



Business Weekly

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STORYLINE

secondhand siddur

Mr. Yankel Schreiber ran a business of used seforim. He would often come to shul with a "new" siddur. These siddurim may have been new for him, but they were often antiques - occasionally over a hundred years old.

He came to shul one morning with a siddur that was almost two hundred years old. It had been the personal siddur of a Chassidic Rebbe. After shacharis, he showed it to his friend, Eliezer.

"How'd you get it?" Eliezer asked.

"A young fellow, with a small kipa on his head, walked into the store," Mr. Schreiber replied. "His grandfather recently died and he cleaned out the apartment. A few items were antiques, but most were just old stuff that had to be junked."

"What about the seforim?" asked Eliezer.

"There were a few seforim in reasonable

Business Weekly has
been dedicated

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

By Rabbi Meir Orlan

Halacha Writer for the Business Halacha Institute

condition, including this siddur," replied Mr. Schreiber. "The grandson showed it to me and asked what I would pay for it.

"I realized this could be a great deal," concluded Mr. Schreiber. "I tried my luck and offered him \$500 for the siddur. He agreed and walked out of the store smiling."

"How much is the siddur really worth?" asked Eliezer.

"He could probably get \$1,000 from any dealer," said Mr. Schreiber, "and I can surely sell it to a collector or museum for much, much more than that."

"Show the siddur to Rabbi Tzedek," said Eliezer. "He loves old seforim!"

"Shalom aleichem!" Rabbi Tzedek greeted him. "Is that another new siddur?"

Mr. Schreiber proudly showed the siddur and related the story, ending, "It was such an inspiration to daven with the siddur of a

true tzaddik!"

Rabbi Tzedek furrowed his brow and said sternly, "I am afraid that your davening this morning was a mitzvah haba'a ba'aveira, a mitzvah done through sin!"

Mr. Schreiber recoiled in shock. "What do you mean?"

"You knew that you were dealing with a valuable sefer, and took advantage of the grandson's ignorance by underpaying him," said Rabbi Tzedek. "This is a violation of the prohibition against ona'ah, unfair pricing."

"I thought that 'ona'ah' means overcharging," said Mr. Schreiber.

"It doesn't make a difference who cheats whom of a fair price," explained Rabbi Tzedek. "Just as the seller cheats the buyer if he overcharges, the buyer cheats the seller of a fair price if he underpays (C.M. 227:1)."

"But the whole used seforim business is

continued on reverse side

FROM OUR HOTLINE

two for the price of one

Submitted by
M. S. R.

My car was in the shop for some desperately needed repairs. I had no choice but to call a car service to get to kollel. As soon as I got off the phone with the car service, Shimon, my neighbor, called and asked me how I was getting to kollel, since his car had a flat tire. I told him that I had called a car service and they would be at my house in five minutes. He hurried over and we made

it to kollel just in time for seder.

I asked him to reimburse me for half the cost of the ride, but to my surprise, he told me that he didn't think he had to pay anything. Since I had called the car service and expected to pay the entire cost myself, he claims exemption, because his presence did not cost me extra money.

Q: Does the principle of "zeh neheneh v'zeh lo chaser" (one benefited and the other did not lose) apply to our case, as Shimon claims?

A: Rema (Choshen Mishpat 264:4) discusses the question of paying for the benefit one receives when a friend does a job and he benefits from that effort.

continued on reverse side



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STORYLINE CONTINUED

built around this," insisted Mr. Schreiber. "I buy entire libraries of used seforim in the hope that a few of the seforim will turn out to be valuable!"

"If you buy a lot blindly, it is considered a business gamble and is permissible according to most poskim (Cf. Chochmas Shlomo 227:2)," explained Rabbi Tzedek. "However, since the grandson brought you this specific sefer and relied on your expertise to evaluate it, it falls under the category of ona'ah to take advantage of his ignorance and pay him much less than it's worth."

"But how much should I have paid?" asked Mr. Schreiber. "There is no real 'book value' for antique specialty seforim; the price depends mostly on how much the buyer desires it. The average dealer would pay about \$1,000; an avid collector would pay \$10,000; a museum building an exhibit of these siddurim might pay \$20,000."

"It is true that it is hard to assign a specific value to old seforim," answered Rabbi Tzedek. "For this reason, there is usually no

issur of ona'ah when dealing with antiques (Pischei Choshen 10:13). However, if you say that any dealer would pay at least \$1,000 for it and he came to you as a dealer, the 'fair market value' would be a minimum of \$1,000."

"What should I do now?" asked Mr. Schreiber.

"When there is a clear price differential of more than 1/6," answered Rabbi Tzedek, "the buyer is entitled to revoke the sale (C.M. 227:4)."

"Do I have to make an effort to find the fellow and notify him?" asked Mr. Schreiber.

"Ona'ah is a form of theft," answered Rabbi Tzedek. "Therefore, you are obligated to return it (SM"A 227:1).

"You should notify the grandson that the siddur was worth significantly more than \$500, and he can come and take it back. Then, you can work out a fair price with him. If the grandson chooses not to come back, you can keep the siddur and assume that he forfeited his claim (C.M. 367:1; 227:7)."

FROM OUR HOTLINE CONTINUED

For example, if two people were imprisoned and one of them spent money to secure their release, the second person is obligated to pay for the benefit he receives. This holds true even though he never agreed to pay for that benefit.

There is, however, an exception to this rule. If it is evident to Bais Din that the first person did not spend any extra money to secure the release of the second person and he would have been prepared to spend the necessary money to secure his own release anyway, his friend is not obligated to share in the expense because of the principle of "zeh neheneh v'zeh lo chaser."

When we apply these principles to your case, it emerges that Shimon is not obligated

to pay you for the car service ride. Since you were prepared to pay for the ride for yourself even without splitting the cost with another passenger, and it didn't cost anything extra to have him in the car with you, it is indeed a case of "zeh neheneh v'zeh lo chaser."

If, however, the cost of the trip increased because there was a second passenger, then he would be obligated to share the cost of the ride with you.

Alternatively, if the two of you had agreed to take a car service together before the car was ordered, Shimon would be obligated to share the cost.

Please contact our confidential hotline with your questions & comments

877.845.8455 ■ ask@businesshalacha.com

MONEY MATTERS

defective merchandise week #9

Q: I bought a printer that carries a manufacturer's one-year warranty. When I plugged it in to use it, it did not work at all.

Must I ship the printer to the manufacturer for replacement, or can I demand that the store exchange it?

A: Although the seller of your printer also

bought the printer in a closed box and had no way of knowing about the defect, he is still responsible to sell working items to his customers.

Therefore, since the printer did not work at all and was defective from the start, the sale is void and the seller has to exchange it or refund your money.

This would apply even if the seller would be

unable to reclaim the money from his supplier, such as if the supplier went out of business (Rama C.M. 232:18).

In this situation, as we have seen many times before, if the common commercial practice is that the manufacturer's warranty relieves the seller of any responsibility, we would follow this practice.

WEEKLY STUDY GROUP

Mi Shepara:

When is an agreement final?

Monsey Night Seder Bais Medrash 29 Parker Boulevard **Sunday Mornings**
Chavrusos/Prep Shiur: 9:30 - 10:45 am Shiur: 10:45 - 11:15 am

**For more information, please contact Aron Subar at
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