

# THE CALL CENTER for HILCHOS RIBBIS

UNDER THE AUSPICES OF HARAV PINCHOS VIND SHLITA



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סניף ליקוואוד וגלילותיה

R' Yaakov Yitzchok Jacob

## Q&A

**Q.** Am I permitted to lend an individual, a \$2,500 third-party check on condition that he pays back \$2,500 cash or cash equivalent?

**A.** You are not allowed to lend someone money with a third-party check, if you stipulate that the total amount lent needs to be returned in cash or cash equivalent, without reimbursing the borrower the amount a check cashing business would charge for their services. Stipulating the above condition is ריבית.

**Explanation:** Whenever a lender stipulates with a borrower that he must do a service for him - even if it's something that individuals would not charge for, and there is no loss or טירחא for the borrower to assist him - it would still be ריבית. This is because at the end of the day the lender is obligating the borrower to do a service for himself, and the mere fact that he is obligating the borrower to do the service because of the loan, that is ribis<sup>1</sup>. Consequently, in our case, since cashing a third-party check *is* a chargeable service, certainly obligating the borrower to return the full amount without reimbursing him for the service done, (even though the borrower is not in the check cashing business and doesn't charge anyone for such a service), would be considered ribis<sup>2</sup>. This is how many פוסקים understand the above case in question, thereby ruling that it would be ריבית and is אסור.<sup>3</sup> While there are some פוסקים who are מיקל for various different reasons, (which is beyond the scope of this article), since we are dealing with a serious חשש of רבית דאורייתא, one should be מחמיר.

Although the above case is אסור, that is only when the lender made the aforementioned stipulation with the borrower. Nevertheless, if no stipulation was made, it would depend. If the borrower happens to have cash at the time of payment, and it's not a טירחא for him to return cash, then it would be מותר for him to pay back in cash even though the lender would gain from it. However, if the borrower needs to be מטריח himself to be able to pay back in cash, it would still be אסור.

When lending a גמ"ח, the above may be מותר, depending on how the גמ"ח operates. Nevertheless, since every case may differ, one should present his personal situation to a qualified רב for ריבית.

R' Boruch Dovid Moses

## Basic Questions

When borrowing from a friend or neighbor, one must be careful not to return more than what was borrowed<sup>4</sup>. The halachos of what's considered "more" and when is "more" ribis are very intricate.

Generally, only the same quality and quantity may be returned for an item borrowed. Anything more in quality or quantity would constitute as ribis. Even if the borrower says explicitly that the extra is a "present" it's still considered ribis, because it's apparent that the present is being given because of the loan<sup>5</sup>. Additionally, even if the borrower is accustomed to giving presents to the lender, at the time the loan is being returned he can't add on more; it looks like the addition is because of the loan<sup>6</sup>.

To simplify the matter, let's review some of the more common questions asked concerning this topic, and try to get clarity.

**Q.** I borrowed a 24-oz ketchup bottle from my neighbor and would like to return it. Can I return a 32-oz bottle, as that's the size I have in my house available for me to return?

**A.** No. You can't return more quantity than borrowed. Only a 24-oz bottle may be returned. Next time you go to the store, get the proper size to return.

**Q.** I borrowed half a bottle of milk from my neighbor. Can I return a full bottle?

**A.** No. Use half the bottle and return the remaining half.

**Q.** When returning half a bottle, do I need to measure exactly? And what should I do if I don't know the exact amount?

**A.** You don't have to measure the exact amount as long as it's perceived as the same amount<sup>7</sup>. If you don't know how much you borrowed, you may return as much as necessary to be sure you are returning everything you borrowed in full<sup>8</sup>.

**Q.** I borrowed an inferior quality detergent from my neighbor, I usually use a better quality. My issue is that to return what I borrowed would require me to buy a whole case of that lesser quality. Must I do that, or can I buy the regular brand I usually use, and return from that case the amount borrowed?

**A.** You can buy the brand you usually use and return from there the amount you borrowed. However, when you're returning it you should explain why you're returning a more expensive brand<sup>9</sup>.

**Q.** I borrowed a 50-oz bottle of detergent from my neighbor. I went to the store to buy one to return, and there was a promotion, all the bottles had 15% extra for the same price, can I return the larger bottle?

**A.** Yes. You can return the larger bottle, provided that you explain why you're returning more.

**Q.** I lent my neighbor half a box of breadcrumbs; she returned a full box. I didn't realize there was a ribis issue with it. Do I have to return the extra which was returned?

**A.** No. After the fact there's no obligation to return the extra<sup>10</sup>.

**In summary:** When returning, only the amount borrowed can be returned. When it's more convenient for the borrower to return the better item, and the truth is readily apparent, the better item can be returned, however, the borrower must explain the reason he's returning more.

