

Halachic Responsum regarding the "Yissochor-Zevulun" contract and the financial support of Shimon Achi Azaria

A friend of mine who is a respected supporter of Torah, asked me several questions concerning the concept that is commonly referred to as the "Yissochor-Zevulun contract." What is the reason for drafting this document, and in what circumstances is it applicable? Furthermore, should a supporter of Torah draft such an agreement?

Response: The *Shulchan Aruch* [R' Yosef Karo] in *Yore Deah* (Chap. 246, paragraph 1) writes the following:

Someone who finds it impossible to study on his own, either because he is incapable or because he is loaded with too many other commitments should financially support those who have dedicated themselves to studying Torah.

Commenting on this passage the *Rema* [R' Moshe Isserles] notes:

The person who is supporting the scholar is regarded as if he himself had studied Torah. Furthermore, a person may enter into an agreement with his friend in terms of which he will dedicate himself to the study of Torah and the friend will agree to support him, and the reward that is accrued will be divided between them. However if someone has already studied Torah, he cannot sell his reward to that supporter in return for money (*Toldos Odom Vechavo [TO"V] [Rabbenu Yeruchom], Part II on Sotah*).

Commenting on the *Rema*, the *Shach* [R' Shabtai Cohen] says:

When the *Rema* says, "the reward that is accrued will be divided between them," the *reward* refers to both the [spiritual] reward for the study of Torah and the [physical] reward of his profit. The parties share both these rewards equally ... When the *Rema* says "he cannot sell his reward to that supporter", the words "to that supporter" should be deleted, as indeed he cannot sell his reward to anyone.

The *Taz* (*Turei Zahav*) makes a similar comment to the *Shach* in that he cannot sell his reward to anyone.

Rabbi Akiva Eiger (*ibid*) comments on the source of the *Rema's Halacha*:

The *TO"V Part II Sotah* says "it would appear that the scholar forfeits his reward since [by offering it for sale] he has annulled his share in it, and so it is written in the commentaries". Refer to the responsa of *Maharam Alashker* (Chap. 101) in the name of R' Hai Gaon, and see also the book *Aish Dos* of Rabbi Alfandari.

My teacher, the Gaon R' Yehoshua Heschel Eichenstein *Shlito*, told me (in the name of the foremost *Halachic* authority of this generation R' Yosef Sholom Elyashiv *Shlit"a*) a specific formula for drafting a "Yissochor-Zevulun" contract:

This agreement is entered into between [A] and [B]. [A] promises to give (x) amount every month for (x) months, starting from (date) to Rabbi [B] so that he may devote his time to the study of Torah. Regarding the Torah study that is made possible as a result of the financial support, the reward for facilitating the study of Torah goes

exclusively to [A], as is mentioned in Rabbi Alfandari's book *Aish Dos on Parshas Vayelech* (referred to in Rabbi Akiva Eiger's commentary on the *Shulchan Aruch*), as in the case of *Shimon Achi Azaria*.

I have certain queries on all that has been mentioned thus far. First, according to the *Shach*, does the *Rema* when speaking of an agreement between the two parties only provide for the situation where the spiritual reward for studying Torah and the financial reward of the income earned are evenly split? Is there perhaps an alternative way in which the supporter may receive a partial reward for the study that is done through his beneficence, whether or not there is a contract? Or is the way proposed by the *Rema* as interpreted by the *Shach* the only way in which a supporter may receive part of the reward for the Torah studied by the scholar?

Secondly, we need to analyze the version of the contract attributed to Rav Elyashiv. If one refers to tractate *Sotah* (21a, which is the source for this rule, as quoted by the Vilna Gaon in (note 8 of) his commentary on that chapter of the *Shulchan Aruch*) one will note that the Talmud only provides for the situation where the supporter supports the scholar **for his entire livelihood**. See *Rashi* who says:

Shimon Achi Azaria [Shimon the brother of Azaria] is a *Tana* (a scholar who lived during the *Mishnaic* period and whose comments are recorded in the *Mishna*) of the first *Mishna* of Tractate *Zevachim*, who was able to study thanks to the generosity of his brother who was in business. This brother fully supported Shimon in order to reap the benefit of his studying. It is for this reason that Shimon is referred to as Azaria's brother (rather than as the son of his father - in order to honor Azaria). In a similar vein R' Yochanan, who was supported by the *Nassi*, is referred to as R' Yochanan of the *Nassi's* House (even though they were not related).

If so, how is it possible to make a contract in terms of which the supporter binds himself to only **partially** support the scholar, as is implied in the text of the contract that we quoted? Furthermore, **why do we need to draft a contract at all** in order for the supporter to receive a reward for enabling others to study Torah? And, if in fact one who supports a scholar for his entire livelihood - as stipulated by the *Shimon Achi Azaria* system - does not need to sign a contract in order to receive a reward for facilitating Torah study, and the whole idea of a contract was only instituted so a **partial supporter** may also receive a reward for facilitating Torah study, since in the absence of an explicit contract a partial supporter receives no reward, how do we know that this contract can in fact accomplish it's goal so that the supporter receives his reward? If the above is true, then perhaps the contract does not help the supporter receive a portion of the reward for Torah study when only partially supporting someone who studies Torah?

In order to fully understand the entire issue, I will quote the words of the *Maharam Alashker* and R' Chaim Alfandari (in his book *Aish Dos, Parshas Vayelech*) in their entirety, especially since both sources are difficult to obtain.

The following is the full text of the *Maharam Alashker's Halachic* responsum:

Rav Hai Gaon has responded to the following problem: May a person who regularly fasts on Mondays and Thursdays, after a certain period declare that the [spiritual] reward accrued for fasting should go to a specified individual? Or may a person declare that he has sold his [reward in the] fasts for x amount and confirm this transaction by performing a *kinyan* (an action that renders a sale legally valid)? Similarly, if one gave his friend a gold coin in order that his friend read a portion of the Torah and the merit for reading it will accrue to him, can he benefit from this transaction?

He answers: We have seen that all these scenarios are silly and baseless. How can it be that the reward for someone performing good deeds will accrue to another? Is it not written (*Yechezkel 18: 20*) that "the righteous person receives [the fruits of] his righteousness and the wicked person receives [the fruits of] his wickedness," therefore just like a person cannot be punished for the sin of another, so too one cannot receive reward for someone else's merits. Is it plausible to think that the reward for performing a mitzvah is a portable commodity that can be transferred to another person? If the person due to receive the reward knew its true value he would never have transferred the reward, and the receiver would never have agreed to accept it. Actually, the essence of the reward is the [heavenly] honour and prestige bestowed on the righteous person for his performance of good deeds. In fact there are various groups of righteous people who behold the Divine Presence, and are greeted with [the angels] praising them and saying: "You who are righteous rise to your level of righteousness and dwell in your fitting place, you who has overcome his [evil] inclination, who has borne the burden of *mitzvos*, who has not turned to the common pleasures, but rather has chosen to put away all cravings, to suffer the yoke of your Creator, to deny yourself all pleasure because of your fear of Him; Come now and receive your reward and reap the benefits of the radiance of the Divine Presence." In contradistinction this fool who has sold [the reward for] his fasts, "a dog has eaten his meal," for what reward does he receive from G-d if he has already received money for fasting? He has not fasted and denied his body and soul all pleasure for the sake of G-d, but for monetary profit. He is more likely to be punished for such behavior for defaming the name of Heaven and exploiting the *mitzvos* for financial gain.

This however must be distinguished from the case of someone who pays a teacher to teach what must be taught, and anyone who pays the wages of such a teacher receives great [spiritual] reward. Furthermore, someone who assists others who are involved in the study of Torah and in the performance of *mitzvos* so that they are able to devote themselves to such activities, will also receive a [spiritual] reward, and the reward will be for his own actions. However, someone who tries to

buy the [spiritual] reward that is due his friend, by offering money or a gift, is contemptible and is to be scorned, for no money or treasure in the world is sufficient to acquire the [spiritual] reward due to another, as is written in *The Song of Songs* (8: 7) "If a man would give all the substance of his house for love, he would be utterly scorned." [The "love" mentioned here is taken by the sages as referring to the service of God]. Our sages (*Sotah 21a*), commenting on this verse asked: "To whom does the verse refer when it says [he will] "be utterly scorned"? Ulla says, [it is] not [referring to the case of] *Shimon Achi Azaria* and not [referring to the case of] *Rav Yochanan of the House of the Nasi* , but to the case of Hillel and Shavna, who according to Rav Dimi were brothers, and while one involved himself with business the other was devoted to the study of Torah. [Subsequently,] one said to the other "let us split our respective rewards evenly." Upon hearing this, a heavenly voice cried out "If a man would give all the substance of his house for love, he would be utterly scorned." End quote.

We now turn to the full text of the *Halachic* discourse of Rabbi Chaim Alfandari: And the Rabbi, my father and master of blessed memory, wrote that this law [that one who buys his friend's portion of the *Leviathan* (food for the righteous in the hereafter) should not prematurely rejoice, yet the seller should mourn the fact that he has made a mockery of the hereafter by selling eternal life for monetary gain] is indeed correct – based on the *Rabbenu Yeruchom* in *TO"V* (Part II): "A scholar, before occupying himself with Torah study may enter into an agreement with his friend in terms of which the friend will involve himself with business and [in return for his support] receive a portion of [the reward for] his Torah study, as in the case of Yissachar and Zevulun. However, if the scholar has already studied Torah and he offers a portion [of his reward for that study] in exchange for money, the deal is completely invalid as is written "If a man would give all the substance of his house etc.", as in the case of Hillel and Shavna mentioned in *Sotah 21a*. Furthermore, apparently the scholar also loses his reward [for Torah study as a result of this transaction], as he has nullified his portion [of the reward], as the commentaries have written."

Based on this idea, Rabbi Yehuda Kimche of blessed memory explained the meaning of the verse in *Koheles* (2: 21) "For there is man whose labor is with wisdom (he is occupied with Torah study) ... yet he will give his portion to a man who has not labored in it? This also is silliness and a great evil." Hinted in this verse, then, is the law of one who sells his portion for studying Torah after studying, that the sale is void, and the sale is described by the verse as a "great evil," since the scholar has lost his portion [in the reward] by demeaning the Torah, which is a great evil, as the rabbi of blessed memory [Rabbenu Yeruchom] wrote.

In my humble opinion we can also use this idea to explain what our Rabbis meant in *Midrash Rabbah on Parshas Kedoshim (VaYikra, Chap. 25, par. 1)*:

The Almighty will build an area of shade and canopy for *mitzvah* performers, adjacent to the Torah Masters in the Garden of Eden. There are three relevant verses. The first one is: (*Koheles 7: 12*): "In the shade of wisdom, in the shade of silver." The second one is (*Isaiah 56: 2*): "Happy is the one who does this (referring to piety, and in this context referring to Torah study), and the son of man who holds on to it (supports Torah)". The third one is (*Proverbs 3: 18*): "She (Torah) is a tree of life for those who hold on to her".

The *Yefe Toar* commentary (*ibid*) queried the necessity for quoting three verses, and provided an explanation; see there. I will also propose an answer, based on the comments of the *Rema* in his notes on the *Yore Deah (Chapter 246)*, and I quote: "A person may enter into an agreement with his friend in terms of which he will dedicate himself to studying Torah and the friend will agree to support him and the reward that is accrued will be divided between them," and the *Siftei Cohen (Shach)* commenting there says: "When the *Rema* says "the reward that is accrued will be divided between them" the *reward* refers to both the [spiritual] reward for studying Torah and the [physical] reward of his profit. Both these rewards are shared equally by the parties." The basis for the *Shach's* idea can be found in the *Midrash Rabba on Parshas Naso (Bamidbar, Chapter 13, paragraph 17)*, beginning with the following question:

Why was [the tribe of] Zevulun deemed worthy to offer [consecration] sacrifices [as early as on] the third day [out of twelve]? ... (The Midrash then describes the special relationship between Zevulun and Yissachar, with Zevulun supporting Yissachar's Torah study out of Zevulun's love for Torah. The Midrash expands on this idea by explaining that the Prince of Zevulun's offering of "One silver dish (weighing) one hundred and thirty shekels, one silver bowl (weighing) seventy shekels" (*Bamidbar 7:25*), two hundred shekels in total, alluded to the fact that Yissachar produced two hundred heads of the *Sanhedrin*, as mentioned in *Divrei HaYamim (I, 12:33)*). The Torah credits Zevulun with Yissachar's monumental achievement because the facilitator of the deed is greater than its performer, for were it not for the financial support of Zevulun, Yissachar would never have been able to devote himself to Torah study ... [The meaning of Zevulun's offering of] "the two of them (the dish and bowl) full of fine flour" (*Bamidbar 7:25*): Both Zevulun and Yissachar shared the reward for Yissachar's Torah study, and both shared Zevulun's income.

We now return to answer our original question of why the *Midrash on Kedoshim* quotes three verses. The highest level of a supporter-scholar

relationship corresponds to what we have just seen in the relationship of Yissachar and Zevulun, and thus the verse "In the shade of wisdom (Torah), in the shade of silver (finance)" refers to the idea that the two equally share the reward for Torah and the income. There is a second level, one that corresponds to the relationship of *Shimon Achi Azaria*, whose brother (Azaria) provided for his entire livelihood so that he could devote himself to the study of Torah, and so the second verse "Happy is the one who does this (Torah study), and the son of man who holds on to it (supports the Torah)," refers to this type of relationship. The third verse quoted is referring to the lowest level of supporter-scholar relationship, where the supporter "buys" the reward after the Torah was studied, and hence the sale is void and the one who studied the Torah also loses all his reward as we have said above. Nevertheless, the person who supports the scholar, although he is not rewarded for the Torah studied, is rewarded for doing a *mitzvah* [of supporting a Torah scholar]. It is for this *mitzvah* that the third verse: "She (Torah) is a tree of life for those who hold on to (support) her" is quoted. Let us note that the end of this verse reads: "and those who support her **is** happy." The word "happy" is written in the singular form, while "those that support her" is written in the plural, to tell us that only one supporter is "happy", since only an agreement in accordance with the *Shimon Achi Azaria* system leaves the supporter "happy" (to the exclusion of the other situation where the scholar has already studied at the time of the arrangement). A supporter who does not use this system, is nevertheless included in the verse "She (Torah) is a tree of life for those who hold on to (support) her" [as he still receives some reward]. We have thus shown how all three verses interrelate. End quote.

Based on the *Poskim* quoted, we can now see clearly that the Yissachar-Zevulun agreement is radically different from the *Shimon Achi Azaria* support system. The Yissachar-Zevulun agreement is in essence an all-encompassing life-partnership agreement. It is entered into when both parties perceive that they are unable to succeed in their life mission on their own, and both parties bring to the partnership an integral commodity. It is a situation where without the scholar, the businessman would not receive any reward for studying Torah, and without the businessman, the scholar would find it almost impossible to devote his time to study, as in the words of Rabbi Alfandari who quotes the Midrash (*Rabbah, Parshat Naso 13:17*) "were it not for [the financial support of] Zevulun, Yissachar would never have been able to devote himself to Torah study." And this is clear from the very same Midrash, which continues:

Therefore **Zevulun merited to be a partner with the Torah, and was Yissachar's companion**, and for that reason he offered his sacrifices immediately after Yissachar ... The prince of Zevulun offered his sacrifice in tribute to **the partnership that he entered into with his brother Yissachar, because Yissachar and Zevulun were partners**, Yissachar devoted himself to the study of Torah and Zevulun dealt in business.

It therefore follows that **with such a partnership agreement, each party receives half the reward of the other**, just as in every ordinary partnership all the profits are divided evenly. It follows then, that the reward that the supporter receives is **half his partner's reward for Torah study, as if he himself had studied**, since Yissachar divides the reward he receives for Torah study equally with Zevulun.

The *Shimon Achi Azaria* support system, however, is a completely different mechanism and does not resemble a partnership. Rather it has to do with the fact that every Jew receives a reward for the good deeds he performs, including the situation where his good deeds cause others to perform *mitzvos*. This is especially true when, through his financial assistance, he is the direct cause of others studying Torah. Obviously in such a case he will be rewarded, as it is written "Happy is the one who does this (Torah study), and the son of man that hold on to it (supports Torah)". This was the case with *Shimon Achi Azaria*, since **Azaria supported Shimon and enabled him to study Torah, and therefore Azaria was rewarded for facilitating the Torah study of his brother Shimon**. It follows, then, that the reward for being the financial provider in the *Shimon Achi Azaria* support system is the **reward for the facilitation of Torah study and for providing the scholar with the resources to enable him to devote himself to Torah study**. It appears, then, that the debate among *halachic* authorities as to whether a Torah supporter, by receiving half of the scholar's reward, diminishes the scholar's portion of the reward, or whether that is not the case (here is not the place to elaborate), is not relevant with the *Shimon Achi Azaria* support system. Rather, that issue relates to a real partnership as defined by the Yissachar-Zevulun relationship, where all the profit (financial and spiritual) is simply divided equally between the parties.

We are now ready to resolve the questions we raised above. Even though the *Shach* explains that the terms of the *Rema's* agreement stipulate that also the income be divided equally, he will certainly agree that there is another way for a supporter to be rewarded for the Torah studied by the scholar, using the *Shimon Achi Azaria* aid system. The reason the *Shach* confined the *Rema's* words to the case where they evenly divide the income and the reward, is because the *Rema* prefaced his words by saying "A person may enter into an **agreement** with his friend..." (literally "make a condition"), and if we are talking about an agreement, the agreement described by the *Shach* is the only one possible (as will be elucidated later on). It is also because the *Rema* wrote "and the reward that is accrued will be divided between them" which suggests that the supporter will receive half the [spiritual] reward, and this only happens in a Yissachar-Zevulun partnership, as I have explained. Yet in order for a supporter to receive reward in his capacity as the facilitator of the Torah study of a scholarly dependent, as in the *Shimon Achi Azaria* aid system, one need not enter into any agreement whatsoever! This latter situation is actually covered in the more general preceding words of the *Shulchan Aruch*, "[He] should financially support those who have dedicated themselves to the study of Torah." The *Shulchan Aruch* thus implies that one receives reward for his own

act of facilitating Torah study, and the *Rema's* comment that "The person who is supporting the scholar is regarded as if he himself had studied Torah," merely means that the reward for facilitating Torah is on a par with the reward for studying Torah, but it does not mean that the supporter actually receives the reward for the Torah studied.

If these contentions are correct, then one need not query the version of the agreement that I quoted above attributed to Rav Elyashiv. The question of how do we know that one may draft a contract that only provides for partial support of the scholar, is thus answered: The underlying basis for the supporter's reward does not emanate from the agreement, but from the very fact that the supporter enables his scholarly dependant to continue studying, and thus the reward is given for facilitating Torah study. Therefore it would be logical to conclude that **any Torah that is studied as a result of the generosity of the supporter, quantitatively or qualitatively** - for example providing the scholarly dependent with peace of mind to study (as studying undisturbed obviously increases the quality of the Torah studied) - **is fully rewarded to the supporter for the *mitzvah* of facilitating Torah study**, in exactly the same way that Azaria was rewarded for supporting his brother Shimon and for enabling him to devote his time to Torah study.

The two questions we asked above can now receive an unequivocal answer. (A) Why is it necessary to draft a contract in order for the supporter to be rewarded for supporting the Torah study of a scholar? (B) Does a supporter who does not support his scholarly dependent fully as in the case of *Shimon Achi Azaria*, require a contract in order to be rewarded for partially supporting the Torah study of the scholar? **We now understand that there is no necessity whatsoever to draft a contract in order to receive the full reward that is due for facilitating Torah study, and in fact a contract is completely irrelevant.** The reward does not emanate from any agreement by the scholar, but rather from the simple fact that the supporter enables him to study. The only point of drafting a *Shimon Achi Azaria* agreement is merely to formalize the relationship, so that the supporter understands and gains a tangible sense of what he is receiving return for financial support.

After I wrote this responsum I saw a version of a Yissachar-Zevulun agreement drafted by the saintly *Chazon Ish* of blessed memory, in the *Kovetz Igros Chazon Ish (Collection of Letters of R' Avraham Yeshayahu Karelitz, item 47)*:

... In order that he may be able to devote himself to Torah, and regarding any Torah study accomplished as a result of the financial support of the above-named, the reward thereof will be divided equally between the scholar and the supporter, in the way specified by the *Rema (Shulchan Aruch, Yore Deah Chap. 246, par. 1)*, and we hereby place our signatures to this contract ...

This is precisely the opposite of the position I have taken thus far, since according to this version of the agreement, even if the support is only partial on the part of both the supporter and the scholar, they may still enter into the agreement mentioned by the *Rema*, and the actual reward for the scholar's

Torah study is divided equally between the parties. Nevertheless, I do not feel that as a result of seeing this version of the agreement I need to revise my entire thesis, since this agreement seems to be at odds with the *Shach*, who confines the situation described by the *Rema* that the supporter receives half the reward for the scholar's Torah study, to the case where the supporter also shares his income with his scholarly dependant. Perhaps we may try (with difficulty) to answer this contradiction by explaining that the words in the *Chazon Ish's* agreement "in the way specified by the *Rema*" are not referring to the *Rema's* suggested agreement. Perhaps they are referring rather to the *Rema's* introductory comment where he says "The person who is supporting the scholar is regarded as if he himself had studied Torah," which is a comment on the *Shulchan Aruch's* statement that one should "financially support those who have dedicated themselves to the study of Torah," where we have explained that the *Rema* is advising us that the supporter is rewarded for the Torah facilitated (although not for the actual Torah studied), which is true even in the absence of a genuine "Yissachar-Zevulun agreement" as I have explained above. Whether or not this is the intention of the version attributed to the *Chazon Ish*, my position seems to me to be correct, and also fits in well with the wording of the agreement attributed to Rav Elyashiv *Shlito*.

Regarding the issue of **whether it is recommended to draw up a real Yissachar-Zevulun agreement**, that is, an agreement where the reward for Torah studied, and the income earned, are both split evenly, requires further consideration. We have not seen nor heard of this arrangement occurring for a very long time, even though the *Rema* declared what he did, and it therefore seems quite remarkable that no one practices it! Yet it seems to me that **such an agreement is a wonderful thing, particularly for the businessman, but also for the scholar who may be enabled to grow to the highest levels of Torah and devotion to Hashem** without having the yoke of financial responsibility. It appears that the reason we do not witness such a case nowadays, has to do with the fact that in recent generations the observant Jewish community has been divided into two groups whose worldviews do not coincide, and these groups fail to see eye-to-eye on these fundamental issues. Out of all of today's major Torah supporters, could we find one person who truly believes that all his business achievements and all the wealth that he has created are worthless when compared to the value of Torah and *mitzvos*? That is why we do not find successful businessmen taking interest in this idea! Furthermore, because of our many and grave sins, even amongst those who are occupied with Torah study, few are free of personal bias and motives to the extent that they recoil from earthly possessions and honor. That being the case, should they manage to change their lifestyle from one of poverty to one of prosperity, who can guarantee that their Torah study, devotion and fear of G-d would not, Heaven forefend, be adversely affected. Thus the objective of the agreement to strengthen these three areas might unfortunately in any event remain unfulfilled.