



# Business weekly

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## STORYLINE

### vacation at the vineyard

By Rabbi Meir Orlian

Halacha Writer for the Business Halacha Institute

The Geffner family was wrapping up a trip to Israel for the summer. Their final visit was to a vineyard and ancient winepress, where visitors can cut grapes and then press their own grape juice.

"This is exciting," said little Aharon as they approached the vineyard. "Look at these real grape vines."

"Do you see how the soft vines harden into small wooden trees as the vines grow?" said Mr. Geffner. "That is why we make a borei pri ha'etz on grapes."

The family walked around the vineyard, cutting clusters of grapes.

"That's enough," said Mrs. Geffner. "We already filled a basket and have to leave some for other people."

"You know, they used to press grapes by stomping on them with their feet," said Mr.

Geffner.

As they got to the winepress they saw other children there, with their socks off, stomping and squishing the grapes. Mrs. Geffner wrinkled her nose. "How unhygienic!" she exclaimed. "And on the ground, too..."

"Well, the kids seem to be having a good time," responded Mr. Geffner. "Anyway, they tell you to boil the wine to pasteurize it."

Aharon and Menachem took off their socks and washed their feet. "A lot of good that does," laughed Mrs. Geffner. Then they took turns stepping on the grapes until a purplish liquid began oozing out of the grapes and poured through a crevice in the rock into a container.

"Great job! You children look like professional grape stompers," Mrs. Geffner applauded them.

The guide poured the grape juice into a bottle. "We now have to designate terumos and ma'asros (tithes)," he said. "Pour off a little juice into this cup, which we will later declare as terumah and discard, and then say the declaration printed on this sheet."

"Isn't this year a year of ma'aser ani?" said Mr. Geffner.

"What's ma'aser ani?" asked Menachem.

"On the third and sixth year of the seven-year shemittah cycle, a tenth of the produce is supposed to be given to the poor," answered Mr. Geffner. "This year, 5771, is the third year of the cycle."

Menachem looked skeptically at the half-filled bottle of wine. "A tenth of this is not much," he said. "What are we going to do? Find a poor person and give him two ounces of this juice?"

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## FROM THE BHI HOTLINE

Submitted by  
S. K.

### the broker's fee

I brokered a deal between Reuven and Shimon and received my standard brokerage fee of 5%. A few days after the completion of the transaction, Shimon discovered that the merchandise was defective. He cancelled the deal.

**Q: Must I return the brokerage fee?**

**A:** The job of a broker is to bring two parties together to complete a transaction. Once he has successfully brought them together and

the transaction was made, he has completed his job and deserves his brokerage fee. If, subsequent to the transaction, the two parties decide to cancel the deal, they remain obligated to pay the broker's fee (Taz C.M. 185 and Sha'ar Ephraim 150). Even if the parties did not yet complete the sale but had signed a contract obligating themselves to complete the transaction, the broker deserves his brokerage fee even if they cancel that agreement. However, if the transaction

is cancelled because it is discovered that the merchandise was defective, the original transaction between the two parties is cancelled retroactively. Once the transaction is cancelled retroactively, it emerges that the broker never completed his job of bringing together the two parties to complete a transaction - and thus did not earn his brokerage fee (Sha'ar Ephraim, ibid). In the event that the defect was repairable and the sale isn't void (see 232:5) but the two parties decide to can-

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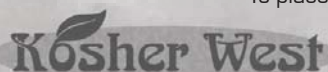
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"Well, we must designate the ma'aser ani in order to be able to drink the wine, so then we should give it to a poor person," said Mr. Geffner. "I wonder if this place has any arrangement to deal with the ma'aser ani. Two ounces from everybody becomes a considerable sum."

"We do," said the guide. "Rabbi Tzedek worked out an arrangement for us."

"Can you tell us how it works?" asked Mr. Geffner.

"Sure, it's fascinating," replied the guide. Rabbi Tzedek told me as follows:

"One can make an arrangement ahead of time with a needy person or an organization that provides charity or food packages to needy people. A certain sum of money is given ahead of time as a loan to that person or organization, with the understanding that they will not pay it back. Instead, the value of the ma'aser ani will be offset against that loan and you can eat that ma'aser.

"If there is a steady arrangement with a specific person or organization and one always gives his ma'aser ani in this manner, when

the ma'aser ani is declared, its value is automatically deducted from the loan. We have such an arrangement. If you look at the terumos and ma'asros declaration that you are about to say, you will see that it reads: 'A tenth of the juice in the south should be ma'aser ani, and its value should be deducted from the loan given to so-and-so tzedakah organization.' Therefore, when you declare ma'aser ani, the value of a tenth of the juice is deducted from the loan, and you can drink it (Rama Y.D. 257:5)."

"Amazing," said Mr. Geffner. "I wonder whether this idea can be used also for ma'aser kesafim. I'll send Rabbi Tzedek an email when we return."

He did, and Rabbi Tzedek responded: "Yes, it is possible. For example, let's say that you want to help a needy person with a large sum of charity or ma'aser kesafim, beyond your current availability. You can arrange with him to give him the large sum now and deduct a certain amount monthly from your ma'aser kesafim until the amount is covered (Shach 257:11)."

cel the deal anyway, the broker is entitled to his fee, since he completed his assignment and it is the parties who chose to cancel the transaction.

Sometimes two parties decide to pay the broker his brokerage fee before a transaction is completed, anticipating the completion of the transaction. If the transaction is cancelled afterward, it is not clear whether the broker must return the brokerage fee. One approach maintains that by paying him his fee before the completion of the transaction, they indicated that they wanted to pay him for his efforts, rather than for the completion of the transaction. As such, he would not be required to return the money. Others disagree and contend that if the transaction is not completed, he is obligated to return his brokerage fee, since it was only given in anticipation of completing the transaction (Mishpat Sholom 185 sides with this approach).

If it is discovered that the seller was aware of the defect and withheld that information from the broker, the halacha is as follows: If the broker brokered the deal on his own volition, the seller would not be obligated to pay his fee, since the broker was aware that the merchandise could possibly be defective and the seller is withholding that information, hoping the customer won't mind the defect. As such, he knew that he was taking a chance on payment by voluntarily brokering this deal.

If, however, he was hired by the seller to broker the transaction, he deserves payment for the successful job that he performed of finding a buyer. The seller knew that if the broker was aware that the merchandise was defective, he would not broker the deal, so he essentially agreed to pay him for his efforts to complete the transaction even if it is not ultimately completed.

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## MONEY MATTERS

### laws of interest week #15

**Q: Many schools and camps provide "early bird" discounts if payment is made ahead of time. Is this practice allowed?**

**A:** We learned that prepayment discounts for merchandise are generally not allowed, whereas prepayment discounts for labor are allowed if the work begins immediately. Payment for school or camp is primarily for the service of teaching or providing summer ac-

tivities. Therefore, if payment is required only at the beginning of the school year or summer season, there is no ribbis problem. Even if payment is required ahead of time, but it is only a small partial payment that can be attributed to the desire to secure the registration of the child, there is also no concern of ribbis. However, if a substantial payment is required before the beginning of the year or season, as is common, there is a potential ribbis problem

according to many poskim (see Bris Yehuda 23:7; 26:3). Some poskim argue, however, that the payment to the administration is not only for the actual teaching or camping, but for making any necessary arrangements, such as hiring staff, developing curriculum and schedule, etc. Therefore, since this work is underway long before the school year or summer season begins, the "early bird" discount is permissible (The Laws of Ribbis, ch. 7 ftnt. 30).

## PLEASE BE AWARE

**Using your friend's credit card for purchases or taking advantage of his special finance offers can involve serious ribbis (interest) issues.**

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