

The background of the entire image is a photograph of a man in a dark shirt and pants, seen from the side, cleaning a large, ornate clock face with a white cloth. The clock has Roman numerals and is set against a light-colored wall. Another similar clock face is visible in the upper right corner. The overall tone is somewhat somber due to the man's silhouette.

A Comprehensive Compendium of The Laws of Bal Tolin

The Obligation of Timely Payments

Rabbi Yechiel Rothschild
on behalf of the
The Business Kollel Network

In a groundbreaking development, an exciting “Business Halacha” curriculum is being promoted to bring the vitality and necessity of practical business *halacha* to *baalei batim bogrei Yeshiva* across America. While often mistakenly viewed as *halachos* relevant only in the context of *dinei Torah*, these *halachos* are in truth indispensable to the Torah businessman on a daily basis no less than the *halachos* of *Shechitah* are always to a professional *shochet*.

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THE FUNDAMENTALS OF BAL TOLIN

There are six Torah commandments that apply to the obligation of paying a worker's wages on time, five prohibitory commandments and one obligatory commandment. Three of these commandments apply to delaying the payment of the worker, and the other three apply to an employer who is refusing to pay them at all. When an employer is planning to pay his worker and just doesn't end up paying him on time (during the ona (halachic time period) of when the work was completed) he violates only one prohibitory commandment and one obligatory commandment. He only violates all of the commandments when he doesn't plan on paying the worker at all.

A worker that finishes his work during the day must be paid before sunset. A worker that finishes his job at night must be paid before dawn. The violations do not carry over or go into effect after the first ona. Meaning, that if the employer for any reason did not pay the wages on

time when they were due, there will be no *bal tolin* at any future time. (There is, however, a discussion as to whether an arrangement made prior to the onset of the work postpones the Biblical requirement of a timely payment.)

Dawn, for the purposes of these laws, refers to the time when light can be first seen on the horizon. Regardless, it is much earlier than sunrise. In halacha it is referred to as *alos hashachar*. Night, for the purposes of these laws, refers to the halachic definition of night. This time is a subject of great discussion as well. From the time of sunset until when three stars can be seen it is questionable if according to halacha night has begun (and therefore one must be stringent and for halachic purposes treat that whole time period as if the day is ending every second). These laws are beyond the scope of this work.

One who decides not to pay a worker transgresses five Biblical prohibitions and one commandment as well as disqualifying himself from being able to bear witness for anything that requires a qualified Biblical witness.

THE LAWS OF BAL TOLIN

CHAPTER ONE: TIME OF PAYMENT

1. A worker that finished his work before sunset must be paid before sunset. If the employer did not pay him before sunset then he must pay him before nightfall. If he does not then he will be in violation of at least one prohibitory commandment and one obligatory commandment.
2. A worker that finished his work during twilight must be paid before nightfall. If he didn't pay him before nightfall he must pay him before dawn. If the employer did not pay him before dawn, he will be in violation of at least one prohibitory commandment and one obligatory commandment.
3. A worker that finished his work before dawn must be paid before dawn.
4. If the worker was hired for a week, a month, or a year the employer must pay him the last day or night of that week, month, or year of work.
5. If a monthly salaried worker is paid according to the Jewish calendar month, the first day of *Rosh Chodesh* is considered the last day of the month when there are two days of *Rosh Chodesh*.
6. *Bal tolin* applies to partial payments as well. An employer who pays his worker most of his salary, but withholds a small amount, has violated *bal tolin*.

7. If a worker finished at the end of the day or night without enough time for the employer to pay him before the end of day or the night, the employer has not violated *bal tolin*.
8. When the employer is in one time zone and the worker is in another time zone, the Authorities are in dispute as to whether we follow the time of the worker or the time of the employer.
9. A worker that was hired to do permitted work on Shabbos in the manner that does not violate the prohibition of taking wages on Shabbos (see *Shulchan Aruch OC* 306:5), the employer does not violate the prohibitions of *bal tolin*.
10. If one hired a worker and thought he would be working into the night, but the worker acted quickly and completed the work before night, one should pay him before the night, even though he thought that the work will continue until night.
11. Although, if the original dawn or night passed without him paying his worker, he no longer violates any further Biblical violations, but he does violate a rabbinic prohibition (refer to chapter 5). Similarly, when the worker didn't demand pay before the end of the day (see chapter 4) or the like that he does not have to pay him that day or night, even if he later demanded pay he no longer violates any further Biblical violations, but he does violate a rabbinic prohibition.
12. If the employer stipulates with his employee that he will pay him after the timeframe which would normally be required by the Torah, the employer is not bound by any Biblical time constraints. Therefore, the *Ahavas Chesed* recommends that when one hires a worker, that he should stipulate with him that he can pay him at a later date so that in case he

doesn't pay him on time he will not transgress anything. However, if he does pay on time he does fulfill the mitzvah according to some opinions.

13. There are instances where it is customary that the due date for payment is in the beginning of the following month. Since that is the case, even though that date was not stipulated as the payment date, it is considered as if they arranged for the payment to be due on that date, and therefore, *bal tolin* will definitely not apply until that later date.
14. If a worker requested to be paid in the beginning of his work, in order for the employer to fulfill the mitzvah properly, he should leave a small amount of pay until the end of the job in order to fulfill the mitzvah properly. He may also give him the money in the beginning and stipulate that the employee should only own the money when he finishes his work and until then it should merely be a collateral in his hands.
15. A craftsman that repaired someone else's item, the item's owner is only required according to the Torah, to pay when he receives the item, even if payment is requested before he receives it. The item's owner may also refuse to accept the item, even if the craftsman insists on giving it to him.
16. Just as one is required to pay workers on time, so too, if one rents an object he is required to pay the rental fee on time.
17. Someone that rented an object for a set amount of time and did not pay the rental fee on time, transgresses the Torah prohibition even though the object remains by him. However, if he rents the object for as long as he

needs it, then he is only obligated to pay the rental fee upon return of the object.

18. There is a disagreement amongst the contemporary authorities as to whether one fulfills the obligatory mitzvah of paying a worker on time if he prepays for the job before it is actually due being that the commandment of *b'yomo titein schoro* is to pay a worker his wages by the end of the day that he completed his work. Or do we say that the Torah's main concern is that the worker be paid before the end of the *ona* and this concern may be satisfied by prepaying the worker as well.

19. The sefer Business Halacha points out that often, when a contractor finishes a job, the homeowner does not want to pay the entire bill immediately. The homeowner is concerned that if he pays the contractor completely, it may be difficult to get the contractor to stand behind his work. Withholding a portion of the bill gives the homeowner leverage and makes it easier for him to deal with the contractor if any issues arise.

This is a clear violation of *bal tolin*. The worker has completed the entire job and is entitled to his entire pay. A homeowner is not permitted to gain leverage at the worker's expense.

20. If the homeowner intends to withhold money at the end of the job, he may stipulate this in advance, when he hires the worker. If the worker accepts these terms, *bal tolin* will not apply.

CHAPTER TWO: WHICH WORKERS AND RENTALS REQUIRE TIMELY PAYMENTS

1. Whether a worker is a child or an adult, one is required to pay him on time for his work. Therefore, if someone tells a child to do something for him, and promises to pay him, even if the salary is worth less than a penny, he is nonetheless obligated to pay him on time and if not, transgresses the Torah prohibition. However, a father or mother that promises to give a prize to their own child for doing a specific chore, does not violate the prohibitions of *bal tolin* for not giving the prize on time, since the prize is not considered wages but rather an incentive for the child to do what he is otherwise obligated to do.
2. There is a dispute as to whether there is a Biblical requirement to pay a Gentile on time. However, if it will cause a "*chilul Hashem*" (desecration of Hashem) by postponing his wages, then it is forbidden as with any situation where there would be a "*chilul Hashem*" caused by one's actions. There is a discussion, as well, if *bal tolin* applies to a non-Orthodox Jew. One should be stringent and pay him on time.
3. If an employee dies, one is not required to pay the inheritor on time.
4. Someone who visits a doctor in a hospital or a clinic does not pay for the visit on time, if the doctor is paid a salary regardless of how many patients he sees or how many times he sees them, the patient does not transgress the prohibition as far as this doctor is concerned.

However, he is in violation of *bal tolin* as far as the hospital is concerned (and if the hospital is not privately owned it's questionable as to whether he transgresses it). When the doctor is paid directly by the client, even though he gives a portion of it to the hospital, the client violates *bal tolin* if he does not pay the doctor on time.

5. The pay for a Rabbi, teacher, or Rosh Kollel are subject to these laws. It is questionable as to whether these laws apply to the stipends of *kollel yungeleit* or other students.
6. These laws apply to brokers and *shadchanim*, but only in situations where he requested them to broker the deal or the *shiduch*. However, if the broker or *shadchan* came on their own accord, even though he's obligated to pay them, he is not subject to these laws. Nonetheless, if he requested of the broker or *shadchan* to do any action, although they originally came on their own, and especially if they incurred expenses from it, the pay for those portions are subject to these laws of *bal tolin*.
7. Someone who rents an animal or other item (such as a car or similar) is required to pay for the rental by the end of the rental period on time. If he rents a house, apartment, or even an empty lot, he should be stringent and pay by the end of the rental period, especially if he is renting a house or apartment (since there is a discussion as to whether something which was unattached to the ground to begin with and then became attached to the ground is considered part of the ground). If, however, there is a binding agreement to pay in the beginning of the period, then he is obligated to do so. A prevailing custom of the such would suffice as well.

CHAPTER THREE: THE LAWS OF AN EMPLOYER THAT DOES NOT HAVE MONEY TO PAY

1. An employer that does not have money to pay, but is able to borrow money, should borrow money in order to perform this obligatory commandment (because a person is required to try to include himself in the fulfillment of a mitzvah, and at the time of Hashem's anger there can be punishment for those that don't try to include themselves). He is even obligated to borrow money according to some opinions, when he is easily able to. As such, if he does not borrow, he will be in violation of these laws.
2. If he is owed money by someone else, and the due date has already arrived, he's obligated to collect those funds in order to pay his worker on time.
3. According to halachah, workers must be paid in cash. One may not pay a worker with merchandise according to most authorities.
4. If he has foods which are available for sale he is obligated to sell them in order to pay his worker. According to some opinions, if he has any movable objects that are available for sale, he is obligated to sell them, unless he stands to lose a substantial amount of money doing so.
5. If he only has a large bill, he is obligated to exchange it for smaller bills in order to pay his worker on time even if he will incur a small loss from this.
6. If he has a large bill that is larger than the amount he owes and he is unable to change it for smaller bills, then he should pay the worker with the

large bill and the worker will owe him the change (in cases where the worker can be trusted that he will return the change) in order to perform his Biblical obligation. However, if he does not do this, then he will not be in violation of *bal tolin* since he doesn't have an obligation to pay a worker more than the wages owed.

7. If he hired many workers and he only has a large bill and he insists that the workers split it among themselves, the workers are not required to comply to that request.
8. If he does not have all of the money to pay the worker, he is nevertheless obligated to give as much money as he has, although he is only paying the worker partially of what is owed to him.
9. If one hired two workers and only has enough money to pay one of them, he should divide that money between the two of them. This is true even if only one of them demanded the wages (because it is assumed that the second worker will not be willing to wait for his salary and is bound to demand his pay), unless he knows that the second worker will not mind. The above is true even if one of the workers is his relative. However, if one of them is poor and the other one not poor, the payment to the poor worker takes precedence. If one of them worked for him today and the other one worked for him yesterday the one that worked today takes precedence. The rational for this is that if the second worker is not paid on time, the employer violates *bal tolin*, while the *bal tolin* deadline for the wages owed to the first worker has already passed and once the deadline has passed *bal tolin* does not apply to future delays. He must pay today's worker first even if the worker of yesterday is poor and the worker of today is rich.
10. If at the time the worker demanded his salary, the employer had the money, but used it for his own purposes, and the required time to pay

has passed, he violates the positive commandment and possibly the prohibitions as well.

11. One should not hire a worker if he knows that he will not have money to pay him at the conclusion of the work, unless he notifies the worker of this at the beginning and the worker agrees to get paid at a later date. For this reason, if the employer plans on being away from home when the worker will finish and not to return until the *onah* passes (i.e. the end of the day or end of the night), he is obligated to prepare the money for the worker before he leaves in order that the worker be paid on time. Therefore, if one hires a babysitter and will return home after the babysitter will have left, he must prepare the money for her in advance.
12. If the employer does not have money and the worker agreed to get paid on another day, and later on the employer obtains funds, the employer may possibly not be in violation of *bal tolin* even though the worker already demanded his pay, since he had already agreed to be paid on another day.
13. If the employer cannot afford to pay the wages of his worker and spend money on enjoyments for Shabbos, even according to the authorities that enjoyments of Shabbos are a Biblical law, nevertheless the wages of the worker take precedence, because *bal tolin* which is a prohibitory commandment and an obligatory commandment override the obligation of having enjoyments for Shabbos which is only an obligatory commandment. The same would be true for someone that does not have enough money to pay his worker on time and to purchase a set of *arba minim* or *tefilin*.

CHAPTER FOUR: THE WAYS IN WHICH ONE VIOLATES BAL TOLIN

1. If a worker did not request his wages and it is clear through indications that he wishes to be paid at a later date, not to mention if he said so explicitly, then employer does not violate *bal tolin*. However, if the employer does pay him on time, some say that he does fulfill his obligation. However, if a worker asks to be paid or does not actually request his wages outright and it is unclear if that is due to bashfulness of asking to be paid, or just not having the chance to request it (for example, in a case where the employer was not home when the worker finished) the employer violates *bal tolin* if he does not pay him on time
2. Accordingly, according to some opinions, it is questionable as to whether one violates *bal tolin* by a minor, even if the minor accepts to be paid at a later time. However, according to others, in such a case there is no violation since he agreed to be paid later.
3. It is questionable if bonuses that are given to a worker (e.g. for a holiday gift) are subject to the laws of *bal tolin*.
4. Bonuses that are given to the worker after they finish working (e.g. tips) are not subject to the prohibitions of *bal tolin* because such funds are given as a complimentary token of appreciation and are not required wages for the actual work. The same is true for severance pay or the like.
5. When the employer gives a craftsman a utensil or article to fix, the wages are subject to the laws of *bal tolin*.

6. If he asked a craftsman to produce a new object (e.g. he asked a carpenter to build him a closet or he asked a tailor to sew for him a suit or dress) if the raw materials belong to the employer, the wages are subject to the laws of *bal tolin*. However, if the raw materials belong to the worker, it is considered a sale and he is therefore not obligated to pay him on time.
7. Based on the above, if he hired somebody to transfer information from one disk to another disk, *bal tolin* would depend upon who owns that new disk. However, according to some opinions since the disk has very little value in relative to the cost of labor we assume that the payment is mostly for the labor and is therefore considered as wages of a worker and not that of a sale.
8. An employer that requested of his worker to fix a machine for him and it was unnecessary to replace anything expensive in the machine, if there is one charge for the entire job without any itemization then the laws of *bal tolin* apply to the entire charge. However, if there was an itemized bill with one charge for the labor and one charge for the parts, then we divide up the cost of the part and the cost of the labor in regards to *bal tolin*. For the cost of the parts there are no violations of *bal tolin* applicable, but for the cost of the labor *bal tolin* applies.
9. If one hires a worker through an agent, the worker understands that the employer is the one obligated to pay and neither the employer nor his proxy violate *bal tolin*. The employer does not violate *bal tolin* since he hired the worker through an agent, and the agent does not violate since he is not responsible for the worker's wages. However, if the worker is under the impression that the agent is the one obligated to pay, then the agent is bound by *bal tolin*.
10. If one instructs his wife to hire a worker for him and the worker thinks that his wife is the one paying, then she violates *bal tolin* if the

worker is not paid on time. However, if the worker realizes that the husband is the one that is going to pay, then it is questionable if *bal tolin* applies to the husband.

11. If the employer gave the funds to an agent to pay the worker on time, it is questionable whether he can assume that the agent did his job without confirmation (typically, by Biblical laws we will not assume that the agent did his job without confirmation).
12. The *Shaalos U'teshuvos, Teshuras Shai* explains that in a case where a worker whose wages have a set price, even if he is hired through an agent, the employer, nevertheless, is subject to the laws of *bal tolin*. This is because the exemption of hiring the worker through an agent is only when the agent is setting the price with the worker.
13. R' Naftali Nussbaum *Shlita* says that when one orders a cab from a car service in Israel, the car service company is not considered his agent in finding him the worker (the driver). Rather, since the arrangement between the driver and the passenger is only finalized when the cab arrives and they negotiate the fair, it is considered as though the employer (the passenger) has hired the cab driver directly. Therefore, the passenger must pay the driver in accordance with the laws of *bal tolin*. However, this ruling does not apply to all car services. The ruling may vary based on the usual manner of doing business in that area. In the United States for example, most cars service companies negotiate and settle on the price at the time of ordering the service. Therefore, halacha would classify him as being hired through a messenger and would not be subject to the Biblical mitzvah of *bal tolin*.
14. In contrast, R' Nussbaum ruled, that if a mover delivers items from the store to a customer's residence, the customer is not considered to have hired the mover personally. This applies even when they agreed that

the customer will pay the mover directly, and/or that payment is due upon delivery. In this case the mover is employed by the store owner and merely acts as the store owner's agent. The fact that the payment is made directly from the customer to the mover in this case is irrelevant. The mover is considered to be working for the store owner and not the customer since the purchased item belongs to the vendor until the item is successfully delivered to the customer. Therefore, in actuality the mover is delivering the store owner's item to the customer so that the customer may take possession of it. A proof to this that he presents, is that if the mover breaks the item in transit the ultimate responsibility to provide a new one falls upon the store owner. Although, in many cases the mover would be responsible to pay the store owner for his negligence, nevertheless, should the mover not pay for his negligence, the merchant would still be obligated to deliver a functioning item to the customer. It would likewise stand to reason that if this is not the case, rather the responsibility does indeed lie upon the customer, then *bal tolin* should apply.

15. Some point out that the laws of *bal tolin* apply even to work that is worth less than a *peruta*. Since there is a general rule that less than the Biblically required amount is also forbidden. However, one must ascertain as to whether the payment to the delivery man is included in the price. This would be the case if there is no extra charge for the delivery.
16. There is a dispute amongst the Later Authorities regarding a case where one pays his friend to refrain from doing work, if those wages are subject to the laws of *bal tolin*. For example, if he said to someone, "close your store for the day and I will pay you X dollars", there is a dispute whether such an offer is called an employment.
17. It is insufficient for the employer to give the wages to a third person to acquire the wages on behalf of the worker without the worker knowing. However, where there is no other solution to pay the worker on time one

should preferably use this solution to possibly avoid violating the prohibitions.

18. It is sufficient to notify the worker that the funds are available for him to collect, and unnecessary hand deliver the money to the worker. This is true even if the worker already came to request his wages and the employer did not have money at that time. However, if the worker has an *ones* (emergency) that inhibits him from being able to pick up the funds and he can't even send an agent to get them. In such a case, the employer is obligated to bring the funds to the worker.
19. If the employer gave the worker a collateral for the wages that he owes, the employer does not violate the prohibitions even though he has money to pay.
20. There is a dispute amongst the authorities as to whether an employer can pay with a check against the will of the worker. However, it seems that the consensus of the contemporary authorities is that if the bank, check cashing store, or a store (usable to the worker) is open, then he will indeed fulfill his obligation with a check. By merely agreeing after the completion of the work to accept a payment via a check, the worker has not waived his right to cash payments. There is also a possibility that it is sufficient to pay with a check even when the banks are closed. In places where postdated checks aren't usable at all one definitely does not fulfill his obligation by paying with a postdated check. This would be true even if he gave the check to the worker and the worker was quiet, possibly because the worker was simply embarrassed to ask for a different check or felt that he had no other choice. Therefore, the employer should ask the worker in such situations if he agrees willingly to accept such pay. If a worker agrees to accept a check as payment, there is certainly no violation of *bal tolin*. However, even with the agreement of the worker, the employer is lacking the performance of the obligatory commandment of *byomo titen scharo*.

However, these laws will vary in places where it is the custom to pay with a postdated check.

21. However, in most professions nowadays, the accepted custom is to pay with checks. Therefore, a worker who accepts a job without stipulating that he wants to be paid specifically in cash is implicitly agreeing to the norm, and must accept a check. However, in a profession that does not have a clear custom of accepting checks, the worker may insist on being paid with cash. Taxi drivers and babysitters are examples of workers who are generally paid with cash, and therefore are not treated as the aforementioned professions regarding the acceptance of checks.
22. However, one may definitely not assign to a worker a debt that a third party owes the employer as his wages.
23. An employer that has money in his bank account but will suffer a withdrawal penalty for withdrawing the funds at this time, will not violate the prohibitions if he has no other money to use to pay the worker and the penalty is considered a great loss to him. However, if the penalty will only be a small loss for him then he is obligated to withdraw those funds to pay the worker on time. Failure to do so will be a violation of the prohibitions. Similarly, if he will only lose on potential interest from withdrawing the funds, even if this would be a great loss, we don't consider that as a loss but merely the lack of a gain and he is therefore obligated to incur the loss.
24. If there was an agreement that the worker receive his pay by collecting from a third-party (e.g. a store or the like) the employer does not violate the prohibitions even if the third party did not pay the worker on time. However, this is only an exemption from the prohibitions of *bal tolin*, but the worker may back out of the agreement and demand his pay from the employer directly since he is not being paid on time.

CHAPTER FIVE: THE RABBINICAL PROHIBITION OF WITHHOLDING PAY

1. An employer that hired a worker through an agent in a way that he will not violate the prohibitions, or a worker that did not demand his pay during the period of when he finished his work, or for any debt that the debtor is simply postponing from paying he violates the rabbinical prohibition of "*bal tish'he*". According to many opinions he violates this prohibition for every moment that he postpones pay, while according to some opinions he only violates this prohibition once a day.
2. The employer or debtor does not violate this rabbinical prohibition if he is very busy and does not have time to pay.
3. If an employer or debtor does not have the funds to pay, he does not violate this rabbinical prohibition.
4. When he owes money to a non-Jew he also does not violate this rabbinical prohibition.

THE FOLLOWING IS QUOTED FROM THE SEFER BUSINESS HALACHA

Corporations have an unusual halachic status concerning *bal tolin*. Who is responsible to ensure that the employees are paid on time? Is the CEO or management of a company subject to *bal tolin*, or is it the responsibility of the owners or shareholders of the company?

Shareholders of a corporation are not subject to *bal tolin* since they do not hire the employees directly. The management of the company does the actual hiring. Although the management is working on behalf of the shareholders, because the employees were hired through an agent, *bal tolin* will not apply.

There is a debate among the *poskim* whether the manager of a company has the obligation of *bal tolin*. Although the manager hires the workers directly, he is not personally paying their salaries. The money comes from the company's account that is owned by the shareholders. *Mishnas R' Aharon* suggests that *bal tolin* applies only when an employer withholds wages for himself. In contrast, when a manager of a firm delays paying a worker, he is not keeping the salary for himself. The money belongs to the business that is completely owned by the shareholders. In addition, because the manager is only a hired hand and

is not personally responsible for the worker's salary, he does not violate the laws of *bal tolin*.

The *Chofetz Chaim* seems to disagree. He writes that if a manager hires workers, and it is understood that he is the one responsible to ensure that their salaries are paid in a timely fashion, *bal tolin* would apply. However, it applies only when there are company funds available to pay the salaries.

A manager does not have any obligation to use personal money to cover the payroll.

There is a positive mitzvah to pay a worker on time. All of the above-mentioned exceptions to *bal tolin* are instances in which one does not violate the prohibitions against late payment. However, the employer will lose a valuable opportunity to fulfill a mitzvah. One should strive to avoid these waivers and make an effort to fulfill this important mitzvah.

The *Chofetz Chaim* concludes his writings about *bal tolin* with the following advice: Before allowing a worker to start a job, one should clarify all of the terms of the employment. This has many advantages. First, a worker has an incentive to be accommodating to his prospective employer in order to get the job. Once he has already been hired, he has little incentive to make further concessions. Therefore, it is in the employer's interest to negotiate the exact price and terms of the job before the employee actually begins working.

Itemized list of wages subject or not subject to Tal Tolin

GENERAL IDEAS TO KEEP IN MIND WHEN READING THIS LIST:

FOR ALL WAGES THAT ARE FOR WORK, JOB, RENT OF UTENSILS, AND ACCORDING TO SOME OPINIONS RENTALS OF LAND THE LAWS OF *BAL TOLIN* APPLY.

WHEN ACCORDING TO STRICT LAW HE DOES NOT HAVE AN OBLIGATION TO PAY THEN THE PROHIBITIONS OF *BAL TOLIN* CERTAINLY DON'T APPLY.

ALL WAGES THAT ARE FOR THINGS LIKE BUYING, TAXES, RETURN OF LOANS ARE NOT SUBJECT TO THE LAWS OF *BAL TOLIN*.

DEPENDING UPON THE CASE, ACCORDING TO SOME OPINIONS, IF THE EMPLOYER DID NOT SPEAK DIRECTLY WITH THE WORKER, RATHER HIRED HIM THROUGH AN AGENT, HE IS NOT SUBJECT TO THE LAWS OF *BAL TOLIN*.

PLEASE KEEP IN MIND THAT THIS IS AN INCOMPLETE LIST OF ALL OCCUPATIONS AVAILABLE IN THE WORLD. IT IS ALSO JUST AN AID TO HELP THE READER ASSOCIATE THE *HALACHOS OF BAL TOLIN* TO NORMAL SITUATIONS. HOWEVER, ANY CUSTOM OR DEAL WILL VERY LIKELY CHANGE THE *HALACHA*.

CONDO FEES	NOT SUBJECT TO BAL TOLIN
CLEANING CREW	SUBJECT TO BAL TOLIN
CAMP	SUBJECT TO BAL TOLIN ACCORDING TO SOME OPINIONS
CAR SERVICE	
DOCTOR	SUBJECT TO BAL TOLIN
DIETITIAN	SUBJECT TO BAL TOLIN
EXTERMINATOR	SUBJECT TO BAL TOLIN
ENGINEER	SUBJECT TO BAL TOLIN
ELECTRICIAN	SUBJECT TO BAL TOLIN
EDITOR	SUBJECT TO BAL TOLIN
FLORIST	PURCHASES ARE NOT SUBJECT TO BAL TALIN BUT INDEPENDANT SERVICES ARE, UNLESS IT IS INCLUDED IN THE PRICE.
GEMACH FEE	NOT SUBJECT TO BAL TOLIN
GROCERY	NOT SUBJECT TO BAL TOLIN
HOSPITAL	SUBJECT TO BAL TOLIN
HEALTH INSURANCE	
PREMIUM	NOT SUBJECT TO BAL TOLIN

HOTEL	SUBJECT TO BAL TOLIN
INSPECTOR	SUBJECT TO BAL TOLIN
JOURNALIST	SUBJECT TO BAL TOLIN
JANITOR	SUBJECT TO BAL TOLIN
JEWELER	SUBJECT TO BAL TOLIN FOR SERVICES RENDERED
JOB HUNTER	SUBJECT TO BAL TOLIN
KINDERGARDEN TEACHER	SUBJECT TO BAL TOLIN
LAWYER	SUBJECT TO BAL TOLIN
LOCKSMITH	SUBJECT TO BAL TOLIN
LOTTERY	NOT SUBJECT TO BAL TOLIN
LOAN AND HETER ISKA	IS NOT SUBJECT TO BAL TOLIN
PAYMENTS	NOT SUBJECT TO BAL TOLIN

MASSAGER	SUBJECT TO BAL TOLIN
MIKVA	SUBJECT TO BAL TOLIN ACCORDING TO MANY OPINIONS
MARRIAGE OFFICIATER OR COUNSELOR	SUBJECT TO BAL TOLIN
MUSICIAN	SUBJECT TO BAL TOLIN
MUSEUM	ONE SHOULD BE STRINGENT AND FOLLOW THE GUIDLINES OF BAL TOLIN
MOHEL	SUBJECT TO BAL TOLIN
MINOR	SUBJECT TO BAL TOLIN
MONEY CHANGER	SUBJECT TO BAL TOLIN
MASHGIACH (BOCHURIM)	SUBJECT TO BAL TOLIN
MASHGIACH (KASHRUS)	SUBJECT TO BAL TOLIN
MOVER	SUBJECT TO BAL TOLIN
MORTGAGE BROKER	SUBJECT TO BAL TOLIN
MEDICAL ASSISTANT	SUBJECT TO BAL TOLIN
NURSE	SUBJECT TO BAL TOLIN
NON-JEW	SUBJECT TO BAL TOLIN ACC. TO SOME OPINIONS
NURSING HOME	SUBJECT TO BAL TOLIN
ORTHODONTIST	SUBJECT TO BAL TOLIN FOR SERVICES RENDERED
ORCHESTRA	SUBJECT TO BAL TOLIN

OPTOMOTRIST	SUBJECT TO BAL TOLIN FOR SERVICES RENDERED
OPHTHOMOLOGIST	SUBJECT TO BAL TOLIN FOR SERVICES RENDERED
PRINCIPAL	SUBJECT TO BAL TOLIN
PRESENTS	NOT SUBJECT TO BAL TOLIN
PORTER	SUBJECT TO BAL TOLIN
PENSION	NOT SUBJECT TO BAL TOLIN
PSYCHOLOGIST	SUBJECT TO BAL TOLIN
PAINTER	SUBJECT TO BAL TOLIN
PHOTOGRAPHER	SUBJECT TO BAL TOLIN IF CHARGED FOR SERVICES RENDERED
POOL	SUBJECT TO BAL TOLIN ACCORDING TO SOME OPINIONS
PLAYGROUP	SUBJECT TO BAL TOLIN ACCORDING TO SOME OPINIONS
RESTAURANT	NOT SUBJECT TO BAL TOLIN, UNLESS THERE IS A SEPARATE FEE FOR EATING IN THE RESTAURANT WHICH ACCORDING TO MANY OPINIONS IS SUBJECT TO BAL TOLIN. REQUIRED TIP WOULD ALSO BE SUBJECT TO BAL TOLIN.
REAL ESTATE AGENT	SUBJECT TO BAL TOLIN
RENT OF HOUSE	ONE SHOULD BE STRINGENT AND FOLLOW THE LAWS OF BAL TOLIN
SECRETARY	SUBJECT TO BAL TOLIN

SELLING CHAMETZ	SUBJECT TO BAL TOLIN IF HE IS OBLIGATED TO PAY FOR THE RABBIS SERVICE
SOCIAL WORKER	SUBJECT TO BAL TOLIN
SHATNEZ LABORATORY	SUBJECT TO BAL TOLIN
SPEAKER	SUBJECT TO BAL TOLIN
STIPENDS FOR KOLLEL YUNGERLEIT	ACCORDING TO SOME OPINIONS ARE SUBJECT TO BAL TOLIN
SINGER	SUBJECT TO BAL TOLIN
STUDIO	SUBJECT TO BAL TOLIN
SHADCHAN	IF THE PARTIES REQUESTED THE SHADCHAN TO DO THIS SERVICE, THE WAGES ARE SUBJECT TO BAL TOLIN, BUT IF THE SHADCHAN CAME ON HIS OR HER OWN ACCORD, ALTHOUGH ONE IS OBLIGATED TO PAY THE WAGES NEVERTHELESS BAL TOLIN DOES NOT APPLY
SHAITEL MACHER	FOR FIXING THE MATERIALS BELONGING TO THE CLIENT THE LAWS OF BAL TOLIN APPLY. HOWEVER, IN A NEW SHAITEL BEING BOUGHT OR FOR NEW MATERIALS ADDED TO AN OLD SHAITEL, ONE SHOULD ASK THEIR RABBI.
TAXES	NOT SUBJECT TO BAL TOLIN
TOEN RABBANI (PRIVATE DEFENDANT IN BAIS DIN)	SUBJECT TO BAL TOLIN
TAILOR	IF THE TAILOR WAS WORKING ON MATERIALS BELONGING TO ANOTHER THE PAYMENTS ARE SUBJECT TO BAL TOLIN, BUT

	WE'RE THE TAILOR IS USING HIS OWN MATERIALS
TECHNICIAN	SUBJECT TO BAL TOLIN
TIP	NOT SUBJECT TO BAL TOLIN
TEACHER	SUBJECT TO BAL TOLIN
TELEMARKETING	NOT SUBJECT TO BAL TOLIN
TRANSLATOR	SUBJECT TO BAL TOLIN
TUITION FOR SCHOOL	ACCORDING TO SOME OPINIONS IT IS SUBJECT TO BAL TOLIN
WAITER	SUBJECT TO BAL TOLIN (SEE RESTAURANT FOR RESTAURANT WAITER)
ZOO	WHEN IT IS OUTSIDE IT IS NOT SUBJECT TO BAL TOLIN ACCORDING TO SOME OPINIONS, BUT WHERE IT IS IN A BUILDING ONE SHOULD BE STRINGENT WITH THE LAWS OF BAL TOLIN

the BUSINESS KOLLEL network

Overview of Two Year Curriculum

Year 1

Elul Zman 5773 (Elul- Tishrei)
(August 7 - September 12 2013)

- ❖ **Management Part 1 – The Laws of Timely Payments (*Bal Tolin*)**
הלכות בל תלין

Winter Zman 5774 (Cheshvan – Nissan)
(October 6 - // 2014)

- ❖ **Marketing Part 1 – Contracts and Commitments** הלכות מקח וממכר
- ❖ **Marketing Part 2 – Sales and Pricing (*Ona'ah*)** הלכות אונאה

Summer Zman 5774 (Cheshvan –Av)
(// - // 2015)

- ❖ **Marketing Part 3 – Disclosures (*Mekach To'us*)** הלכות מקח טעות
- ❖ **Marketing Part 4 – Competition** יורד לאומנותו של חברו ועני המהפך

Year 2

Elul Zman 5774 (Elul- Tishrei)
(// - // 2015)

- ❖ **Charity Distribution -** הלכות צדקה ומעשר כספים

Winter Zman 5775 (Cheshvan – Nissan)
(// - // 2015)

- ❖ **Management Part 2 – Employers and Employees (*Schirus Poalim*)**
הלכות שכירות פועלים
- ❖ **General Business 1 – Damages & Borrowed Property (*Nezikin, Shomrim*)**
הלכות נזיקין שומרים

Summer Zman 5775 (Cheshvan –Av)
(// - // 2016)

- ❖ **General Business Part 2 – Important *Ribbis* Concerns**

the BUSINESS KOLLEL network

2 year Business Halacha Curriculum (Year 1 Part 1)

(Elul 5773-4 / August 7 - September 12 2013)

פדר הלימוד לזמן אלוף התשע"ג-ד

❖ Management Part 1 - The Laws of Timely Payments (*Bal Tolin*)

SOURCE MATERIAL: *

Part 1 – Shulchon Oruch *Choshen Mishpat* Vol. 3 Ch. 339

הלכות בל תלין (שו"ע חו"מ ח"ג סימן של"ט)

Part 2 – Sefer *Ahavas Chesed* Ch. 9, 10 פ"מ-י

(Author: The *Chofetz Chaim* Z"l)

EXTRA READING:

❖ Sefer *Pischei Choshen* Vol 4 Ch. 9 [Hebrew] פתחי חושן

(Author: Rav Yaakov Blau Z"l, Badat"z Eidah Charedis, Jerusalem)

❖ Business Halacha Ch. 10 [English]

(Artscroll 2008, Author: Rabbi Ari Marburger Shlit"a)

• The BUSINESS KOLLEL network anticipates the inevitable questions which will be raised by businessmen seeking to apply these halachos to their respective businesses, and therefore thanks the following organizations for providing support lines for any and all questions:

• **Bais Havaad L'inyonei Mishpot**

1.888.485.8223

• **Business Halacha Institute**

1.877.845.8455

the BUSINESS KOLLEL network

2 year Business Halacha Curriculum (Year 1 Part 1)

זמן אלול התשע"ג - מראה מקומות בענייני בל תלין חושן משפט ח"ג סימן של"ט

"The mitzvos of תלין בל and ביומו תתן שכרו are from the most common mitzvos of Choshen Mishpat. Each time one takes a haircut or visits a doctor, he is subject to Bal talin. Yet, this mitzva is also one of the least known. Many people are not even aware that they are doing a mitzvah, and are not familiar with the guidelines and time frame in which a worker must be paid."

(Business Halachah, Artscroll 2008)

Note: The Mareh Mkomos provided below are meant to be informative, though by no means exhaustive. For further reading we recommend seeing Sefer Pischei Choshen Vol 4 Ch. 9 [Hebrew] from Rav Yaakov Blau Z"L, Badat"z Eidah Charedis, Jerusalem, whose work is indispensable to every Rav involved in Choshen Mishpat decisions.

We also highly recommend the book "Business Halacha" Ch. 10 [English] (Artscroll 2008) by Rabbi Ari Marburger Shlit"a, a masterpiece which greatly inspired the formation of the BUSINESS KOLLEL Network and one which should be part of every Business Halacha Library.

The BUSINESS KOLLEL network anticipates the inevitable questions which will be raised by businessmen seeking to apply these halachos to their respective businesses, and therefore thanks our partner organizations for providing support lines for any and all questions:

Bais Havaad L'inyonei Mishpat 1.888.485.8223 Business Halacha Institute 1.877.845.8455

הקדמה בעניין החיוב לשלם לפועל בזמנו

דברים (כד, טו) עשה - ביומו תתן שכרו

ויקרא (יט יג) לאן - בל תלין

ספר אהבת חסד פתיחה לדיני תשלומי שכר שכיר

בבא מציעא דף קיא ע"א מתני' אחד כו'

אם יש בל תלין בפחות משהו פרוטה, עיין מנחת חינוך מצוה רל'

סעיף א' (יש לעיין בבאר הגולה למקור כל סעיף וסעיף, ולעיין במקור)

בענין בל תלין בשכירות בתים: יש ללמוד דברי הקצה"ח כאן (ס"ק א'), ודברי הפתחי תשובה (ס"ק א') ועיין מש"כ בספר אהבת חסד (ט, ה) שיש להחמיר. גם יכול לעיין בדברי הגר"א כאן, ובספר ערוך השולחן

שאלה למעשה התלוי בזה: האם יש חיוב לשלם שכירות RENT של בית בימינו לפני השקיעה? האם יש דרך לצאת משאלה זו?

תשובה: לפי דברי הקצה"ח והאה"ח יש להחמיר לשלם בזמנו, דהיינו בתחלת החודש (אף שמן התורה אין שכירות משתלמת אלא לבסוף מ"מ מנהג ימינו לשלם בתחלת החודש החודש) לפני השקיעה. ומיהו יש אומרים שאם יש למשכיר אבטחת הפקדה SECURITY DEPOSIT אין בזה משום בל תלין, ותלוי בדין קבלן דלהלן סעיף ו'.

FOR YOUR INFORMATION:

The Chofetz Chaim (Introduction to Sefer Mitzvos Hakatzar) writes that when paying a worker, a person should have in mind that he is fulfilling a mitzva d'oraisa, a Biblical command.

The Rambam is of the opinion that when paying a non-jew one fulfills the positive commandment of שכרו ביומו.

The Chofetz Chaim writes that employment of minors is subject to the laws of bal talin. Therefore one would be required to pay a young girl who babysat his children at night, before sunrise, unless she agreed to be paid the next day.

סעיף ב' - ה'

הסוגיא: יעויין מקודם בגמרא בבא מציעא דף קי' ע"ב באמצע המשנה "שכיר יום גובה כל היום" עד קיא ע"א משנה אחד שכר כו' (גם יעויין ברמב"ם שכירות פרק יא)

מי שאין לו כסף לכתחלה לא ישכור פועלים: אהבת חסד פרק י' סעיף יב, ומנחת חינוך תרפ"ח

מי שגמר לעבוד בערב שבת: עיין מנחת חינוך מצוה רל', ובשדה חמד כללים פאה"ש מערכת הב' באורך, וכתב שם בתוך דבריו שאינו מקבל קדושת שבת אם לא שילם פעולת שכירו.

שאלה למעשה התלוי בזה: הפועלים שגמרו לעבוד אחר השקיעה, אבל לפני צאה"כ עד מתי יש לו לשלם?

תשובה: בספר אהבת חסד פסק שיזהר לשלם מיד לפני צאת הכוכבים.

SOME PEOPLE DONT REALIZE...

That if someone stops asking for payment for a service rendered, one is still obligated to pay them in full. Not doing so would place a person in violation of all the enumerated לאיון ועשין סעיף ב'

סעיף ו'

סוגיא: גמרא קיב ע"א

אומן קונה בשבח כלי, וגדר ההלכה: עיין סמ"ע (ס"ק י', וס"ק יב) ושו"ך (סק"א) אם מיירי למ"ד אומן קונה בשבח כלי. ועיין שו"ע אבן העזר סימן כ"ח סט"ו בדין אומן קונה כו'. ועיין בפתחי תשובה (ס"ק ב') בשם השו"ע הרב בענין משכון. ועיין גם בפתחי תשובה בס"ק ג'. ועיין סמ"ע (ס"ק י"א).

זמן פרעון בקבלן: תלוי בגמר המלאכה ולא בגמר היום. ואפילו משלם לפי שעות אם לא קצב זמן לגמר המלאכה הוי כקבלן לפמש"כ בפתחי חושן פרק ט' בהגהות אות כ"ז.

שאלה למעשה התלוי בזה: ניקוי יבש CLEANERS שהביאו לו בגדיו ביום ששי ואין לו מספיק כסף לשלם משום שצריך הוא לכסף זה לקנות אוכל לשבת, מה יעשה כדי להנצל מאיסור בל תלין?

תשובה: עיין בביאור הלכה (משנה ברורה ח"ג סימן רמ"ב ביאור הלכה ד"ה לכבד) שהאריך בדין קבלן, ומסיק שיש עצה פשוטה, והוא שלא יקבל הכלים ממנו **REFUSE DELIVERY** (ויש פוסקים שחולקים וסוברים דחייב לקבלם ולשלם, ועיין ערוה"ש) מיהו אם כבר קיבל ממנו צריך לשלם לו אף אם לא ישאר במה לענג שבת, או שיפייסנו שימתינ עד לאחר השבת.

A DETAIL YOU MIGHT HAVE MISSED...

This halachah applies only to a craftsman who is repairing a client's item. However if he is creating a new item from his own materials (i.e. a custom-made suit) he is not subject to Bal talin (Toras Emes 119 quoted in Business Halachah p.g. 180) Bal talin also does not apply to purchases, only to wages.

סעיף ז'

עיין תוספות קי"א ע"א ד"ה אמר ליה לשמעיה, ועיין פתחי תשובה ס"ק ד'

שאלה למעשה התלוי בזה: האם יש דרך פשוט להנצל מאיסור בל תלין?

תשובה: אם שוכר פועליו על ידי שליח, והשליח אמר להם שכרכם על בעל הבית, רצה לומר שאין הוא עצמו זה ששוכר אותם אלא מבקש מאחר, אז הוי כשכרו על ידי שליח שאין פעולתו עליו, וניצל מן האיסור. אבל מכל מקום יש איסור דרבנן של אל תאמר לך ושוב כל פעם שמדחהו.

A SIMPLE SOLUTION...

Hiring through an agent is not subject to the laws of bal talin, however "al tomar" may still apply.

Shareholders are not subject to bal talin as they do not hire employees directly. Managers that oversee company payroll, and withhold available company funds, might be subject to bal talin (see Business Halachah pg 185 for further discussion).

סעיף ח'

אם היה טרוד: מכל מקום עובר על איסור התורה, אבל על האיסור דרבנן ד"אל תאמר" רק אם דחהו בלא סיבה. עיין תוספות בבא מציעא קא, א ושו"ע הרב סעיף י"ד.

שאלה למעשה התלוי בזה: אם עבר שבוע ולא פרעו, אם יש עבירה של בל תלין בכל יום ויום או רק פעם א'?

תשובה: עובר רק פעם אחת, אבל מכל מקום יש איסור דרבנן של אל תאמר לך ושוב כל פעם שמדחהו.

DID YOU KNOW ?

The laws of bal talin apply only to the day the work is completed and can only be violated once per job. Furthermore if he was exempt from payment on that day, he would not be subject to bal talin for future delays (See siif 9, and Ahavas Chesed, Nesiv Hachessed 9:35)

סעיף ט'

אם התנה שלא ישלם עד זמן פלוני: אינו עובר בבל תלין ומועיל התנאי, ועיין ש"ך כאן ס"ק ב' ובפתחי חושן בהגהות אות מ"א, ועיין מש"כ שם דמכל מקום אינו נכון לסמוך על מנהג זה יותר מדאי.

שאלה למעשה התלוי בזה: מי ששכר אדם ולא סיכם עמו על שכירותו, אם עובר בל תלין?

תשובה: עיין מש"כ הרמ"א וסמ"ע דמי שאין דרכו לשלם עד שיחשבו עם הפועלים אינו עובר עד שיחשבו עמהם, ועיין סמ"ע דחשיב כאילו לא הגיע הזמן לשלם עד שיחשבו.

FOR YOUR INFORMATION...

If a business pays its employees every week, they would transgress bal talin weekly, as opposed to a business which pays monthly salaries.

A business which prepays its workers, while they will not transgress bal talin, they may also not fulfill the positive commandment of שכרו ביומו תתן since he is not getting paid on the day the wages are due (see Business Halachah pg 185-6 for further discussion).

סעיף י'

עיין בפתחי תשובה ס"ק ו-ט כמה דינים התלויים בזה הסעיף.

היה לו מעות בתוך הזמן ועכשיו אין לו: עובר בבל תלין, אהבת חסד פרק ט, ט.

אם עובר עכ"פ עשה אפילו לא ביקש שכרו: פתחי חושן הגהות אות ל"ה

אם לא ביקש בפה, אבל בא אצלו לקבל שכרו: מ"מ דינו כמבקש בפה. אהבת חסד פ"ט כט, לב.

חידוש הערוך השולחן כאן: בענין פועל שלא תבע בחודש הראשון, אם עוברים אח"כ.

בביאור דין המחלה: עיין ספר פתחי חושן באורך פרק ט' אותיות כא, כב, כג, והגהות שם.

שאלה א' למעשה התלוי בזה: מי שיש לו כסף רק לפרוע SUPPLIERS אבל לא מספיק לשלם גם לפועליו, מה קודם, הפועלים או ה SUPPLIERS?

תשובה: חייב לשלם לפועל קודם, משום דדין אין לו הוא רק כשארין לו כלל, או שיהיה לו הפסד גדול, אבל אם יש לו כסף, צריך לשלם לפועל. וגם צריך האדם למכור חפציו או לגבות חוב, וכל שכן לפרוט שטר של כסף לכסף קטן כדי לשלם. ועיין מש"כ הפ"ת דמנהג חסידות הוא דאף שאין לו כסף מכל מקום ילוה מאחר כדי לשלם, וכן עשה האריז"ל.

DOUBLE TROUBLE...

If one owes payment to two workers, one of whom just completed his job, and one who was owed for an earlier job, the worker who just completed his job has priority in halachah (Ahavas Chesed 10:11 see there for an explanation)

שאלה ב' למעשה התלוי בזה: אין לי כסף לשלם, האם אני עובר משום בל תלין?

תשובה: אם אין לו שום כסף (לפי הכללים הנזכ"ל) אז מכל מקום מדת חסידות ללות כסף כדי לפרוע בזמן, וכן היה האריז"ל נוהג. ועיין שאלה א'.

ALMOST DOESN'T COUNT...

Bal Talin applies to partial payments as well. An employer who pays his worker most of his salary, but withholds a small amount, has violated Bal Talin (Ahavas Chesed 9:10) However a job which was not 100% completed does not obligate the employer to pay any portion of the payment, unless there is an agreement to the contrary, or there is a minhag otherwise.

Part B of the curriculum, is to now learn Perek 9-10 of the Chofetz Chaim's monumental work "Ahavas Chesed" in which he elaborates on many of the halachos we have learned.

Special attention should be given to the last footnote of Chapter 10, which contains timely advice for anyone involved in Business.

Does “Bal Talin”... ...Apply to Me?

Take this short quiz and find out:

Q: Does my Boss have to pay me before paying his creditors?

A: Very possibly...

Q: I do payroll for the Company, do the Halachos of Timely Payment apply to me?

A: Depends...

Q: Do I have to pay my employees before Sunset on Payday? How about on short winter days? What if I have no available cash?

A: Depends...

Q: If I refuse delivery, am I exempt from bal talin?

A: There are different opinions...

Q: Did I have to pay that girl who babysat my kids last night, or is OK that I waited to pay her today when I had time?

A: You probably should have, unless...

Q: Is there a simple solution to avoiding many problems?

A: Yes, if you just...

You can easily become proficient in these and many other Business related Halachos... by participating in the BUSINESS KOLLEL initiative in your community.
