

# CHABAD LUBAVITCH OF CHAUTAUQUA

23 Vincent Avenue Chautauqua, NY 14722 T: (716) 357 - 3467 W: www.cocweb.org E: rabbi@cocweb.org

## Everyday Ethics – Week 7 – 2020

---

1. GEMARA: ... We learned in a Tosefta: In a case of one who hires a laborer to bring cabbage and plums to an ill person, and he went and found that the patient had already died or recovered, the employer nevertheless gives the worker his entire wage.  
 Rabbi Yehuda HaNasi said to him: ... There, in the case of the ill person, the agent performed his assignment, as he procured and delivered the foods to the ill person, (Talmud, Baba Kama 116a-b)
  - a. **TOSAFOT:** From the [Talmudic] language it appears that because the recipient was ill, he hired him [to deliver it] for a higher than regular wage...
  
2. When a person hires a worker to bring him an object from one place to another, and the worker goes to the designated place but cannot find the object specified, the employer is obligated to pay him his entire wage.  
 If a person hires a worker to bring rods to use as supports for a vineyard, but the worker can not find them, and hence does not bring them, the employer must pay the worker his wage.  
 If he hired him to bring cabbage or prunes for a sick person, the worker went and when he returned, the sick person either died or recovered, the employer should not tell the worker: "Take what you brought as your payment." Instead, he must pay him the entire wage he promised him. Similar principles apply in all analogous situations. (Maimonides, Hilchot Sechirut 9:8)
  
3. When a person hires a worker to work together with him with straw, stubble and the like, he is not given the option of telling the worker: "Take what you did as your payment." (Talmud, Baba Metzia 118a.  
 Maimonides, Hilchot Sechirut 9:10)
  - a. This applies even in a case were employer has only this [to pay with], he nevertheless has the obligation to invest effort to sell it and furnish the employee with monitory wages. (Sha"ch, C.M. 336:4)
  
4. An article is not acquired merely through a verbal agreement. This applies even when witnesses testify that the principals have reached an agreement.... The same applies with regard to a person who gives a gift and its recipient. (Maimonides, Hilchot Mechira 1:1)
  
5. When a person gives a gift to a colleague, the recipient does not acquire it until he takes possession through one of the legal processes by which a purchaser takes possession of a purchase.  
 ...A verbal statement is not sufficient. The recipient does not acquire the gift, and either one of them still has the option of retracting. (Maimonides, Hilchot Zechiya Umatana, 3:1)
  
6. It was stated: There is an amoraic dispute with regard to renegeing on a verbal commitment that was unaccompanied by an act of acquisition. Rav says: It does not constitute an act of bad faith. And Rabbi Yohanan says: It constitutes an act of bad faith. (Talmud, Tractae Baba Metzia 49a)
  
7. When a person agrees to a transaction with a verbal commitment alone, it is appropriate for him to keep his word even though he did not take any money at all, did not make a mark on the article he desired to purchase, nor leave security. If either the seller or the purchaser retracts, although they are not liable to receive the adjuration *mi shepara*, they are considered to be faithless, and the spirit of the Sages does not derive satisfaction from them. (Maimonides, Hilchot Mechira 7:8. Shulchan Aruch, C.M. 204:7)
  
8. Similarly, if a person promised to give a colleague a gift and failed to do so, he is considered to be faithless.

When does the above apply? With regard to a small gift, because the recipient will depend on the promise that he was given. With regard to a large gift, by contrast, the giver is not considered to be faithless if he retracts, because the recipient does not believe that he will give him these articles until he transfers ownership through a formal *kinyan*. (Maimonides, Hilchot Mechira, 7:9)

9. Question: Reuben told a craftsman: “Make me such and such tonight and I will purchase it from you tomorrow”. The craftsman made it and the next day he went to Reuben and said: “Come now and take the thing you requested, because if you delay, it will ruin”. Reuben replied: “I already purchased the item from someone else”. What is the law?

Answer: The one who commissioned the craftsman is obligated to pay the craftsman’s entire loss, because he falls into the category of “causing damage”... (Respona Rosh 104:6)

10. When a person tells a craftsman, make for me this thing and I will acquire it from you. If afterwards he doesn’t want to acquire it, and it is something that if he doesn’t purchase it immediately he will suffer a loss, he is liable to pay. (Shulchan Aruch, C.M. 333:8)

11. The distinction between chapter 336 [*where he cannot tell him to keep the item in lieu of payment – even when he does not suffer a loss*] and here [*chapter 333, which states that he is liable only if he will suffer immediate loss, but otherwise he can say, keep the item in lieu of my financial obligation*] is:

that in chapter 336 it speaks of hiring an employee, whereas here [333] he did not say that he is hiring him as an employee, rather all he said was that he should make it and he will purchase the final product from him according to its value. Therefore, he doesn’t become his agent which would make him immediately financially liable, rather, he is bound by the laws of acquisition. Only if he will suffer immediate financial loss will he be liable, because he caused damage. (Nesivot Hamishpat 333:15)

12. From the Rosh is understood that if the craftsman can sell the item to someone else without a loss, he has no claim. Similarly, if he can sell the item for a reduced price, he can claim only the difference. This is true even if it would entail some effort on his part. (Sm”e C.M. 333:29, Sha”ch C.M. 333:41)

13. There is no difference whether a person injures a colleague with his hand, injures him by throwing a stone or shooting an arrow, opens a current of water on a person or on utensils and damages him or them, or spits or sneezes and causes damage with his spittle or mucus while it is being propelled by his power. All of these are considered derivatives of damage that a person causes, and he is liable for all of them, as if he had caused the damage with his hands... (Maimonides, Hilchot Chovel Umazik 6:10)

14. Whenever a person causes property belonging to a colleague to be damaged - even though he himself is not the one who ultimately causes the damage - since he is the primary cause, he is liable to make financial recompense from the finest property in his possession, like others who cause damage.

What is implied? A person throws a utensil that he owns from a roof onto pillows and blankets, and another person comes and removes the pillows from the ground, causing the utensil to hit the ground and break. The person who removes the pillows is liable to pay the entire sum of the damages, as if he broke the utensil with his own hands. For it was the removal of the pillows and the coverings that caused the utensil to break. The same applies in all analogous situations. (Maimonides, Hilchot Chovel Umazik 7:7)

---

*Chabad Lubavitch of Chautauqua’s only source of funding is donations from private individuals*

Please be generous, donations are tax deductible

[\*\*Click here to donate\*\*](#)

Please consider leaving a gift for Chabad Lubavitch of Chautauqua in your ‘*Living Legacy*’ will