

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 3 – 2021

1. If this one says "For a maneh" [100 zuz, I will buy it], but the other says "For 200 zuz", [I will sell it] and they each go home, and afterwards they pursue each other—if the buyer pursued the seller [and took the object without specifying the amount he will pay], they should do whatever the seller said; but if the seller pursued the buyer, they should do whatever the buyer said. (Tosefta, Kiddushin 2:11)

2. The following rules apply in the situation to be described. A person wanted to purchase an article from a colleague. The seller said: "I will sell it to you for 200 zuz," but the purchaser said: "I will not purchase it for more than a maneh." They each returned home. Afterwards, they came together again and the purchaser took possession of the article by *meshichah* without making any further statements. If it was the seller who made the proposition to the purchaser and gave him the article, he is required to give him only a maneh. If, however, it was the purchaser who performed *meshichah* without making any further offers, he is required to pay 200 zuz. (Maimonides, Hilchot Mechira 20:1)

3. **BARAITA:** One who hires artisans or laborers, and they deceived the employer, or the employer deceived them, they have nothing but a grievance against one another, [and no monetary claim]... (Talmud, Tractate Bava Metzia 76b. Maimonides, Hilchot Sechirut 9:4)

4. In what case is this statement, that if they reneged, they have only a grievance, said? When they had not started the work at all. But if they had started the work, the court appraises for them that which they have done, for which they receive some form of compensation. How so? If they received standing grain to reap for a contractual agreement of two sela for the entire field, and they reaped half of it and left half of it, or if they took a garment to weave at two sela, and they weaved half of it and left half of it, in these cases the court appraises for them that which they have done.
 [The baraita details this appraisal:] If [the current wage for the part of the task they had done] was now worth six dinars, [a sela and a half, as the price for this assignment increased, either] he gives them a sela, [as originally agreed upon, since they do not forfeit their stipulated wages,] or they finish their work and take two sela. And if [the current wage for the part of the task they had done was worth] a sela, he gives them a sela.
 Rabbi Dosa says: The court appraises for them that which must still be done. [If the current wage for the part of the task they had not done] was worth six dinars, [i.e., he can only find laborers who will complete it for six dinars, which is equivalent to one and a half sela, either] he gives the first laborers a shekel, [which is equivalent to half a sela], or they finish their work and take two sela. And if [the current wage for the part of the task they had not done was worth] a sela, he gives them a sela.

5. **GEMARA: ...OR THEY FINISH THEIR WORK AND TAKE TWO SELA.** Isn't it obvious that this is the case? That is the sum they agreed on at the outset.
 No, it is necessary, where the price of labor increased during the day and the laborers rebelled and did not want to work anymore, and the employer went and appeased them and they agreed to finish their task. Lest you say that they can say to him: When we were appeased, it was with the intent that you would increase our wage, the baraita teaches us that the employer can say to them: I appeased you with the intent that I would trouble myself for you by providing you with superior food and drink, not that I would increase your wages.

6. **IF THEY PERFORMED WORK WORTH A SELA, HE GIVES THEM A SELA.** Isn't that obvious?

No, it is necessary in a case where the price of labor was inexpensive at the outset and he hired them for one dinar more than accepted, and ultimately the price of labor increased and the going wage now stands at that rate of one more dinar.

Lest you say that they can say to him: You offered us a dinar above the going rate, so now too, give us one more dinar than the current rate, to counter this, the *baraita* teaches us that he can say to them: When I said to you that I would add one more dinar, the reason was that it was not clear with regard to you that you would be willing to work for the lower wage, so I increased it. Now it is clear with regard to you, [i.e., you agreed to a wage that was acceptable to you, and I do not intend to increase it further.]

7. OR THEY FINISH THEIR WORK AND TAKE TWO SELA. Isn't this obvious?

No, it is necessary in a case where the price of labor decreased midday and the employer rebelled, seeking to cancel the agreement, and the laborers went and appeased him so that he would let them continue their work.

Lest you say that the employer can say to them: When I was appeased, that was with the intent that you would decrease your wages for me, therefore, the *baraita* teaches us that the laborers can say to him: When we spoke it was with the intent that we will do improved work for you. (Talmud, Tractate Bava Metzia 76b-77a)

8. The case where *“the laborers rebelled and did not want to work anymore, and the employer went and appeased them”* It can be said that here (B.M. – the wages increased) is different [than Kiddushin], since they originally hired themselves [and agreed upon a rate], and if they renege, he “has a grievance against them”, therefore, when he appeased them, they were appeased [to accept the original agreement, so that he shouldn't harbor a grievance against them, and accepted] “to be provided with superior food and drink”. (Nachmonides, B.M. 77a)

9. Accordingly, in the case *“where the price of labor decreased midday and the employer rebelled”*, even if the employer states clearly that I am only willing to pay such and such amount, and [it is] the laborer's who went and appeased him, since 1) [they had an originally agreed upon a rate between them], and 2) if he reneges, they “have a grievance against him”, therefore, when they appeased him, it was contingent on their original agreement. And it is not similar to Kiddushim, as there, there is no originally agreed upon rate. [Nimukei Yosef 77b]

10. In a case where two parties had an agreed price, but one retracted, if they subsequently agreed to continue their relationship without specifying otherwise, we presume that they did so according to the initial price" (RAMA 221:1).

11. There are authorities who maintain, that if the employer clearly said that I am only willing to pay this [decreased] amount, and it is in a case where he can retract without “grievance”, [therefore the original commitment is null and void] in such a case, although the laborers went and appeased him, he is only obligated to pay as he said [the decreased amount, since this is like a new agreement, he is appeased with the new rate agreement in mind]. (RAMA, C.M. 332:5 based on conclusion of Nimukei Yosef, ibid)

12. 2 Dinar = 1 Shekel. 2 Shekel = 1 Sela. [4 Dinars = 1 Sela]

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