



A PROJECT OF CHICAGO COMMUNITY KOLLEL

PARSHA ENCOUNTERS

27 Teives 5769 / Jan. 23, 2009

Parshas Va'era ✍️ Rabbi Meir Stern

Permission to Believe

As slaves in Egypt, the B'nai Yisrael suffered physical oppression at the hands of the Egyptians, as well as from the spiritual pollution that permeated Egypt's corrupt and immoral society. This toxic environment would seem to militate for B'nai Yisrael's speedy liberation. However, rather than rush to free the B'nai Yisrael from the grip of the Egyptians, Hashem subjected the Egyptians, over a period of twelve months, to the Ten Plagues, ultimately culminating in B'nai Yisrael's release. Why didn't He immediately subject them to the Plague of the Firstborn, in order to force Pharaoh to liberate the B'nai Yisrael without delay?

Also, why did Hashem deem it necessary for Moshe Rabbeinu to go through the motions of seeking Pharaoh's permission for B'nai Yisrael's release prior to each Plague?

Rav Elyashiv answers these questions via a Gemara in Berachos 63b. The Gemara states that the Torah's admonition of "You shall not reject an Egyptian because you were a sojourner in his land," (Ki Seitzei 23:8) is the basis for the following kal vachomer: If regards to the Egyptians, who drew the B'nai Yisrael close only for their own purposes, the Torah requires us to show gratitude, then one who, for no ulterior motive, hosts a Talmid Chacham in his home, feeds him, gives him to drink, and benefits him from his possessions will all the more so be deserving of great gratitude!

It is clear from this Gemara that, because Egypt hosted the B'nai Yisrael in their time of need, regardless of Egypt's brutal treatment of the B'nai Yisrael, the B'nai Yisrael owed the Egyptians the same courtesy and gratitude due any host. Just as it is appropriate for a guest upon leaving to take leave of his host, so, too, the B'nai Yisrael, needed their host's permission to leave.

In a similar vein, we find that, although over 600,000 Jews were depending on him, Moshe Rabbeinu could not return to Egypt without first receiving his host's (his father-in-law's) permission to leave Midyan and return to Egypt.

However, Egypt was not ready to release the B'nai Yisrael immediately. True, the Plague of the Firstborn may have had instant results, but they would not have willingly granted B'nai Yisrael permission to leave. To accomplish this, Egypt must first experience all Ten Plagues over a period of twelve months so that they may gradually learn from this experience "that there is nobody like me in all the lands." Upon experiencing all Ten Plagues, Egypt had finally internalized this lesson. At that point Egypt was finally ready to willingly grant B'nai Yisrael their freedom.

Nonetheless, these Ten Plagues were meant to teach the B'nai Yisrael faith in Hashem as well. Rav Shach zt"l points out that B'nai Yisrael needed the Egyptians to experience the Ten Plagues over a period of twelve months to provide them time to truly internalize, on a gradual basis, *Emunah Shelaimah* in the *Ribbono Shel Olam*.

May we take these lessons to heart and merit our final liberation speedily in our days.

Rabbi Stern learns daily at the kollel.

HALACHA ENCOUNTERS

Buying on Credit

Rabbi Shlomo Francis

The Torah prohibits both a lender from charging interest and a borrower from paying interest in connection with loans. Although *mideoraisa*, this prohibition only applies to loans, *midirabonon*, any sale where credit is extended may constitute a loan for the purposes of this prohibition. Benefiting the creditor of each of these categories of loans in any way may transgress the prohibition of *ribbis*.

When a store extends credit to customers, it is essentially providing a loan in connection with the purchase. This is permitted, provided that the store charges the same price to both cash customers and credit customers, and therefore avoids taking interest on a loan in the form of a higher price. If the store wishes to mark up their price to cover the extra cost of extending credit, they may do so under the following conditions: 1) the price must be increased equally for both cash and credit customers; 2) the mark up should not go beyond the normal price range. Where the mark up is beyond the normal price range it may be assumed that the quoted price includes a surcharge to cover financing and may present a *ribbis* problem if the sale terms are not stipulated correctly. For example, if a grocery store would like to extend credit, they must offer credit customers the same prices offered to regular customers. They may not offer special sale prices exclusively to cash customers because a credit customer paying full price would be, in effect, paying extra for the credit he receives (*Mishnas Ribbis* 7:3). If increased credit costs require the store to charge all customers more than its competitors who do not extend credit, this is allowed. In cases where long term financing is offered, the accompanying mark up is often beyond the normal price range and it is assumed to include an added charge for credit. For example, if the market price of a car is \$20,000, and one offers to sell his car for \$25,000 with five year financing it can be assumed that he is charging more than the market price due to the financing which is offering and would therefore be prohibited. When the seller is genuinely unwilling to sell for less than 25,000 this may be permitted, one should consult an halachik authority to ascertain that the terms of the sale are drafted properly (*Harav D' Zucker Shlit'a*)

If a buyer pays for goods before he receives them, he is in fact extending a loan to the seller. If the seller offers a discount to customers who prepay, the reduced price may be considered a *ribbis*-related benefit to the buyer. However, because the prohibition of *ribbis* in connection with purchase agreements is only *dirabonan*, certain leniencies are allowed. For example, if the seller already has the item in stock, even where the seller has no intention of using his existing stock for this sale, this may be permitted. The rationale for this leniency is that the seller becomes morally committed to follow through with the sale upon

accepting payment (although moveable objects can not actually be halachikly acquired without physically lifting the object, a moral commitment is nevertheless established by paying). Being that the buyer receives a moral commitment in return for his money it is as if the sale is completed, and does not appear as an extension of credit (*Bais Yosef* 173:7 quoting *Rivash* other *rishonim* offer alternate rationales). This leniency applies only to property or services that are acquired or morally secured by means of a cash payment. Custom furniture that has not yet been built can not be halachikly acquired, and therefore one may not offer prepayment discounts for such items. (Y.D. 175:4)

Prepaying for services is subject to the same guidelines as prepaying for merchandise discussed above. If the obligation for the provider to render the service is secured by payment, then prepayment discounts are permitted. Otherwise, they are prohibited. Generally speaking, an obligation to render a service can be secured by payment. However, the Torah prohibits one from making a total commitment to perform labor. This is derived from the statement of the *posuk* that "*ki li bnei yisroel avodim*" – the *Bnei Yisroel* are servants only to Hashem. Committing oneself to perform labor without the option of backing out infringes on one's commitment to serve Hashem. This applies to hourly labor, but not to someone who is being paid for a complete job. Accordingly, hourly laborers (such as a baby sitters) can never be secured even by accepting payment. Therefore, they may not offer prepayment discounts (if the work will begin immediately the halacha may differ). Laborers who commit to complete a job or service (such as a dry cleaner) are obligated to complete the job after receiving payment and may therefore offer discounts to customers who prepay (*Bris Yehuda* 26:7 *Shu't Chelkas Yoav* 3:204-205).

Prepayment discounts can be offered for a number of reasons. One example is to allow the vendor to better estimate the need for his services and to plan accordingly (e.g. admission for lectures or concerts). Another example is that newspapers benefit from those who prepay for a yearly subscription because they receive a commitment for a full year. The number of guaranteed subscribers also makes the newspaper more attractive to potential advertisers. In all such scenarios, where the prepayment discount can be attributed to factors other than a payment of interest for receiving cash in advance, there may be room for leniency. One should consult a *Rov* for guidance. (It should be noted that concert admissions or subscriptions to media that is not yet printed cannot be secured by cash and are therefore not subject to the first leniency outlined above.)

Rabbi Francis is a full-time member of the kollel.