



# 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

### matchmaker money

By Rabbi Meir Orlian

Halacha Writer for the Business Halacha Institute

Rebbetzin Dayan was talking with her close friend, Mrs. Toby. "How is your daughter, Sara, doing?" Mrs. Toby inquired. "She's a lovely young lady and I'd love to see her married!" "She is meeting with shidduchim," replied Rebbetzin Dayan. "If you have any suggestions, we would be happy to hear them." "Actually, there's someone I know who may be very appropriate," said Mrs. Toby. "His name is Avraham Rosen and he comes from a wonderful family, who were close neighbors of ours for many years." The two women spoke for a while; Mrs. Toby described the young man. "This sounds very promising," said Rebbetzin Dayan. "Let me speak with my husband and daughter and I will get back to you." The Dayans agreed that it was worthwhile to pursue the shidduch. The fact that the idea

came from a friend who knew both parties well made it sound even more attractive. Rebbetzin Dayan called Mrs. Toby. "Yes, we're interested." "Oh, I'm so happy," said Mrs. Toby. "I just feel that this is the right match and hope that everything works out!" Two months later, Rebbetzin Dayan informed Mrs. Toby that the engagement of the young couple was imminent. "Oh, how exciting!" exclaimed Mrs. Toby. "It should be with lots of mazal!" "We will be hosting a l'chaim to celebrate their engagement, IY"H, tomorrow night," said Rebbetzin Dayan. "We look forward to seeing you there!" At the l'chaim, Rabbi Dayan turned to his wife. "You know," he said, "we have to give Mrs. Toby shadchan gelt (fee)."

"I'm very happy to give her," said his wife. "It's the least we can do to thank her." "It's not only that," said Rabbi Dayan. "In communities where the practice is to give shadchan gelt, Mrs. Toby is even entitled to demand it legally as payment for her services, like any other service (Rama C.M. 185:10)." "Really?" asked his son, Zvi. "But Mrs. Toby does not do shidduchim in any professional capacity, nor did she indicate at all that she expected payment when she made the suggestion. She is a close friend of ours who was trying to help Sara." "The fact that she did not indicate that she expected payment does not make a difference," replied Rabbi Dayan. "She is still entitled to ask for payment afterwards, even though she is a friend (Chochmas Shlomo 185:1)." "The Rama rules this way in a similar situ-

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## FROM THE BHI HOTLINE

Submitted by  
T. C.

### food for thought

I was hired as a rebbi in a summer camp. My salary included meals served by the camp kitchen. The kitchen unexpectedly became unusable and the camp was forced to begin purchasing meals from a caterer. We were notified that staff meals would not be supplied by the caterer, and we will have to care for ourselves from now on.

**Q: Does the camp have the right to force this change upon us?**

**A:** The core issue of this question is whether an obligation to provide for another person remains in force if the value of this obligation increases in value in an unforeseen fashion. A similar situation is discussed in Shulchan Aruch (E.H. 114:1) regarding a case where one obligated himself to support the daughters of his wife from a previous marriage for a predetermined period of time. Eventually, the cost of living increased in an unantic-

pated dramatic manner. According to some opinions, since it is clear that the benefactor never intended to obligate himself to this amount, he is not obligated to pay the increase beyond reason (Taz ibid, 2). According to other opinions, the right of the recipients to the support he committed to entitles them to demand it, regardless of its increase in value. They define the obligation similar to an object that a customer purchased but has yet to receive.

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## STORYLINE CONTINUED

ation, when a person provides lodging to another,” replied Rabbi Dayan. “It was common for in-laws to provide meals for their newly married children for a specified number of years. If they continued to provide lodging beyond the agreed time, they could charge the couple afterwards, even though they didn’t indicate beforehand that they now expected payment. We do not automatically assume that they intended to provide lodging for free (Rama C.M. 246:17).”

“If they did intend to provide the lodging gratis,” asked Zvi, “can they turn around afterwards and demand payment?”

“No,” answered Rabbi Dayan. “The Rama concludes that if the host intended to provide the lodging gratis, he may not demand payment later, even if he subsequently enters a quarrel with the lodger and wants to charge him retroactively.”

“I would hope so,” remarked the Rebbetzin. “It would be strange to host a family for Shabbos and then charge them for it.”

“If a person has a guest for Shabbos, the circumstances usually

indicate that he intended to do so gratis (Aruch Hashulchan C.M. 246:19),” explained Rabbi Dayan. “Similarly, if the shadchan clearly indicated at the outset that he suggested the name without expectation of payment, he may not demand payment later, nor it is necessary to pay him (Pischei Teshuva E.H. 50:16). An expression of gratitude is still appropriate, though.”

“What about other work?” asked Zvi.

“The Rama expands this principle elsewhere to anyone who does work that benefits another,” his father replied. “The recipient cannot claim that the worker did the job for free since he wasn’t instructed to do it. This is because the recipient gained a benefit from the worker (Rama C.M. 264:4).

“What about communities that don’t have the practice of shadchan gelt?” asked Zvi.

“There, the shadchan cannot claim payment unless he stipulated so ahead of time,” replied Rabbi Dayan. “It is still appropriate, though, to give some gift in appreciation of having rendered the suggestion.”

## FROM THE BHI HOTLINE CONTINUED

Since the customer already owns the object, the seller must deliver it to him even if the value of this object increases sharply from the time of the sale to the time of shipping. Similarly, the obligation is owned by the recipient and its monetary value increased for the recipient (Sha’ar Mishpat C.M. 60:4).

Since the matter does not have a definitive conclusion, Bais Din could not force the person who made the pledge to carry out his commitment in such a circumstance (see Imrei Binah Halva’ah 49).

Accordingly, in your case, the camp agreed to provide meals for the staff, assuming that the meals would be prepared in their own kitchen. They did not anticipate the sharp price increase of catered meals. As such, the obligation of the

camp to provide meals cannot be forced on them.

Furthermore, it can be argued that the camp’s commitment was only to allow the staff to take meals from the food that was prepared in their kitchen, not to actually provide meals for the staff. Accordingly, once meals are no longer being produced in their kitchen, they do not retain an ongoing obligation to provide meals from another source (see C.M. 310:2, 312:17).

This analysis, however, only addresses the obligation of the camp. Since the meals were part of the overall compensation package for the staff and the camp no longer provides those meals, the staff arguably has the right to quit or at least to renegotiate their salaries (see Nachlas Zvi 312:10).

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## MONEY MATTERS

### laws of interest week #8

#### Q: How does a “heter iska” operate?

A: (Part Two, continued from last week)

3. To facilitate the anticipated return, a stipulation is made that the “manager” (i.e. borrower) will not be believed that the “anticipated profit” of the financier was not realized unless he takes a severe oath. He is

given the option of paying the amount of “anticipated profit” (i.e. interest) for relieving him of his responsibility to take this oath.

4. If only half of the capital remains the investor’s and half is a loan, a provision is included to provide a nominal salary, often a dollar, to the “active partner” (i.e. borrower) for his efforts in managing the investment venture. Otherwise, his free service in man-

aging the financier’s half would be a form of interest on the half that is a loan.

Ideally, this agreement should be attached to, or incorporated though reference, in the loan document.

(For further elaboration, see The Laws of Ribbis, Rabbi Reisman, 22:24-29; 23:1-5 and [www.businesshalacha.com/articles/usury-suspects](http://www.businesshalacha.com/articles/usury-suspects).)

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