

Paying Vendors in a Timely Manner

Rabbi Baruch Fried

Case: In our school we have a constant stream of suppliers for things like office supplies. A colleague of mine was surprised that we always pay our vendors in full and on time, claiming I was “one in a million”.

Question: We could certainly use having some extra cash on hand; can we go with the flow and delay or withhold some payment? “Everybody does it”. Is that a valid excuse?

Answer: There is an oft-quoted phrase found in the Yerushalmi [Bava Metzia 7:1] “*minhag mevatel halacha*”. Taken literally, it means that even if Halacha demands one thing, common custom can redefine and/or nullify the Halacha. From there, one could argue that although Halacha demands that a buyer pay for delivered goods exactly as stipulated in the service agreement; if common custom is not to do so, one can be excused for not paying on time, or in full etc.

This understanding is patently flawed. The Rishonim already caution that when it comes to Halachos involving prohibitions like *ribbis* or *yerusha*, usury or the laws of inheritance, the common custom holds no sway whatsoever. To follow common custom in these matters would be uprooting the entire Torah [Rashba]. Furthermore, Tosafos [Bava Basra 2a] prove that even where the custom is not contrary to a Torah prohibition; if it is a *minhag garua* a deficient minhag, it is not to be followed. Chazon Ish explains: the reason minhag creates a halacha is either because it is generally beneficial for the populace and can be looked at as if they originally agreed to it, or they purposely accepted it similar to a takana of a bais din. This precludes any improper custom that normal people would not agree to as a *l'chatchila*. Not living up to clearly specified agreements, even if it's unfortunately widespread, is certainly a *minhag garua* and may not be followed.