



# Business weekly

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לע"נ הרה"ח ר' נחמיה ב"ר שלמה אלימלך ז"ל  
by his son, R' Shlomo Werdiger

## STORYLINE

### borrowed time

By Rabbi Meir Orlian

Halacha Writer for the Business Halacha Institute

After many years of living in the States, the Liebers decided to sell their house and move to Israel! The house was finally sold to the Blechs, and the closing was set for mid-May.

A month before the closing date, Mr. Lieber called. "Can we remain in the house for a few weeks after closing?" he asked Mr. Blech. "This will make it much easier for us to renovate our apartment in Israel before moving."

"Let me check when we will be ready to move in," answered Mr. Blech. Two days later, he called back. "We will not be ready to move until mid-June, so you can stay in the house until June 10th."

"Thank you very much," replied Mr. Lieber. "We really appreciate it."

A week after closing, Mr. Blech called the

Liebers. "Our plans suddenly changed," he said. "I just switched jobs, and will have to start in the beginning of June. Because of this, we're going to have to move in by June 1st."

"That's a big problem," said Mr. Lieber. "We've built arrangements around staying till June 10th."

"What do you mean?" asked Mr. Blech.

"We arranged to load the lift June 9th," replied Mr. Lieber. "We also scheduled our flight for June 13th. It's going to be hard to live in transit for two weeks."

"I know it's inconvenient," responded Mr. Blech, "but we need to move in."

"I really don't know if it's possible at this point," said Mr. Lieber. "I told you, we ordered the lift for June 9th, and there's no way we can move out without packing the

lift."

"See if you can arrange to make it earlier," said Mr. Blech. "But regardless, we also have constraints and need you out by June 1st."

"It will be extremely hard for us to pack so quickly," said Mr. Lieber, "but I'll speak with the shippers."

An hour later, Mr. Lieber called back. "I spoke with the shipping company and they said that there's no way they can come by June 1st. Maybe two days earlier than planned, but not by June 1st."

"I'm really sorry," said Mr. Blech, "but there comes a point we when have to say, 'Enough.' We already closed and now it's our house. We were happy to let you stay there until we were ready to move in – mind you, we let you stay for free – but we really

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## FROM THE BHI HOTLINE

Submitted by  
O. C.

### birthright

A man passed away, leaving assets to be divided amongst his three sons. His assets include items in a safety deposit box, money in a savings account and money he had lent to others using a heter iska.

**Q: What is the correct way to calculate the firstborn's double portion?**

**A:** Shulchan Aruch (C.M. 277:1) writes that a firstborn receives a double portion of his father's assets. If, for example, a man had two

sons, his assets are divided into thirds. The firstborn receives two parts and the other son receives one. In your case, the assets are divided into four parts. The firstborn receives two parts, and the younger brothers receive the other two. However, the firstborn's right to a double portion is limited to assets that were in the father's possession when he died, not assets that are owed to the estate or became part of the estate following the death of his father, i.e. prospective assets. Therefore, if the father

lent money to someone, the firstborn does not receive a double portion of that money (278:3). Let us apply some of these principles to the situation you presented. 1) Assets of Reuven that he merely deposited with Shimon remain the property of the depositor. Therefore, money and valuables stored in a safety deposit box were in the father's possession at the time of his death, and the firstborn has rights to a double portion of that money. 2) The mechanics of loaning someone money with a

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must move in by June 1st.”

“We really appreciate your graciousness,” insisted Mr. Lieber, “but you did agree to let us stay on until June 10th. We could have left by the closing date, but at this point, we simply cannot leave by June 1st.”

“We insist that you leave by June 1st so that we can move in for my new job,” said Mr. Blech. “You can move everything into short-term storage or find another shipping company.”

“That’s not reasonable,” retorted Mr. Lieber. “You agreed that we can stay until June 10th, and you can’t suddenly change the date!”

“You leave me no option but to summon you to a din Torah with Rabbi Dayan,” said Mr. Blech flatly.

Mr. Blech and Mr. Lieber came before Rabbi Dayan’s beis din and presented the case.

“Lending a property or movable item is a mutual legal commitment, just like renting a property,” ruled Rabbi Dayan. “Once the borrower takes possession of the borrowed property, such as by living there, he acquires rights to use it for the duration

of the loan. Conversely, he assumes responsibility for safekeeping a borrowed item. Therefore, since Mr. Blech agreed to allow the Liebers use of the house until June 10th, he has no right to evict them earlier (Choshen Mishpat 341:1; see Nesivos Hamishpat 192:6). ”

“What if we hadn’t specified a date?” asked Mr. Blech.

“An unspecified monetary loan is assumed to be for thirty days,” Rabbi Dayan answered. “However, the accepted opinion is that if an item was lent without a time frame, the lender may demand it back at any time (C.M. 341:1). Until he asks for the item to be returned, the borrower may continue to use it and remains responsible for it (Pischei Teshuva 341:1). Some maintain that when lending use of a house, 30-day notice is normally required (see C.M. 312:6ff; Pischei Choshen, Sechirus 5:11).

“If no date was stipulated, but the item was borrowed for a specific task or event, such as to pack the lift,” concluded Rabbi Dayan, “the lender cannot demand it back until the borrower has done the task (341:2,5).”

heter iska is that half of the “borrowed” money is considered a deposit and the other half is a loan (Y.D. 177:12). Some authorities (see Pischei Teshuva 278:4) maintain that the firstborn receives a double portion of the money that is a deposit, but of the half of the money that is a loan. According to other authorities, since the “borrower” is limited in terms of what he may do with the money, including the part that is the loan (see Y.D. 177:30), the lender is considered to be in possession of that money and the firstborn would receive a double portion of the entire amount. In contrast, in a standard loan, the borrower may do whatever he wants with the money. For that reason, it is categorized as prospective assets. A third position maintains that the entire amount is categorized as prospective assets since the lender must collect the money and he is not repaid with the same money that he loaned to the borrower. 3) There is a

debate among Poskim regarding money that is deposited into a bank account. Although the money was “deposited,” the bank has the right to use that money according to their discretion, and it is considered by many authorities to be a loan to the bank. As such, the firstborn would not collect a double portion from funds that were in an account when his father dies. Although one could argue that since the banks in Eretz Yisroel use a heter iska, half of the money should be considered a deposit, allowing the firstborn to collect double according to the first opinion above, the consensus of the Poskim is that the money is shared equally (see Shevet haLevi 4:215; Pischei Choshen Yerusha 2:36). Ideally, one should draft a halachic will that clearly delineates how one’s estate should be divided so that halachic dispute and machlokes between siblings who argue about their inheritance can be avoided.

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## MONEY MATTERS

### payment of wages week #12

**Q: When I asked my dentist about payment, he said, “We’ll bill you.” May I delay payment until I receive the bill? When I receive the bill, must I pay it immediately?**

**A:** Shulchan Aruch rules that one only violates the prohibition of withholding wages if the worker asks for immediate payment. If a worker agrees to delay payment, one no longer violates the prohibition (C.M. 339:8-

10). The Zohar, however, writes that it is improper to withhold wages even with the worker’s permission. Some also infer from the language of the Gemara and Shulchan Aruch that although one doesn’t violate if the worker doesn’t ask for pay, it is still proper to pay immediately (Pischei Teshuva 339:7; but see Erech Shai 339:10). When the bill arrives, although “bal talin” no longer applies, there is a rabbinic obligation to pay any due debt

as soon as possible, based on the verse, “al tomar l’reiacha” – “Do not tell your neighbor, ‘Leave and come back; I will give tomorrow,’ when it is by you (Mishlei 3:28)”, but this obligation is more flexible, such as if the patient is very busy or low on cash (C.M. 339:7). Thus, it is preferable to pay immediately, but it is acceptable to wait until the bill arrives. When you receive the bill, you should pay it as soon as feasible.

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*For professional investors only*

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*Investing in internet gambling sites • Deals that are subject to Asmachta*

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