**SALT – PARASHAT MISHPATIM**

**By Rav David Silverberg**

Motzaei Shabbat

Parashat Mishpatim begins with the laws regarding an *eved ivri* – an indentured servant, who is bound to serve his master for six years. The Torah writes that if the servant had been married when he was sold as a servant, then when he leaves after six years, “his wife leaves with him” (21:3). This would seem to imply, at first glance, that when a person becomes an *eved ivri*, his wife, too, enters the master’s service, and is then released with her husband after six years. However, Rashi, based on the *Mekhilta* and the Gemara (Kiddushin 22a), clarifies that this is not the case, and the wife does not, in fact, become subservient to the master. The wife is spoken of as leaving the master together with her husband after six years because during the period of the husband’s servitude, the master must assume financial responsibility for her. Even though she does not work for him, nevertheless, by purchasing a married man as a servant, the master accepts responsibility to care for the wife in the husband’s place. And it is in this sense, Rashi explains, that the wife “leaves” after six years – in that she is no longer supported by the master as she had been while her husband worked as his servant.

Rav Yehonatan Eibshutz adds another explanation for why the Torah speaks of the servant’s wife as leaving the master’s service along with the servant. Although she is not actually bound to serve the master, nevertheless, Rav Eibshutz writes, she must share in her husband’s distress. When a man is forced due to financial hardship to undertake this drastic measure, and sell himself as a servant, his wife is expected to share in the emotional burden, to experience some degree of his anguish, even though she is not bound to the master as her husband is. Therefore, when the husband goes free after six years, the wife is released of the emotional burden that she had shared during the husband’s six years of service.

As Rashi (21:2) cites, one of the ways a person becomes an *eved ivri* is when he had stolen and cannot repay what he took. In order to obtain the funds with which to repay the victim, he is sold as a servant. Significantly, although the servant finds himself in his difficult condition because of a crime he committed, nevertheless, according to Rav Yehonatan Eibshutz, his wife is expected to commiserate with his pain and share in his anguish. We are to empathize with the plight of those in distress even if they are to blame for their distress. All people make mistakes, and sometimes people suffer bitter consequences of their mistakes. When this happens, we are to react with sensitivity and understanding, empathizing with the person’s plight, because even self-inflicted pain deserves sympathy.

Sunday

The Torah in Parashat Mishpatim (23:8) issues the prohibition forbidding judges from taking bribes (23:8). Rashi, citing the *Mekhilta*, clarifies that this applies even to a bribe taken from the litigant whom the judge truly feels is correct.

The Torah warns, “for a bribe blinds the eyes of the wise, and distorts the words of the righteous.” The simple meaning of this verse is that a bribe compromises one’s objectivity, “blinding” him to the argument of the other party, and “distorting” his perception. Therefore, accepting a bribe is forbidden even if the judge truly believes that the law favors the litigant who gave him the bribe, because his perception may have been biased due to the bribe he received. Netziv, in his *Ha’ameik Davar*, adds that the phrase “blinds the eyes of the wise” refers to the bribe’s capacity to lead a judge to mistakenly favor a guilty party, and “distorts the words of the righteous” refers to the compromised ability to recognize the justness of the innocent party. A judge needs to have the objectivity to be both critical and favorable in assessing the litigants’ arguments so he can reach a truthful decision, and a bribe compromises his ability to critically assess a guilty litigant and to acknowledge the correctness of the innocent litigant.

*Chazal*, however, in the *Mekhilta* and the Mishna (Pei’a 8:9), explain this verse differently, as warning of visual impairment as the punishment for accepting bribes. In the Mishna’s words, “Any judge who takes a bribe and distorts the sentence does not die of old age before his eyes are impaired.”

Rav Pinchas Chaim Horwitz, in *Beit Pinchas*, offers an explanation for why visual impairment is regarded as an appropriate punishment for accepting bribes. Vision, he writes, is associated with the power of inquiry. It signifies the process of studying, probing and searching for the truth. One who accepts a bribe willfully surrenders this unique power which we have been granted. When a judge takes a bribe, he makes the decision to reach conclusions without exercising his “vision,” without utilizing his intellectual capabilities, his power to investigate and research. And for this reason, Rav Horwitz suggests, the sin of bribery is associated with visual impairment – because one who accepts a bribe voluntarily shuts down his “vision.”

This concept applies not only to a judge’s decisions in the courtroom, but to all the important decisions we need to make over the course of our lives. We have been given a precious gift – our “vision,” our intellect, our ability to collect information, which enables us to reach sound, intelligent decisions. Of course, this capability is limited, and, as human beings, we are bound to occasionally err and make wrong decisions. But what we must ensure to avoid is the temptation to “blind” our vision, to reach decisions based on interests other than thorough and objective reasoning. We “blind” ourselves when we allow ourselves to be “bribed” by convenience, reaching impulsive decisions without taking the time to properly study and inquire about the subject, or by personal biases and predispositions which we feel uncomfortable challenging. The prohibition against taking bribes is a warning to approach all decisions as objectively as we can, to utilize our great power of “vision” to carefully and patiently think through every important matter we encounter, so we can make the decisions that best advance the goal of living a proper Torah life.

Monday

The Torah in Parashat Mishpatim introduces certain restrictions that apply to a creditor after extending a loan: “If you lend to My people, to a poor person among you, do not act toward him like a creditor; do not impose interest upon him” (22:24).

The *Mekhilta*, as Rashi cites, comments that although the Torah appears to speak of lending to the poor as an option – “*If* you lend…” – in truth, this constitutes an obligation. If a needy individual requires a loan, those who are capable of extending a loan are obliged to do so. Thus, the word “*im*” in this word should be interpreted as “when,” as opposed to “if.”

The *Mekhilta* adds that there are two other instances in the Torah when the word “*im*” (“if”) is used in the context of an obligation. One appears earlier in Sefer Shemot (20:22), where the Torah commands, “And if you build for Me a stone altar, do not build them from hewn stones…” Constructing a stone altar was obligatory at Mount Gerizim and Mount Eival when *Benei Yisrael* entered the Land of Israel, as the Torah commands in Sefer Devarim (27:5), and thus although the Torah uses the word “*im*,” it actually refers to a command. Thirdly, the Torah in Sefer Vayikra (2:14) speaks of the obligatory *korban ha-omer* – the offering of the first portion of harvested grain, on the 16th of Nissan – with the phrase, “*Ve-****im*** *takriv minchat bikkurim*” – “And if you sacrifice an offering from the first produce…” Here, too, the word “*im*” is used to mean “when” an obligatory act is performed.

Rav Zalman Sorotzkin, in his *Oznayim La-Torah* (Shemot 21:30), notes that there seems to be also a fourth example of an obligatory law introduced with the word “*im*.” Earlier in Parashat Mishpatim (21:29-30), the Torah addresses the situation of a *shor mu’ad* – an ox that fatally gored for the fourth time. An ox that fatally gored a person is to be put to death, but if, for whatever reason, the ox was not put to death, and it killed two more people, it is determined to have a proclivity to deadly violence, thus imposing a greater level of responsibility upon the owner. And so if the ox gores a fourth time, the Torah establishes, “also its owner shall be put to death; if a ransom is imposed upon him, then he shall pay a ransom for his life, in accordance with all that was imposed upon him.” Rashi, citing the *Mekhilta*, explains that the owner in this case is not actually put to death, but is rather liable to death “*bi-yidei Shamayim*” – “at the hands of God,” unless he pays the amount for his “ransom” as determined by the court. The Torah here writes, “***Im*** *kofer yushat alav*” – “**If** a ransom is placed upon him,” but the Sages understood that this is not an option, but rather an obligation: the owner of a *shor mu’ad* that fatally gores is required to pay the amount designated as a “ransom.” Seemingly, then, the word “*im*” in this verse marks yet another exceptional case where “*im*” is used in reference to an obligation. Why, then, is this verse not mentioned by the *Mekhilta* among the exceptional instances of the word “*im*”?

Rav Sorotzkin suggests that the usage of the word “*im*” in this verse is not, in fact, exceptional, because the Torah here speaks of a case where the victim’s family demanded a sum for the *kofer* (ransom) which the ox’s owner considered too high. The sum of the *kofer* is normally determined by the victim’s inheritors, Rav Sorotzkin explains, but if the ox’s owner feels that they are asking too high an amount, and an agreement cannot be reached, then they bring the case to *Beit Din* to set the amount. The phrase “*im kofer yushat alav*” (“if a ransom is placed upon him”) refers to a situation where the ox’s owner and the family cannot reach an agreement, in which case the court imposes upon the owner an amount for him to pay. Thus, the word “*im*” in this verse is not exceptional, as it speaks of one possible scenario, where the court is called upon to determine the sum of the *kofer*.

Tuesday

Parashat Mishpatim begins with the law of the *eved ivri* – indentured servant, and the Torah establishes that after six years of service, the servant is to be released. If, however, the servant expresses his desire to continue serving his master after the end of six years, then a special ritual is performed. The Torah instructs, “His master brings him to the judges, and he brings him to the door, or to the doorpost, and his master pierces his ear with an awl” (21:6).

Rashi, commenting on the word, “*el ha-elohim*” (“to the judges”), cites the *Mekhilta* as explaining that the master brings the servant to the court “to consult with those who had sold him.” The reason the master goes to the *Beit Din* (court), the *Mekhilta* understood, is to inform them of the servant’s decision to remain. As it was the court who sold the servant, who had been convicted of theft and was unable to repay the victim, the master must “consult” with the *Beit Din* and receive their authorization before he can extend the term of service. The *Mekhilta* here follows the majority view among the *Tannaim* – as mentioned in the Mishna in Masekhet Kiddushin (14b) – that only this kind of *eved ivri*, who was sold by *Beit Din* due to his inability to repay what he stole, is included in the laws presented here in Parashat Mishpatim. If one voluntarily chooses to sell himself as a servant, he sells himself for any period of time he and the master agree upon, and this period cannot then be extended through *retzi’a* (ear-piercing).

In any event, it emerges from the *Mekhilta*’s remark that the piercing per se is not necessarily performed in *Beit Din* or under the judges’ jurisdiction. Their role is only to be informed of the decision and give authorization before the *retzi’a* takes place. Indeed, *Targum Yonatan* writes explicitly that “brings him to the judges” means that the master receives the court’s approval to perform *retzi’a* and have the servant remain with him. This also is the view of the Rambam, who, in *Hilkhot Avadim* (3:9), writes that the master brings the servant to inform *Beit Din* of his wish to remain, and then adds, “and he brings him at the end of six [years] to the door – whether the door and doorpost of the master, or of any person – and pierces his right ear…” The Rambam clearly indicates that the piercing can be performed at any doorway, and that it occurs “at the end of six,” meaning, even if the master had met with *Beit Din* earlier, before the six years had ended. This reflects the position that *Beit Din* plays no role with regard to the piercing itself, and they are involved only in granting their approval upon hearing of the servant’s decision to remain.

Other sources, however, as noted by Rav David Soloveitchik (*Shiurei Rabbeinu Meshulam David Ha-levi*, Parashat Mishpatim), leave us with a different impression. Masekhet Avadim (3:1) establishes that the piercing must be performed “on the right [ear] and in the presence of *Beit Din*.” In contradistinction to the sources mentioned earlier, Masekhet Avadim maintains that *Beit Din* must not only authorize the piercing to extend the servant’s term of service, but also witness the piercing. This is implied by Rashi, as well, in his commentary to Masekhet Sota (8a). The Gemara there forbids performing *retzi’a* on two servants at once, due to the famous rule of “*ein osin mitzvot chavilot chavilot*” – one may not perform *mitzvot* in a “bunch,” lumping two *mitzvot* together in a single act. In explaining this *halakha*, Rashi writes that the Gemara speaks here of piercing “servants in a single *Beit Din*, with one master.” Rashi mentions the piercing taking place in *Beit Din* – in contrast to his implication in his Torah commentary in Parashat Mishpatim, that *Beit Din* merely gives its authorization, but is otherwise uninvolved.

Rav David Soloveitchik noted that this issue might also affect the question of whether *retzi’a* may be performed at night. Generally, formal activities of a *Beit Din* are performed only during the daytime hours, so we might assume that according to Masekhet Avadim, the piercing would need to take place during the day. Indeed, the *Sifrei* (Parashat Re’ei, 120) establishes that the *retzi’a* must be performed specifically by day. The Rambam, conspicuously, does not mention this restriction, an omission which we might explain as reflecting his view that the *retzi’a* act has no connection to *Beit Din* and which may therefore be performed even in the nighttime hours. However, the *Kessef Mishneh* (Hilkhot Avadim 3:10) understands that the Rambam indeed alluded to this rule. In truth, even if the Rambam did accept this limitation, this could easily be explained by the fact that the *Sifrei* reached this conclusion on the basic of a textual inference (“*et ha-davar ha-zeh* ***hayom***” – Devarim 15:15). Even though *retzi’a* is not, in the Rambam’s view, a formal court procedure, it nevertheless must be done during the day by force of a special provision indicated by the Torah.

Wednesday

Among the numerous laws presented in Parashat Mishpatim, we find the command, “*Lo tisa sheima shav*” (23:1), which has been interpreted in several different ways. Rashi cites the *Mekhilta*’s understanding of this verse as a prohibition against accepting *lashon ha-ra* – negative information about other people, and he brings also the Gemara’s explanation (Sanhedrin 7b) that the Torah here forbids judges from hearing one litigant’s claims in the other’s absence. Elsewhere (Makkot 23a), the Gemara includes in this prohibition speaking *lashon ha-ra*, and presenting false testimony. The Rambam, in *Sefer Ha-mitzvot* (*lo ta’aseh* 281), incorporates all these prohibitions under the command of *lo tisa sheima shav*.

Chizkuni explains this command in reference to the second clause in this verse – “do not lend your hand to a wicked person, to be a false witness.” The first command – “*Lo tisa sheima shav*” – forbids making false allegations about somebody even alone, without a fellow witness, whereas the second command forbids conspiring with a second witness. As a *Beit Din* cannot act upon the testimony of just a single witness, one might have assumed that no violation is committed when a lone individual casts false charges about his fellow. The Torah here clarifies that just as a pair of witnesses may not falsely testify to a crime before a court that would likely convict the defendant based on the false testimony, it is also forbidden to cast false allegations individually, even though the court cannot act upon this testimony.

Ibn Ezra, in his *Peirush Ha-katzar*, explains this prohibition to mean that one “should not invent in his heart something false, and not mention something which has not been clarified.” According to Ibn Ezra, this command forbids not only merely casting false accusations, but also casting uncertain allegations. Even if an accusation is not entirely fabricated, it may not be made until it has been verified. According to Ibn Ezra, the Torah’s prohibition against speaking falsely applies also to stating as fact something which is uncertain. One who spreads such information is considered to have spread false information, as it is potentially incorrect. The Torah forbids not only intentionally casting false accusations, but also spreading questionable information as though it is established fact.

Thursday

God introduces the lengthy series of laws presented in Parashat Mishpatim by announcing to Moshe, “And these are the statutes which you shall place before them [*Benei Yisrael*]” (21:1). Rashi, commenting on the phrase, “which you shall place before them,” cites the *Mekhilta* as explainingthat God was telling Moshe, “Let it not enter your mind to say, ‘I will teach them the chapter and the law twice or three times until it is properly arranged in their mouths, and I will not inconvenience myself to ensure they understand the reasons and explanation of the subject matter.’” Rather, God instructed Moshe to “place” the material before them, like – in Rashi’s words – “a table that is set and ready for eating.” The *Mekhilta* explains this introductory verse to mean that Moshe was required to teach this material to the people clearly and patiently, repeating the information as many times as necessary so they would properly grasp it and understand the underlying reasons behind every law.

Intriguingly, Rashi enlists the analogy of a table set for guests, with all the foods and beverages prepared and ready to be consumed. At first glance, the meaning of this analogy is that Moshe was to ensure to present the information in a clear, lucid manner, such that it would be readily accessible to his audience. And just as a great deal of work and effort must be invested in preparing food and bringing it to the table, Moshe, too, was to exert as much effort and spend as much time as needed for the material to be ready and prepared for the people to absorb.

Additionally, however, it has been suggested that this analogy points to the need to present Torah in a manner that is attractive and appealing. When one sets a table in preparation for serving a meal, a great deal of attention is paid to aesthetics. The food should, ideally, be not only ready for consumption, but outwardly pleasing, drawing the guests’ interest and arousing their appetites. Perhaps, then, the *Mekhilta* here indicates that Torah must be presented to students in an appealing manner. It must be not only lucid and clear, but inviting and stimulating. Teachers of Torah bear the responsibility to not only take the time and invest the effort to make the material clear and help the student properly understand, but also make the material enjoyable and engaging, like a scrumptious spread of delicacies lavishly presented to one’s guests.

Friday

One of the laws presented in Parashat Mishpatim is the liability for fire damage. The Torah (22:5) addresses the case of a person who kindled a fire that then spread and destroyed his fellow’s property, and establishes that the one who started the fire bears liability and must compensate the victim. As Rashi explains, the one who kindled the fire must pay for the damages even though he lit the fire in his own property, and the fire spread on its own to a neighboring property. Since the individual failed to properly contain the fire, he bears responsibility for the damage that it causes.

Symbolically, this *halakha* perhaps alerts us to the danger that even our private conduct can cause. We all have “fires” that we kindle in our own “property,” in our private lives. We have bad habits and vices which, if they spread, can be destructive. Our negative qualities can adversely affect the people around us. The way we conduct ourselves sets an example that others might follow, or contribute toward determining the generally accepted societal standards. If we are angry or overly critical, we can easily end up provoking others, thereby creating an aura of hostility. The “fire” we kindle even in private, within our beings and within our homes, can have a harmful, destructive impact when it spread to the people around us. The unique law of “*eish*” (fire damage) perhaps warns that just as wind can carry fire to a neighboring property, so do our personal flaws have the capacity to spread and cause harm to our surroundings. We must try, as much as possible, to contain our “fires,” our character flaws and negative habits, so that we exert a positive influence upon the people around us, and not, Heaven forbid, the opposite.

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