



Parashat Hashavua

Chukat, Tammuz 9, 5785

Harav Shaul Israeli zt"l
Founder and President

"... Harvest Your Grain..." – The Torah of Life in Eretz Yisrael

Harav Yosef Carmel

Our *parasha* recounts Bnei Yisrael's arrival near *Eretz Yisrael's* borders and the capture of land that became an extension of the Land. The people understood that the miracles keeping Bnei Yisrael alive in the desert would cease upon entering the Land, which, though blessed with fruitfulness, would require hard work in the fields. They would also need an army for protection. Success in both fields has great advantages. We will focus on developing the Land materially.

One of the greatest *poskim* of the last 200 years taught us about agricultural work's value in *Eretz Yisrael*. Rabbi Yishmael and Rabbi Shimon (Berachot 35b) argued on reconciling two apparently contradictory *p'sukim*. We are told "You shall harvest your grain, wine, and oil" (Devarim 11:14). Yet, it says "The Torah scroll shall not move from your mouth, and you shall contemplate it **day and night**" (Yehoshua 1:8), which sounds like there is no time for agriculture. Rabbi Yishmael says one should work the land "like the way of the land" and learn Torah in the remaining time. Rabbi Shimon says learning should be constant, and if we are on the proper spiritual level, others will handle our physical needs. Thus, the *pasuk* discussing harvesting refers to those insufficiently serving Hashem.

Questions asked on Rabbi Shimon include: 1) How does one give precedence to the *pasuk* in Yehoshua over that in the Torah? 2) How can the *pasuk* in Devarim, following "If **you** listen to My commandments..." (11:13), refer to one not acting properly?

The Chatam Sofer (Sukka 36a) posits that Rabbi Yishmael's approach applies only in *Eretz Yisrael*, where working the land is itself a *mitzva* of developing the Land and extracting its holy produce. There, "you shall harvest ..." is a *mitzva*, and the holy Boaz (David's great grandfather) processed his grain (Ruth 3:2). The Chatam Sofer argues in Rabbi Yishmael's name: Would you tell someone not to put on *tefillin* because he is too busy learning Torah?! Finally, he says this *mitzva* may apply to any work advancing society. Practically, developing *Eretz Yisrael* is a constant *mitzva*, as even the mundane is holy here.

The Chatam Sofer thus didn't imagine that *Am Yisrael* would return to the Land with very committed Jews forming a segment divorcing itself from physically developing the Land, saying "I will not harvest my grain because of Torah study." Can one rely on miracles, or on the State (itself a miracle), putting the burden on others? We have no precedent of a whole segment of society claiming exemption from building community and supporting families (as husbands obligate themselves in their *ketubah*).

Torah study is a crucial pillar of Jewish society. Along with modest work should come "make your Torah set" (Avot1:15). There should be *shiurim* in workplaces during breaks. Even in the Diaspora, Jewish communities made Torah study central, and Israel should encourage it. However, only an elite cadre should set aside many years for full-time Torah learning, afterward going on to important rabbinic positions.

Hemdat Yamim is dedicated to the memory of Eretz Hemdah's beloved friends and Members of Eretz Hemdah's Amutah:

Rav Shlomo Merzel z"l Iyar 10, 5771	Rav Yisrael Rozen z"l Cheshvan 13, 5778	Mr. Moshe Wasserzug z"l Tishrei 20, 5781	Rav Reuven & Chaya Leah Aberman z"l Tishrei 9, 5776 / Tishrei 20, 5782	Prof. Yisrael Aharoni z"l Kislev 14, 5773
R' Yaakov ben Abraham & Aisha and Chana bat Yaish & Simcha Sebbag z"l	R' Yitzchak Zev & Naomi Tarshansky z"l Adar 28, 5781/ Adar II 14, 5784	Mr. Shmuel & Rivka Brandman z"l Tevet 16 5783/ Iyar 8, 5781	R' Meir ben Yechezkel Shraga Brachfeld z"l & Mrs. Sara Brachfeld z"l Tevet 16, 5780	
Rabbi Dr. Jerry Hochbaum z"l Adar II 17, 5782	Rav Asher & Susan Wasserteil z"l Kislev 9 / Elul 5780	R' Abraham & Gitta Klein z"l Iyar 18 / Av 4	R' Benzion Grossman z"l Tammuz 23, 5777	
R' Eliyahu Carmel z"l Rav Carmel's father Iyar 8, 5776	Mr. Shmuel & Esther Shemesh z"l Sivan 17 / Av 20	Mrs. Leah Meyer z"l Nisan 27, 5782	Mrs. Julia Koschitzky z"l Adar II 18, 5782	Rav Moshe Zvi (Milton) Polin z"l Tammuz 19, 5778
Mr. Zelig & Mrs. Sara Wengrowsky z"l Tevet 25 5782 / Tammuz 10 5774	Harav Moshe Ehrenreich zt"l Nissan 1, 5785	Nina Moinester , z"l, Nechama Osna bat Yitzhak Aharon & Doba z"l Av 30, 5781		

Hemdat Yamim is endowed by Les z"l & Ethel Sutker of Chicago, Illinois,
in loving memory of **Max and Mary Sutker & Louis and Lillian Klein** z"l

Those who fell in wars for our homeland. May Hashem avenge their blood!



Eretz Hemdah
Deans: Harav Yosef Carmel, Harav Moshe Ehrenreich
2 Bruria St. corner of Rav Chiya St.
POB 8178 Jerusalem 91080
Tel: 972-2-5371485 Fax: 972-2-5379626
amutah number 580120780

American Friends
of Eretz Hemdah Institutions
c/o Olympian, 8 South Michigan Ave.,
Ste. 605, Chicago, IL 60603, USA
Our Taxpayer ID #: 36-4265359

www.erezhemdah.org info@erezhemdah.org
Donations are tax deductible according to section 46 of the Israeli tax code

Ask the Rabbi

by Rav Daniel Mann

Yissachar and Zevulun for *Mitzvot*

Question: Does the Yissachar and Zevulun (=Y&Z) relationship (a “working” Jew (=Zevulun) and a “learning” Jew (=Yissachar) sharing their material and spiritual attainments for each’s advantage) work when Yissachar is involved in *mitzvot* other than *talmud Torah*?

Answer: We must first examine what makes Y&Z special. The historical background comes from two tribes of Israel described (Devarim 33:18, see Rashi ad loc.) as Zevulun going out and Yissachar staying in tents (which often represents Torah study – see Bereishit 25:27). Rashi (ibid.) describes their partnership as follows: Zevulun’s commerce was shared with Yissachar, enabling them to engage in Torah. The *midrash* (Bereishit Rabba 72:5) gives Zevulun primary reward for Yissachar’s Torah learning. The Rama (Yoreh Deah 246:1) rules based on this concept that two people can make a deal whereby Zevulun supports Yissachar and they divide the spiritual reward.

Is this concept unique or does it follow established rules? Generally, one cannot be credited when another does a *mitzva* that calls for personal involvement, on his behalf. Reuven cannot ask Shimon to put on *tefillin* and have it count for Reuven (see Tosafot Rid, Kiddushin 42a). Likewise, it should be impossible to have Yissachar learn on Zevulun’s behalf and have it count for him. On the other hand, there is a concept of being rewarded, not as a performer of a *mitzva* but as a facilitator (Makkot 5b) “like those who perform the *mitzva*.” This should not be surprising, as just as facilitating another’s *aveira* is forbidden (Vayikra 19:14), so too facilitating a *mitzva* deserves reward. Even making efforts to fulfill a *mitzva* and not succeeding supplies credit (Kiddushin 40a). Indeed, reward for dedication to a *mitzva* can come from many directions. From this perspective, there is no major difference whether you facilitate *talmud Torah*, including with your money, or a different *mitzva*.

Could there be something unique about Y&Z, perhaps specifically for *talmud Torah*? Three possible elements could make Y&Z special: 1. Yissachar and Zevulun make an **agreement** whereby Yissachar shares his merit with Zevulun (see Avkat Rochel 2). 2. It is not just a sizable donation but an equal **partnership** in Zevulun’s earnings (see Igrot Moshe, YD IV 37). 3. It refers to enabling someone to learn (fulltime/significantly more) in a way he could not have without the support (see Meishiv Davar III:14).

One could argue that Y&Z is discussed regarding Torah study because it is uncommon for another *mitzva* enterprise to preclude earning a living and thus requiring sponsorship. If so, if two friends agreed that Zevulun will work “for both” while Yissachar spends his days building *mikvaot* “for both,” this could indeed “check all the Y&Z boxes,” and they could share that great *mitzva*’s reward.

However, Y&Z regarding Torah may have intrinsic advantages: 1. Many sources (including Shabbat 127a, Avot 1:15) give intensive *talmud Torah* greater centrality than any other *mitzva*. 2. Becoming a *talmid chacham* who can contribute at a high level is difficult without serious financial support, of which Y&Z is one mode. 3. Because not everyone can be a serious learner, and close connection to Torah’s virtue is critical for every Jew, *Chazal* identified special ways of connecting to Torah through a *talmid chacham* (wife or mother – Berachot 17a; father-in-law – Sanhedrin 99a; doing business with – ibid.). Y&Z fits well with those close connections.

In summation, many donations bring great reward and spiritual gain, and there is no expectation that many people will choose the special and, according to some, demanding system (50% of earnings) of Y&Z. There are too many “moving parts” to calculate expected reward for supporting various causes, and man does not “control” his reward to transfer it to others at will (see Rama and Meishiv Davar ibid.). So, while some sources say Y&Z’s unique value applies only to *talmud Torah* (see opinions in Minchat Asher, Bereishit 73; Yissachar U’Zevulun (Cohen) pp. 187-189), this need not dictate how one spends on good causes.

“Behind the Scenes” Zoom shiur

Eretz Hemdah is offering the readership to join in [Rabbi Mann's weekly Zoom sessions](#), analyzing with him the sources and thought process behind past and future responses. Email us at info@eretzhemdah.org to sign up (free) or for more information on joining the group.

Do not hesitate to ask any question about Jewish life, Jewish tradition or Jewish law.

► [SEND NOW!](#)



Igrot HaRe'aya - Letters of Rav Kook

Asking Restraint from Insulted New Yishuv – #334

Date and Place: Tammuz 5670 (1910)

Recipient and Background: This is an open letter that Rav Kook sent to an assembly of prominent members of communities in the New Yishuv. They came together to protest the Old Yishuv and its rabbinic leadership's treatment of the *moshavot* in regard to the leniencies that Rav Kook and others approved for them for *Shemitta*, especially the *heter mechira* (sale of the land to obviate the laws of *Shemitta*).

Body: I recently heard about your respected assembly and its goal to protest the persecution that the members of the *moshavot* suffer from the residents of Jerusalem, may it be built soon. This relates to their new casting of aspersions on the ruling of some of the greatest rabbinic figures, of blessed memory, regarding *Shemitta*, which has been followed without practical opposition from the time that the settlement of the Land began to be renewed.

I am internally doubtful whether I have permission to enter realms that are not mine – to give instructions to people who are acting in a manner that they believe, from their perspective, is for the betterment of the Yishuv in their way of life and activity. Nevertheless, [my situation does not allow for silence] as a Jew who truly loves all of his brethren and desires the welfare of the Yishuv, both the New and the Old one, along with being heavily involved in the matter that has caused the whole dispute. Therefore, I am taking the liberty to urge all the honorable participants to notice how much we have suffered throughout time from civil wars. These have left us as an inheritance the Three Weeks (commemorating the destruction of the Temples) and their flask of tears.

Please demonstrate, at this time of bitter spirit and emotional upset, your spiritual greatness, your composure and the loftiness of your spirit, to rise above the pettiness you experienced. Remind yourselves that the honor of Jerusalem (the opposition of whose citizenship they were planning to counterattack) is our honor, indeed the honor of the whole nation, and we always try to extol it with a generous spirit and good wisdom. If it happens that the honorable assembly decides to remain silent about the whole incident and, instead of speaking out, involve yourselves in positive steps to strengthen our holy community in *Eretz Yisrael* quietly and calmly, this would bring great satisfaction to many straight-hearted and well-thought-out people who look forward to the welfare of our future on the holy soil.

However, even if it will be decided that the assembly will come out with some public pronouncement, I think that it is proper that it should not include anything impolite, and there should be no affront to the honor of any person or group. Rather, it should just announce to the members of our nation who are spread around the Diaspora that which is already known. Namely, that the path of the New Yishuv is on a safe road and that in all matters of practical life which impact on matters of religion and its rulings, they do not stray from the rulings of the great rabbis of Israel, who always, with their great level of Torah and righteousness, recognized the great value of the Yishuv. They knew what the Yishuv meant to Israel and its hope and did not attribute any value to the words of others who came to impede it. This clear consensus exists throughout the nation, which behaved in practice according to the famous ruling, especially in regard to the question of *Shemitta*, from the time we merited to see the foundation of our new community on our holy soil. Clear and acceptable words such as these, which truly come from the heart, are appropriate, in my opinion, to fulfill their function, in line with the words of the Rabbis about a woman who, without various forms of makeup, shows charm.

We daven for a complete and speedy *refuah* for:

Itamar Chaim ben Tzipora

Nir Rephael ben Rachel Bracha
Ori Leah bat Chaya Temima

Arye Yitzchak ben Geula Miriam
Neta bat Malka

Tal Shaul ben Yaffa
Meira bat Esther

Together with all *cholei* Yisrael

P'ninat Mishpat

End of Tenure of Development Company – part I

(based on ruling 77097 of the Eretz Hemdah-Gazit Rabbinical Courts)

Case: The defendants (=def), an association of people who want homes built in a project, hired the plaintiffs (=pl) to serve as their development company to handle the building of dozens of apartments. After years of work and progress made in the project's actual building, disagreements arose, and def fired pl after paying them partially. Pl, who claim to have finished 82% of the work, are suing for 1,300,543 NIS, which they claim is still owed to them. Def, who claim that pl completed only 42%, do not believe the contract between them is binding, and are countersuing for 6,715,342 NIS for damages pl caused during their involvement. [We will deal with some of the elements of this dispute (the full ruling covers 75 pages) in installments.]

Ruling: Guarantors of the sides: The nature of an entity such as def is that as the apartments become ready for occupancy, the association gives over rights and obligations to the owners of each unit, and the association “loses” its assets to its members. Therefore, pl demanded, due to an expected lengthy adjudication, guarantees of payment if pl will win awards. Def countered that the owners of pl should be made guarantors if pl as a business is not able to pay the counterclaims; beit din helped the sides negotiate a mechanism to address these concerns.

Validity of the signed agreement: Def claim that the written agreement is invalid for a few reasons: 1. There are indications that it was predated; 2. Only def's first chairman of the board (= FCB) signed it, whereas def's charter requires two signatories; 3. FCB is a friend of members of pl and therefore was not supposed to deal with matters between pl and def because of conflict of interest. Pl responds that there is nothing wrong with that friendship, which helped the project proceed quickly and harmoniously. Pl also point out that def were required to have a written agreement with a development company, and this is the only one they have.

It is true that def's charter requires two signatories for valid agreements. The Law of Companies says that while an agreement that is against the goals of the company is void, an agreement whose weakness is lack of authorization can be approved after the fact by those with authority within the company. In this case, def used its affiliation with pl to fulfill obligations, including fulfilling the obligations of the tender. The actions of def thus confirmed pl's status, and since there was no other agreement between the sides and def paid several installments to pl based on it, def effectively confirmed the agreement. Furthermore, since on a whole slew of contracts, FCB signed by himself, according to def's argument, none of them would be valid, which is an unviable position. Furthermore, when FCB was replaced, his successor made no attempt to void the agreement and/or change it. Therefore, the agreement as it exists is valid.

We will continue next time with other elements of the dispute.

Comments or questions regarding articles can be sent to:

info@erezhemdah.org

Eretz Hemdah is the premier institution for training young rabbis to take the Israeli Rabbinates' rigorous Yadin Yadin examinations. **Eretz Hemdah**, with its distinctive blend of Religious Zionist philosophy and scholarship combined with community service, ensures that its graduates emerge with the finest training, the noblest motivations resulting in an exceptionally strong connection to Jewish communities worldwide.