Aron Friedman and his four friends' special relationships began years ago while playing stickball on Friday afternoons on a quiet sidestreet in Flatbush.

Now, twenty years later, they studied Talmud together in the Lakewood Yeshiva. However, Friday afternoons still retained its unique comradery hours, as the young men would often rent a car and cross the Verazzano together to spend Shabbat in Flatbush.

One frigid Friday morning, Aaron rented a dyno blue pearl Honda Civic from Enterprise for $60 for the weekend. Each friend paid him $12 for their part. Gas and tolls, they'd split as well.

Friedman and friends intended to head back to Lakewood at 7:00 AM on Sunday morning.

On Saturday night, Yona and Levi called Friedman and told him that they found a ride back that night and as such would not be traveling back with the Friedman crew.

Two seats now remained vacant.

Mr. Cook heard about the vacant seats to Lakewood at a local Chinese Auction, contacted Friedman and requested to send his six year old grandson Eli Cook back to NJ with them, willing to pay for his seat.

One seat remained vacant.

Yona and Levi each paid $12 and earned a right to ride both ways. Eli sat in one seat.

Whose seat did Eli sit in; Yona's, Levi's, or Aaron Friedman's?

Does Eli pay Yona, Levi, both or Aaron?

What's the Law?

What's the Law?

Please email us with your comments, questions, and answers at weekly@projectfellow.org

LAST ISSUE’S CASE 271: TOM THE TRUCKER

Karmin's Cleveland's Customized Kitchen Corner featured a broad array of Contemporary, Country, Old World, Rustic, Traditional, and Transitional kitchen designs.

Karmin quickly earned a reputation for integrity, reliability, and exceptional workmanship.

Relocating to Serenity Lane, near the Telz Yeshiva, the Brauns ordered a long rustic table and matching chairs to suit their aged wooden kitchen decor.

At $200 for the job, Karmin commissioned Tom the Trucker to deliver the order and assemble the pieces.

Tom’s prudence though, was no match for the Thanksgiving drunken driver who spun out of nowhere, and decimated Karmin’s truck. Tom did not survive.

Sure, Karmin had some accounts to settle with Braun and the drunken’s insurance company...but what about Tom? Tom’s heirs demanded their dad’s pay. Karmin argued that the job had not been completed.

According to Torah law, is Karmin required to pay Tom’s heirs for the uncompleted job?
WHAT’S THE LAW?™ – ISSUE 155: FROM LAKEWOOD TO FLATBUSH & TOM THE TRUCKER

The Answer

Karmin commissioned Tom to complete the job for $200. As the truck was decimated, Karmin received no benefit from any of Tom's work. Consequently, Karmin is absolved from paying Tom's heirs anything.

Two Exceptions:

A] Were Karmin to have hired Tom for an hourly wage, or else, benefited from an element of the service rendered, Karmin would pay the hourly wage/the value of their benefit received to Tom's heirs.

B] Were Karmin to have prepaid Tom, Karmin may not compel Tom's heirs to return any of the money exceeding the value of the service rendered.

Detailed Explanation

Tom the Trucker invokes the following laws:

1. A commissioned B to perform a defined service. After performing part of the service, B legitimately (see Choshen Mishpat 333: 1-4) backed out of the job. A pays B for any benefit he/she received from having part of the service rendered. A is absolved from paying B if he/she received no benefit from a partial service rendered [Choshen Mishpat 333, Nesivos 333: Biurim 9].

2. A commissioned B to work for a specified time period. B fell ill; whereby becoming incapable of working. Barring contractual agreements, A is absolved for paying for the time B was unable to perform.

3. A prepaid B. B fell ill; whereby becoming incapable of working.

3.1 Rema maintains that A assumed the calculated risk that an uncontrollable phenomenon like illness may occur and nevertheless willingly awarded the money to B. As such, A may not demand B to refund the money if uncontrollable circumstances indeed occurred and deemed it impossible to complete the contract.

3.2 However, Sha”ch opines that by nature, an employer does not “purchase an employee, come what may” but merely pays for services rendered. As such, A may demand B to refund the wages forwarded for services ultimately not rendered [Choshen Mishpat 333: 5, Sha”ch 25].

4. A prepaid B. B died.

4.1 In line with Rema’s aforementioned school of thought, Aruch Hashulchan rules that A may not compel B’s heirs to refund him/her for the part of the service not rendered [Aruch Hashulchan Choshen Mishpat 329:2].

4.2 In line with Sha”ch’s school of thought, Nesivos rules that A may not compel B’s heirs to refund him/her for the part of the service not rendered if the heirs wish to complete their father’s job. Otherwise, A may compel B’s heirs to refund the wages forwarded for services ultimately not rendered [Nesivos: Choshen Mishpat 329:1].

Application

As opposed to receiving an hourly wage, Tom was commissioned to complete a job. Karmin’s truck was decimated. Tom did not survive. Karmin did not benefit from Tom’s services and as such is absolved from paying Tom or his heirs.

Were Karmin to have prepaid Tom for his services, Nesivos would rule that Karmin may not demand the heirs to refund the money if they are willing to perform the job. Aruch Hashulchan would rule that. Karmin could never compel Tom’s heirs to refund the money.

That being said, as in general with two legitimate conflicting views, we would respect the status quo and permit the heirs to keep the money without having to ship a kitchen for Karmin. ✦