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## PARENTAL SAY IN THE LIFE CHOICES OF THE POST-ADOLESCENT CHILD: SOME HALAKHIC GUIDELINES<sup>1</sup>

### I. INTRODUCTION

**T**he years following an individual's high school graduation are filled with significant choices regarding his or her life ahead. These years often coincide with the child's first experience leaving his/her parent's home, and often the boundaries of the child's autonomy are unclear should his/her choices conflict with those of the parent.

It should go without saying here that, while adulthood involves autonomy, Judaism values a strong bond between parents and children of any age. The wisest of men could not initiate Proverbs without advising his (presumably adult) reader to strongly regard the words of one's parents; similarly, a certain model of flesh-and-blood relationship is taken for granted when Our Heavenly Father is referred to as such.

The practicalities of how to balance parental respect versus personal autonomy in a given situation, however, are less clear;<sup>2</sup> thus, our sources over the past two millennia discuss what is hardly a new phenomenon. It should be stressed that most healthy parent-child relationships will not (and should not) come to most of the all-out clashes discussed below. For instance, while a young man or woman is not halakhically forced to heed his/her parents' rejection of an intended spouse, in virtually every case it is the "well-mannered and civilized"<sup>3</sup> (not to mention

<sup>1</sup> The author thanks the following for their support, encouragement, and input: R. Shalom Carmy; R. Alfred Cohen; R. Mordechai Willig; R. Michael Elias; Yitzhak Grossman; R. Simcha Fishbane; Dr. Stephen Rosenfeld; and Dr. Leah Rosenfeld.

<sup>2</sup> Beyond value statements, some things must be carved into legislation. The Jews of the desert are praised for their concern for their neighbors' privacy (see Rashi, Numbers 24:5), yet we have a codified *Hilkhot Shekhenim*.

<sup>3</sup> See *Tsits Eliezer* 14:73.

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just plain smart) thing to do to involve one's parents in the selection of a spouse. The parent-child relationship is the rock of our tradition; woe to our generation if we feel the need to strike that rock with legal obligations, rather than speak to it calmly.

Yet conflicts still arise on occasion, and the word of God is sought. This paper seeks to set forward a few halakhic guidelines that can serve as a starting point in discussing some of the conflicts between parents and post-adolescent children, and perhaps shed some light upon them. As myriad halakhic preferences can push in conflicting directions in such a case, emphasis is placed on absolute halakhic obligations.

The example given is of a post-adolescent named Daniel, who wishes to make some significant life choice (such as regarding his education, trade, location, or marriage), and his parents,<sup>4</sup> who have a different wish. Unless otherwise noted, the same halakhic discussion applies to a post-adolescent of either gender.

## II. STANDING OBLIGATIONS OF PARENTS TO THEIR CHILD

Before any wishes are expressed, a series of obligations towards the child is incumbent (either biblically or rabbinically) upon one or both of the parents. We will simplify our conversation here by treating "the parents" as a single unit.<sup>5</sup>

The relevant obligations discussed here are as follows: to provide support for one's child; to teach one's child a trade; to teach one's child Torah; and to marry off one's child.

### *Child Support:*

Assuming that Daniel has reached the age of eighteen and graduated high school, most U.S. states impose no further obligation of child support.<sup>6</sup> It appears that these state obligations meet or exceed the obligations of Halakha, as shall be described below.

<sup>4</sup> For simplicity's sake, it is assumed here that both parents speak with one voice.

<sup>5</sup> Many of these obligations are listed as the father's; to what extent they apply to the mother is itself a lengthy topic.

<sup>6</sup> *Termination of Child Support and Support Beyond Majority*, National Conference of State Legislatures Report #16441 (January 2005). Explicit agreements for child support beyond the age of majority (a topic discussed below) are generally enforced. Additionally, support for a college-age child enrolled in post-secondary education can be ordered at a judge's discretion in some states.

*Shulhan Arukh* describes<sup>7</sup> two stages of mandatory child support: for children until the age of six, the obligation is objective and absolute. For children between the ages of six and *bar/bat mitsva*,<sup>8</sup> a parent is expected to provide support and should be socially pressured into doing so; furthermore, if the parent is of any means whatsoever and capable of giving charity (*tsedaka*), then the parent may be financially compelled to provide support to the children.

*Perisha*<sup>9</sup> explains that, in fact, if a child of any age is unfortunately destitute, the parental obligation of charity would prioritize his or her plight. However, it is usually the case that an adult child can fend for himself, and thus the standing obligation to provide support until *bar/bat mitsva* age is for the usual case; once beyond the age of majority, the child, it is generally assumed, can fend for himself without starving.

With the changes in economic and social reality wrought by the twentieth century, halakhic authorities have responded by raising the upper age of mandatory support beyond twelve or thirteen, and by sadly acknowledging the ineffectiveness of social pressure alone. R. Ovadiah Yosef thus notes<sup>10</sup> that Israeli rabbinic courts will strictly enforce child support to the age of fifteen.

It is also noted that supporting one's grown children – of either gender – to further their spiritual growth is considered a meritorious act, and deductible from charity funds. However, this is not obligatory.<sup>11</sup>

It thus appears that, if Daniel is eighteen and has completed high school, and all state laws of support are met, Halakha mandates no further support. As far as the letter of the law is concerned, the parents are free to have Daniel go his own way vis-a-vis his support.<sup>12</sup>

<sup>7</sup> *Even ha-Ezer* 71, citing *Ketubbot* 49b.

<sup>8</sup> The Talmud uses the term “age of majority,” which Rashi and the *Beit Yosef* define as the onset of adolescence, generally corresponding to the 12<sup>th</sup> birthday for females and 13<sup>th</sup> for males.

<sup>9</sup> *Tur*, *Even ha-Ezer* 71:1.

<sup>10</sup> *Yehavveh Da'at* 3:76.

<sup>11</sup> See Rambam, *Hilkhot Mattenot Aniyim* 10:16, as well as *Yehavveh Da'at* above.

<sup>12</sup> While compassion is a Jewish value, so is financial self-reliance. Arguments of normal expectations, or “the custom of the land” (Mishna *Bava Metsia* 9:1) guide *quid pro quo* contracts and transactions, but child support is inherently a one-sided obligation. As *Yehavveh Da'at* makes clear, the criterion for termination of child support is the child's ability to fend for him or herself. Thus, this author is unaware of anyone who would mandate child support past the age of 18.

*Teaching a Trade:*<sup>13</sup>

The Talmud<sup>14</sup> describes an obligation to teach one's son a trade, and, in one opinion cited there, failure to do so is tantamount to asking for one's son to become a criminal. This obligation is referenced indirectly twice in Rambam's code.<sup>15</sup> Perhaps the most concrete halakhic topic in which this obligation has been cited is the permissibility of adding reading,<sup>16</sup> writing, and arithmetic to Judaic education at the elementary level. This question has come up repeatedly in the Sephardic world over the past thousand years.<sup>17</sup>

In the 20th century, R. Elhanan Wasserman<sup>18</sup> acknowledged that, in some circumstances, sending one's son to university may indeed fulfill the obligation to teach him a trade. R. Menashe Klein<sup>19</sup> responds that the obligation to teach one's son a trade ends at *bar mitsva* age;<sup>20</sup> beyond age thirteen, it is the teenager's own responsibility to learn a trade.<sup>21</sup> This author is not aware of other authorities placing this limitation; presumably this question did not arise in prior centuries, as apprenticeships started by age thirteen.

Other than the above, the exact parameters and codifications of the obligation to teach one's son a trade are seldom discussed in the halakhic literature.<sup>22</sup> Complicating this discussion is another Talmudic passage (*Kiddushin* 82a), in which R. Nehorai proudly proclaims that he shall teach his son nothing but Torah. Several approaches from the *Aharonim* seek to explain the conflict between the two passages, and the indirect codification of the former:

<sup>13</sup> This is traditionally expressed regarding one's son; the applicability of this concept towards one's daughters in today's socioeconomic environment is a question that will not be addressed here.

<sup>14</sup> *Kiddushin* 30b.

<sup>15</sup> *Hilkhot Shabbat* 24:5 and *Hilkhot Rotse'ah u-Shemirat Nefesh* 5:5.

<sup>16</sup> In the vernacular; responsa have specifically described Arabic, French, and Spanish.

<sup>17</sup> For a summary, see R. Ovadiah Yosef, *Yabia Omer* 7: *Orah Hayyim* 21, written to the rabbinate of Argentina in 1988.

<sup>18</sup> Back of *Kovets He'arot* no. 11.

<sup>19</sup> *Mishne Halakhot* 16:96.

<sup>20</sup> Note that the dispensation to discuss apprenticeships on *shabbat* speaks of a "youngster."

<sup>21</sup> Thus, a young man thirteen or older would consult his own rabbi regarding this obligation; the father has no halakhic role in this decision-making process.

<sup>22</sup> It should be noted that even if this quotation is non-codified and treated as *aggadeta*, it still bears the stamp of Talmudic wisdom and should be given serious thought.

- R. Yaakov Ettlinger writes<sup>23</sup> that the obligation was, indeed, codified by Rambam, albeit indirectly. For instance, Rambam's *Hilkhot Shabbat* states that non-mitsva business conversation should be avoided on Shabbat, but arranging an apprenticeship for one's son is allowable. Thus, it is clear that there is an obligation to teach one's son a trade, and Rambam had no need to elaborate on this in *Hilkhot Talmud Torah*, *Hilkhot Ishut*, or *Hilkhot De'ot*.
- R. Menashe Klein,<sup>24</sup> like many others, considers Rambam's lack of direct codification to indicate that the law indeed follows R. Nehorai's position that not all children must learn a trade. Those who are adept at Torah study may focus exclusively on it.
- R. Moshe Feinstein also believes<sup>25</sup> that R. Nehorai's view is accepted, yet he does not believe R. Nehorai ever intended for a Torah scholar to live off charity. Rather, one's son may forgo trade training and focus on Torah study (if it suits him) in his early years, having faith that when slightly older, he will successfully apply himself to some work. R. Feinstein also notes that today one can educate one's son towards the rabbinate or Jewish education, as those careers draw salaries in our era.<sup>26</sup>

*Teaching Torah:*

*Shulhan Arukh* states that if a father is able to fund his son's education in the entire gamut of Written and Oral Law, doing so would be a great mitstva; however, the hard-and-fast obligation is limited to the Written Law (i.e. Tanakh),<sup>27</sup> and this obligation would be lessened in the case of a daughter.<sup>28</sup> According to this logic, it is difficult to argue that there is an absolute obligation to fund either gender's Judaic study beyond high school.<sup>29</sup>

More relevant to our discussion, though, is a broader obligation: providing one's children of either gender with sufficient education for them to live as observant Jews.<sup>30</sup>

<sup>23</sup> *Binyan Tsion* 125.

<sup>24</sup> *Mishneh Halakhot* 16:96.

<sup>25</sup> *Iggerot Moshe Orach Hayyim* 2:111.

<sup>26</sup> *Iggerot Moshe Yoreh Deah* 4:36.

<sup>27</sup> *Shulhan Arukh Yoreh Deah* 245:6.

<sup>28</sup> *Shulhan Arukh Yoreh Deah* 246:6.

<sup>29</sup> This assumes that one of the following conditions with regard to the Written Law is met: a) it was included in the high school curriculum; b) it was completed by the student outside of school; c) it can be studied by the student in ways more amenable to the parents' wishes.

<sup>30</sup> See, for instance, Rema on *Yoreh Deah* 246:6, citing *Agur* who quotes *Semag*.

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The normative practice in America of providing Jewish education throughout high school for both genders is tied closely to a ruling of R. Moshe Feinstein:<sup>31</sup>

[If] one did not allow his daughter to study in a proper school... to be educated there in the way of Torah, faith, and mitsva observance; then he would be compelled [by state law] to send her to a public school, which is, God forbid, lacking in Torah and faith. As one is obligated to see to it that his daughter shall be devout, believing in God and His Torah and observing all His commandments; even if this means spending money,<sup>32</sup> thus [education] is something obligatory... whether for a son or daughter.<sup>33</sup>

Once a teenager has graduated high school, the state mandates no further education for him/her. Thus, the only absolute requirement of parental funding for post-high school Judaic education is that which is necessary for the child's spiritual survival. The practical details of this will vary from case to case.

*“Marrying Off”:*

Jeremiah advises<sup>34</sup> his people who have been exiled to Babylon to settle down and find spouses for their sons and daughters. The Talmud derives from this an obligation<sup>35</sup> to try to marry off one's children, and observes, based on the socioeconomics of the time, that “marrying off” a son is generally a matter of time and effort, while marrying off a daughter may require some money. It is thus appropriate for parents to woo would-be suitors by promising some financial support for their daughters.<sup>36</sup> However, a daughter of marriageable age

<sup>31</sup> *Iggerot Moshe Yoreh Deah* 2:113

<sup>32</sup> This is opposed to certain cases where one is obligated to expend time and effort, but not funds, to teach Torah.

<sup>33</sup> R. Israel Meir Kagan makes similar arguments regarding the tragedy of “those who withdraw their sons from *talmud Torah* at the tender age of fourteen or fifteen... In previous generations a father would educate his son until he made him into a man, thinking, ‘if my son becomes a halakhic decisor, how wonderful, and if not, when God helps him and he goes into whatever business... at least on the holy Shabbat he’ll study [something].’... We clearly and unfortunately see that for the youths who have departed from Torah [study], prohibitions such as the Shabbat and the like have become meaningless.” (Abridged from *Shemirat ha-Lashon, Sha’ar ha-Torah*, chapters 7 and 10.)

<sup>34</sup> Jeremiah 29:1-7.

<sup>35</sup> *Kiddushin* 30b.

<sup>36</sup> Rambam, *Hilkhot Ishut* 20:1.

cannot sue her father in rabbinic courts for dowry (or any other) funds.<sup>37</sup>

Money aside, what type of parental effort in this area is appropriate? From numerous Talmudic passages<sup>38</sup> it is clear that one should not enter a marriage likely to end in failure; this prohibition applies both to the individual and his parents. In certain cases it is debatable whether a parent may object to a child's choice of spouse, but a parent can never demand that a specific person be chosen as a spouse. It follows that with regards to their child's process of finding a spouse, parents are obligated to be involved only to the degree that the prospect of a healthy marriage is made most likely. This degree of involvement will vary drastically based on culture and the individual.

### III. THE CHILD'S OBLIGATION TOWARDS HIS/HER PARENTS – HONOR AND REVERENCE<sup>39</sup>

We will treat the two obligations of "honor" and "reverence" towards parents (*kibbud* and *mora*) as one for the purposes of this article. We also assume gender neutrality here (itself a complex subject), and use the term "child" in reference to an adult child.

Additionally, we speak here only of the halakhic obligation for a child to respect his parents; even when exempted, other factors (some more utilitarian than others) may play into a child's decision whether to nevertheless show respect for his parents' wishes. For instance, while Halakha does not obligate an individual to marry the person of his/her parents' choosing (see below), the parents have no obligation to financially support their child's choice, which may affect the child's decision.

Lastly, as R. Mordechai Willig observes, the obligations of parental respect are phrased in terms of "should the parent desire such-and-such, is the child obligated?" It is ultimately the child's obligation, and thus, in any case of uncertainty, it is the child's rabbi who should be consulted.<sup>40</sup>

<sup>37</sup> *Rema Even Ha-Ezer* 71:1 and *Helkat Mehokek EH* 71:2. However, she may go to court to demand her parents make some effort to find her a spouse if they currently are not.

<sup>38</sup> See Maharik no. 166 (in some editions 164 or 167), who points to the prohibition in *Kiddushin* 41a (while the practice may have been otherwise in Eastern Europe, this was hardly seen as ideal; see for instance *Derisha EH* 35) and "numerous other instances where our Sages sought to increase affection between spouses."

<sup>39</sup> Much of this section is drawn from R. Mordechai Willig, "*He'arot be-Inyan Kibbud Av va-Em*", *Beit Yitshak* 38 (2006), 184-202.

<sup>40</sup> If the parents (or their rabbi) feel their side is being described inadequately, they can raise the matter with the child's rabbi, but the latter has final say.

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It would appear, therefore, that even if the child were to say, “I hereby agree to follow the opinion of Rabbi Ploni with respect to my obligation of parental respect,” the driving force of that obligation would be the commitment, but not the obligation of parental respect *per se*.

### *Does “Honor Your Parents” Mean “Obey Your Parents”?*

The Talmud<sup>41</sup> describes reverence as “neither standing nor sitting in a parent’s [usual] place; not contradicting his words, nor siding with him.<sup>42</sup> Honor is described as “providing food and drink, clothing, and transportation... with the father’s [funds].” This is codified identically by *Shulhan Arukh*.<sup>43</sup> We thus see that there is an obligation to act and speak in a reverential manner towards one’s parents and to exert time and effort (although not personal funds) to provide for their needs. It also follows that, all else being equal, it is preferable for a child to remain in the same city as his parents, thus enabling the child to assist them more often (see below).

But what of obeying wishes beyond basic physical needs? While many would simply read the Talmudic prohibition on “contradicting a parent’s words” as saying, “Dad, you’re wrong!,” *Sefer ha-Miknah*<sup>44</sup> reads it as “disobeying the parent’s requests.” The subject is further complicated by another Talmudic statement,<sup>45</sup> that a child should ignore his parent’s order to not return a lost object, as such an order runs contrary to Halakha (see below). This would seem to imply that, absent a halakhic conflict, the son would have been obligated to follow such an order. The Aharonim debate the context of this statement: was the father making an arbitrary request? Was it a request pertaining to the parent, but not to his/her basic physical needs? Or was it a simple request for dinner that happened to collide with the sole opportunity to return a lost object?<sup>46</sup>

<sup>41</sup> *Kiddushin* 31b-32a.

<sup>42</sup> To say “I think my father is right” implies that the father needs the child’s validation.

<sup>43</sup> *Shulhan Arukh, Yoreh Deah* 240:1-5.

<sup>44</sup> *Kiddushin* 30b.

<sup>45</sup> *Yevamot* 6a.

<sup>46</sup> This is, in fact, Ritva’s position on the above citation: “Rashi’s interpretation... is incorrect, as “honor” only includes things that [directly] benefit the parent... therefore, [others] explain that [the parent] told him “do not return this lost object; instead, cook for me!”

Maharik (mid-15<sup>th</sup> century) rules<sup>47</sup> that a son need not heed his father's protest regarding his choice of wife, provided she is "appropriate."<sup>48</sup> This is codified by Rema,<sup>49</sup> but the underlying reasoning is left unclear. There is some debate as to how to interpret Maharik's reasoning, and whether all agree with it.<sup>50</sup>

Netsiv (mid-19<sup>th</sup> century) makes the case<sup>51</sup> that a parent can waive his/her rights to *honor* ("I don't mind if you don't stand up when I enter the room"), but no waiver can allow the parent to be *degraded* ("spit in my face and slap me"). Thus, a child need not obey a request that would benefit a parent, but must avoid doing anything that would disgrace or pain him/her. Even an act that would otherwise be halakhically preferable<sup>52</sup> should be avoided if it would pain a parent. It is thus Netsiv's opinion that a child has the right to marry an individual of whom his parents do not approve, but not someone so infamous as to pain or degrade his parents.<sup>53</sup>

*Hazon Ish* (early 20<sup>th</sup> century) understands<sup>54</sup> that a child is in fact obligated to obey a parent's wishes. Some wishes, however, can go too far (for instance, demands of the child's funds).

Even within those opinions that "honor" includes "obey," many indicate that this includes only some degree of reasonable requests. Why this limitation?

- One could suggest that the root obligation is an attitude of honor towards one's parents which translates into attempts to accommodate requests, but only reasonable ones.
- Alternatively, *Hazon Ish* states<sup>55</sup> that "the father [making an unreasonable request] is obligated to negate his will." Apparently, the

<sup>47</sup> Maharik, no. 166 (in some editions it is 164 or 167).

<sup>48</sup> For a rather broad definition of "appropriate," see the unsavory details of the case described.

<sup>49</sup> *Yoreh Deah* 240:25, curiously omitting the condition of "appropriateness."

<sup>50</sup> Maharik offers three reasons: the cost of honoring one's parents is too high; the parent's wishes are in opposition to the Torah value of a happy marriage; and "honor" does not mean "obey." The last point is discussed here; the first two are defined by subjective terms ("too costly," "opposes happy marriage") that are unclear in many cases.

<sup>51</sup> *Meshiv Davar* 2:50.

<sup>52</sup> The Talmud (*Kiddushin* 41a) demands that we attempt to produce happy marriages, citing "love your fellow like yourself." Maharik argues that to not marry this particular young lady is to violate this precept.

<sup>53</sup> Though R. Mordechai Willig posits that parents occasionally pain themselves with unreasonable expectations.

<sup>54</sup> *Yoreh Deah* 149:8.

<sup>55</sup> *Ibid.*

child's obligation of honor is all-encompassing; however, it is placed in check by external parental obligations.

- Lastly, this author would like to suggest that the greatest way for a child to respect his/her parents is to thrive. "Violate one Shabbat now to save a life, to enable one to observe many more Shabbatot"<sup>56</sup> is the guiding principle of the emergency responder; so, too, it is only fair that a child question how much his/her parents will truly be honored, in the long run, by his entering into an unhappy marriage or escalating a feud.<sup>57</sup>

In conclusion, there is much debate about whether and when "honor" means "obey," and a rabbi will likely judge each case on its own merits.

*Torah Study Takes Precedence Over Respecting Parents:*

The Talmud states that "Torah study takes precedence over respecting parents,"<sup>58</sup> citing the biblical story of Jacob. While he had been ordered by his father<sup>59</sup> to leave Canaan to find a wife in Padan Aram, Jacob still abandoned Isaac; for this, Jacob paid a terrible price later in life with the disappearance of his own son.<sup>60</sup> Yet Jacob paid no price for his years of study *en route*. Applying this source, *Pithei Teshuva*<sup>61</sup> deduces the following: if a child can study Torah in the same city as his parents, he should do so, as this will enable him to attend to them and then immediately return his attention to his studies. But if he can only study Torah properly in a location far from his parents, he may do so, even though this means not attending to their needs directly.

But what of parental wishes in such a case? Is permission to study abroad granted in cases where the parents are supportive, neutral, or opposed? This is debatable.<sup>62</sup>

*Shulchan Arukh* adds<sup>63</sup> that if a student is certain that his studies will be more successful in a certain location, but relocating would cause his

<sup>56</sup> *Shabbat* 151b.

<sup>57</sup> Thus, the best way to honor a parent who states "I prohibit you from speaking with that neighbor" is to ignore that wish. Even in the sad case of the parent who would rather see their child ruined rather than be disobeyed, we would employ a concept of "greater honor" as defined by most people.

<sup>58</sup> *Megillah* 16b-17a; codified with no other remarks in *Yoreh Deah* 240:13.

<sup>59</sup> Genesis 28:2.

<sup>60</sup> Apparently abandonment for the highest of causes is still abandonment.

<sup>61</sup> *Yoreh Deah* 240:13.

<sup>62</sup> The Talmud does not indicate how Isaac felt about his son's years of study.

<sup>63</sup> *Yoreah Deah* 240:25.

father to fear for his safety, the son need not heed his father's protests. Torah study in fact trumps parental wishes in this case.

*Respect for Parents Versus Living in Israel:*

Honoring one's parents is valued by our faith; so is living in the land of Israel. Much ink has been spilled<sup>64</sup> on the question of prioritization in cases where these two values clash. As with the discussion above regarding Torah study, any move to Israel will mean being physically absent and unable to directly attend to one's parents' needs; additionally, the parents may even be against the move. The following Talmudic passage is relevant, but contains numerous ambiguities and is thus subject to multiple interpretations:<sup>65</sup>

R. Asi had an elderly mother... [Recognizing her impaired mental functioning], he left her [in the care of others] and went to the land of Israel. He then heard that she was coming after him; R. Asi went before R. Yohanan and asked, "may one leave the land of Israel?" "It is forbidden." "What about to greet one's mother?" "I don't know." Some time passed... [R. Yohanan declared,] "Asi, you found the will to leave, may the Almighty return you in peace!"... [R. Asi] then heard that it was [his mother's] coffin that was arriving; "had I known, I would not have left," he said.

*Respecting Parents Versus Violating Halakha:*

As referenced earlier, there is no obligation to honor one's parents where doing so violates Halakha. This includes any commandment, biblical or rabbinic, whether a sin of omission or commission. A child should not heed his father's order of "don't speak with so-and-so!" or even "don't make up with so-and-so yet."<sup>66</sup> But what of acts that are somewhat less than absolute halakhic obligations/prohibitions? Several cases are cited by the commentaries on *Shulhan Arukh*:

- A child should not fast any days other than those completely obligatory if doing so would trouble one's parents.<sup>67</sup>

<sup>64</sup> See, for instance, *Pithei Teshuva Even Ha-Ezer* 75:6, who takes for granted that parental wishes are pushed aside, though he admits that *Tashbets* implied otherwise.

<sup>65</sup> *Kiddushin* 31b.

<sup>66</sup> *Yoreh Deah* 240:15-16. As *Pithei Teshuva* wisely points out, however, one such request from a parent does not absolve the child of his/her obligation of parental respect in all other matters.

<sup>67</sup> *Beit Lehem Yehuda, Yoreh Deah* 240.8.

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- Under no circumstances should a child provide an ill parent with anything against doctor's orders.<sup>68</sup>
- If a child's displays of mourning for his/her late mother terrify the surviving father by reminding him of his own mortality:
  - The child should acquiesce if asked not to wear the customary black clothes.<sup>69</sup>
  - If the father asks his child not to recite kaddish in his presence, there is some debate amongst the *Abaronim*. The mourner's kaddish is an incredibly old, powerful, and widespread practice, but it is technically post-rabbinic. *Birkei Yosef* suspects it is the child's choice in such a case, but the law seems to follow Maharshal, that one should say kaddish anyways, as such a request is considered a violation of Halakha.

Thus, if following the parental wishes flouts an outright biblical or rabbinic prohibition, or even violates a custom as strong as the mourner's kaddish, no obligation of parental respect would apply.<sup>70</sup> If it is merely unwise, or violates a halakhic preference, this is far less clear, though it appears that in general the same ruling applies.

In summary, it is unclear exactly how far the obligation of honoring parents would go towards compelling the child's choice. However, if the parents approve of options involving one or more of the following, Halakha would give their wishes greater weight:

- A plan whereby Daniel remains in their city of residence. This is halakhically valuable as it enables him to more often provide them with physical assistance.
- A plan whereby Daniel lives in Israel. Daniel cannot claim "my parents wish me to violate the value of living in Israel" if they are open to this option.
- A plan that is halakhically unobjectionable within a valid reading of Halakha.<sup>71</sup>

<sup>68</sup> Ibid.

<sup>69</sup> Maharshal, cited by *Birkei Yosef*.

<sup>70</sup> It may be debatable what prohibitions, if any, a given action violates. As above, the obligation of honor is incumbent upon the child, and thus this determination is made by the rabbi s/he consults.

<sup>71</sup> To illustrate: suppose the parents' rabbi rules that consumption of so-called *halav stam* is permissible in the United States, while Daniel's rabbi rules it is rabbinically prohibited. The parents should be open to Daniel living someplace where traditionally-defined *halav yisrael* is readily available, or else Daniel's rabbi will certainly rule that the obligation of honor is overridden.

*Parent Versus Spouse:*

Halakha obligates one to act in harmony with one's spouse. In cases where this obligation would directly clash with that the obligation to honor one's parents, it is generally the case that Halakha prioritizes the spouse.<sup>72</sup> The Torah matter-of-factly observes that "a man shall abandon his father and mother, and bond to his wife."<sup>73</sup>

*One Posek's Ruling:*

The specific guidance of R. Moshe Feinstein for one instance of post-adolescent choices is presented in a lengthy letter dated 1982.<sup>74</sup> R. Feinstein opines that some students in New York yeshivas will find careers in Jewish education or the rabbinate; all other students would ideally remain in yeshiva until marriage,<sup>75</sup> whereupon they should apply themselves towards some honest, hardworking job.<sup>76</sup> Leaving yeshiva early to pursue a prestigious career such as medicine or engineering, while permissible, is not preferred, and "it is obvious" that parental wishes to do so do not fall under the obligation of honoring parents. R. Feinstein marshals the midrashic account<sup>77</sup> of R. Eliezer ben Hurkenos, who violated his father's wishes by abandoning his job at the plow in order to study Torah in Jerusalem. The relevance and applicability of R. Feinstein's sentiments to the particulars of a given post-adolescent's situation is a matter left to the reader.

<sup>72</sup> See R. Willig's essay for more on this topic. The Torah exempts a married woman from honoring her parents; R. Y. Yeruham Fishel Perlow (comment on R. Sa'adya Gaon's *mitsvat aseï* 14) states this is the case only when her role as spouse conflicts with that of daughter. For perspective on the nature of the obligation to one's spouse, see *be-Tsel ha-Hokhma* I:69.

<sup>73</sup> Genesis 2:24

<sup>74</sup> *Iggerot Moshe Yoreh Deah* 4:36. In other responsa, R. Feinstein acknowledged that his views on college were not the most popular or likely to be heeded, and thus he did not proclaim them too loudly. This author sincerely hopes that the description published here causes no harm to R. Feinstein's memory.

<sup>75</sup> Certainly, R. Feinstein was aware of Rambam's apparent missives otherwise (*Hilkhot De'ot* 5:11), that having a trade should precede marriage. This point is beyond the scope of this article.

<sup>76</sup> A similar sentiment is implied in *Iggerot Moshe Orah Hayyim* 4:118.

<sup>77</sup> R. Feinstein cites *Pirkei de-Rabbi Eliezer*, Chapter 1. Several variations of the story appear (*Midrash Rabba* Gen. 42:1, *Avot de-Rabbi Natan* 6:3); in all of them, the hero suffers initially from great poverty and resulting health problems upon embarking on Torah study. Deeper analysis of these accounts – and their discrepancies – is a fascinating topic of its own.

IV. “YOUR MEASURE SHALL BE JUST”: THE VALUE OF UPHOLDING COMMITMENTS

When parent and child have different wishes, often a compromise is reached involving a commitment. As these are sadly occasionally questioned, the halakhic nature of such commitments must be addressed.

In the course of a Talmudic discussion<sup>78</sup> on acquisitions, it is homiletically noted that the biblical requirement<sup>79</sup> for a man’s gallon measure to hold an appropriate amount of water applies equally to his word – *bin shelkha tsedek*. Both Rav and R. Yohanan agree that this precludes *ehad ba-peh ve-ehad ba-lev* – making a verbal commitment devoid of any intention to see it through. Furthermore, we follow R. Yohanan’s opinion that *bin shelkha tsedek* calls for making good on commitments even if they were made in good faith and sentiments later changed.

Rambam and *Shulhan Arukh* thus rule:<sup>80</sup>

One who buys or sells by words alone, it is fitting that he stands by his word. Even though he received no cash, made no mark, or left no collateral. And whoever reneges, whether buyer or seller... is among those who lack integrity (*mehuserei amana*),<sup>81</sup> and the good sense of the sages is agitated by him.

*Limitations to Mehudar Amana:*

We have stated that the homiletical source of *mehudar amana* is the requirement for exact “yes”es and “no”s; yet this is limited in practice to certain categories of verbal commitments.<sup>82</sup>

Firstly, in cases where Halakha fails to recognize an oath due to its content (e.g., “I swear to pay you risk-free interest on this loan”), it also fails to recognize any informal value of *bin shelkha tsedek/mehudar amana*.<sup>83</sup> It stands to reason that, if swearing to perform a given action generates no *mehudar amana*, then merely committing to do so would not either.

Additionally, there is some discussion regarding *mehudar amana* in a case where, after making a verbal commitment to buy/sell at the standard

<sup>78</sup> See Mishna *Bava Metsia* 4:2 and the surrounding Talmudic discussion, *Bava Metsia* 49a.

<sup>79</sup> Leviticus 19:36.

<sup>80</sup> See *Hilkhot Mekhira* 7:8 and *Hoshen Mishpat* 204:7.

<sup>81</sup> *Mehudar amanah* (s.), conceptually translated as “breach of faith” (Soncino). Literally, “lacking trust” (or integrity), or with variant vowelization, “shorting a pact” or “causing a shortage of trust.”

<sup>82</sup> *Iggerot Moshe Yoreh Deah* 1:147.2.

<sup>83</sup> *Ibid.*

market rate, that rate changed significantly. It appears that it is strongly recommended to honor one's agreement even in this case.<sup>84</sup>

One more exception to *mehusar amana* depends on the expectation of the recipient of the favor. Between two members of an amateur softball team, a statement of "I'll buy you a drink" is generally expected to be genuine, and thus one who reneges on it is *mehusar amana*, whereas an "I'll buy you a car" is not taken as anything more than good wishes.<sup>85</sup>

### *Is Mehusar Amana Limited to Acquisitions?*

The traditional examples of *mehusar amana* are given solely in the contexts of monetary transactions. Does the concept apply to commitments unrelated to transactions *per se*, such as an agreement that simply states, "Daniel will do such-and-such with his time and energies"?

Some sixty years ago, R. Moshe Feinstein was asked<sup>86</sup> about the halakhic permissibility of forming or joining a labor union. R. Feinstein saw no reason to prohibit it, so long as its activities were nonviolent. A commitment to the union, such as not crossing a picket line, is a non-transactional one; R. Feinstein wrote that it is "preferable and a mitsva, appropriate for anyone God-fearing" (even if not "pious") to honor such commitments, although one who fails to do so is not deemed *mehusar amana*.

In R. Feinstein's analysis, two obligations are incurred in the case of a verbal transaction. The first is one of honoring one's word; this is derived both from *hin shelkha tsedek* as well as from the biblical value that one "convey truth in his heart."<sup>87</sup> According to the Talmud,<sup>88</sup> one who truly demonstrates "conveying truth in his heart" would make good on his *mental* commitments; certainly the same applies, reasons R. Feinstein, to one's verbal commitments. However, any commitment made here was implicitly conditioned on the status quo. Should the

<sup>84</sup> This is Rema's conclusion after quoting both opinions (*Hoshen Mishpat* 204:17); see also *Shulhan Arukh* 204:7 and *Sema*; R. Moshe Feinstein (below) also takes it for granted that *mehusar amana* holds even if the price fluctuates.

<sup>85</sup> See Rambam, *Hilkhot Mekhira* 7:9. This author once consulted a halakhic authority regarding accepting an admission offer from a university while waiting on the prospect of a better one; the rabbi replied that such things happen every day. Presumably the recipient of the admission agreement (i.e., the university) goes in with the understanding that a small percentage of students may develop other plans.

<sup>86</sup> *Iggerot Moshe Hoshen Mishpat* 1:58.

<sup>87</sup> Psalms 15:2.

<sup>88</sup> *Makkot* 24a and Rashi s.v. *Rav Safra*, citing *She'iltot*.

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going price later change, no commitment is in effect – and thus no expectation to honor it.

The second obligation occurs because a verbal transaction generates ownership at the ethical (though not strictly legal) level. *Mehusar amana* then applies even in the event of market fluctuations, as any changes to the item at stake have occurred *after* this verbal transaction.

### *Applications to our situation:*

From the discussion in *Bava Metsia*, it is clear that for Daniel or his parents to make any sort of commitment (verbal or written) to each other with no intention to follow it would be an absolute violation of *bin tsedek, ehad ba-peh ve-ehad ba-lev*, not to mention that it will take their relationship someplace it definitely should not go. If either party is unhappy with the terms of a proposed agreement, it should be further discussed until both can sign on it (literally or figuratively) in good faith; such honest dialogue is generally healthy behavior.

What if an agreement is signed, but an *object* of the agreement then changes? For instance, Daniel agreed to attend ABC University 18 months from now, but during those 18 months, the nature of Jewish life at the university has changed markedly.<sup>89</sup> Applying R. Feinstein's logic here, it would appear that such a non-transactional commitment would be voided by its implied conditioning.

What if Daniel or his parents made the commitment in good faith, and none of the agreed-upon institutions have changed much, but Daniel or his parents have had a change of heart or perspective?<sup>90</sup> It is reasonable for agreements to be conditioned on external variables such as market price or a university's resources, but if honoring one's commitments is valued religiously it should not be subject to one's whims.<sup>91</sup>

<sup>89</sup> Or if both Daniel and his parents had an initial faulty perception of ABC University.

<sup>90</sup> The halakhic literature on oaths certainly addresses the question of monetary oaths made before one's loss of financial standing; a similar question would arise if Daniel's parents committed to several years of additional support for him, but their fortunes then changed. This paper instead focuses on cases where the means are available to make good on one's word, but the will is lacking.

<sup>91</sup> It is true that Daniel may have a very serious change of heart or value system, but our sources would imply that his word should be kept. Arguments could be made that the parents do not seriously expect their child to be held to an agreement (something to that effect appears in a zero-sum game in Mishna *Pesahim* 8:3); or that asking an eighteen-year-old to make such a commitment is such an inherently impossible and unfair situation as to constitute "duress" (see below). This author finds neither argument convincing in the average situation.

By the logic presented here, then, this commitment should be identical to one made to a labor union; it would be “a mitzva and a religious preference, strongly appropriate for anyone God-fearing” to honor it, though one failing to do so does not bear the full weight of *mehusar amana*. Additionally, while the specific bona fide obligations of honoring parents are limited (see above), it stands to reason that for Daniel to renege on a commitment to them would be worse than to do so to an unrelated individual.

It is duly noted that this analysis describes something that our faith strongly values, but does not absolutely obligate. It could be argued that any planned trajectory of life predicated upon violating this value is religiously ill-advised. Alternatively, depending on the nature of the agreement, the individuals involved, and the perspective of the rabbi(s) consulted, it is equally possible that the value placed on Daniel following his agreement is outweighed by other, stronger values (or even absolute obligations). Utilizing the sources here, it is hoped that all parties involved are able to speak a common language when discussing and judging the particulars of their situation.

*Monetary contracts:*

Rarer still, there can unfortunately be cases in which Daniel’s parents seek assurance that is stronger or better-defined than a non-binding commitment. A competent rabbi and/or family therapist should be consulted, as such arrangements risk straining (if not severing) the relationship between Daniel and his parents. The parties may consider several options involving monetary agreements.

The simplest financial arrangement (from a halakhic, if not emotional perspective) is where Daniel’s parents choose not to financially support Daniel unless he complies with their wishes. It has been established above that parents are not obligated to support their post-adolescent child in most cases, and thus they are free to do so (or not) as they see fit.

Another option would be to provide Daniel with a loan; the parents can then decide later whether to demand the sum or waive it, though this may simply postpone their dilemma.

The third and most complex arrangement would be one in which a monetary obligation is incurred for noncompliance, and it is agreed upon in advance which rabbinic panel shall adjudicate the matter. However, this noncompliance penalty runs into the problem of *asmakhta* – Halakhah does not recognize certain types of conditional obligations. If, however,

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the following conditions are met, it appears the agreement would be binding:

- One transaction is made via a document establishing a debt effective immediately. A second transaction is made via a document waiving the debt as of now, provided certain conditions are met. Both documents are given to a third party for safekeeping.<sup>92</sup>
- The noncompliance penalty is not an outrageous sum.<sup>93</sup> Daniel's parents could reasonably argue that the support they chose to provide Daniel is a loss they intend to recoup; a penalty far beyond that would likely be seen as outrageous.
- The transactions are executed by a *beit din* of note, and the decision of enforcement is left in that court's hands.<sup>94</sup>

*Oaths* (Shevuot):<sup>95</sup>

Lastly (and far least-preferred among many suboptimal options), Daniel could make an oath<sup>96</sup> to his parents, swearing that he will comply<sup>97</sup> with the terms of the agreement they have reached. The oath is strongly discouraged by Halakhah and intended only for the direst of circumstances; it is included here for theory's sake only.

There are two ways such an oath would be considered void *ab initio*: if it was made under duress, or if following the oath would violate Halakha. An individual swearing "under duress" refers to either one literally on the rack, at risk of life or limb, or someone forced beyond his control into an inherently unfair situation.<sup>98</sup> Because Daniel's parents are free to leave him on his own, any choice they might make to withhold funds or blessings is

<sup>92</sup> This satisfies Sephardic authorities. See Rambam *Hilkhot Mekhira* 11:18, *Hoshen Mishpat* 207:13&16, and *Even ha-Ezer* 50:6.

<sup>93</sup> This satisfies most Ashkenazic authorities. See Rema *Hoshen Mishpat* 207:13.

<sup>94</sup> See *Hoshen Mishpat* 207:15; this would satisfy both Sephardic and Ashkenazic authorities.

<sup>95</sup> The author writes with no small amount of trepidation that this information may enable some to commit grave mistakes, God forbid (see R. Yose's dilemma, *Sanhedrin* 109a). Much of the theory presented in this section is useful for its applications to non-oath commitments, though. Furthermore, the author is sadly aware of existing cases where oaths are being abused, and therefore there is a need for some education in this regard. May the Rock of Israel save us from error.

<sup>96</sup> In any language, with or without the name of God. See *Yoreh Deah* 237:1. An oath made in writing but not verbally is subject to some discussion; see Radbaz 3:605, *Hokhmat Adam* 101:20, *Iggerot Moshe Hoshen Mishpat* 1:58. We conclude that it generates a very strong obligation, if not one identical to a verbal oath.

<sup>97</sup> Or a *neder*, vowing "all fruit shall be prohibited to me unless I comply."

<sup>98</sup> See *Yoreh Deah* 228:14.

not viewed as depriving him of an existing condition, and thus the latter definition of duress is not met.<sup>99</sup>

A more interesting question arises when the oath runs against a commandment. An oath to violate an explicit Biblical commandment, whether by commission or omission, is inherently void, as is an oath to actively violate a rabbinic prohibition. But any of the following oaths of inaction would be binding, spiritually destructive as they may be: to not attend synagogue; to not light Hanukkah candles; to not warn an individual of impending financial loss; or that a childless widower shall never remarry.<sup>100</sup> It is notable that Maharik ruled that the halakhic value of marrying one's choice of spouse is strong enough to override the obligation of parental respect, but not strong enough to override an oath.

Thus, if Daniel's following his parents' wishes would be halakhically analogous to eating pork (or chicken-cooked-in-milk), the oath would be void. If it is halakhically inadvisable in any lesser way, the oath would stand.

To achieve proper flexibility, the oath should include the language "I shall do such-and-such *so long as I don't have my parents' permission otherwise.*" Permission can then be granted at any time via any form of communication, absolving Daniel of his obligation.<sup>101</sup>

For Daniel to turn around and have a *beit din* annul his oath without his parents' permission is strongly frowned upon, both halakhically<sup>102</sup> and morally.<sup>103</sup> It would defeat the purpose of any agreement made, signal a complete breakdown in communication between parent and child, and create nothing but toxic contempt between the parties involved. In the rare and dire case that an oath might be called for, the possibility of its circumvention should be precluded by including the following language:

<sup>99</sup> See *Hokhmat Adam* 101:18, who addresses this case directly, summarizing Rema *Yoreh Deah* 232:12 and *Shakh* 232.24, who cites Maharik 166.

<sup>100</sup> *Shulhan Arukh Yoreh Deah* 239:6-8. Apparently, for man to counteract a direct "thou shalt not" with his own words would be hubris; yet sufficient measure of the divine power of creation via speech is granted to him to fashion his own noose in certain cases.

<sup>101</sup> *Yoreh Deah* 228:38 and *Shakh* 99; based on *Teshuvot ha-Meyuhasot la-Ramban* 254, discussing mailed letters.

<sup>102</sup> Rabbinic wisdom has it (cited in *Hokhmat Adam* 91:8) that one who swears and then annuls his vow is analogous to an individual who falls into sewage and then thoroughly showers off. The final state is theoretically identical to the initial one, but it is hardly a pleasant process, and certainly some distasteful residue remains.

<sup>103</sup> Daniel's parents most likely assumed the oath to be inviolable. Leaving aside all halakhic loopholes, annulling it would mean deceiving them.

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- I hereby name the following three individuals on whose terms this oath is made, and without whose consent this oath absolutely cannot be annulled.<sup>104</sup>
- This oath is being made as a necessary condition for my choice, and if not for this oath, I would not be able to make this choice.<sup>105</sup>

Once again, it cannot be stressed enough that the ideal oath is one not made – nor necessitated – in the first place.

## V. CONCLUSION

In summary, should the letter of the law be demanded, it appears we can conclude as follows:

- In most situations, there is no absolute obligation for parents to feed or educate an adult child.
- Whether the value of honoring parents is compelling enough on its own will vary depending on the case and the rabbi consulted.
- A non-binding commitment has significant halakhic value and should be weighed strongly against other considerations.
- Monetary contracts would be recognized, if properly executed.
- Oaths are not recommended.

It is hoped that these guidelines inform a discussion whereby a reasonable agreement can be reached by all parties.

In a sad and difficult situation such as ours where agreements cannot be reached otherwise, numerous halakhic values compete against each other. It would be easy to simplify our creed to a bumper-sticker motto and state that a single value – whether respect for one’s parents, one’s commitments, living in Israel, or the study of Torah – consistently trumps all. But the sources described here do not support that notion. Our Torah is one of nuance and profundity, and thus beauty.

<sup>104</sup> *Yoreh Deah* 228:21. This is a form of “an oath on the public’s terms” that cannot be annulled by anyone simply “for the sake of a mitsva.”

<sup>105</sup> *Yoreh Deah* 228:4. An oath must be genuinely regretted retroactively, fully considering all implications, if it is to be annulled.