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Defining “Jewish Values”

Business Ethics and Conditions for Agency in the Modern World

Text Immersion: “Laws of Agents”

Hilkhot Shluchin (182-188), Choshen Mishpat, Shulchan Arukh

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Jewish Business Ethics: The Values That Guide Our Halakhah

On August 15, 2022, my LLC, *Tikkun Keshirim LLC*, closed on a deal to acquire the Shmaltz Brewing Company brand (also referred to simply as “Shmaltz” or “Shmaltz Brewing”). Over its 25-year history, Shmaltz Brewing cultivated a dedicated following — one that extended throughout and even beyond the U.S., influencing Israel’s craft beer scene as well. Fans were drawn to the brand’s tagline: “*Quality, Community, Shtick!*” More than anything, it was the humor, the cultural references, and the unabashed Jewish identity that defined Shmaltz and cemented its place as the Jewish beer brand in the minds of many.

When I purchased Shmaltz, my goal was to preserve these three pillars while also deepening their meaning through Judaism itself. With a rabbi at the helm, I envisioned Shmaltz not just as a beer company but as a vessel for serious Jewish engagement — one that would provide access to deep learning, community, and tradition in a setting that was fun, familiar, and accessible. I imagined a re-launched Shmaltz operating both as a nationally distributed beer brand and as a brick-and-mortar brewpub¹, serving as a hub for Jewish life. Just as synagogues strive to foster sacred community, intellectual and spiritual growth, and social

¹ A *brewpub* is an establishment that combines a brewery and a pub, meaning it both produces beer on-site and serves it alongside food. Unlike a production-focused brewery, which primarily distributes its beer externally and may have a limited tasting room experience, a brewpub centers around on-site hospitality, creating an inviting, communal atmosphere where beer is served fresh from the source. I envision Shmaltz as both a brewery and a pub because each component contributes something essential to the experience. The brewery reflects the creative artistry of brewing and the deep culture surrounding craft beer — its emphasis on experimentation, craftsmanship, and storytelling makes it an ideal medium for Jewish engagement. A pub, on the other hand, provides the communal element that makes Shmaltz more than just a beer brand. It allows people to gather over food, to break bread together — something deeply rooted in Jewish tradition. Unlike a bar, where the focus is often on drinking alone or passively engaging in activities like watching sports, a pub is historically a public house, a communal space designed to foster conversation, collaboration, and connection. In British and Irish traditions, pubs served as local meeting places — third spaces where people from different walks of life could engage in dialogue, share ideas, and build relationships. This aligns with my vision for Shmaltz as a Jewish third space: a place where community flourishes, where intellectual and spiritual growth can unfold organically over good beer and good food. By incorporating both brewing and hospitality, Shmaltz can serve as an alternative Jewish gathering space — one that is both deeply rooted in tradition and wholly contemporary in its approach.

justice, so too could Shmaltz. It could be an *alternative* synagogue² for those who feel alienated by traditional Jewish spaces and a *supplementary* space for those who love them but seek additional ways to connect. By welcoming Jews from across denominational and cultural backgrounds — as well as their friends, families, and allies — Shmaltz Brewing has the potential to be a genuinely pluralistic brand, one that embodies Jewish values while embracing social good.

As I developed a business plan in the latter half of my rabbinic studies, preparing to officially re-launch the brand after receiving *smicha* (rabbinic ordination), one question kept surfacing. It took different forms but was always among the first things people asked when they learned I “owned a Jewish beer brand”: “What makes it Jewish?” More often than not, they assumed they already knew the answer: “Is it kosher?” Some would bypass the question entirely and introduce me as someone who “owns a kosher beer company.” Others, in an attempt to identify the Jewish element, would ask, “Do you say a blessing over it or something?”³

² Many modern synagogues bill themselves as an amalgamation of multiple “old world” institutions: the “*beit kneset*” (בֵּית כְּנֶסֶת, house of gathering/meeting), the “*beit midrash*” (בֵּית מִדְרָשׁ, house of study), and the “*beit t’filah*” (בֵּית תְּפִילָה, house of prayer). This vision for a reimagined Shmaltz Brewing Company is founded upon a reinterpretation of these first two spaces: one as a social center and one for intellectual engagement (both of which may be considered spiritual endeavors in their own right). The third component of the modern synagogue, the space explicitly connected to spiritual engagement through *davening* (prayer services) may also become a regular offering of Shmaltz’s catalogue, if desired by the community. However, this component will not be the main focus in the early stages of the plan simply because by and large it is by this very component of traditional synagogue spaces that may “secular,” “cultural,” and even to a large extent, *Reform* Jews feel alienated. It is this very dissonance that inspires the need for a more comfortable and familiar alternative space for these Jews and their communities. Just as synagogues have long been described in terms of different “houses”, a pub — the term being short for public house, as mentioned above — can also be understood as a kind of communal “*beit*.” In fact, the very meaning of *beit kneset* (house of gathering) aligns with the pub’s traditional role as a meeting place where people come together to connect, discuss ideas, and foster relationships. In many ways, the historical function of the public house in British and Irish traditions parallels that of a *beit kneset* in Jewish life — both serving as third spaces that build community outside of the home and workplace. It should also be noted that lifecycle events may be conducted at a Shmaltz Brewpub, given that brewpubs are already increasingly common venues for weddings and other celebrations. With Shmaltz’s Jewish foundation (and “built-in rabbinic presence!”), it may become a highly desired brewpub venue, specifically for Jewish lifecycle events and milestones.

³ While this is a common question, it is rooted in myth. Many people, including Jews who know little about *kashrut* (כַּשְׁרוּת), assume that part or all of the *kashering* process (the process by which food is made and declared *kosher*) is conducted via a rabbi “saying a blessing” over the food in order to render it kosher. In reality, *kashering* (a “Hebrish” word — a Hebrew word with the *-ing* English verb suffix attached) is a

The answer to both is yes — but that's not what makes the beer *Jewish*. At least, not in the way that I believe is most meaningful or accessible. Yes, Shmaltz is certified kosher, because I want those who keep kosher to be able to enjoy it. Yes, I say a blessing over my beer before I drink it, as one may over any food or drink. But these practices alone do not define the Jewish essence of Shmaltz Brewing.

Nor is it simply about the Jewish-themed puns in our beer names, though these tap into something significant. One might assume that elements like humor, language, and cultural references — the use of Hebrew and Yiddish, the flavors inspired by Jewish foods, the artwork on our cans — represent *kavanah*⁴, an intentional expression of Jewish identity. After all, they aren't *halakhic* structures like *brachot* (blessings) or *kashrut*, which form a clear *keva*⁵, a fixed framework for Jewish practice. But in reality, these cultural markers function as another

complex area of *halakha* with many facets. As with all realms of *halakha* (הלכה), different Jewish communities have varying related *minhagim* (מנהגים, customs), normalized stringencies, and interpretations of the relevant legal texts.

⁴ In Jewish practice, *kavanah* (כוונה) refers to the inner intention and mindfulness one brings to an action, particularly in the context of prayer and *mitzvot* (מצוות). It encompasses the thoughts, emotions, and spiritual awareness that accompany religious observance. Regarding the Shema prayer, for example, the Talmud (*berakhot* 13a) states "אֵם כִּוְּנוֹ לְבוֹ" (*im kivven libo*, if one directed their heart), emphasizing that intention is integral to fulfilling religious obligations. Similarly, in discussing *tfilah* (תפילה, prayer), *berakhot* 31a cites the verse "תַּכִּין לִבָּם" (*tachin libam*, You will prepare their heart, Psalms 10:17) as a proof-text that true prayer requires not just correct words and actions but also directed thought and inner devotion. The use of the word *tachin* (תָּכִין, prepare) shares a root with *kavanah*, reinforcing the idea that proper prayer demands mindful preparation. In ancient Jewish thought, the heart (לֵב, *lev*) was understood as the center of thought and intention, underscoring the deep connection between *kavanah* and one's inner spiritual state.

⁵ In Jewish liturgy and ritual practice, *keva* (קֵבַע) refers to the fixed structure of religious engagement — the what, how, who, when, and where of observance (contrasted by the *why*, which is achieved via *kavanah*). It includes the words of the prayers, the melodies used to chant them, customary physical movements (e.g., standing, sitting, bowing), the arrangement of people in the room, and the prescribed order of service. *Berakhot* 29b records the opinion of Rabbi Eliezer (further expanded in *mishnah berakhot* 4:4), who, in direct reference to *keva*, warns that prayer should not become a fixed and rote obligation devoid of personal engagement. While structured, scripted prayer ultimately became the norm in Jewish practice, Rabbi Eliezer's perspective still carries weight: spontaneous, freeform prayer — driven by a person's unique *kavanah* — a commonly found in biblical texts and early traditions — remains a valid and meaningful form of connection to the Divine for many. Just as *keva* provides the essential framework for prayer, it also defines traditional modes of Jewish consumption. The *keva* of Jewish food culture — its laws, rituals, and external signifiers — is what makes Jewish consumption look Jewish. This is why, when people hear about a Jewish food or drink brand, their first thoughts often go to *kashrut* or blessings. These structured elements of Jewish consumption serve as the scaffolding, much like prayer's fixed framework. However, structure alone is insufficient. A meaningful Jewish food culture — like a meaningful prayer life — requires not only *keva*, but also *kavanah*, the intention and meaning behind the practice. Striking this balance is essential to fostering an authentic and engaging Jewish experience.

dimension of *keva*. Just as a kosher brewing process or a Hebrew blessing over beer makes something feel Jewish in a recognizable way, so too do Jewish iconography, familiar flavors, and linguistic references. They provide the structure — the external shape — of what Jewishness looks like in this context.

But if we truly want *kavanah* — the deeper intentionality behind why this matters and what makes it Jewish beyond aesthetics — we have to dig further. And that’s where values come in. If *keva* gives Jewish life its form, *kavanah* ensures that form has meaning. To me, the most Jewish aspect of Shmaltz Brewing isn’t just how it looks Jewish — it’s how it *acts* Jewish. It’s not just kashrut, brachot, and other Jewish protocols of consumption. These *halakhic* considerations *are* important and should not be discarded. This *keva* of consumption presents us with a scaffold, or perhaps serves as a Jewish starting point for our thought and conversation, but the heart of the matter — the parts that are often forgotten, are the ethical commitments, founded upon our *Jewish values*⁶, our communal commitments, and the inherited culture that animates everything we do — including, yes, eating and drinking.

⁶ My usage of *keva* and *kavanah* here to highlight achieving deep meaning through a necessary balance between structure and heartfelt intention may be a unique framing, but the Jewish idea of balancing these things within the realm of daily living (including eating and drinking) is as old as Judaism itself. Given that I’ve presented *halakha* as the primary container of “*keva*” in this realm, we may consider whether the origins of *halakha* had a *kavanah* counterpart. We find our answer in the structure of the Talmud itself: the Talmud is considered to be composed of two types of textual material: *halakhic* and *aggadic*. The *halakhic* material contains all that which later commentators and editors compiled into the later “guidebooks” of *halakha* that have most directly informed the structures of Jewish living, from their publication through today, including the *Shulchan Arukh* (as well as the *Beit Yosef*, *Arba’ah Turim*, and others). The original *halakhic* material in the Talmud is often prescriptive, or indicates a certain way in which Jews are supposed to act, pray, eat, maintain our households, and so on. This is all in contrast to the *aggadic* material of the Talmud, which often takes the form of narrative and was often (but not always) unmentioned in the literature of post-Talmudic *halakhists*. Yet, all this *aggadah* is still a sacred part of Jewish tradition; it encompasses a great deal of our Oral Torah, the rabbinic texts that have defined the majority of Jewish existence since the destruction of the Second Temple. And it is precisely in this *aggadic* material that we can find early elements of what we may understand as Jewish values and culture (including the very act of storytelling, itself!). My argument when it comes to the realm of consumption (manifested, for example, in the form of a brewpub environment), is that we must consider an ethical system that is derived from both *halakha* and *aggadah*; from both *keva* and *kavanah*. And we must be sure to not wholly equate these two dichotomies: our *kavanah* of Jewish consumption may in fact be inspired by the *aggadic* stories, but we should not relegate all of *halakha* to the realm of *keva*, for *kavanah* may also stem from the uncovered values of the *halakhic* mandates and discussion that at first glance may seem strictly legal and procedural. This latter effort is the basis of my later work in this paper, as will be discussed further in subsequent sections.

When I ask Jews in my life — many of whom self-describe as secular, cultural, or Reform Jews⁷ — whether they are proud to be Jewish, the answer is almost always an emphatic yes. But when I push further, “What are you most proud of?” “What does being Jewish mean to you?” “How does it show up in your daily life?,” the answers become less certain. The most common response, after some thought, is: *Jewish values*. This answer is given with confidence — until I press further: “What *are* your Jewish values?”

At this point, people often struggle. Some say “education” or “family,” but even these answers tend to be broad and vague, lacking specificity about what Judaism actually teaches about these concepts. More importantly, they rarely articulate what makes these values distinct from those of their non-Jewish neighbors.

Because of this pattern of questioning, I have come to see it as part of my rabbinic mission to uncover and articulate actual Jewish values — not just for my own learning but so that others might claim them with more confidence. If values are what many Jews see as the core of their Jewish identity, then they must be understood in their full depth and substance.

Where, then, do we find these values? The answer lies in a place many Reform, secular, and cultural Jews rarely turn to — whether out of unfamiliarity or because of associations with Orthodox practice (which, sadly, are sometimes negative): *halakha*.

Typically translated as “Jewish law,” *halakha* is more than just law. It is a framework for Jewish life, one that weaves theological and moral principles into its legal rulings. It is also a system of debate, filled with contradictions and disagreements between legal authorities. Even

⁷ Many individuals who self-identify as secular, cultural, or Reform Jews share overlapping perspectives on Jewish identity, but the terms they use to describe themselves are shaped by personal experience, family history, and the role Judaism plays in their lives. While distinctions do exist — secular Jews may distance themselves from religious frameworks altogether, cultural Jews may engage with Jewish traditions through language, food, or arts without theological commitment, and Reform Jews may align with the ideology and official platforms of the Reform Movement, emphasizing social justice, inclusivity, and religious autonomy — there is also significant overlap, particularly in a shared baseline pride in Jewish identity and emphasis on communal belonging and, my main point here, on “Jewish values.” Many who use these labels apply them interchangeably or hold multiple at once, and for the purposes of my framing here, these categories are grouped together given their shared tendencies in how they engage with (or struggle to define) Jewish identity.

within a single *halakhic* lawbook, conflicting opinions coexist. And surrounding the legal text itself is a vast network of commentaries — layers of interpretation that explore its meaning, context, and ethical implications.

These commentaries ask critical questions: *In what contexts does this ruling apply? What alternative interpretations exist? What values underlie this law?* *Halakha* extends beyond the major Jewish lawbooks and their commentaries, as well, for it encompasses the world of responsa literature, which is comprised of published collections of learned responses to questions of Jewish legal adherence posed by the laity. These questions seek to uncover how *halakhic* rulings apply to modern, real-world scenarios that aren't explicitly presented in the original *halakhic* works. While most, if not all, written *halakha* is often dismissed by many liberal Jews as outdated or irrelevant, a closer reading reveals something remarkable: a centuries-old discourse on morality, ethics, and social responsibility.

And this is a tradition that is ours to inherit and interpret, just as generations of Jews before us have done. It provides guidance not only on what is *permissible* but on what is *just*, not only on what is *required* but on what is *right*. But when we seek to pull back the curtain, to understand the values that contributed to the development of early — and even more recent — *halakhic* works, we'll begin to see an endless array of Jewish thought on morality — values that guide not only the weighty ethical dilemmas of life but even the small, daily choices that shape how we live. Jewish legal texts have long debated how one should conduct business fairly, how to treat employees with dignity, and even how to approach something as seemingly mundane as a lunch hour. If a break in the workday is an opportunity to recharge, to reflect, to acknowledge sustenance as a gift, or to ensure workers are treated equitably, then even an ordinary lunch break can become an expression of Jewish values.⁸

⁸ *Choshen Mishpat* 337, part of *Hilkhot Sechirut Poalim* (הלכות שכירות פועלים, Laws of Hiring Workers), addresses the rights of workers to consume produce during their labor. This siman reflects the ethical considerations within *halakha* regarding the treatment of laborers. ChM 337:1 states that workers may eat from the produce they are harvesting, even if they are merely carrying it and not actively picking it. Employers are prohibited from muzzling them or preventing them from eating. However, ChM 337:12

But what, exactly, are "Jewish values"? They are not simply a list of principles handed down from on high, but something we uncover through study, analysis, and application. Halakha is not merely a set of rules — it is a pathway to understanding Jewish values, a lens through which we discern what is just and ethical in a given situation. Rather than presuming the values first and then searching for proof texts, we engage with Jewish legal discussions and extract the principles embedded within them.

Take, for example, the seemingly simple case of a lunch break. On the surface, one might assume that the primary ethical concern is ensuring fair rest time for workers. But *halakhic* texts (*Choshen Mishpat* 337 — see footnote [8]) offer a more layered perspective: we learn that an employee must not take more than their allotted break time or consume more than what an employer permits if meals are covered. In a modern context, we may understand these texts to suggest that a worker in a food establishment is not entitled to take extra food home, nor should they deliberately create conditions that increase their hunger in order to maximize what they are compelled to consume “for free,” while on the job. Beneath these regulations lies a fundamental value: balance. Jewish law recognizes that both employer and employee have needs and rights, and a just system requires consideration for both. We may instinctively gravitate toward whatever benefits us personally — more food, longer breaks — but Jewish ethics asks us to have *empathy*; to consider who is on the other side of that equation, and to be weary of taking advantage. Even in the most routine aspects of daily life, from business dealings to meal breaks, *halakha* encourages a mindset of fairness, moderation, and mutual respect.

limits how workers may consume the food — they may not eat in a way that enhances their appetite, such as pairing the produce with bread or salt, unless explicitly agreed upon with the employer. ChM 337:13 further prohibits workers from processing the produce into a different form before consuming it, such as squeezing grapes into juice. One possible reasoning for this restriction is that processing the food could make it more desirable, potentially leading the worker to consume more than what is reasonable within the context of their labor. Additionally, ChM 337:14 warns against excessive consumption that might be seen as *achilah gasah* (אכילה גסה), which can be translated as gluttonous or excessive eating. These rulings, while grounded in specific agricultural contexts, reflect broader ethical principles about balancing workers' rights with fair business practices, ensuring that both economic and human concerns are taken into account.

This is perhaps most evident in *Choshen Mishpat*, the section of the *Shulchan Arukh*⁹ dedicated to civil law. Here, Jewish legal tradition offers a vision for how individuals should engage with one another¹⁰ in business, financial dealings, and in broader society. And here, crucially, we find a deeply Jewish approach to the marketplace itself — one that challenges modern assumptions about what it means for a business to be Jewish.

When people think of Jewish organizations in the U.S. today, they often picture nonprofits¹¹. In the American legal framework, institutions are categorized primarily as either

⁹ Sephardic Rabbi Yosef Karo (1488—1575) completed the baseline text of the *Shulchan Arukh* (שולחן ערוך) (“Set Table”), in Safed in 1563 (first published in 1565 in Venice), drawing upon the text and structure of his previous legal compendium, the *Beit Yosef* (בית יוסף), as well as from an earlier law book known as the *Arba’ah Turim* (אַרְבַּע טורים) (or just the *Tur*), developed by Rabbi Jacob ben Asher (it should be noted that the *Beit Yosef* is technically constructed as a commentary on the *Tur*, but actually functions as a separate lawbook that happens to be appended to the *Tur*). Ashkenazi Rabbi Moses Isserles (1530—1572) wrote glosses (notes) to Karo’s *Shulchan Arukh*, known collectively as *HaMappah* (הַמַּפָּה) (“The Tablecloth”), first published with Karo’s text in Krakow in 1577-1580 and then continuously thereafter. Within several years, all editions of the *Shulchan Arukh* contained both Karo and Isserles’ text, leading to it becoming the most widely accepted code of Jewish law, for it acknowledged and included *minhagim* (מנהגים, customs) and interpretations from both Ashkenazic and Sephardic communities. The *Shulchan Arukh* followed the same structure as the *Beit Yosef* and the *Arba’ah Turim* before it, in that it is divided into four sections:

1. *Orah Hayim* (אורח חיים) — laws regarding *davening* (prayer) and Sabbath and holiday observance.
2. *Yoreh De’ah* (יוֹרֵה דְּעָה) — laws regarding the status of food (*kashrut*), people (conversion, menstruation, mourning), as well as laws regarding the Land of Israel.
3. *Even Ha’ezer* (עֵבֶן הָעֶזֶר) — laws regarding legal family relationship status (marriage and divorce).
4. *Choshen Mishpat* (חוֹשֵׁן מִשְׁפָּט) — laws regarding interpersonal interaction in society, including business and finance, obligations to others, damages, and the Jewish judicial system.

Each of these sections is then broken down further into specific laws (*halakhot*, הַלְכוֹת), each of which may be comprised of either one or more *simanim* (סימנים, chapters), which, finally, are then each broken down into one or more *se’ifim* (סעיפים, subsections). A *se’if* (סעיף) often includes a specific theoretical scenario with a related ruling (or several) and sometimes only contains the ruling. Often, the gloss (which is not present within every *se’if*) demonstrates an alternative *minhag* and sometimes applies the original principle within Karo’s text to another context. An example of this can be found within *Choshen Mishpat* (*ChM*) 185:10, where Isserles’ gloss applies *halakha* that is originally about a broker’s liability for a vessel that they are entrusted with, in the event that they pass it along to another party to analyze it (perhaps for a valuation or authentication) and aren’t able to later retrieve it — to the scenario of a matchmaker’s payment schedule.

¹⁰ As Alyssa Gray, J.D. Ph.D, the Emily S. and Rabbi Bernard H. Mehlman Chair in Rabbincs and Professor of Codes and Responsa Literature teaches, “*Choshen Mishpat* is the nuts and bolts of ‘*bein adam l’chavero*’ [translation: *between a person and their fellow*], a central tenet of the Reform Movement with its emphasis on social justice.”

¹¹ Not to be confused with *not-for-profit* organizations (NFPO). According to the U.S. Chamber of Commerce website, “A nonprofit organization has a legally approved purpose or social cause beyond profit generation,” for which “the IRS grants... 501(c)(3) [tax] status.” Similar to nonprofits, not-for-profit organizations “reinvest [their] financial gains back into the organization. However, an NFPO primarily exists to serve its members’ goals rather than a social cause, and those goal can vary depending on the organization’s purpose.” NFPOs may apply for special tax status as well, but unlike nonprofits, donations

for-profit or nonprofit, each with distinct structures, legal frameworks, and implications. While not all nonprofits are charitable organizations, they are generally perceived as mission-driven, oriented toward social justice, community service, or religious and cultural preservation. As a result, they are often viewed as inherently “good.” For-profit businesses, on the other hand, are frequently — though not always — associated with the excesses of corporate capitalism, with profit maximization seen as their primary or sole objective. This perception, particularly when applied to large businesses, can lead to the assumption that for-profit enterprises are fundamentally self-interested, extractive, or even unethical.

Given these assumptions, it is unsurprising that Jewish institutions are often expected to be nonprofits — after all, if Jewish organizations are meant to serve the community and advance Jewish values, wouldn’t they fall naturally into the category of mission-driven work rather than profit-driven enterprise? This logic is especially strong when considering synagogues, which rely on nonprofit legal structures to sustain their communal and religious functions. However, this expectation deserves to be challenged. Jewish tradition does not limit ethical or mission-driven work to *nonprofit institutions*. A deep dive into Jewish legal and ethical texts reveals an extensive discourse on business ethics, commercial responsibility, and economic justice — indicating that Jewish values are not only relevant but essential to how *businesses* operate, as well.¹²

Shulchan Arukh Choshen Mishpat, for instance, is rich with discussions on fair business practices, employer-employee relations, consumer protection, and the social obligations of commerce. These discussions extend far beyond abstract principles; they provide detailed and actionable guidelines for ethical conduct in communal life. Privacy, environmental responsibility,

to them are not tax-deductible. Furthermore, they are run by volunteers, whereas nonprofits may have paid employees.

¹² This is not to say that synagogues should become for-profit institutions. My assertion here is that other types of Jewish institution, including those that *are* for-profit business, may (and should) also have strong ethical frameworks and foundations. However, this is not widely understood, and therefore fewer Jews endeavor to develop and support what I’d consider to be a true “Jewish business” (a business steeped in Jewish values and ethics, not just one that sells Jewish-themed merchandise). Further education of texts in *Choshen Mishpat* and beyond will help to end this cycle.

and the fair use of shared spaces are all treated as matters of Jewish law. Consider the laws regulating the placement of windows and doors¹³ to prevent unwanted intrusion into a neighbor's home, protecting both privacy and dignity. Similarly, residents of shared courtyards (*chatzer*, חֲצֵר) or alleyways (*mavui*, מְבוֹי) are granted the right to object to disruptive businesses operating in their midst, such as shops or trades that would bring excessive noise or unwanted foot traffic¹⁴. These halakhic principles resemble modern zoning laws, which seek to balance individual property rights with communal well-being. The obligation to prevent undue harm extends even to environmental concerns: Jewish law mandates that permanent grain threshing floors (*goren kavua*, גֶּרֶן קָבוּעַ) must be located at least fifty *amot* (אַמּוֹת — a unit of measurement for physical distance) away from a city, ensuring that wind-blown chaff does not create a public nuisance or health hazard. If a city expands toward an existing threshing floor, the owner is required to relocate, with the burden of compensation falling on city residents¹⁵ — a legal mechanism that anticipates modern principles of eminent domain and environmental regulation. These laws demonstrate that Jewish legal tradition does not merely tolerate coexistence; it actively structures society to ensure that business, commerce, and daily life function in a way that is ethical, sustainable, and just.

¹³ ChM 154:3 prohibits positioning windows and doors in a manner that allows direct visibility into a neighbor's property, thereby safeguarding personal space and preventing potential disputes. This reflects a longstanding recognition of individual privacy within shared communities, demonstrating that Jewish law acknowledges not only physical property rights but also the intangible aspects of personal dignity and domestic tranquility.

¹⁴ ChM 156:1-2 grants residents in shared courtyards (*chatzer*, חֲצֵר) or certain alleyways (*mavui*, מְבוֹי) the right to object to businesses operating in their midst if they generate excessive noise or foot traffic. The text rules that neighbors may prevent a store from being established in a courtyard if the influx of customers disturbs their ability to sleep, and that residents of an alleyway can object to certain trades — such as doctors, craftsmen, blood-letters, document scribes, or secular schoolteachers — due to the increased public presence such professions attract. These laws serve as early Jewish precedents for what modern zoning regulations seek to accomplish — balancing individual property rights with the well-being of the surrounding community.

¹⁵ ChM 155:22 mandates that a permanent grain threshing floor (*goren kavua*, גֶּרֶן קָבוּעַ) must be located at least fifty *amot* (אַמּוֹת) away from a city to prevent wind-carried chaff from harming residents. The text further specifies that if a city expands toward an existing threshing floor, the owner must relocate, with city residents compensating them for their losses. This reflects a halakhic approach to environmental responsibility that closely parallels modern zoning laws, which regulate industrial activity to mitigate pollution, noise, and other disturbances. These Jewish legal principles illustrate a longstanding concern for the intersection of business, environmental impact, and public welfare, ensuring that economic activity does not infringe upon the health and quality of life of the surrounding community.

This wealth of Jewish legal and ethical thought challenges the assumption that a Jewish business is defined solely by its Jewish ownership, kosher certification, or cultural branding. Instead, a business can — and even should — be Jewish in the way it operates: through ethical decision-making, fair treatment of employees, meaningful expectations of responsibility and obligations across business hierarchies, responsible financial practices, and a commitment to community well-being. If Jewish identity is deeply tied to values, and if those values are embedded in Jewish law and tradition, then a business that is run Jewishly — guided by these principles — can be just as authentically Jewish as any synagogue or nonprofit organization¹⁶.

As discussed above, much of *Choshen Mishpat* centers on relationships — on the obligations and responsibilities that individuals have to one another within a given system, whether in business, the courtroom, or society at large. This essay seeks to analyze these obligations, not only to assess their relevance (or irrelevance) to modern contexts and scenarios but also to uncover the underlying values embedded within them. By doing so, we can gain a deeper understanding of the Jewish ethics that have historically shaped the moral foundations of the marketplace.

This work is intended as a tool — not just for Shmaltz Brewing’s business plan, employee guidelines, and operational handbooks, but for anyone seeking to build a business that is meaningfully Jewish. A business that does not just *signal* Jewishness through aesthetics or cultural branding, but one that is *meaningfully Jewish* and structured and operated according to Jewish values.

¹⁶ It should be noted that nonprofit status does *not* automatically make an institution “ethical” or morally righteous. Selfishness, careerism, and even socially harmful missions exist abundantly throughout the nonprofit world. Similarly for-profit status doesn’t equate to “bad” — even without adherence to the wisdom of Jewish business ethics, socially aware and mission-driven business exist throughout the secular world with genuine desires to serve the public and function ethically. The B-corp Movement (run by B-lab) is another philosophy that asserts this paradigm. Although my assertion of what makes a business “Jewish” *does* extend beyond ethical business frameworks, these ethical Jewish frameworks do constitute a bulk of a for-profit’s Jewishness. And just as modern Jews derive their personal moral codes from both Jewish and secular sources, Jewish businesses in the modern world may do the same: there is no reason why a Jewish business shouldn’t strive to meet the ethical standards of our own tradition *as well as* the standards put forth by B-lab, for example.

To that end, I have chosen to focus my analysis on *Hilkhot Shluchin*, the Laws of Agents¹⁷, because these laws provide a framework for understanding the full “organizational chart” of a business. In *halakhic* terms, agents are intermediaries, individuals entrusted to act on behalf of another — typically in matters of buying and selling. In a modern business context, we might ask: Who within an organization is authorized to represent its interests? Who is entrusted with financial decision-making or the handling of company assets? What safeguards should be in place to ensure accountability, and what should happen if that trust is violated? These are precisely the kinds of questions *Hilkhot Shluchin* seeks to address.

As a starting point, I have chosen to focus on one critical moment in the agent’s role: the hiring process¹⁸. Before entering a relationship of trust and responsibility, what must be made explicit? What expectations should be established around business transactions, company values, and ethical obligations? These discussions are essential — not only for preventing conflict but for ensuring that the business itself operates with integrity, reflecting the Jewish values at its core.

As I mentioned, earlier, “Jewish values” are often cited as the defining element of Jewish identity, particularly among Reform, secular, and cultural Jews. For many, Jewish values — not theology, ritual observance, or textual literacy — are the most resonant aspects of their Judaism. This was true in my own upbringing: my family placed great importance on being Jewish, yet the values that defined our Jewishness were often hard to articulate. Broad

¹⁷ Laws of Agents (*Hilkhot Shluchin* — הלכות שלוחין) in *Shulchan Arukh Choshen Mishpat* (Simanim 182-188)

¹⁸ For the purposes of this essay, a business transaction is commenced upon the hiring or official engagement of an agent. Several of the introductory scenarios presented in Siman 182 of *Choshen Mishpat* in the *Shulchan Arukh* indicate that one may be considered an agent without much of an official process (e.g. an informal request for a favor might be enough for someone to legally be considered an agent). This may be the case for several reasons, including legal protection of the agent, for once the label can be applied to an individual, according to the *minhag* and *halakhic* adherence of their community, that individual may be part of a system that affords them various rights or obligates others to behave toward them in a specific manner. The present essay regards formal adoptions of the agent label, such that all parties involved are aware from the outset that someone is being asked to handle (buy, sell, negotiate, broker, etc.) a business dealing for someone else. Only such conscious awareness would be reasonable grounds for the type of pre-transaction contract that can help avoid conflict, the development of which is the premise of my writing.

concepts like education and family were central, but their connection to Jewish tradition was largely unexamined.

One of my primary goals as a rabbi is to help these Jews clarify and deepen their understanding of Jewish values. Rather than urging them to shift their priorities toward other aspects of Judaism, I aim to help them explore the values they already cherish and uncover their deeper roots in Jewish thought. This paper provides an example of that process by examining one realm — business ethics — and uncovering the Jewish values that guide it.

Zooming in to further, I focus on the ethical dimensions of marketplace transactions, particularly the role of third parties, such as agents, in interpersonal interactions. Within these halakhic discussions, I identify key values such as transparency, honesty, and careful planning — values that, while deeply embedded in Jewish law, are rarely stated outright. The next step in exploring Jewish values is to ask: Do we agree with them? If so, why? If *not*, why? And even if we do agree with them, are we actually living by them? If the answer is, “no,” then how can we get there? Only through this series of questions can we finally arrive at the place from which we have a clear, developed answer to the question of *what* our “Jewish values” might be, and it is at that point that we consider how to apply these values more fully in our lives, in an attempt to truly live up to the values we hold so dear.

Selections from Shulchan Arukh, Hilkhhot Shluchin (“The Laws of Agents”):

Proactive¹⁹ Agreements

¹⁹ For the purposes of this paper, “proactive” is defined as that which is to be considered, ideally in writing (in a legal contract) *prior* to the commencement of a business transaction. Throughout the *Hilkhhot Shluchin*, the text offers business scenarios in which agents must act one way or another, depending on *whether* certain determinations were made, or information was provided at the time that they were charged with their agency. It is clear from textual analysis of this material that many complications (and negative consequences for unintentional wrongdoing) can be avoided through clear, detailed, and agreed upon specifications and protocols that are communicated upfront (or *proactively*). This paper attempts to analyze, comment upon, and extrapolate (for modernity) some of these proactive agreements.

Simanim 182-188 of *Shulchan Arukh Choshen Mishpat* deal with business transactions that involve agents — individuals who act on behalf of buyers and sellers. Like much of halakhic civil law, these texts focus on obligations within transactional relationships, outlining the responsibilities of each party: the buyer — הלוֹקֵחַ (*HaLokeiach*), the seller — המוֹכֵר (*HaMocheir*), the agent — השליח (*HaShaliach*), and the principal²⁰ — המְשַׁלֵּחַ (*HaM'shaleiach*). The lawbook explores the protections afforded to each of these individuals, as well as the rulings that apply and consequences that follow when business dealings do not go as planned.

Throughout this section, Karo and Isserles identify aspects of an agent's role²¹ that may — and often should — be discussed in advance to prevent disputes, protect the financial interests of those involved, and ensure that expectations are clearly aligned. One type of discussion topic is explicitly stated in the text: cases where the law directly prescribes what principals and agents must clarify before engaging in a transaction. These discussions help clarify liability in cases of error or loss, establish safeguards against financial risk, and provide the necessary assurances²² for all parties to feel secure in their agreements.

Another type of discussion topic emerges implicitly²³ from the legal rulings — cases where unclear expectations or lack of prior agreement have led to undesirable legal outcomes.

²⁰ Throughout these Laws of Agents, multiple terms are used to refer to the individual who engages an agent in some activity. Initially, we find the term, מְשַׁלֵּחַ (*m'shalleach*), which comes from the same root as שליח (*shaliach*, agent) and means "one who initiates agency" — a term that emphasizes the principal's role in dispatching an agent. Additional terms include בעל (*ba'al*) (such as in Siman 185:1), which refers to the head or owner of a household, business, or enterprise. Similarly in English, we may use additional terms to understand the role of this individual, such as "dispatcher," or even "employer." These different terms are the likely result of Karo drawing his source material for the text of the *Shulchan Arukh* from Talmudic and post-Talmudic writings that themselves use varying terms.

²¹ ChM 185 contains rulings that refer specifically to a סָרְסוֹר (*sarsor*), or a broker, which is to be understood as a paid agent. Given that a new term is used to refer to this kind of an agent, we can assume that standard agents (שְׁלִיחִים, *shlichim*) are not necessarily paid.

²² Complex insurance systems, such as 3rd party insurance agencies are not discussed in *Hilkhot Shluchin* (ChM 182-188). Rather, "assurances" are made in anticipation of unfortunate scenarios (e.g. who should pay — and who is exempt from paying — for an item that breaks while in the care of an agent)

²³ These additional discussion points primarily arise in cases where a lack of specificity led to disputes or financial loss. Many rulings suggest that conflicts could have been avoided if principals had clarified expectations in advance or if agents had better-defined authority. Beyond explicit instructions, these cases underscore the necessity of addressing logistical and commercial factors — including the scope of an agent's discretion, deal flexibility (e.g., permissible variations in quantity, weight, or type of goods), and practical details such as transaction timing and location.

The fact that these rulings exist suggests that better communication in advance could have prevented conflict. *Choshen Mishpat* 182:8-9 underscores that an agent may not deviate from the specified quantity of goods to be sold or purchased, suggesting that even minor overages or shortages must be explicitly authorized in advance. Similarly, 183:5 demonstrates that specifying type — such as distinguishing wheat from barley — prevents disputes, implying that failing to clarify a product’s characteristics can have unintended consequences. These examples illustrate a broader principle: gaps in instruction can lead to financial loss, disputes, and legal uncertainty, reinforcing the importance of preemptive clarity in business agreements.

This analysis synthesizes both categories, extracting halakhic insights that can inform modern business practices. As discussed earlier, proactively addressing expectations, ethical obligations, and responsibilities is essential to ensuring trust and accountability in business relationships. But discussion alone is not enough — formalizing these agreements in writing is just as critical. Since today’s business engagements — especially when hiring agents — are typically structured through contracts, I have arranged my findings within a contractual framework. This outline identifies key provisions that should be explicitly included in an agreement, referencing the original *halakhic* text and offering analysis on its broader themes and modern applications.

Further Discussion: Historical and Scholarly Perspectives on Jewish Business Ethics

The full corpus of halakhic work — including the codes derived from the Talmud, as well as the commentaries and responsa that have expanded upon them — is often reduced to a mere *legal system*. This oversimplification stems from the human tendency to classify unfamiliar systems based on existing frameworks of understanding²⁴. In reality, *halakha* is far

²⁴ This availability heuristic may also explain why Judaism is commonly classified as a “religion.” While this categorization provides a convenient frame of reference, it also imposes limitations: Judaism is not solely a religion but also an ethnicity, a culture, and a peoplehood. Placing it within a single category inevitably obscures its more complex nature, particularly when aspects of Jewish identity do not align with conventional religious structures. This issue is further compounded by translation, as terms used to define

more than a set of rigid legal rulings; it is a complex framework of moral and ethical guidance, deeply engaged with both theoretical and lived scenarios. It takes into account variations in local custom, weighs theological implications, and evolves through an ongoing process of interpretation and debate.

Different Jewish communities engage with *halakha* in their own ways — both in how they interpret its rulings and in how they navigate adherence and non-adherence, and the social, theological, and ritual implications of each. Yet, despite variations, one throughline persists: *halakha* is meant to inform the way we live. For some, this means strict adherence to longstanding interpretations. For others²⁵, the existing *halakhic* discourse serves as a *starting point* — a collection of inherited ethical considerations spanning every aspect of life (housing, commerce, relationships, and beyond). Engaging with these discussions allows us to measure them against the alternative value systems we have absorbed through assimilation, globalization, and lived experience in the modern world, refining our personal moral codes and, ideally, accepting an invitation to continue the *three-thousand-year-long conversation on ethics* that has shaped Judaism and evolved into the system of *halakha* itself.

This understanding of *halakha* — as a framework for ethical guidance rather than a rigid legal code — extends naturally to matters of the marketplace. Commentaries and responsa on

Judaism in other languages — such as “faith” or “tradition” — often fail to capture its multifaceted reality. The Jewish concept of God is similarly subject to this phenomenon. Any metaphor, name, or word we use for God (including the English word “god”) both helps and limits our understanding of this unknown force that plays a central role in Jewish text and tradition — and yes, even *halakha*.

²⁵ While still somewhat of an ideal, and not very widely put into practice, this approach is gaining traction, particularly within the Reform Movement — especially among clergy, clergy students, and engaged laypeople — as well as in broader pluralistic and post-denominational Jewish spaces. Even within more traditionally observant communities, there are examples of interpretive creativity that seek to apply *halakhic* principles to evolving ethical concerns. This perspective is reflected in movements such as “ethical kashrut,” which has been conceived of in different ways by various groups and considers not only ritual fitness but also the ethical treatment of workers, environmental sustainability, and corporate responsibility. Likewise, the field of Jewish business ethics, as well as responsa from non-Orthodox movements, demonstrates an engagement with *halakha* as a moral and intellectual resource rather than solely a prescriptive legal system. My work builds upon and further refines this framework, contributing to a growing movement that seeks to clarify the ways in which *halakhic* insights can guide ethical action in modern professional and communal life. By examining Jewish legal texts through an ethical lens, I aim to help articulate how *halakha* can serve as a guide for those who prioritize Jewish values in decision-making, even when traditional legal adherence is not their primary framework.

business law — including the *halakhic* codes themselves and the Talmudic passages from which they are derived — seek to establish ethical approaches to trade, business hierarchies, and the many ways one might buy or sell goods, real estate, or services. Modern scholars across the Jewish denominational spectrum²⁶ have worked to summarize, analyze, and re-contextualize these ethical principles, making them accessible to the contemporary audiences that they themselves belong to and applicable to the ever-evolving realities of modern commerce.

In this section, I will explore the frameworks and philosophies of several modern scholars as they engage with *halakhic* materials, particularly within the realm of Jewish business ethics and more specifically, *The Laws of Agents*. I will then synthesize these reframed understandings, integrating them into the contractual structure described above while contributing my own perspective to the ongoing conversation. It is important to note that the modern scholars whose work I've chosen to include and synthesize, namely Dr. Moses Pava and Rabbi Emanuel Quint, have been embedded in communities that by-and-large *have* adopted *halakha* as a legal system, contrary to the approach I outlined above: a non-systemic guiding framework for ethical conduct. While the *Shulchan Arukh* is often viewed today as a central legal authority, at the time of its compilation, it was not necessarily absolute in the same way, but rather one of many works that communities selectively engaged with, shaped by their needs, values, and local customs. I, along with many others in liberal Jewish communities, continue this tradition of engagement, treating *halakha* as a dynamic source of ethical wisdom rather than a rigid, universally binding system.

Pava's book, *Jewish Business Ethics*²⁷, acknowledges that the corpus of *halakha* related to business ethics may be understood in more than one way. It can be seen as a

²⁶ Conservative and Reform responsa, such as those by Rabbis Jill Jacobs and Mark Washofsky (as well as many Orthodox responsa), have addressed contemporary applications of *halakhic* business principles. Academic scholars, including Aaron Levine, Moses Pava, and Meir Tamari, have analyzed Jewish economic thought and its ethical implications in modern commerce.

²⁷Moses L. Pava, *Business Ethics: A Jewish Perspective* (Hoboken, NJ: Ktav Publishing House, 1997).

comprehensive legal system, universally accepted and strictly adhered to, or as a guiding ethical framework — an approach I have taken throughout this paper, not only in the realm of business ethics but in *halakha* as a whole. He refers to the former approach as “utopian”²⁸, recognizing that while it may serve as an interesting theoretical exercise, it does not reflect contemporary realities. Rather than advocating for its practical implementation, he discusses it as an intellectual exercise — perhaps as a form of Torah study — while ultimately focusing on the latter approach. The final chapter of *Jewish Business Ethics*, therefore, is dedicated to what he deems the most practical engagement with business-related halakha: deriving a Jewish ethical framework for business in what he calls a “pluralistic society.”²⁹

Pava argues that Jewish business ethics should not be confined to guiding only individual behavior but should also shape institutions. He critiques a one-size-fits-all approach³⁰ to ethics and asserts that Jewish values can inform decision-making in businesses and organizations, even in pluralistic settings.

Pava himself critiques rigid, monolithic approaches and ultimately asserts that “solutions that do not include pluralism are woefully inadequate”³¹ Far from viewing pluralism as an obstacle, Pava sees it as a fundamental condition that enables Jewish ethics to remain relevant in the modern world. While some may see it as a challenge to halakhic authority, it is also what allows Jewish ethical discourse to thrive beyond insular communities. He emphasizes that pluralism does not dilute Jewish values but rather ensures their continued vitality in diverse and evolving contexts.

²⁸ Pava claims that Rabbi Dr. Aaron Levine’s work, *Economic Public Policy and Jewish Law* (1993) “best exemplified this approach.” Levine, who comes from the same milieu as Pava (both have been on faculty at Yeshiva University), wrote many works on Jewish business ethics, including several that informed my own academic pathway as I immersed in the scholarship on this subject.

²⁹ Pava, *Business Ethics*, 177. Pava defines a pluralistic society as one that “separates its economic institutions... from both the state and the moral-cultural institutions” (180). He makes a point of indicating that “a pluralistic order is radically different from all traditional conceptions of society, including those conceptions assumed by traditional Jewish sources” (179).

³⁰ Pava, *Business Ethics*, 190.

³¹ Pava, *Business Ethics*, 190.

Pava outlines three key goals³² of Jewish business ethics. First, Jewish business ethics should “help us develop guidelines for individual behavior and inform our goals and aspirations as business men and women³³.” I not only agree with this sentiment but with its prioritization³⁴. Starting with the self is the best pathway to systemic change, as institutions ultimately reflect the values of those who run and engage with them. An institution’s moral character is not an abstract ideal; it is a direct reflection of the ethical commitments of those who create, operate, and participate in it. Once individuals cultivate personal ethical frameworks grounded in Jewish tradition, they can begin to shape institutions accordingly. This process requires a constant checking of perceived *halakhic* wisdom against ethics derived from other moralities we may have been exposed to, as well as against our own internal intuition.³⁵ This reckoning, ultimately leading to compromise (and hopefully learning and ethical growth for those involved), is a substantial process that, when effective, necessitates that the individual parties involved enter into the situation with a strong sense of their own personal moral codes — each distinct even when drawn from the same tradition. This is particularly important when we recognize that collective decision-making requires the reconciliation of multiple personal moral codes — each

³² Pava, *Business Ethics*, 52.

³³ While I appreciate the egalitarian stance this line offers, my reframing is more gender-expansive, and the phrase “business people” suffices. A generous approach to Pava’s “men and women” phrasing understands it to be the same merism found in Genesis, which has been interpreted as referring to the entire gender spectrum. I highlight this because it is especially important to note the significant roles that those who do not fall distinctly on either end of the gender spectrum have played in business historically, despite their struggle for visibility. It is a Reform Jewish ethic in its own right, in accordance with the principles of *b’tzelem Elohim*, to highlight the accomplishments and contributions of non-binary and gender-fluid individuals in the business world and beyond, and this ethic is reflected in the Reform Movement’s formal commitments to gender inclusivity: In 2015, both the Union for Reform Judaism (URJ) and the Central Conference of American Rabbis (CCAR) adopted resolutions affirming the rights and dignity of transgender and gender non-conforming individuals. These resolutions, developed in conjunction, call for Reform institutions and communities to actively advocate for full inclusion, stating that “all humans are created *b’tzelem Elohim* — in the image of God — and that we should treat each other with dignity and respect.” (“URJ Resolution on the Rights of Transgender and Gender Non-Conforming People,” 2015; “CCAR Resolution on the Rights of Transgender and Gender Non-Conforming Individuals,” 2015).

³⁴ Pava does not explicitly indicate that these three goals are listed by priority. Yet, I assert that latter goals cannot successfully be achieved — not with longevity, anyway — without serious progress made on the former.

³⁵ This intuition of ethics is the result of adopting any number of additional moral codes from our surroundings, often taught at a young age and acquired unconsciously.

distinct even when drawn from the same tradition. Engaging with *halakha* in the way that I, and I would argue Judaism itself, advocates — through study, reflection, and continuous dialogue — ensures that ethical decision-making remains an evolving process. Only after individuals have developed ethical awareness can we achieve Pava’s second goal: Jewish business ethics should “help us understand appropriate behavior for business organizations.” And finally, once institutions reflect strong ethical commitments, Jewish business ethics should “provide a foundation to critique the justice of national and international economic systems.” Rather than imposing *halakha* as a legal framework, Jewish ethical discourse offers a critical lens through which to assess economic justice. This goal, however, does not necessitate imposing *halakha* upon national law but rather encourages Jewish ethical engagement with broader systems of justice, ensuring that these institutions remain accountable to moral concerns.

Pava unequivocally rejects a “commandment-based” model of business ethics, where compliance is enforced through punitive consequences. Instead, he asserts that, “Jewish business ethics should be thought of as a process of interpretation and not as a final product”³⁶ This emphasis on interpretation aligns closely with my own understanding of *halakha*, in which ethical engagement is an ongoing dialogue rather than a fixed set of directives. He further argues that ethics cannot be reduced to static lists of do’s and don’ts; rather, ethical responsibility must be actively interpreted and internalized within changing contexts.

He also rejects the claim that businesses are inherently self-interested and that ethical behavior can only be ensured through external enforcement. The Torah itself, he argues, “time and again” rejects the idea “that human beings are imprisoned by self-interest”³⁷. Therefore, ethical business leadership can be intrinsically motivated—especially for those who engage with Jewish tradition as a moral resource. This perspective challenges the assumption that external

³⁶ Pava, *Business Ethics*, 188.

³⁷ Pava, *Business Ethics*, 189.

regulation is the only viable check on corporate behavior, instead arguing for a model in which ethics are woven into the very culture of an organization.

Pava also dismisses the notion that business is a “value-free enterprise” and that religious language “can make no positive contribution³⁸”. In fact, he suggests that divorcing business from moral considerations leads to an environment where self-interest dominates decision-making. His position represents a middle path: advocating for the presence of religious and ethical thought in business, but without imposing a rigid or punitive system. Given this perspective, how do we apply the third goal — to critique systemic institutions of governance, whether local, national, or international? When our personal ethical frameworks and business practices conflict with the law, we are tasked with the sacred work of legal and policy advocacy. Justice, a central tenet of Jewish morality, requires us to speak out when governing systems are unjust or when they encourage businesses, or individuals, to act unethically. In any society that claims to be a representative democracy, it is our responsibility to ensure that moral perspectives — ours included — help shape the evolving legal landscape.

Proactive Agreement Provisions

The Laws of Agents in *Choshen Mishpat* 182-188 establish core principles of agency in commerce. These laws define the responsibilities of an agent, outline the parameters of valid transactions, and set expectations regarding trust, liability, and adherence to a principal’s instructions. At their core, they reflect a legal framework designed to ensure that agency relationships operate with integrity and fairness. While *Choshen Mishpat* establishes a strong legal foundation for agency, modern commerce involves contractual and ethical complexities beyond what the text explicitly discusses. Rather than viewing these laws as rigid legal dictates, we can uncover their underlying ethical values — transparency, accountability, and fairness — and explore how they guide decision-making in contemporary business ethics.

³⁸ Pava, *Business Ethics*, 191.

By identifying these embedded values, we develop a framework for applying Jewish commercial law to new and unforeseen circumstances. The following summaries of *Choshen Mishpat* 182-188 provide an overview of the legal principles governing agency, forming a basis from which we can extrapolate ethical considerations for contemporary commerce.

Siman 182: This section establishes the fundamental rule of agency: a person can appoint an agent to act on their behalf in commercial and legal matters, except in cases involving sin. The principal's instructions must be followed precisely, or the transaction may be invalidated³⁹. The text discusses whether a deviation nullifies the agency and whether the principal bears responsibility for an agent's errors. Additionally, it introduces cases where an agent negotiates a purchase but fails to secure necessary guarantees, outlining the consequences of such omissions.

Siman 183: This section explores disputes that arise when an agent acts dishonestly or in self-interest. If an agent was sent to purchase an item for the principal but instead acquired it for themselves, the item legally belongs to the principal unless the agent explicitly withdrew from the agency before the purchase. The siman also addresses scenarios where an agent receives financial benefits from a transaction — such as price reductions or extra goods — and whether these belong to the agent or the principal.

Siman 184: This siman addresses cases where multiple principals appoint a single agent. If multiple parties pool their funds to purchase an item and the agent secures the purchase

³⁹ In *A Restatement of Rabbinic Civil Law*, Rabbi Emanuel Quint discusses the presumption that an agent fulfills their task, even if there is no confirmation of every detail. If some part of the task is known to have been completed, the assumption is that the agent has carried out the full agency unless proven otherwise. This reinforces a principle of trust in agency relationships — an expectation of good faith and reliability in commercial transactions. Emanuel B. Quint, *A Restatement of Rabbinic Civil Law: Volume VI* (Northvale, NJ: Jason Aronson, 1993), p. 59.

without specifying for whom, the property is divided among the contributors proportionally.

However, if the agent explicitly intends the purchase for only one party, the other contributors may have no claim. The siman also explores how documentation and contractual intent affect ownership rights.

Siman 185: This section focuses on paid brokers and their heightened responsibility compared to other agents. A broker who deviates from the principal's instructions is personally liable for any resulting losses. The siman discusses cases where a broker sells an item at a lower price than instructed, whether they can purchase the item for themselves, and how disputes over pricing and sales agreements are resolved. It also establishes that brokers are classified as paid guardians and are therefore liable for the loss, theft, or damage of goods entrusted to them.

Siman 186: This siman primarily deals with liability when an agent transports goods. If an agent is delivering goods to a third party and an unavoidable accident occurs, the ruling depends on the circumstances of the loss. If the accident happens before the recipient takes possession, the agent may be responsible, particularly if they were acting for personal gain. However, in certain cases where the agent was simply carrying out the principal's direct instructions, they may be exempt from liability. The siman also discusses scenarios in which an agent attempts to sell goods but fails to find a buyer, clarifying whether the agent is responsible for losses incurred during transport or storage.

Siman 187: This section outlines the evidentiary requirements for an agent claiming financial loss due to unforeseen circumstances⁴⁰. If an agent asserts that a loss occurred through no

⁴⁰ Some business expectations are so fundamental that they need not be explicitly stated in a contract. For instance, if an agent improperly stores wheat in a damp location and it spoils, they cannot claim that the loss was beyond their control. The law holds them accountable for a lack of reasonable foresight

fault of their own, they may be required to take an oath or provide witnesses to support their claim. If the circumstances suggest that proof is readily available, an agent who fails to provide it may be held liable. The *siman* also includes cases where an agent purchases goods that later turn out to be defective and must prove whether the defect existed at the time of purchase in order to be exempt from liability.

Siman 188: This final *siman* in *Hilkhot Shluchin* discusses eligibility to serve as an agent, specifying that individuals with legal competency — such as adults of sound mind — can serve as agents, while minors, mentally incapacitated individuals, and non-Jews cannot⁴¹. The *siman* also concludes the section on agency by reiterating that an agent's deviation from instructions nullifies the agency. Additionally, it addresses whether a principal is responsible for damages incurred by an agent due to their role, ruling that the principal generally does not owe compensation for such losses.

The Laws of Agents in *Choshen Mishpat* establish a robust framework for agency law, defining rights, obligations, and liability structures. These rulings focus on transactional validity and financial liability, but they also contain ethical values that remain relevant today. While *Choshen Mishpat* provides a structured legal framework, its application to modern commerce requires careful attention to the principles it reflects. By identifying these values — particularly transparency, fairness, and accountability — we can apply them to contemporary business ethics in ways that uphold both halakhic and ethical integrity.

(Quint, *A Restatement of Rabbinic Civil Law: Volume VI*, 87). This aligns with the ethical imperative of due diligence in agency relationships — agents are expected to act with competence and responsibility.

⁴¹ Jewish law acknowledges that not everyone is equally capable of serving as an agent. A person who lacks full mental competency — whether due to developmental limitations, inexperience, or cognitive impairment — is not held to the same legal standard as a fully competent adult. This principle reflects an ethical concern for fairness: we do not impose unreasonable expectations on those who are not equipped to fulfill them, nor do we hold them accountable for failures beyond their control (Quint, *A Restatement of Rabbinic Civil Law: Volume VI*, 92–93).

One of the most central of these values is transparency — ensuring that both principal and agent operate with clear expectations and mutual understanding. My approach expands *Choshen Mishpat*'s framework by emphasizing product specifications as a key ethical concern. In modern commerce, clarity regarding size, condition, substitutions, and obligations ensures that transactions align with both Jewish values and contemporary business practices. These halakhic principles, while deeply embedded in discussions of agency, become even more critical when applied to today's complex commercial environment.

By treating these texts as sources of enduring ethical wisdom, we can ensure that their principles continue to shape business practices with integrity and fairness. The following section will explore how transparency in product specifications serves as a practical extension of these halakhic principles.

When hiring an agent to sell or purchase either *karka* (קרקע)⁴² or *metaltilin* (מטלטלין)^{43,44}, it is essential, *prior to the transaction*, for the agent's employer to discuss with the agent and formally document the transaction's specifics, including type, amount, size, weight, dimensions⁴⁵, and condition of the item(s) to be bought or sold.

⁴² Immoveable property such as real estate

⁴³ Moveable property such as craftwork, livestock, and food items

⁴⁴ The modern trade world requires that we evolve our conception of the categories of *karka* (קרקע) and *metaltilin* (מטלטלין) to account for property that did not exist during the advent of these terms. Further consideration is required to determine if these terms are still sufficient in capturing the wider array of property types one may trade today — particularly virtual property such as internet domains, stock investments, cryptocurrencies, and other digital assets. While *karka* traditionally refers to immovable property and *metaltilin* to movable property, the ability to transmit, transfer, or exchange digital assets instantaneously across borders complicates these distinctions. One could argue, as suggested by *Choshen Mishpat*, that if an asset can “move” — whether physically or digitally — it could reasonably be classified under *metaltilin*. Regardless of classification, the principles of *Choshen Mishpat* remain applicable: an agent must act according to the specifications provided by their principal, ensuring that transactions are carried out precisely as instructed. This underscores the importance of proactive contractual agreements — particularly in cases of digital assets, where misinterpretation or market fluctuations could have significant financial implications. Just as an agent handling traditional property must adhere to clear expectations regarding quantity, quality, and conditions, a stockbroker or investment agent should be contractually bound to a set number of shares, a defined monetary investment, or other specific criteria outlined in advance.

⁴⁵ SA ChM 183:6 only specifies one term for physical measurement: מדה (midah), which is often understood as “dimensions,” “volume,” or even “length,” depending on the context of the item it is used in reference to. Given the multiple ways in which this word is used, we can understand the benefit to discussing all physical dimensions of an object, such as the area of a two dimensional object (e.g. a piece of cloth) or the volume or volume-capacity of a three dimensional object (e.g. a swimming pool).

- **Type** refers to the specific category of an item in relation to similar items.

Choshen Mishpat 183:5 exemplifies this principle by distinguishing between wheat and barley, demonstrating that even within the same general category, differences matter. This concept should extend to real estate⁴⁶ — such as differentiating between a house and an apartment, or considering architectural styles and built-in features — as well as to commercial goods, including various types of textiles, furniture, or machinery.

In modern commerce, "type" encompasses additional defining characteristics beyond species or material, such as specific product models, technological specifications, or intended use. For example, when purchasing a laptop, specifications like processor speed, battery life, AI capabilities, audio equipment, and input capacity may be crucial. Similarly, acquiring a vehicle might involve details about engine type, fuel efficiency, or included safety features to ensure alignment between the principal and agent. In the brewing industry, distinctions between product types extend beyond broad categories like "beer" versus "cider." Specific styles — such as a hazy IPA versus a West Coast IPA — carry different expectations for bitterness, mouthfeel, and aroma. If an agent were instructed to procure ingredients for a flagship beer but substituted the wrong variety of hops, the final product could be drastically different from what was intended.

Beyond functional considerations, certain preferences — such as color, shape, or aesthetic details — may hold deep emotional or symbolic significance for the principal. A person buying a car may have a strong preference for a particular color, just as a parent selecting a gift might wish to ensure it is in their child's

⁴⁶ Although *Choshen Mishpat* only presents this principle within the context of agricultural goods, the values of honoring specific instructions should extend to other, non-agricultural transactions, as well.

favorite color. Similarly, a caterer ordering produce may require fruit of uniform shape, even if taste and quality remain unaffected.

While some specifications may seem inconsequential from a practical standpoint, they reflect an important aspect of human identity — the ability to express choice. The capacity to make selections, even seemingly minor ones, is not merely a privilege, but a sacred value deeply rooted in Jewish tradition. It is an assertion of dignity, uniqueness, and self-expression⁴⁷.

An agent, when possible, should honor such preferences, recognizing that accommodating personal choices is a way of affirming *B'tzelem Elohim*⁴⁸ (בְּצֶלֶם אֱלֹהִים) — the principle that all people are created in the Divine image.

Paradoxically, being created in the same Divine image necessitates that each individual carries inherent uniqueness and worth, given what we understand about God's own uniqueness and worth⁴⁹. In this light, respecting another's

⁴⁷ The principle of individual autonomy in decision-making is a foundational value in Reform Judaism. *The Columbus Platform* (1937) affirms that Judaism seeks to "ennoble the individual" and bring them into "closer harmony with G-d's will," underscoring the value of personal agency. *The Centenary Perspective* (1976) further emphasizes this by recognizing "the principle of individual autonomy, grounded in the liberalism which has informed our movement from its inception." These texts highlight the sacredness of individual choice as an expression of dignity, uniqueness, and self-determination within Jewish life. This emphasis on informed personal decision-making directly connects to the ethics of agency, as the role of an agent is to uphold — not override — the principal's choices. Ensuring that a principal's preferences are honored, even in seemingly minor details, aligns with the broader Jewish commitment to respecting individual autonomy and affirming human dignity.

⁴⁸ בְּצֶלֶם אֱלֹהִים (*B'tzelem Elohim*) first appears in Genesis 1:26-27: "And God said, 'Let us make humankind in our image, after our likeness... And God created humankind in God's image, in the image of God, God created them; male and female God created them.'"

⁴⁹ The concept of *b'tzelem Elohim* (being created in the Divine image) is foundational in Jewish thought. Pirkei Avot 3:14 teaches: "Beloved is humanity, for it was created in God's image" (חֲבִיב אָדָם שֶׁנִּבְרָא בְּצֶלֶם). The Talmud (berakhot 19b) emphasizes the significance of human dignity by stating: "So great is human dignity that it supersedes a negative commandment of the Torah" (גְּדוֹל קְבוֹד הַבְּרִיּוֹת שֶׁדוּחָהּ לֹא תַעֲשֶׂה) (שַׁבְּתוֹרָה). These principles are reflected in biblical sources as well — Genesis 5:1-2 affirms that humanity was created in God's likeness, and Leviticus 19:18 commands us to love our neighbor as ourselves. Contemporary halakhic discussions continue to emphasize the ethical weight of dignity; in their Conservative responsum *Homosexuality, Human Dignity, and Halakhah*, Dorff, Nevins, and Reisner assert: "We approach this challenging subject with reverence for God, humility, and with respect for the dignity of humans, all of whom are created in the Divine image."

preferences — even in details as small as color — becomes a deeply Jewish ethical act.

While personal preferences should be respected, it is equally important to specify when substitutions may be made due to external constraints such as:

- Limited availability of the preferred item.
- Significant price changes that would make the purchase financially unwise.
- More cost-effective alternatives with equivalent functionality.

A buyer should instruct their agent on which preferences can be ignored and, if applicable, what alternative options are acceptable. If a substitution must be made, the agent should either choose freely or follow an ordered list of preferences (e.g., a second-choice color, a different model, or a different brand), as determined by the principal. As for the realm of craft brewing, certain specialty ingredients may become unavailable due to seasonality or supply chain issues. If a specific hop or yeast strain is unavailable, a brewer must decide whether an alternative will yield a comparable result or whether the recipe must be modified entirely.

A seller who has multiple similar items should also specify whether it is permissible to sell an alternate item instead of the one originally listed. If a buyer expresses strong interest in an item the principal had not intended to sell, the agent must know whether they are authorized to make the sale. If so, the principal should indicate whether the alternate item should be priced the same as the originally intended product or adjusted based on its rarity, desirability, or personal value.

- **Amount**, or quantity, must be clearly defined in any transaction involving items (*metaltelin*, מֶטֶלְטֵלִין) or land (*karka*, קֶרְקָע). *Choshen Mishpat* 182:8-9 underscores that an agent may not deviate from the specified amount, whether selling more or less than instructed. Even small deviations can create financial loss or logistical complications for the principal.⁵⁰ The *Shulchan Arukh* provides three primary terms for specifying quantity:
 - *Minyan* (מִנְיָן) — for items counted in individual units (e.g., books, tools, packaged goods).
 - *Mishkal* (מִשְׁקָל) — for items measured by weight (e.g., flour, spices, metals).
 - *Midah* (מִדָּה) — for items measured by volume or dimensional measurement (e.g., liquids, fabrics, real estate).

Failure to specify amount can result in financial loss. If an agent sells too much, the principal may lose property they intended to retain⁵¹. If they sell too little, they may be left with unwanted surplus that requires additional transactions — potentially at a loss or inconvenience⁵². Additionally, many industries follow standardized packaging or bulk quantity practices that must be considered:

- Fabric or textiles are typically sold by the yard or meter and come in pre-cut rolls.

⁵⁰ Although the specific scenario concerns selling rather than buying, we may understand the wisdom of quantity specification to be more broadly applicable. A principal requiring a minimum quantity for future use could be disadvantaged if their agent purchases too little, while buying more than needed could result in financial strain, waste, storage complications, or the need for resale.

⁵¹ ChM 182:8 warns that selling more than the specified amount could cause unintended loss, as the principal may have had alternative plans for retained property.

⁵² ChM 182:9 highlights that selling less than the intended amount could burden the principal with additional transactions, forcing them to resell surplus or reorganize their holdings.

- Grain or produce is often sold by the bushel⁵³, sack, or crate, requiring exact specifications for uniformity.
- Construction materials (e.g., cement, bricks, lumber) follow pre-set weight or quantity limits.
- Wholesale food or beverage purchases (including craft beer!) are often measured by cases, pallets, or barrels, rather than individual units.

Contracts should clarify how to handle excess product received at no additional cost. *Choshen Mishpat* 183:6 states that when market prices are fixed and an agent receives more than the agreed amount, the extra belongs to both the agent and the principal, to be split equally. However, if there is no fixed market rate, the surplus belongs entirely to the principal. Contracts should specify whether an agent:

- May keep excess goods as compensation or must return them to the principal.
- Is permitted to sell the surplus independently or must include it in the principal's inventory.

Clear quantity expectations in a contract minimize confusion, prevent financial disputes, and ensure that transactions align with the principal's intentions.

⁵³ The term used in Talmudic and post-Talmudic *halakhic* texts for a measurement of crops and produce was “*se’ah* (סאה)”. In *Choshen Mishpat* 182:8-9, we see this term in the context of agrarian transactions that involved wheat and barley. A *beit se’ah* (בֵּית סָאָה), on the other hand, refers to a portion of a field that is used to grow a *se’ah* worth of grain. Given the use of this phrase in the same siman, we may conclude that instructions to sell or buy the correct amount of something extends beyond *metaltilin* to *karka* as well.

- **Size, Weight, and Dimensions** should be specified where applicable. *Karka* has length (*orekh*, אורך) and width (*rokhav*, רוחב)⁵⁴, which must be clearly defined⁵⁵. *Metaltelin* may require weight (*mishkal*, משקל) or volume (*midah*, מידה), depending on the item and industry standard. Some products are inherently two-dimensional, such as textiles measured by length, while others are three-dimensional, such as furniture, where height, width, and depth must all be accounted for. Pharmaceuticals require precise specification regarding weight, dosage, or unit quantity, ensuring clarity for transactions. Certain industries use standardized bulk measurements that should be considered:
 - Textiles are measured by the yard, meter, or roll, with pre-set widths.
 - Liquids (e.g., wine, oil) are measured by volume (e.g., liters, gallons, barrels).
 - Metals and precious materials are measured by weight (e.g., ounces, grams, karats).
 - Building materials (e.g., bricks, lumber, cement) follow pre-set weight or quantity limits.
 - Grain and produce may be measured by weight or volume, depending on market norms.
 - Bulk goods may be counted in individual units or sold in cases, dozens, or pallets, necessitating clarification. Failure to specify exact measurements

⁵⁴ ChM 267:14. *Choshen Mishpat* 182—188 does not use these specific terms, but as mentioned above, it does utilize the phrase *beit se'ah*, which referred to a portion of the field used to grow a particular weight-based amount of grain. The same principles applied to plots of land of uniform or specific size (acres, hectares) may also be applied to non-uniform unspecified plots of land, such as when a landowner's property is divided into distinct charted "lots".

⁵⁵ Any other key features of the land should be disclosed or requested and discussed ahead of time, including still or moving bodies of water, differences in topography, history of usage, man-made structures, and so on. This aligns with the halakhic emphasis on transparency in business dealings, ensuring that all relevant details are made available so that buyers can make fully informed decisions. Rather than assuming which factors are significant, the seller or agent should provide comprehensive information, allowing the buyer to determine what aspects are relevant to their needs.

can lead to disputes or unintended financial consequences. A miscalculation in real estate could result in acquiring less land than expected or overpaying for more land than needed. Misjudging product dimensions might lead to unexpected shipping costs, storage issues, or functional incompatibilities.

Industry standards often vary within the same product category, requiring additional clarification in contracts. If a product is available in multiple packaging sizes, the principal should specify whether cost efficiency or a particular quantity or brand takes priority. Certain bulk goods, for example, are available in standardized packaging, but purchasing decisions might depend on storage capacity, shipping costs, or intended resale. Similarly, when acquiring raw materials, should an agent prioritize quality over cost, or vice versa? By clarifying these priorities in advance, principals prevent misaligned transactions and ensure agents act in accordance with their expectations. Returning again to the example of craft beer, the size and format of packaging impact both logistics and branding. A beer intended for retail must be clearly labeled as a 16-ounce can or a 12-ounce bottle, as different formats appeal to different consumer expectations. Similarly, kegs come in various sizes, and ensuring the correct dimensions prevents delivery and storage issues for distributors and event venues.

Additional physical characteristics of land should be disclosed in a contract to ensure clarity and prevent disputes. Transparent disclosure is recommended regarding:

- Bodies of water (e.g., streams, wells, irrigation access).
- Topography (e.g., elevation changes, soil quality).
- History of use (e.g., previous agricultural or industrial applications).

- Man-made structures (e.g., fences, roads, underground piping)⁵⁶.

Clarity in size and measurement specifications minimizes disputes and protects both parties from miscalculations, unexpected costs, or contractual disagreements.

- **Condition** must also be defined. While *Choshen Mishpat* 182-188 does not use a single term for "quality"⁵⁷, these sections emphasize the importance of an agent adhering strictly to the principal's instructions, ensuring that the item meets expectations. Therefore, we may extrapolate the need for clear specifications in cases where an item's quality, usability, or acceptability could vary. A principal may wish to specify:
 - Whether an item should be new or used
 - Whether it should meet a particular durability standard
 - Whether minor defects (such as cosmetic damage) are acceptable
 - Tolerances for wear-and-tear, factory defects, or custom modifications
 - Whether food or other perishable items must be fresh, within a certain expiration period, or stored under specific conditions⁵⁸

⁵⁶ While *Choshen Mishpat* 182—188 does not explicitly require detailed disclosure of physical land characteristics, ensuring transparency about features like bodies of water, topography, history of use, and man-made structures is advisable. Such transparency can prevent future disputes and ensure that both parties have a clear understanding of the property's attributes.

⁵⁷ Previously mentioned categories of specifics address *quality*, including *type*, *size*, *weight*, and *dimensions* (*amount* addresses *quantity*), the subset of *quality* that is considered within this category (*condition*) includes characteristics that are not typically measured (or more difficult to measure) and have a wide spectrum of variability (e.g. length of time since produce was harvested, size and location of dent on an object, readability of a marked-up book, etc).

⁵⁸ *Choshen Mishpat* 155:2 discusses restrictions on operating certain types of businesses beneath storehouses, as the heat, odors, and environmental conditions created by these activities can ruin stored food. The text states that one may not operate a bakery, dyeing workshop, or cattle barn underneath a storehouse because the heat will damage the produce ("מִפְּנֵי שֶׁהָחֹם מְפַסֵּיד פְּרוֹת הָאוֹצָר"). Similarly, it prohibits activities that generate vibrations or loud noises that could spoil wine. This demonstrates a longstanding halakhic awareness of food perishability, reinforcing the importance of considering storage conditions, environmental exposure, and quality assurance when purchasing perishable goods.

- How to handle used goods (e.g., books, machinery, or electronics)⁵⁹
- How to classify and assess modified products (e.g., self-driving vehicles, genetically modified foods, or customized industrial equipment)

For an American brewery, product condition is not just a matter of taste but also federal and state legal compliance. If beer is improperly stored and exposed to heat, oxidation can occur, ruining the product before it ever reaches customers. Likewise, draft beer must be handled according to strict freshness guidelines, ensuring that customers receive it as intended. Since modern commerce includes more complex quality gradations, contracts should provide clear standards for acceptability in order to prevent disputes⁶⁰. Additionally, when an agent receives an item that does not meet the agreed-upon specifications, the

⁵⁹ The resale of used goods varies by industry and often requires additional considerations. For example, books may be classified as “like new,” “gently used,” or “acceptable,” affecting price and desirability. Technology (e.g., refurbished phones, laptops) and musical instruments often come with different warranty levels, repair histories, or graded conditions that should be accounted for in contracts. Vehicles, including both standard used cars and collectible models, require transparency regarding mileage, prior accidents, service history, lease vs. purchase terms, and warranties. Collectible items (e.g., rare books, artwork) may fluctuate significantly in value based on provenance, original packaging, or restoration work. These distinctions should be explicitly addressed in contracts to avoid disputes over item condition and authenticity. Jewish business ethics, as codified in *Choshen Mishpat*, emphasize the importance of full disclosure in commerce. ChM 228:6 prohibits misleading others in business transactions, requiring sellers to inform buyers of any known defects in the item being sold: “Any seller who knowingly withholds information about a flaw in the item being sold transgresses the prohibition against deceit.” ChM 228:9 further forbids artificially enhancing an item to deceive buyers into thinking it is of higher quality: “A person may not enhance an item to deceive others into thinking it is of better quality.” This includes practices such as dyeing an older slave’s beard to make them appear younger or artificially fattening an animal before sale. Additionally, this section establishes that a seller cannot assume what is or is not important to a buyer, as “Even if the buyer is a gentile, he cannot sell non-kosher meat with the presumption that it is kosher.” This principle reinforces that it is not the seller’s place to determine what factors a buyer values — ethical business dealings require full transparency, regardless of assumptions about the buyer’s priorities. Beyond prohibitions on deception, Jewish commercial law also includes regulations to ensure fair pricing. ChM 227:1-2 outlines the principle of monetary fraud (אונאה, *ona’ah*), which dictates that overcharging or underpaying beyond a sixth of an item’s market value can render a sale void or necessitate the return of the overcharged amount. This principle establishes a standard for pricing fairness, ensuring that neither party exploits the other due to market ignorance or misrepresentation. These *halakhic* principles emphasize the importance of honesty and transparency in commercial transactions, reinforcing the necessity of contractual clarity when dealing in used or graded goods.

⁶⁰ *Choshen Mishpat* 233 discusses cases where a seller delivers a product of a different type (*min*, מין) or quality than what was originally agreed upon. These rulings emphasize the necessity of clearly defining product specifications in business transactions, as discrepancies can lead to disputes over the validity of the sale and the rights of the buyer and seller to retract or enforce the transaction.

principal must determine whether the agent has the authority to accept or reject the goods. The contract should specify:

- Whether the agent may attempt to negotiate a price reduction
- Whether the agent must return the item immediately
- Whether the agent must consult the principal first before making a decision

Clearly outlining these decisions in advance avoids confusion, legal disputes, and financial loss.

Defining clear product specifications in a contract between a principal and their agent is essential for several key reasons:

1. **Minimizing Risk:** Clearly defined expectations reduce the likelihood of costly errors and prevent the agent from having to make high-stakes decisions under uncertainty. An agent who knows exactly what is required can execute transactions with confidence, reducing errors and preventing misunderstandings.
2. **Enforcing Consequences for Deviations:** If an agent fails to adhere to the specifications, the contract should include appropriate consequences. This ensures accountability and provides recourse for the principal if errors occur.
3. **Defining Allowable Alternatives:** If the requested specifications are unavailable, the contract should determine whether substitutions are permissible. If so, the principal should outline acceptable alternatives (e.g., a second-choice brand, material, or quantity) rather than leaving these decisions to the agent's discretion. For sellers, this also includes specifying whether an alternative item — similar but not identical to what was originally listed — may be sold instead if a buyer expresses strong interest.
4. **Handling Excess Goods:** A well-structured contract should clarify who retains ownership of additional product received at no extra cost. *Choshen Mishpat* 183:6 discusses

situations where an agent receives extra goods due to industry norms or seller generosity. In these cases:

- If the product has a fixed market rate⁶¹, any extra amount should be split between the agent and the principal⁶².
- If the product has no fixed standard (e.g., agricultural produce sold in varying bundles), then the entire surplus belongs to the principal, since they financed the transaction.

This principle recognizes the difficulty of determining what constitutes "extra" in cases where weights, measures, or bulk quantities vary from seller to seller. Without a defined standard, it is nearly impossible to assess whether a surplus exists, let alone how much. By setting clear contractual measurement standards, an agent can establish a baseline for what constitutes "excess" and ensure that they receive any portion to which they are entitled.

The logic of this arrangement can be seen in modern commission structures. Travel agents, for example, may receive special discounts or perks from hotels and airlines due to their role as intermediaries, benefiting both themselves and their clients. Similarly, wholesale businesses secure lower prices from factories than retail stores by buying in bulk, while retail stores act as purchasing agents on behalf of shoppers, leveraging their ability to acquire goods at lower cost from wholesalers. Just as *Choshen Mishpat* structures agent compensation based on whether a product has a standard price, contemporary business models rely on similar principles to determine how commissions and volume-based benefits are distributed.

⁶¹ In many Jewish communities, local authorities or merchant guilds would gather at the city gate or central marketplace to establish standard prices for common goods. This practice helped regulate trade by setting predictable rates based on supply, demand, and other economic factors, ensuring market stability.

⁶² ChM 183:6. The phrase used in the text is "בְּעַל הַמָּוֶט" (*ba'al hama'ot*, master of the money), referring to the principal who funded the purchase. The division of excess goods is contingent on whether there is a fixed market price, but the text does not explicitly state whether the split must be equal. Further clarification is needed on whether the agent is entitled to precisely half or a negotiated share.

Yet while these structures can offer advantages to both principals and agents, they also underscore the need for clarity in contractual agreements. A principal must clearly specify whether any unexpected surplus — whether in goods, discounts, or other financial benefits — belongs to the agent, the business, or both. Likewise, if the agent is expected to leverage bulk pricing or special rates, this should be explicitly outlined to prevent disputes over how such advantages are distributed.

Clearly defining product specifications in a contract minimizes ambiguity, ensuring that all parties understand not only the expectations for what is being bought or sold, but also how deviations — such as shortages, surplus, or pricing adjustments — should be managed. Proactively addressing these concerns before a transaction occurs helps prevent miscommunication, financial loss, and ethical dilemmas, ultimately strengthening the integrity of the business relationship.

Further Research

While this paper has focused on several key provisions derived from *Hilkhot Shluchin* that should be addressed in a modern contract for hiring an agent, especially regarding the value of specificity and transparency in communication, there remain additional *proactive* topics that warrant further exploration. As commerce continues to evolve, these considerations provide a framework for ensuring that business agreements remain aligned with both ethical and *halakhic* principles. Expanding upon these topics would enhance clarity, mitigate disputes, and reinforce transparency and accountability in agency relationships. Furthermore, a complete contract would ideally outline several other components of the agent appointment process, as well as standard protocols in agent-coordinated transaction, and protections for various parties involved in the transaction directly or indirectly. Several of these items can be found below.

Additional Proactive Topics to Explore

- Market Rate Fluctuations & Timing (ChM 182:7) – A contract should account for potential market changes between the time of agreement and execution to prevent financial discrepancies.
- Amount and Buyer Flexibility (ChM 182:8—11) – Clarity is needed on whether an agent may adjust the quantity of goods or negotiate terms with buyers beyond initial instructions.
- Setting Prices and Pricing Flexibility (ChM 185:6) – Defines whether an agent has discretion in adjusting prices based on supply, demand, or unforeseen circumstances.
- Agent's Ability to Purchase for Themselves (ChM 183:1—3, 185:2) – Establishes guidelines on whether and under what conditions an agent may buy an item intended for the principal for their own use.

- Handling Unexpected Profit (ChM 183:6; 185:1) – Specifies how unanticipated financial gains (e.g., bulk discounts, bonus goods) should be allocated between principal and agent.
- Responsibility for Losses (ChM 185:1) – Determines whether the principal or agent bears liability for lost or damaged goods due to errors, negligence, or external factors.
- Perishable Item Storage (ChM 187:4) – While not explicitly detailed in *Choshen Mishpat*, a contract should address proper handling and storage of perishable goods to prevent unnecessary loss.
- Involvement of an Ineligible Party (ChM 188:2) – Ensures that transactions comply with halakhic eligibility requirements, particularly when dealing with agents who may not meet legal criteria.

Additional Core Elements in an Agent-Coordinated Transaction

To fully integrate values from *Hilkhot Shluchin* into modern business agreements, a comprehensive contract should include the following provisions:

- Official Processes: The Role of Witnesses, Outside Parties, and Kinyan – Specifies the need for formal witnesses or legal acts of acquisition (kinyan) to validate agency agreements.
- Guarantees, Oaths, & Insurance/Assurance – Outlines mechanisms for protecting against loss or damage, including oaths affirming an agent's honesty or requirements for financial assurances.
- Indemnification – Defines responsibility for covering financial losses, legal disputes, or unforeseen costs incurred by the agent in fulfilling their role.

- Eligibility – Establishes who can serve as an agent based on factors such as mental competence, age, gender, social status, and Jewish or non-Jewish identity.
- Payment – Clarifies agent compensation structures, commission agreements, and conditions for receiving payment based on successful transactions.
- Brokerage – Details the rights and responsibilities of brokers, particularly in high-value or commission-based transactions.
- Automatic Shaliach Status – Addresses situations where an individual may be presumed to have acted as an agent without explicit appointment, based on industry norms or prior conduct.

Conclusion: Bridging *Halakha* and Business — From Theory to Practice

At its core, Hilkhot Shluchin is about more than just agency law. It is a system designed to ensure trust, accountability, and fairness in business relationships. These principles — clarity in agreements, ethical responsibility, and the careful navigation of financial transactions — are just as relevant today as they were when they were first articulated. Engaging with these texts is not simply an intellectual exercise; it is a way to root modern business ethics in a Jewish tradition that has been grappling with these questions for centuries.

This paper, in turn, sits at the intersection of Jewish law, ethics, and commerce. It has sought to do more than simply analyze halakhic rulings — it has aimed to extract their underlying values, demonstrate their relevance, and offer a structured approach to applying these principles in contemporary business settings. While this paper functions as an academic exploration of Jewish business ethics, it is also meant to serve as a practical resource: a guide for Jewish professionals, entrepreneurs, and business leaders seeking to bring halakhic wisdom into their commercial dealings.

For me, this is not just an abstract project. The values embedded in *Hilkhot Shluchin* — honesty, transparency, fairness — are the very same values I hope to build into Shmaltz Brewing Company. Shmaltz is not just a business with a Jewish name or a brand that markets to a Jewish audience. It is an intentional experiment in ethical business — a venture that asks what it means to run a company in a way that reflects Jewish ideals. Just as *Hilkhot Shluchin* insists on clear agreements between principals and agents, Shmaltz will strive for transparency in its partnerships, fair dealings with its suppliers and employees, and an ongoing commitment to ethical responsibility.

More broadly, this paper serves as a proof of concept for what Jewish business ethics could look like today. Jewish business law has been part of halakhic discourse for generations — but what if it became a larger part of how Jewish businesses actually operate? What if more Jewish professionals saw *halakha* not just as a body of ritual law, but as a living conversation with real-world applications in their professional lives? What if modern businesses, Jewish or not, took the principles of trust, transparency, and accountability as seriously as these texts demand?

Of course, *halakha* has always developed in response to lived experience. The texts of *Hilkhot Shluchin* were never meant to remain static — they were meant to be engaged with, interpreted, and applied to new realities. That is exactly what this paper has aimed to do. And that, ultimately, is what Shmaltz Brewing aspires to do as well: to take Jewish wisdom and translate it into practice, to bring Jewish ethics to the table — not just in theoretical discussions, but in the way business is actually done.

As this work continues, the conversation remains open. Whether one is a rabbi, a scholar, a business owner, or a consumer, these ethical questions belong to all of us. The Jewish legal tradition does not just dictate — it invites us to participate, to contribute, and to shape its next chapter. And so, as I move forward with this work — both academically and

professionally — I pray that this paper will not just stand as an analysis of *halakhic* business ethics, but as a small step toward living them.

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