



# Business weekly

PARSHAS MATOS  
FRIDAY, JULY 22, 2011  
20 TAMMUZ 5771  
ISSUE #67  
under the auspices of  
HaRav Chaim Kohn, shlita

a project of the **Business Halacha Institute**

Business Weekly has been dedicated לע"נ הרה"ח ר' נחמיה ב"ר שלמה אלימלך ז"ל by his son, R' Shlomo Werdiger

## STORYLINE

### baa, baa, barbecue

By Rabbi Meir Orlian

Halacha Writer for the Business Halacha Institute

The Fleishman family was away for the summer in the country. Their summer home was adjacent to one of the few Jewish-owned farms in the area, giving the Fleishmans a chance to experience rural life.

One weekend, they invited their extended family over for a barbecue lunch, lively conversation, and divrei Torah.

"The food's almost ready, so please help set the table," said Mrs. Fleishman as the tantalizing smell of roasted meat wafted through the air. "Bring out the plastic plates, cups and cutlery from the kitchen."

Finally the table was set. Larry Fleishman asked his wife, "Are we ready?"

"I think so," she answered. "Ask everyone to start washing."

The family piled into the kitchen to wash, eager to begin the meal. Larry went to the grill

to turn over the burgers and wings. Meanwhile, a sheep from the neighboring farm wandered his way through the fence. It leaned over the table to munch on the salad, sending the table crashing down and knocking over all the other food. Before Mr. Fleishman had a chance to shoo the sheep away, it devoured the salad, nibbled on some of the meat, and grabbed some ears of corn, which it took back to the farm and ate there.

The first round of washers was stunned when they saw what had happened.

"We'll have to throw out all the food that was on the table," sighed Mrs. Fleishman. "So much for our nice family get-together."

"Don't worry," said her sister. "There's plenty of other food still in the kitchen. Nobody will go hungry."

"I'll deal with the neighbor afterwards,"

said Mr. Fleishman. "Let's enjoy ourselves meanwhile."

"This is really exciting," said Shloimy Fleishman. "Our shiur just learned in Gemara Bava Kama about animals damaging, and now we have a real case!"

"Hey, I just thought of a contest we can have," Mr. Fleishman said. "Be the Dayan! Is the neighbor fully responsible for the salad, the corn, the meat, the table and the other food?"

"Rabbi Tzedek is here this weekend!" added Shloimy excitedly. "When we finish, can we invite him to declare the winner?"

"Great idea," laughed his parents.

Rabbi Tzedek was pleased to join the get-together for a few minutes. "It's nice to take part in contests that encourage people to learn halacha," he said, "especially Chosh-

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## FROM THE BHI HOTLINE

Submitted by  
M. E. H.

### renovating a rental

I made a number of improvements to the house I was renting, expecting that I would be there for at least three years. Circumstances changed and I will be leaving the house after only a year.

**Q: When I leave, do I have the right to take the items that I purchased with me? If I decide to leave them in the apartment, can I tell the landlord that he must compensate me for the improvements that I**

**made to his apartment?**

**A:** Generally, a question like this is answered by examining the wording of the rental agreement and the relevant property law. From a purely halachic perspective, a tenant is allowed to take with him what he brought into a rented property. Therefore, furniture, appliances, and lighting fixtures may be removed as long as the tenant leaves the property in the same condition

that it was in when he moved in. The only exception to that rule is the mezuzos. (For more on the topic, see [www.businesshalacha.com/articles/mezuzah-moves](http://www.businesshalacha.com/articles/mezuzah-moves).)

Whether a tenant has the right to reimbursement if he will not take the items he brought into the rented property depends on his intention when he made those improvements. The halachic principle of yored l'sdei chaveiro indicates that improving another person's property, even without authoriza-

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## STORYLINE CONTINUED

en Mishpat!" Rabbi Tzedek listened carefully to all the suggested "piskei din" (rulings) and declared the Fleishmans' son-in-law the winner: "The owner of the sheep is responsible for the full value of salad that he ate in the Fleishmans' property and for the damage that it caused to the table and the other food in getting to the salad, but only minimal payment for the corn that it took back to the farm, and half-payment for the meat."

Rabbi Tzedek then explained, "The owner of an animal is responsible for various types of damage caused by the animal. Damage caused by the animal for its pleasure, such as eating, is called shen ("tooth").

"The Torah limits the obligation of shen to damage done in the victim's property. The owner is not responsible, though, for eating damage done in public property or on the owner's property. Moreover, if the animal snatched food from the victim's property and took it to public or its owner's property and ate it there, the owner is exempt (C.M. 391:7).

"However, the Mishna (B.K. 19b) teaches that although the owner is exempt for eating damage in public property, he still has to pay for the benefit that he received from the food - that his animal is fed. This would be evaluated by the cost of an equivalent quantity of hay or discounted vegetables (391:8; Pischei Choshen, Nezikin 6:36).

"In addition, the owner is responsible for damage that the animal does in its attempt to reach the food. Therefore, he has to pay also for the damage to the table (391:5). It seems that he has to pay also for the other food or any item that was knocked off in this attempt (Aruch Hashulchan 391:6).

"However, food that the sheep does not typically eat, such as meat, is not included in shen. Rather, it is considered keren ("horn"), or atypical damage, for which the owner is obligated only in half-payment, regardless of where it ate this food (391:2). Nowadays, it is not possible to enforce payment of keren, since it is considered a fine, but the owner has a responsibility to pay (C.M. 1:1)."

## FROM THE BHI HOTLINE CONTINUED

tion, allows for reimbursement for the material improvement generated. The amount the property owner must pay is calculated according to the monetary benefit gained by the owner from that improvement (see C.M. 375:1).

However, there is a clear distinction between an improvement to a rental property that benefits the tenant and the owner and an improvement that benefits the tenant only. For example, installing a new water heater allows the landlord to now charge a higher rent for the apartment, and he is thus obligated to reimburse the tenant for that improvement. On the other hand, a tenant that enhanced the apartment by painting it did not provide the owner with any type of benefit; the owner is not obligated to compen-

sate him (see Imrei Yosher 2:200; Chavatzels HaSharon 1:30).

There is another precondition that must be realized to apply the principle of yored l'sdei chaveiro. One who improves another's property may expect reimbursement only when his intent was to improve the value of the other's property. If his intent was merely self-serving but a by-product of that improvement provided benefit for the property owner, he does not have the right to be reimbursed for that improvement.

Consequently, since the improvements that you made to the house were intended for your benefit with no intention to benefit the owner, he is not obligated to reimburse you for those improvements (see Shach C.M. 391:2).

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# MONEY MATTERS

## laws of interest week #7

### Q: How does a "heter iska" operate?

**A:** A full explanation of the heter iska is beyond the scope of this column; we will suffice with a brief summary of the four essential parts of any heter iska.

1. As mentioned last week, only interest on a loan (i.e. monies that are guaranteed by the borrower) is prohibited, but profits on an

investment (i.e. monies that are not secured by the manager) are permitted.

Therefore, the loan is redefined as a "(joint) business investment venture." The lender becomes the "investor"; the borrower becomes the "active partner" or "manager" of the venture; the principal becomes the "invested capital," half or all of which remains the financier's; and the interest becomes

the "anticipated profit" of the financier.

2. To protect the unsecured principal, conditions are stipulated that make it difficult for the "manager" (i.e. borrower) to claim that the capital of the "investor" (i.e. lender) was lost in a failed business venture. This is usually done by requiring full testimony of halachically valid witnesses to claim a loss.

*(To be continued next week)*

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