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The Rebbe's Receipt

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Chizuk - Inspiration

After the Klausenberger Rebbe settled in Williamsburg in the years following the war, Jews from many walks of life came to him with Kvittlach — requests for his prayers on matters of health, livelihood, and other needs — together with a customary donation brought to the Rebbe. Such donations were universally regarded as a gift to the Rebbe for praying on the donor's behalf.

The Klausenberger Rebbe, however, refused to regard the money as his own. He donated it to Tzedakah, issued a receipt from one of the She'eiris HaPleitah institutions, and directed the funds there.

When a close friend once asked why he was so careful about this, the Rebbe answered with humility. His father, he said, had been a Tzaddik whose prayers could bring salvation; he himself made no such claim. He could only accept the money on behalf of the She'eiris HaPleitah institutions and pray that the donor be helped in the merit of the Tzedakah that was given. His family, he explained, was unaware of this arrangement and might naturally assume that the money belonged to him. "I do not want to steal from the institution," he said. He therefore wrote a receipt for every contribution, so that his family would know the money belonged to Tzedakah and not to them. He also gave the donor a carbon copy of the receipt, fulfilling the verse, "You shall be clean before Hashem and before Israel" (Bamidbar 32:22), by being clean and transparent with the donor. He wished to make clear to the donor that the hope for salvation rested not on his own Tefillah, but on the merit of the donor's Tzedakah.

One winter day, a man left fifteen dollars with his Kvittel and departed before the Rebbe could give him a receipt. Snow covered the streets, but the Rebbe rose and followed him through Williamsburg until he caught up and placed the receipt in his hand. Only then was he at ease.

On The Parsha

"You shall not have with you in your pocket two stones, a large one and a small one." (Devarim 25:13)

Rashi comments that one should not maintain a large stone (weight) that contrasts with a small stone so that when acting as a merchant one does not buy goods with the large stone and sell goods with the small stone.

It is interesting to note that Rashi does not say the large stone is oversized, or that the small stone is undersized. He also says nothing at all about either stone's relation to what the true size of the stone should be. He defines the offense at least in part, as a relation between the two stones: that one contrasts with or contradicts the other. Further, while Rashi explains the concern of what could happen if these stones are maintained, it appears that the actual prohibition occurs the moment one has possession of these weights.

The implication of the above may be that each stone, when taken alone, may be used as a legitimate weight. The falsehood exists in the fact that the man owns two stones that are different sizes and are still supposed to represent the same weight. The violation is complete the instant both stones are in the pocket because it could be that maintaining two standards to represent the same thing is inconsistent and dishonest even if it never leaves the merchant's pocket to weigh any goods.

Further, the fact that the prohibition is phrased in the sense of the stones being in the merchant's pocket is instructive. The Torah may be signaling to us that one should be careful not to maintain inconsistent standards even privately, in one's pocket, away from the public's eye.

Halacha – Jewish Law

QUESTION: My son works for a merchant cash advance company. Some states require customers to receive a formal disclosure listing the rates and key terms of the advance; others do not. If state law does not require my son to provide formal disclosure, and the company tells him to omit it, is he obligated under Halacha to give the client the information, nonetheless?

ANSWER: Yes, he is obligated to disclose the rates and key terms of the advance.

What is being sold. A merchant cash advance is not structured as a loan. Rather, the company purchases a business's future sales. For example, it may give a business $50,000 today in exchange for $67,500 of future receipts, collected through fixed daily withdrawals from the business's bank account. Because the transaction is treated as a purchase of future sales rather than a loan, it generally falls outside many lending laws and does not state a conventional interest rate. Instead, the company quotes a "factor rate," such as 1.35 — meaning $50,000 advanced today in exchange for $67,500 in future sales. A business owner may hear "1.35" and assume the cost is 35% annually. But factor rates are not annualized, and depending on the repayment period, the true annual cost may be far higher.

A disclosure is a one-page document, currently required in eleven states, that lists the total repayment amount, payment size, payment frequency, term, fees, and consequences of early payoff. New York and California also require disclosure of the true annual percentage rate (APR), so the business owner can compare the advance with a conventional bank loan on equal terms.

Silence, not lying. The Gemara in Chullin 94b discusses "Mateh es Atzmo" — a case in which one party to a transaction misleads himself. In such a case, the seller would not violate Geneivas Da'as (the prohibition of "Deception"). Rashi maintains that in non-monetary matters, Geneivas Da'as applies only when a misleading statement was actually made; if the listener drew the wrong conclusion on his own, that is Mateh es Atzmo. Tosfos disagrees, holding that an intent to deceive can itself create a violation, even without spoken words.

Here, however, your son is not merely silent. His words — including the factor rate he quotes — may themselves mislead. And because the issue concerns a monetary transaction, the case almost certainly falls within the prohibition of Geneivas Da'as.

"That is just how the industry talks." This is the strongest possible defense. The Sma (Choshen Mishpat 228:16, on Shulchan Aruch 228:6) permits whitening meat to make it appear fattier where everyone knows sellers do so; in that setting, accepted trade practice defines the buyer's expectations. The question, then, is whether the customer truly understands the practice. Eleven state legislatures enacted disclosure laws precisely because many customers do not. A custom that works only because the other side misunderstands it is not comparable to whitened meat.

Does the boss's directive change anything? The idea that your son is just following his manager's orders to not provide disclosure does not change the Halacha. If anything, acting as his manager's agent (Shaliach) may make the concern more serious. One reading of the Yam Shel Shlomo (#46) is that the potential leniency of bending one's words in certain circumstances does not apply when one is acting as a Shaliach.

Non-Jewish customers? The fact that your customers may be predominantly non-Jewish does not change the Halacha. Shmuel in Chullin 94a rules that Geneivas Da'as applies to everyone. The Rambam (Peirush HaMishnayos, Kailim 12:7) forbids it toward non-Jews, especially where Chillul Hashem (desecration of Hashem's name) is involved. The SMaG (Lavin #2) writes that the commandment of "Do not desecrate My holy name" governs Jewish conduct before non-Jews, because misconduct leads them to say that Jews have no Torah. A business owner who discovers in month four of the agreement that the factor rate of 1.35 was not nearly what he expected and that it was never disclosed to him otherwise, remembers the young Jewish man who omitted the disclosure, negatively.

Based on the above, your son should make the disclosure. If the company directs him to omit it, that directive likely relates to providing written disclosure. If that is the case, your son should provide disclosure orally. Four clear sentences on the phone would address the concerns above without violating company policy:

"You are receiving $50,000 and will repay $67,500. That equals a factor rate of 1.35 or 35% more than you initially received. Paying early will not reduce any amounts owed. Before deciding to take this cash advance, compare the terms of this advance with the terms of a conventional bank loan."

If the company forbids your son from making oral disclosures, he may remain temporarily with the company but should look for another job.

The conclusions reached above are those of the author. Each person should consult his own Rav for a practical ruling on how to proceed when applicable.