat Re’ei commands those capable of lending to the poor to extend loans, and issues a special warning not to withhold loans in advance of the *shemita* year: “Guard yourself, lest an evil thought be in your hearts, saying: ‘The seventh year, the *shemita* year, is coming’ – and you will look askance at your brother, the pauper, and not give him” (15:9). If a prospective lender refuses to grant a loan under these circumstances, the Torah says, this will be considered “sinful” (“*ve-haya vekha cheit*”).

The straightforward reading of the verse is that it refers to a prospective lender who would reject a loan request shortly before the *shemita* year due to the law of *shemitat kesafim* – the cancellation of outstanding debts at the close of the *shemita* year. Naturally, somebody approached for a loan who knows that the debt will soon be halakhically annulled will likely be afraid of losing his money, and will thus turn down the request. It is in response to this concern, it appears, that the Torah issues this special warning to prospective lenders to trust in God’s promise of reward for fulfilling this *mitzva*, and to extend a loan despite the likelihood of it never being repaid.

However, Rav Yaakov Mecklenberg, in his [*Ha-ketav Ve-ha’kabbala*](http://hebrewbooks.org/pdfpager.aspx?req=14124&st=&pgnum=325), notes that this reading seems difficult in light of options offered by *Halakha* to circumvent *shemitat kesafim*. Specifically, if one lends money on collateral, the debt may be collected after *shemita*. Since the debt is, in a sense, already collected, in the sense that the lender has something in his possession that could be used as payment, this loan is not subject to the law of *shemitat kesafim*. And, the Torah in this context formulates the requirement for prospective lenders to grant loans with the phrase, “*ve-ha’aveit ta’avitenu*” (15:8), which refers to lending on collateral. (See 24:10-13, where the word “*avot*” is used in reference to an object taken as collateral.) If the Torah specifically speaks of lending on collateral, there is no reason for concern that a prospective lender will refuse a loan request out of fear of its cancellation after *shemita*. Moreover, Rav Mecklenberg writes, *Halakha* allows extending a loan on condition that it is not cancelled with the close of the *shemita* year, offering yet another option for circumventing the law of *shemitat kesafim*. Why, then, would prospective lenders be reluctant to extend loans as the *shemita* year approached?

Rav Mecklenberg answers that lenders would refuse to lend before *shemita* because the agricultural laws of *shemita* guarantee that the poor will be properly cared for during that year. All agricultural lands are rendered ownerless throughout the *shemita* year, and thus the poor have equal access to food. Hence, as the *shemita* year approaches, lenders may refuse to lend because they fail to see a need for charitable loans. Since the poor will soon enjoy rights to partake of any produce throughout the Land of Israel, they do not need to borrow money. The Torah warns against this mindset, Rav Mecklenberg explains, because there are legitimate reasons why a person in need would request a loan before the onset of *shemita*. Rav Mecklenberg notes in particular the possibility that some people do not wish to live off the hard work of others, despite the Torah’s explicit permission to do so, and prefer instead to launch their own enterprise, for which they need a loan. The Torah warns against looking with suspicion upon a poor person’s loan request before *shemita* and assuming that the request is inappropriate, as there are, in truth, legitimate reasons for such a request.

Tuesday

Yesterday, we noted the question raised by Rav Yaakov Mecklenberg, in his [*Ha-ketav Ve-ha’kabbala*](http://hebrewbooks.org/pdfpager.aspx?req=14124&st=&pgnum=325), concerning the Torah’s admonition in Parashat Re’ei (15:9) not to refuse a loan request made shortly before *shemita*. It seems from the Torah that the concern revolved around the law of *shemitat kesafim* – the annulment of loans at the end of *shemita* – which might likely discourage prospective lenders from granting loans as the *shemita* year draws near. However, *Halakha* offers lenders the option of circumventing this law by granting loans on the explicit condition that they can be collected after *shemita*. The question thus arises as to why the Torah needed to issue this prohibition, and to urge lenders to extend loans despite the likelihood of the debt’s cancellation, in light of the simple solution provided by *Halakha* for ensuring the right to collection after the *shemita*?

This question, in truth, was addressed already by several *Rishonim*. The *Sefer Ha-chinukh* (483), in his discussion of this Torah prohibition against refusing loan requests before *shemita*, writes, “The Torah will warn us of things even though they are possible through enactments and stipulations.” The *Chinukh* seems to concede that prospective lenders would not likely refuse loan requests before *shemita* out of fear of the debt’s cancellation, but he writes that the Torah issued this prohibition nonetheless, and there is no reason to question why this prohibition was necessary. This answer, however, seems to fail to explain the Mishna’s famous account in Masekhet Shevi’it (10:3) of Hillel’s enactment of the *pruzbul* document. The Mishna tells that in Hillel’s time, people would abstain from granting loans in violation of this Torah prohibition, and Hillel therefore instituted the *pruzbul* which allows lenders to collect their debts after *shemita*. This seems to indicate that people truly were afraid to lend out of concern that the debt would be annulled on the *shemita* year, and the question arises as to why they did not utilize the option of lending on condition that collection would be allowed after *shemita*.

The Ritva addresses this question in his commentary to Masekhet Makkot (3b), and he suggests several reasons why lenders did not want to utilize the option of stipulating that the debt should remain intact after *shemita*. First, many people did not remember at the time they granted the loan that such a stipulation can be made. Later, however, as the end of the *shemita* year ends, lenders would remember to write a *pruzbul* to allow collection after *shemita*. Secondly, as the *shemita* year annuls debts only if the time for payment had already passed, a lender would not want to make it seem from the outset that he does not trust the borrower to pay on time. Thirdly, people might not want to make this explicit stipulation at the time they extend the load because it gives the impression of expressing contempt for the Torah law of *shemitat kesafim*. The Ritva also suggests that if everybody would make this condition before extending a loan, the law of *shemitat kesafim* would be all but forgotten. The institution of *pruzbul*, however, requires all lenders to sign special documents towards the end of the *shemita* year, creating a “buzz” that ensures awareness of this Torah law.

Several *Acharonim* cite a much different answer to this question from the *Bekhor Shor* commentary to Masekhet Makkot (3b). The *Bekhor Shor* writes that if a person requesting a loan does not want to waive his rights to have the debt annulled after *shemita*, and as a result, the prospective lender refuses to grant his request, then the prospective lender is in violation of this Torah law. Although *Halakha* allows stipulating that the debt would remain intact after *shemita*, this applies only if the borrower accepts such a condition. If not, then the lender violates a Torah prohibition by refusing to grant the loan, and this is what was happening in Hillel’s time, thus prompting the enactment of the *pruzbul*.

The *Chatam Sofer*, in one of his published responsa (C.M. 113), goes even further, asserting that even if the borrower accepts such a condition, the lender violates this prohibition by insisting on circumventing *shemitat kesafim*. Although he is then permitted to collect the debt after *shemita*, he has transgressed a Biblical prohibition by imposing such a condition. The *Chatam Sofer* thus explains that in Hillel’s time, people were refusing to grant loans without conditioning the loan on the ability to collect payment after *shemita*, and lent money only after imposing such a condition, thereby transgressing the Torah’s prohibition. Hillel therefore instituted the *pruzbul* system, whereby the law of *shemitat kesafim* is circumvented without imposing a condition on the loan.

Wednesday

One of the interesting contemporary questions that have arisen in regard to the law of *shemitat kesafim* – the annulment of outstanding debts at the end of the *shemita* year – relates to the status of past debts collected by somebody who since adopted a religious lifestyle. If a person who has begun observing *Halakha* realizes that he had, in the past, collected debts after the *shemita* year without circumventing this law through the signing of a *pruzbul* document, must he return those debts? In some instances, this could result in a severe financial burden upon a newly-observant Jew. If he had lent large sums of money in the past and collected them after *shemita*, he could find himself crippled if he is now required to repay all that money.

A number of recent *poskim* addressed this question, including Rav Menashe Klein, in a responsum printed in the work *Shemitat Kesafim Ke-hilkhatah* (chapter 14). Rav Klein provides several different bases upon which we may allow the individual in this case to keep the debts that he had collected before he embraced Torah observance. Firstly, the *Ba’al Ha-ma’or* (cited by the *Beit Yosef*, C.M. 67) maintained that the law of *shemitat kesafim* does not, technically, apply nowadays, even on the level of rabbinic enactment, as it applies only when the laws of the jubilee are observed. According to the *Ba’al Ha-ma’or*, this law is observed only as a *midat chasidut* – a measure of piety – and does not constitute an outright halakhic obligation. And although the *Shulchan Arukh* (C.M. 67:1) does not accept this position, and rules that the law of *shemitat kesafim* applies nowadays by force of rabbinic enactment, the Rama observed that communities in his time collected debts without a *pruzbul*. Presumably, the Rama figures, they relied on the view that the law of *shemitat kesafim* does not practically apply. Common practice does not follow this view, but nevertheless, it may be introduced as a factor to consider in light of the difficult situations faced by newly-observed Jews who had collected debts after *shemita* in the past.

Rav Klein further notes the controversial view of the *Sefer Ha-yerei’im* (278) that a debt remains intact after *shemita* until the creditor annuls it. In other words, the Torah does not automatically erase debts with the close of the *shemita* year, but rater imposes upon creditors an obligation to waive all debts owed to them. The *Yerei’im* writes that after *shemita*, borrowers must offer to repay their debts, and thereupon the lenders bear an obligation to proclaim that they cancel the debts. According to this view, if a creditor who is not halakhically observant collects a debt after *shemita*, he has transgressed a Torah violation, but the money is legally his. He must repent for failing to fulfill his obligation – just as with any Torah violation – but he has no obligation to repay the money to the borrower. Most *Rishonim* disagree, and maintain that debts are automatically waived with the close of the *shemita* year. The *Minchat Chinukh* (479) writes that according to this view, money collected from debtors after *shemita* is considered stolen money, and must be returned. Even after the creditor dies, the *Minchat Chinukh* writes, his inheritors must repay the debtor’s from the estate. According to the *Yerei’im*’s view, however, this is not the case at all, and this, too, may be taken into account as a basis for absolving one who has embraced halakhic observance from this financial burden.

This is also the ruling of Rav Shlomo Zalman Auerbach, in his *Minchat Shelomo* (Shevi’it 10:1). He adds the contention that if the lender and borrower had been informed of the requirement of *shemitat kesafim* at the time the loan was given, the borrower would have certainly agreed to repay the debt nonetheless. As such, we may view this loan as one which was taken on the implicit condition that it would be repaid after *shemita*. *Halakha* allows granting loans on such a condition, and thus the lender did not act improperly by collecting the debt after *shemita*, and so he may certainly keep the money.

(See also [this article](http://olamot.net/shiur/%D7%A9%D7%9E%D7%99%D7%98%D7%AA-%D7%9B%D7%A1%D7%A4%D7%99%D7%9D) on the subject at *Olamot*)

Thursday

The Mishna in Masekhet Shevi’it (10:8) establishes that although a creditor is forbidden from demanding repayment of a loan after the *shemita* year, as the Torah annuls outstanding debts with the close of *shemita*, a debtor may offer to repay the loan, and the creditor may accept it. The law of *shemitat kesafim* (the annulment of debts after *shemita*) differs in this regard from the prohibition of *ribit* (interest), which is forbidden even the borrower agrees to the terms of the interest. When it comes to *shemitat kesafim*, the borrower is allowed to magnanimously offer to pay the cancelled debt, and, in fact, the next Mishna teaches that borrowers are encouraged to do so.

Rav Shimon Raphael Hirsch, in his Torah commentary (Parashat Re’ei, 15:2), elaborates on the implications of this *halakha* and how it affects our understanding of the fundamental nature of *shemitat kesafim*. He explains that the Torah’s intent in cancelling debts after *shemita* is not that generous lenders should lose their money. The goal is that borrowers will fully repay the debts without feeling controlled by, and subservient to, their lenders. Rav Hirsch notes that throughout the text of the Torah’s command of *shemitat kesafim*, it repeatedly uses variations of the terms “*rei’a*” (“comrade”) and “*ach*” (“brother”). The idea behind this law is that creditors should not assert authority or control over their debtors, and should instead treat them as friends and brothers, fully trusting that they will repay their debts without the need for pressure or legal action. Rav Hirsch writes:

The creditor…who by virtue of his legal claim on his neighbor had become a person in power, holding him in his hand, renounces forever his right to assert that power. But the debtor remains forever morally in his debt and duty-bound to repay him… Yea, it is by no means the tendency of the Torah to release people who can pay from their moral duty of discharging their moral obligations, and from such people the creditor can expect…that they will make no use of the releasing Shemita favor…

With the passing of the Shemita period all debts which have been contracted are reduced to moral obligations only, the settlement of which is left to the time and convenience which the debtor himself settles. Instead of the depression with which his debt loads him, he feels himself elevated by the confidence which the Torah places in him and he will make the repayment of what was a legal obligation and is now left entirely to his own free will, a matter of honor.

On this basis, we might suggest an interpretation of the Torah’s stern prohibition against refusing to grant loans out of concern that they will be cancelled. The Torah warns, “Beware, lest you harbor the evil thought of saying: ‘The seventh year, the *shemita* year, is drawing near,’ and you will look askance at your brother the pauper, and you will not give to him.” The phrase “*ve-ra’a einekha*” (“you will look askance”) is commonly understood as a reference to stinginess, but alternatively, it might refer to suspicion and a negative perspective. In light of Rav Hirsch’s approach to *shemitat kesafim*, we might explain that the Torah strictly forbids refusing loan requests out of concern of *shemita* because the purpose of *shemitat kesafim* is to engender an atmosphere of trust and goodwill. The objective of this *halakha* is to encourage parties to work together without the need for litigation and conflict, to conduct business in a spirit of trust and good faith. And so just as lenders may not take legal action to force repayment after *shemita*, and should instead expect the borrowers to repay without legal action, similarly, prospective lenders should not refuse to grant loans before *shemita* out of suspicion that repayment will not be made. They are to place their trust in the borrowers and view them as reliable and responsible members of the community, thereby engendering a spirit of goodwill throughout Jewish society.

Friday

Moshe proclaims to *Benei Yisrael* in Parashat Re’ei (14:1), “*Banim atem le-Hashem Elokeikhem*” – “You are children of the Lord your God.” The Gemara, in a famous passage in Masekhet Kiddushin (36a), records a debate among the *Tanna’im* concerning this verse. Rabbi Yehuda understood it to mean that we are considered God’s “children” only when we act as His children – in Rabbi Yehuda’s words, “When you conduct yourselves as [His] children – you are called ‘[His] children’.” When, however, we betray the Almighty and do not act as His devoted children, then we forfeit this status of distinction. Rabbi Meir disagrees, and maintains that *Am Yisrael* are called God’s “children” irrespective of their conduct.

In explaining Rabbi Yehuda’s view, the *Beit Yisrael* (one of the Rebbes of Ger) noted the Gemara’s comments in Masekhet Rosh Hashanah (25a) concerning a different verse. In Sefer Vayikra (23:2), the Torah speaks of *Benei Yisrael*’s obligation to determine the calendar by declaring the onset of new months based on the appearance of the new moon, and commands, “*tikre’u otam mikra’ei kodesh*” – that we must declare the festivals as sacred. The Gemara comments that the word “*otam*” implies that the court’s declaration of a new month is valid even if it turns out to be mistaken. That is to say, even if they declared the new month before the new moon was seen, their proclamation is valid and the new month begins on that day. The Gemara states that this applies even if the court intentionally proclaimed the new month on the wrong day. This inference is made from the word “*otam*,” which the Gemara reads as “*atem*” (“you”), indicating that the calendar date is determined by *Benei Yisrael*, through the court, under all circumstances, even if their proclamation turns out to be mistaken. In all situations – even in situations of intentional errors – the court members are the ones who declare when new months begin.

The *Beit Yisrael* comments that if this is the implication of the word “*atem*,” then it may be applied also to the verse, “*Banim* ***atem*** *le-Hashem Elokeikhem.*” Here, too, the word “*atem*” may be understood as establishing that *Benei Yisrael* retain their status even when they err, even when they act wrongly, and even when their wrongful conduct is intentional. Despite our many mistakes, we retain our special distinction as “*banim*,” as God’s beloved children.

The *Beit Yisrael* claimed that this reading in no way contradicts Rabbi Yehuda’s view, that our status as “*banim*” is contingent upon our conducting ourselves as God’s “children.” Parents are generally sensitive and compassionate towards their children, and love them despite their faults and wrongdoing. They understand that all children are far from perfect, and will make mistakes, act wrongly, and misbehave, but this does not diminish from their love for their children and their desire to care for them. And the same is true, the *Beit Yisrael* taught, of our relationship with God – even according to Rabbi Yehuda. The only condition for our status as God’s “children” according to Rabbi Yehuda is “*nohagim minhag banim*” – that we conduct ourselves as God’s children, meaning, that we feel connected to him, view ourselves as His children, and desire to please Him. As long as we feel this connection, then He regards us as His children despite our mistakes and misdeeds. Even if we have failed many times, and even if we remain far from where we feel we should be in our *avodat Hashem*, we can nevertheless be assured that “*Banim atem le-Hashem Elokeikhem*,” that God still loves us as His children, as long as we remain committed to Him and seek to correct our mistakes and constantly grow and improve.

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