An Interactive Practical Approach to the

The Laws of Timely Payments

Part 1

Featuring four Case Studies:

CASE 136: A Speaking Enragement!

CASE 137: Grandma’s Apples

CASE 138: Kenny’s Kebab House

CASE 139: Minor Issues

Syllabus based upon the acclaimed Fellow – Yesharim Weekly Newsletters
Syllabus

Topics discussed in the featured cases

136
1. What are the various biblical and rabbinical (de’oraissa, derabanan) responsibilities to pay a worker on time (One who completes the work before dusk and one who completes the work before dawn)?
2. Who is responsible to pay their employees on time?
3. Does an employer incur financial responsibilities for breaching a spoken contract of work? If yes, what are their ramifications?

137
4. Must an adult pay a child on time for work done?
5. What happens if the employer has no money to pay the employee?

138
6. What comes first, paying wages or paying bills?

139
7. How does an employer allocate insufficient funds to various employees?
8. Do relatives of the employer receive their wages before other employees?

- An exercise follows each case.
- List of selected source material on pg. 25
- Index on pg. 26
Timely Payments in Tanach

Lo sa’ashok es rei’acha
v’lo sigzol, lo salin peulas sachir it’cha ad boker

Do not cheat your fellow,
and do not rob, payment for the hired worker shall not stay overnight with you until morning.
(Leviticus 19: 13)

Lo sa’ashok s’chir ani v’eyyon me’achecha oh mi’geirecha asher be’artz’cha bi’sh’arecha

Do not cheat a poor or destitute hired person from among your brothers or from among your converts who are in your land, in your cities
(Deuteronomy 24: 14)

B’yomo titein s’charo , v’lo savo alav hashemesh ki ani hu v’eilav hu nosei es nafsho v’lo yikra alecha el Hashem v’haya becha chet.

Pay his hire on its day, the sun shall not set upon him because he is poor and he risks his life for it. Let him not call out to Hashem, and there be a sin in you.
(ibid. 24: 15)

Al tomar le’reiacha lech va’shuv umachar etein, v’yeish itach

Do not tell your fellow go and return and I will give you tomorrow, while you really have funds available with you. (Ecclesiastes 3: 28)
Welcome to Fellow Weekly!

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The Torah commands us to pay our employees on time:
An employee who finishes the job at night can expect payment by dawn
[Vayikra 19:13].

An employee who finished the job during the day can expect payment before dusk [Devarim 24:15].

This applies to rental fees as well [Choshen Mishpat 339:1].

Follow the next few weeks for an exciting series on "Timely Payments".
[Choshen Mishpat 339]

CASE 136: A Speaking Enragement!

Professor Manny Wright was the president of the New South Wales Board of Australian Legal professionals. Wright was a world-renowned speaker – a celebrity of sorts. His wit, charisma, practical wisdom and powerful oratory skills would hold his audience spellbound.

Wright was invited by Columbia University to address a crowd of six thousand students. Columbia offered him $15,000 for the event. Professor Wright scheduled his speaking tour in New York City for the week of Jan 16th.

As is common with traveling speakers; Wright also agreed to a couple of smaller engagements while he was in town. He was to lecture the student body of the Steinberg Community College in Brooklyn on the subject of “Employer Wages: Ethics and Law” for a fee of $1,000 and a voluntary appearance at a fundraising event for the AFESU (American Further Education Society for the Underprivileged).

Professor Wright sent a message to the Community College directors requesting that he be paid in cash and added, “I am giving you an opportunity to fulfill...
the positive biblical commandment you should pay your worker on the day that he worked’ [Devarim 24:15]. Please pay me immediately after my presentation.”

To his dismay, he received the following response from the Community College:

Regarding remuneration, we do not typically pay speakers immediately after their presentation. In fact, here in the US, one month for granting of honoraria is an excellent record of accomplishment at colleges and universities. We plan to pay you within that time. Unfortunately, a cash payment is not an option, as our accounting department requires that all speakers be paid by check. We are all anxiously looking forward to your lecture.

Sincerely
Robin Banks, Ph.D.
Dean
Steinberg Community College

☞ Did Ms. Banks lose the opportunity to fulfill a mitzvah?

☞ Does Columbia University have any financial responsibility towards Wright?

What is the Halacha?

[Submitted by Rabbi Menachem Nissel: Member, Fellow-Yesharim Research Center - Jerusalem, Israel]
The Answer:

We present you here with a concise ruling. For a more intricate elucidation, please see the "detailed explanation" below.

The College did not transgress a negative prohibition, but they did lose the opportunity to perform the mitzvah of paying a worker on the day that the job was performed. As she was merely the dean, it is conceivable that Ms. Banks herself was not the one responsible for the mitzvah to pay Professor Wright upon his completion of the job (see Detailed Explanation).

Columbia must reimburse Professor Wright for expected losses incurred (see Detailed Explanation for the list of losses, for which Columbia is liable).

Detailed Explanation

Steinberg Community College

The responsibilities an employer or service beneficiary has vis-à-vis an employee or service provider can be divided into two categories. Category A is a result of the unique employer-employee relationship. Category B is a result of a general debtor-creditor relationship.

Category A

An Employer must fully compensate workers (or service providers [Ahavas Chessed 9:5]) with legal tender [Bava Metzia 118a] on the day of the job's completion [Vayikra 19:13, Devarim 24:15] or the day of deliverance of goods (e.g. in the case a dry cleaner) [Choshen Mishpat 339:6].

An Employer or service beneficiary who delays “available” payment to an employee or service provider can conceivably transgress two negative prohibitions [Choshen Mishpat 339:2] and forfeit the opportunity of fulfilling a positive mitzvah [Choshen Mishpat 339:1].

An Employer is required to borrow money or sell merchandise to pay an employee on time [Ahavas Chessed 9:7].

The aforementioned prohibitions against “delayed payment” and positive mitzvah lie specifically on an employer who is responsible for both the hiring and payment of employees [Choshen Mishpat 339:7]. Alternatively, one vested with Power of Attorney would bears responsibility for this prohibition – even though the funds legally belong to a third party [Ahavas Chessed 10:4].
Category B

An Employer or service beneficiary who defaults on a debt indefinitely can transgress an additional three negative prohibitions: swindling another individual [Vayikra 19:13], robbing [ibid], and – when applicable – swindling a poor or destitute worker [Devarim 24:14].

In addition, a general rabbinic prohibition dating back to King Solomon exists against intentional postponement of available payment of debts due [Mishlei 3:28].

These four prohibitions apply to any employer and debtor, even one who was not directly accountable for hiring the worker (as is common with large establishments) [Choshen Mishpat 339:7].

Exceptions:

An employer who is known from the onset to have an “alternative payment plan/date”, as well as one whom the employee never expected to have available funds upon the work’s completion, does not transgress the negative prohibitions [but does forfeit the opportunity to execute the positive mitzvah] when delaying payment accordingly [Choshen Mishpat 339:9]. Nevertheless, an employer who fails to adhere to the understood “alternative payment date” or does not immediately pay when funds which were initially unavailable become accessible, risks transgressing the rabbinic prohibition of intentionally delaying available payments of debts due [Mishlei 3:28; Choshen Mishpat 339:9].

While the employer always fulfills the positive commandment when paying immediately upon the work’s completion, he or she fulfills no positive commandment by paying on the “alternative payment date”.

Application:

The Community College had an “alternative payment plan”. Hence, the biblical prohibitions of delaying payment do not apply. However, the College forfeits the opportunity to fulfill the positive commandment when following their protocol. Additionally, the rabbinic prohibition remains in affect if the college does not pay within the accepted time.

In countries subscribing to the Old British Law (like Eretz Yisrael), canceling a check indiscriminately is prohibited. Hence, checks are always deemed legal tender (this explains the free transfer of third party checks). In countries subscribing to American Law, checks run more of a risk of being canceled. Consequently, a check holder can never be sure that a received check reflects the true cash value. A check is merely a
vehicle to obtain cash. A good check is generally easily redeemable for cash when the banks are open. Steinberg Community College was an American institution. As the mitzvah is for the employer to deliver legal tender to the employee, the check would conceivably have to be delivered at a time when the banks are open in order to fulfill the mitzvah. However, in a society where it is customary for such a worker to be paid by check, one will not transgress any of the above prohibitions and will similarly fulfill the positive commandment to pay workers on time [Mishpetei Hapoalim].

However, Robin was the Dean, not the comptroller. While she may have hired Manny, she is not financially responsible for payment. Hence, she was always absolved from this mitzvah. Similarly, no biblical responsibility for on-time payment lies on the comptroller (who has Power of Attorney on the institution’s funds) as he or she never directly hired Manny.

**Note:** Institutions vary in terms of their financial organization. Indeed, some deans may be financially responsible for employee payment. In such a situation, the dean would in fact be liable for the laws mentioned in Category A).

Nonetheless, the Comptroller remains responsible for the laws mentioned in Category B (theft and swindling), should the institution default completely on the payment. Similarly, tarrying beyond the date of the accepted “alternative payment plan” would hold the comptroller liable for the rabbinic prohibition of intentionally delaying available payment.

**Columbia University**

An employer who cancels on an employee can incur the following financial responsibilities:

I. If the employee turned down alternative work and can no longer attain them, the employer must compensate for employee’s losses. [Choshen Mishpat 333:2] (see Issue 30).

II. If the employee subsequently finds another job at a lower rate, the initial employer pays the difference between the employee’s expected wages and actual wages received [ibid]

III. If the employee already began working, even if they did not forfeit alternative work, the employer must fulfill his side of the deal and “provide work and its compensation for the employee”. Even setting out to the job site can be considered the beginning of work [Choshen Mishpat 333:1]
We can establish the exact amount of liability by determining how much the employee would honestly be willing to take for not having to actually work [ibid; Radva”z Vol. II, Responsa 793]. This is subjective to the nature of the job, the worker, and the worker's financial situation. For example, some workers would agree to take less money if it meant not having to work, while others would rather work hard and receive their full pay.

The employer must cover any expenses the employee responsibly incurred because of relying on his employer, even those incurred before actually beginning the job [Choshen Mishpat 14:5, Ram”a].

**Application:**

Professor Wright incurred losses by relying on Columbia University’s commitment. Thus, Columbia is responsible to pay Wright for any financial loss incurred due to the booking and cancellation of his ticket and travel arrangements.

If Wright can find an alternative appearance for $15,000, Columbia need not pay him. If he turned down an offer as a result of Columbia’s commitment and now cannot find another engagement, Columbia must reimburse him for the losses they caused to him. Additionally, even if he did not turn down another offer, he technically had already begun working for Columbia. His traveling to the airport for his appearance is considered the “beginning of the job”. Columbia in turn accepts responsibility to compensate him as promised (provided he does not cancel and an unforeseen occurrence does not transpire) [Choshen Mishpat 333:5].

There is valid reason to assume that, as a celebrity, Professor Wright would have preferred to work than to remain idle. Celebrities enjoy the stage and each appearance is an advertisement for them. Hence, in a case when Columbia would be liable, they would have to pay Wright close to the full $15,000 if not the entire amount.

[Answered by the Fellow-Yesharim Research Center]
Exercise:

Halachos I learned from Case 136: A Speaking Enragement:

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Below is my own case based upon the Halachos I learned in Case 136:

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An employee who finishes the job at night can expect payment by dawn [Vayikra 19:13].
An employee who finished the job during the day can expect payment before dusk [Devarim 24:15].
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Follow the next few weeks for an exciting series on "Timely Payments". [Choshen Mishpat 339]

CASE 137: Grandma’s Apples

Grandma Bertha Levy of Toronto was beloved by all of her neighbors. Though her own grandchildren lived far from her Downsview home, Bertha treated all of the neighborhood kids as if they were her actual grandchildren. Grandma would bake granola cookies with them, read them books, teach them to knit, and most importantly, listen to them talk about their childish experiences.

Grandma Levy was never too busy to lend a listening ear.

On Grandma’s front lawn grew a beautiful apple tree. Grandma would rock on her chair in its shade and watch the children play hide-and-seek around the tree. Autumn had arrived and the apples were ripe.

“Sara dear,” she called out to the ten year old girl with long braids reading under the tree. “For every bag of apples
you pick, Grandma will give you a quarter.”

Sara was a great apple picker and knew the tree well. She climbed all the way up the tree and after twenty minutes, she managed to fill seven bags of apples.

“What should Grandma Bertha do? What is the Halacha?

[Submitted by Rabbi Avi Hess: Member, Fellow-Yesharim Research Center - Jerusalem, Israel]

Did you know?

The first letters of בתיומו וכרושתן spell the word שבת. One who fulfills the mitzvah of paying his or her worker in the proper time - בויומת עיתון שכר - “Pay his wages on his day” - becomes enveloped with the same degree of sanctity one enjoys on Shabbos - שבת (a Nesama Yeseira)?

[Nagid Umitzvah by Rav Yaakov Chaim Zemach, student of the AriZal. See Mekor HaChessed 10:36]
The Answer:

We present you here with a concise ruling. For a more intricate elucidation, please see the detailed explanation below.

If change could be obtained with only a minor inconvenience or financial loss, or if Grandma could borrow the money, she would be required to do so in order to pay Sara on time. However, if it would involve a considerable financial loss or inconvenience, she can pay Sara another time without transgressing the negative prohibitions mentioned last week (see Issue 36). However, she would still lose out on the opportunity to fulfill the positive commandment of paying workers on time [Devarim 24:15].

Detailed Explanation

Overview

An employer is obligated to pay his or her worker on time regardless of the amount of money due [Ahavas Chessed 9:3] or the age of the employee. Adults must take heed when promising children sweets or incentives for performing a service to reward them in the prescribed timely fashion [Ahavas Chessed 9:5 Nesiv Hachessed 16].

An employer is required to incur a nominal loss in order to pay employees in the prescribed timely-fashion [ibid. Nesiv Hachessed 21; Pischei Choshen 9:16]. Additionally, if possible, an employer is required to borrow money or sell merchandise in order to attain the funds in a timely fashion (see Issue 36).

While it is irresponsible to engage a worker without ensuring that funds will be available at the appropriate time [Ahavas Chessed 9:9], the prohibition in the Torah is against withholding accessible funds. In a case where paying on time would involve a considerable financial loss or inconvenience, like risking the future of one’s livelihood, the funds are not considered accessible and the prohibition would not apply [Pischei Choshen 9:16] (Losing a night’s revenue is not enough to permit one not to pay a worker) [Rav Yitzchak Berkovits].

Application

Grandma is obligated to compensate Sara fully before the day is done. She is equally required to incur a nominal financial loss or small inconvenience in order to procure the appropriate change. If she fails to do so, she would forfeit the opportunity to fulfill the positive commandment of paying workers on time, transgress the two negative biblical prohibitions of
postponing wages due, and violate the rabbinic prohibition as well (see Issue 36).

Alternatively, Grandma can borrow change from a neighbor or ask someone else to advance payment to Sara before the day is done [Ahavas Chessed 9:7] (she would probably not have merchandise that she could sell in order to pay on time if she did, she would be required to do so).

However, if Grandma would delay payment in order to avoid a considerable financial loss or inconvenience she would not transgress the biblical and rabbinical prohibitions of temporarily withholding wages due. Nonetheless, she would still forfeit the opportunity to fulfill the positive commandment to pay a worker on time.

[Answered by the Fellow-Yesharim Research Center]

Did you know?

Caution: The prayers and cries of a distraught employee and his or her family who painfully wait for due wages are extremely powerful.

[Alshich Parshas Kedoshim]
Exercise:

Halachos I learned from Case 137: Grandma’s Apples:

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[Choshen Mishpat 339]

CASE 138: Kenny’s Kebab House

Kenny’s Kosher Kebab House was a fast growing enterprise in the downtown business district of Columbus, Ohio. The Kebab House boasted two large executive banquet rooms, numerous private dinettes, and a general eating area. The friendly ambiance, professional service, and mouth-watering carte du jour drew an impressive crowd of satisfied customers. Nevertheless, the restaurant would experience seasonal ups and downs.

With the arrival of mid-winter vacation, sixteen-year-old Baruch Stein took a job at the Kebab House to help his parents cover the bills, as they were experiencing financial difficulties. He was a hard and responsible worker and took his job seriously. Baruch was happy to be able to help his parents help him.

February 15th was payday and Baruch was looking forward to receive his hard-earned $500 paycheck. David the celebrated Chef too was looking forward to take home his bimonthly check of $3,000.
Kenny, eager to pay his workers on time, spent the afternoon in his office balancing his books. Time was ticking and Kenny was up against the wall. He was out of meat and had to place a $5,000 meat order to be delivered before dinnertime. A $200 electric bill had to be paid. David and Baruch were both expecting their paychecks, and additional $3500.

Kenny broke out in a sweat when he realized that he had but $3,000 available.

☞ What should Kenny do?

What is the Halacha?

[Submitted by Rabbi Avi Hess: Member, Fellow-Yesharim Research Center - Yerushalayim]

Did you know?

I am required to pay my employee before nightfall for the work completed on Friday, even if I accepted Shabbos upon myself before nightfall. See Mekor HaChessed p.95 who quotes Sefer Melachim Ownaich by Rabbi Chaim Kanievsky of B’nei Brak who explains how to effect a legal acquisition without handling money on Shabbos in order to fulfill this Mitzvah.
The Answer:

We present you here with a concise ruling. For a more intricate elucidation, please see the detailed explanation below.

If the meat distributor would accept a late payment, Kenny must first pay his employees. He should pay $500 to Baruch, $2500 to David (see Detailed Explanation), and pay both the meat and the electrical bills a few days late.

While Kenny is required to incur a nominal loss in order to pay his workers on time, he is not required to risk forfeiting his business in order to pay his workers on time [Piskei Choshen 9:15]. Since a restaurant that goes without food for a night risks ruining its reputation, he may pay his workers late should the meat distributor only accept payment in full upon delivery (assuming he cannot responsibly borrow the money).

Detailed Explanation:

In determining which debts to pay first, it is important to: (a) categorize each debt form; (b) Define the nature, scope, and limitations of each form s payment obligations; (c) Ascertain the correct sequence within each category; and (d) determine how a debtor divides limited funds amongst creditors of equal import.

Our case implicates the necessity to focus on (a), (b), and (d) (Case 139 may necessitate a focus on (c) as well).

Category A: Wages

Kenny owes earned wages to his employees, Baruch and David. Paying them on time, Kenny fulfills a positive commandment and avoids transgressing five negative prohibitions and one negative rabbinic prohibition for each employee [Choshen Mishpat 339:2] (See Issue 36).

He properly fulfills the positive commandment by paying each worker on time, in full [Ahavas Chessed 9:10; Nesiv Hachedess 28].

Kenny is required to pay his employees if funds are available [Choshen Mishpat 339: 10]. He is obligated to extend a serious effort to procure the funds [Tosafos Bava Kama 9a, 46a; Tosafos Bava Basra 92b], but is not required to incur a devastating loss to do so. If funds are unavailable, he does not transgress the prohibitions but still does not fulfill his positive obligation [Ahavas Chessed 9:7].

Category B: Purchases

Kenny owes the electric company for the electricity he used, as he purchased kilowatts of power from the electric company. This debt is much like a balance due for a sale.

Note: While any fixed monthly fees might be considered a rental and as
such should theoretically fall under Category A [Choshen Mishpat 339:1], since there is a spread of days when payment is accepted, we view such a debt as having an alternative payment plan and would not be subject to the general stringencies of Timely Payments (See Case 137).

Kenny will incur a similar form of debt when placing his meat order from the distributor.

Application:

Paychecks vs. Bills

Certainly, as in any debt, Kenny may not swindle or default, nor may he intentionally postpone available payment of any form of debts due [Vayikra 19:13, Mishlei 3:28]. However, delaying payment of a worker’s timely wages is a time sensitive issue, running the employer an additional risk of disregarding a positive commandment as well as transgressing many more negative prohibitions [Choshen Mishpat 339:2] (See Issue 36).

Hence, Category A objectively takes precedence over Category B. However, since an employer need not incur a devastating loss to pay an employee on time (e.g. risking ruining his/her business reputation) [Piskei Choshen 9:15], Category A takes precedence over Category B providing that delaying the meat or electricity payment will not incur such devastating losses to the business. (Loss of merely one night’s profit is not significant enough to absolve the employer from paying the employees on time [Rav Yitzchak Berkovits].)

Assuming the meat distributor would allow for a delayed payment and the loss for a late payment to the electric company is nominal, Kenny is required to pay his workers before the other two bills.

Baruch and Dovid

Both employees deserve to receive their payment on time. Thus, Kenny must divide his resources between all of his employees [Ahavas Chessed 9:8] (See Case 139 if one employee is needier than another [Ahavas Chessed 10: 8-11]).

A debtor must divide the limited resources equally among all creditors of equal importance [Choshen Mishpat 104: 10, Ahavas Chessed 9 Nesiv Hachessed 22].

Accordingly, as employee wages precede payment for received merchandise, Kenny must divide his limited funds equally among his employees. Hence, he allocates $1000 to Baruch and Dovid, paying them each an equal share of $500. Kenny remains with two thousand dollars, which he forwards directly to Dovid. Consequently, Baruch receives his $500 and Dovid a total of $2500, while the meat distributor and electric company must wait for their payments.
Exercise:

Halachos I learned from Case 138: Kenny’s Kebab House:

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Below is my own case based upon the Halachos I learned in Case 138:

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This applies to rental fees as well [Choshen Mishpat 339:1].

CASE 139: Minor Issues

With the economy crumbling, Avi Schwartzman’s automobile repossession business in Cincinnati, OH was booming. With banks calling non-stop for him to repossess collateral vehicles, Avi decided to open up a second office in nearby Louisville, KY. Avi hired Harry and Fred, two unemployed neighbors, as drivers; and eleven-year-old Yaakov to do some basic filing while school was out for winter break. Avi’s brother-in-law Michael managed the new office.

While the Louisville office had an incredibly busy first week, Avi had not yet received most of the payments due from the banks for the repossessions executed; and due to initial startup costs, had very little cash on hand in time for payday. With $2,500 to spare, he owed Harry and Fred each $500, Yaakov $250, and Michael $1,500.

Young Yaakov overheard Avi and Michael discussing this dilemma and approached Avi privately.

"I heard that you are a bit tight with funds this week," said Yaakov. "Being that I don’t have any personal expenses, I don’t mind if you just wait until next week to pay me."

☞ What must Avi do?

What is the Halacha?
The Answer:

We present you here with a concise ruling. For a more intricate elucidation, please see the detailed explanation below.

In the meantime, Avi pays Harry and Fred $650 each; and his brother-in-law- Michael, $800. He must pay Michael's remaining balance as well as Yaakov's paycheck as soon as he procures the funds.

Detailed Explanation

Minor Issues implicates the following six Halachos.

I. A debtor must divide the limited resources equally among all creditors of equal importance [Choshen Mishpat 104: 10, Ahavas Chessed 9 Nesiv Hachessed 22]. (See Case 138)

II. When funds are limited, a poor worker receives payments before one who is not needy. [Ahavas Chessed 10:8] (Note: A poor employee, who is embarrassed to take handouts, precedes a worker who has already accustomed himself/herself to accept charity. [ibid.])

III. When issuing loans or allocating charity from limited personal funds, one is required to aid needy relatives prior to helping strangers [Shulchan Aruch Yoreh Deah 251:3]. Nevertheless, as each employee rightfully earns his or her due wages, one employee's kinship to the employer does not entitle him or her to receive payment prior to fellow employees [Ahavas Chessed 10:9].

IV. An employer will not transgress the negative prohibitions of postponing due wages (see Issue 36) if the employee genuinely chooses not to demand the payment on the due date [Ahavas Chessed 9:11].

Warning: An employee's shyness or lack of assertiveness in no way indicates such a pardon [Nesiv Hachessed 9:29].

V. While there is room for discussion, whether a child has the legal capacity to pardon a due debt completely, [See “Other People’s Money” by Rabbi Pinchas Bodner, from Rav Moshe Feinstein zt”l; See also Mishp’tei Hatorah by Rabbi Tzvi Schpitz] a child, like an adult, has the right to opt not to demand timely payment. If such a move is genuine, the employer can be absolved from transgressing the negative prohibitions of delaying due payment.

VI. If payment was delayed due to a lack of funds, the employer must pay his or
her due wages as soon as funds become available [Ahavas Chessed 9:12].

Application

Although Yaakov is a minor (under 13), he has the legal right not to demand timely payment from Avi. Avi owes $3000 in wages and has but $2000 available. He will have to postpone some payment to some or all of his workers. Michael's relationship to Abe does not grant him the right to receive his wages in full before his colleagues. Instead, Abe must first care for Harry and Fred - his two poor workers who were initially unemployed. Once he pays Harry and Fred, Abe will then allocate the remaining funds to Michael. Avi will pay Michael's remaining balance as well as Yaakov's paycheck as soon as funds become available.

The result would be that Harry and Fred receive $650 each. Abe forwards the remaining $800 to Michael. Accordingly, Harry and Fred receive their respective paychecks in full, while Michael receives but $800 for the time being. Avi will pay Michael's remaining balance as well as Yaakov's paycheck as soon as funds become available.

[Answered by the Fellow-Yesharim Research Center]

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Your generous tax-deductible donation to Minyan Avreichim will enable us to continue spreading ethics awareness amongst our people.

Note:

Although, we aim to present the correct ruling, varying details are always important and decisively influence every individual case. Our readers are thus encouraged to present their personal cases to a competent authority and not solely rely on the information provided.
Exercise:

Halachos I learned from Case 139: Minor Issues:

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Below is my own case based upon the Halachos I learned in Case 139:

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Selected Source Material

- Bava Metzia 118a
- Tosafos Bava Kama 9a, 46a
- Tosafos Bava Basra 92b
- Shulchan Aruch Choshen Mishpat 104: 10
  - 332: 1, 2
  - 333: 1, 5
  - 339: 1, 2, 6, 7, 9, 10
- Shulchan Aruch Yoreh Deah 251: 3
- Ahavas Chessed Section 1 chapters 9, 10 by Rabbi Yisrael Meir Kagan (The Chofetz Chaim) and footnotes Mekor HaChessed by Rabbis Dovid Zicherman and Binyamin Zeligman © Jerusalem, 2004
- Pischei Choshen chapter 9 by Rabbi Yaakov Blau (Yerushalayim)
Index

136

Bava Metzia 118a
Choshen Mishpat 14: 5
Choshen Mishpat 333: 2, 5
Choshen Mishpat 339: 1, 6, 7, 9
Ahavas Chessed 10: 4

137

Ahavas Chessed 9: 3, 5, 7
Pischei Choshen 9: 15, 16

138

Tosafos Bava Kama 9a, 46a
Tosafos Bava Basra 92b
Choshen Mishpat 104: 10
Choshen Mishpat 339: 1, 2
Ahavas Chessed 9: 7, 8, 10
Ahavas Chessed 10: 8-11

139

Choshen Mishpat 104: 10
Yoreh Deah 251: 3
Ahavas Chessed 9: 11, 12
Nesiv Hachessed 9: 29
Ahavas Chessed 10: 9

☞ We value comments and questions from our esteemed educators and our precious students.