



**SERMON MATTOT:
TRAPPED IN A FLAT ON PALL MALL**

Student Rabbi Gabriel Webber, Saturday 27 July 2019¹
Wimbledon Synagogue

- 1 In June 1902, a Mr Paul Krell hired out his flat on Pall Mall to a Mr C S Henry for two days, for the rent of £75. As things turned out, Mr Henry decided not to make his trip to Pall Mall and refused to pay his £75. Krell sued and the case went to the Court of Appeal.²
- 2 Oddly enough, it was all the King's fault. Mr Henry, along with tens of thousands of his fellow loyal subjects, had been looking forward to watching the coronation of Edward VII – and a Pall Mall flat would, of course, provide the perfect vantage point. But as all true royalists will be well aware, the coronation was postponed due to the King falling ill. So Mr Henry cancelled his trip and refused to pay for the visit he was no longer making.
- 3 The question of when and how people should be released from their promises is, of course, not a new one. We all, from time to time, make a commitment that we come to regret – that to fulfil would be inconvenient, impractical or, occasionally, ruinous. Mr Henry had promised Paul Krell £75 (a princely sum of money in those days) for the use of a flat that he, Henry, no longer wanted or needed. Did grounds exist to let him off the hook?
- 4 I'm going to keep you in suspense about that for a few moments, while I turn to our Torah portion. Here we have detailed rules on how women can be exempted from otherwise-binding vows that they have made.



- 5 There is no doubt that this is a troubling text. Nedarim, Biblical vows, are a serious business and modern rabbis strongly discourage anyone from getting mixed up with them. Whenever a very pious Jew makes an informal promise it's common for them to add "b'li neder" after it – 'This does not constitute a Biblical vow' – to make absolutely clear that if they don't follow through on giving you a lift home, or whatever it may be, no religious consequences will ensue.

- 6 Yet while nedarim are just as dangerous for men as for women, it's only women who the Torah thinks need to be given get-out clauses. Indeed, it's not even the women who have the get-out clause at all: it's their menfolk. The father of an unmarried woman and the husband of a married woman have the power to annul their wives' vows, even vows made before the marriage, and the woman can do nothing about it. However much she wants to be bound by her promise, if her husband or father says no, that is the end of the vow. Only a widow was truly independent in this regard.

- 7 My colleague Student Rabbi Deborah Blausten sees³ this as an opportunity for men to be allies, to show that they are empowering women by not exercising their power of annulment. When I get married in November, I'm not going to annul Manuella's vows (should she make any). If she wants to get embroiled in nedarim that's up to her, and I won't interfere or override her choices.

- 8 Of course, the criticism one might level at Deborah's interpretation is that it's very modern. The Torah clearly was not intending to give men a chance to become feminist allies and we shouldn't be trying to justify an otherwise objectionable text.



- 9 Except there are actually two hints that Jewish law is sympathetic to women whose vows are overridden against their will. First, in our parashah itself, we are told⁴ that the consequence of a father annulling his daughter's vow is that "God will forgive her because **הניא אביה אתה**, her father restrained her [or perhaps 'frustrated her', or even 'foiled her']."
- 10 So it's not really an annulment in the sense that the vow is cancelled: the vow continues in effect, but the woman – who has failed to fulfil it – is let off the hook because someone else prevented her (or, in modern terms we might say: the patriarchy prevented her) from doing so. It's not at all her fault so she can't be held guilty.
- 11 The second hint is a gloss on this verse by the 16th century Italian commentator Sforzo.⁵ He says: "She made the vow with the intention of carrying it out, and she did not at the time know that her father would interfere." So Sforzo sees the woman whose vow is annulled as being cruelly thwarted: there she is hoping to fulfil a pledge she made before God, yet all the overbearing men in her life queue up to obstruct her and hold her back.
- 12 If someone lets my tyres down I can hardly be faulted for not making good on that lift I promised you; ditto for the woman whose father overrules her. Duress of circumstances stopped me from carrying out what was otherwise a valid promise to drive you home; duress of circumstances hold the woman back from carrying out her genuine, valid and heartfelt vow. So God forgives her – with just a whiff of implied criticism of the man who dared stand between a promiser and their God.
- 13 English law has long recognised a similar principle. There has always been a notion of 'impossibility' in contract law: if a contract becomes impossible to



fulfil, a person cannot be held liable for not fulfilling it. So if I'm paid to clean a building once a day, should the building burn down I can't be criticised for not cleaning it the next morning.

14 But Paul Krell and Mr Henry – remember them? – had a rather more difficult situation, because it was not impossible for them to fulfil their promises. The flat on Pall Mall hadn't burnt down, and Mr Henry was free to go and sit in it for two days, gazing out of the window onto the road below, if he wanted to. Coronation or no coronation, it was perfectly possible.

15 Equally, it's obvious that this was an unsatisfactory answer. The only reason for renting that flat in that place at that time was to watch the coronation. The judges knew that Mr Henry did not want to sit doing nothing on Pall Mall – at a cost to himself of £75 – when he could sit at home doing nothing for free. So they came up with a new legal principle: 'frustration of contract'. This applies when the contract is technically possible to fulfil but its purpose, well understood by both parties, no longer exists. Mr Henry was paying £75 to see the coronation from the flat, not just for the use of the flat itself. No coronation, no promise.

16 It was the judges who chose the word 'frustration', but I wonder whether it's a total coincidence that that is one meaning of the word הניא in today's parashah, referring to the woman whose father restrains, foils or frustrates her?

17 Women are restrained and foiled all the time. Even if the Torah didn't explicitly give fathers and husbands the power to overrule vows, they would still be doing it in some form or another, whether by taking control of the household finances or persistently speaking over female colleagues at work. Even if it doesn't happen on a personal level it happens on a societal level,



with gender pay gaps everywhere, abortion under threat in America, and female politicians over here being harassed, bullied and even shot. That's what comes of living and loving in a patriarchal world. It's a sad but true fact.

- 18 What this parashah does, then, is give women a kind of moral release. If they're restrained, foiled, overruled; if they are not allowed the space and agency to fulfil their genuinely-intentioned vows and promises... then God forgives. There need be no guilt. There need be no dishonour. There need be no self-blame.
- 19 There is no need for the foiled woman to trap herself in the torment of two days in a boring flat on Pall Mall, staring at the walls in absolute frustration at being held to a promise that enforced circumstances have made impossible for her to keep.
- 20 It's an oppressive world and that oppression is never the fault of the oppressed. And for those oppressed who feel guilty anyway, the Torah is there to remind: God forgives.

Check against delivery.

GW 27.07.19

¹ Numbers 30:2-17

² *Krell v Henry* [1903] 2 KB 740

³ Deborah Blausten, D'var Torah of 29 July 2016: <<https://www.alyth.org.uk/sermons-writings/publication/dvar-torah-29-july-2016-deborah-blausten/>>

⁴ Numbers 30:6

⁵ Sferno on Numbers 30:6