



Business weekly

PARSHAS VAEIRA
FRIDAY, **DECEMBER 31, 2010**
ISSUE #39
under the auspices of
Harav Chaim Kohn, shlita

a project of the **Business Halacha Institute**

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

STORYLINE

up in the air

By Rabbi Meir Orlan

Halacha Writer for the Business Halacha Institute

"Storms tonight with very strong winds," the meteorologist announced. "Gusts will reach 50 mph."

Throughout the afternoon, clouds gathered in the sky. The wind began picking up and the trees started swaying back and forth.

"You'd better fasten the outdoor tables and chairs, so that they don't go flying," Mrs. Spitz warned her husband.

Sammy Spitz went outside and chained the chairs to the table, adding a few weights for good measure. "That should do it," he said to his wife. "The combined weight will hold them down."

As the evening wore on, the wind continued to gain force. The trees began to sway wildly. The table lifted slightly from time to time. "I'm really worried about the table," said Mrs. Spitz. "The wind can send it flying!"

Sammy looked out the window and watched

the table for a few minutes. "It's lifting a bit in the wind, but it can't go anywhere. It's got the chairs and weights attached to it."

The family continued to go about their business. All of a sudden, the howling of the wind was punctured by a loud "Crash," and the piercing wail of a car alarm.

Mr. and Mrs. Spitz ran outside. An exceptionally strong gust had lifted the entire bundle of table, chairs and weights and hurled them into their neighbor's car!

"I can't believe the wind did that," said Sammy, shaking his head. "I've never seen it pick up something that heavy!"

As they were speaking, Benny Morgenstern, the neighbor, rushed outside to assess the damage. Fortunately, the car's windows were not smashed, but there were several dents in the car.

"I'll contact my insurance," Benny said to

Sammy, "but I assume it's your liability."

"I guess it is," said Sammy sheepishly, "but I'm still shocked that any wind could lift up that whole thing."

Meanwhile, some other neighbors came to see what happened, and soon a discussion began about whether the Spitzes were liable or not. "They didn't do the damage," declared one neighbor confidently. "It was an accident caused by the wind."

"So what?" argued another. "It was their table that caused the damage."

"But with that kind of wind, there was nothing they could do," responded the first.

"They could have chained the table down to something," retorted the second.

Mr. Spitz and Mr. Morgenstern heard the argument. "Perhaps we should talk this over with Rabbi Tzedek?" suggested Benny.

"Certainly," Sammy replied.

continued on reverse side

FROM OUR HOTLINE

Submitted by
M. C. D.

carpool collector

I am one of a group of people who travel every day with a hired driver. I'm in charge of collecting money from all participants every week. I keep the money in a special wallet and pay the driver at the end of the month.

Q: Am I allowed to use the collected money for my own purposes, and then "repay" it at the end of the month when I

pay the driver?

A: Shulchan Aruch (C. M. 292:7) rules that a shomer (custodian) who was given money for safekeeping is allowed to use it for personal use as long as it was not bundled in a way that indicates that the depositor did not want it to be used. The depositor's intent is that his money should be safe and available

when he wants it. Using the money before the depositor asks for it does not violate the terms of custodianship as long as it can be made available when needed. This law would allow you to use the money until it is time to pay the driver. The application to this case, though, is not simple. Nesivos (see Pischei Teshuva 292:2 but see Shach 131:35) holds that the allowance to use

continued on reverse side

Live a Life of Design, Not Default

Life-Coach

Personal • Family • Career

MR. AVI SHULMAN

IN PERSON OR BY PHONE **845.352.1175**

5TOWNS
Jewish Times

To place your logo here,
email
info@businesshalacha.com

EMAIL SUBSCRIBE@BUSINESSHALACHA.COM FOR A FREE SUBSCRIPTION TO BUSINESS WEEKLY

STORYLINE CONTINUED

The two met with Rabbi Tzedek the next morning. Mr. Spitz provided details of the case and asked: "Am I liable for damage caused by my table that was hurled by the wind?"

Rabbi Tzedek answered: "A person is liable for damage caused by an object of his that was hurled by a normal wind, but not one hurled by an unexpected one. However, when a storm is known to be approaching, he is responsible for any item that can be hurled by such wind."

Rabbi Tzedek then elaborated: "The Gemara (B.K. 6a) teaches that if a person left his rock or bundle on a roof and they were hurled by a normal wind, he is liable for damage they cause."

"In which category of damage is this included?" asked Benny.

"If they caused damage while being hurled, it is included in the category of aish (fire), which is defined as damage caused in conjunction with an external force, such as the wind," Rabbi Tzedek explained. "If they caused damage after landing, such as if someone fell on them,

it is included in the category of bor (pit), which is defined as damage caused by an obstacle (C.M. 411:1 and SM"A 411:1)."

"What if the damage is caused by an unexpected wind?" asked Sammy.

"If the objects could not have been blown off the roof by a normal wind, but were blown by an uncommon wind, the person is exempt," answered Rabbi Tzedek. "This is because he had no reason to expect that they might be blown, and was not negligent in placing them there (C.M. 411:2; Lechem Mishneh, Hil. Nezikin 14:16)."

"But what if he knew there would be strong winds?" asked the neighbor.

"If the person placed the objects there when the unusual winds were already blowing, he is liable, since he was negligent in placing them there under such circumstances," answered Rabbi Tzedek. "The same would be if he knew a storm was approaching (see Rama C.M. 418:9 and 307:3). Therefore, Mr. Spitz must pay for the damage."

FROM OUR HOTLINE CONTINUED

money in one's possession does not extend to a shaliach – an agent. The rationale for the distinction is that the money was not given to the agent to remain in his possession. It was given to him for the purpose of carrying it to fulfill his agency. By using the money for personal purposes, the agent violates the terms of his agency; thus, it may not be done. Accordingly, since you act as the agent for your friends to pay the driver, it follows that you should not be permitted to use the money for yourself. There is, however, a difference between your case and a regular agent. In most circumstances, monies given to an agent are designated for a task to be performed with that money. In your case, you assume the responsibility to pay the driver by col-

lecting money throughout the month, and then pay the driver at the end of the month with the money that you collected.

As such, you play both roles. You act as a shomer on the money collected from the other passengers for the majority of the month. It is only at the end of the month, when you pay the driver, that you act as the shaliach for the others. Therefore, during the earlier part of the month, you are playing the role of a shomer and may use the money in your possession. Additionally, a reasoning suggested by Pischei Teshuva (359:3) indicates that if the amount of money that is collected and given to the driver is an amount that is readily available to you, it would certainly be permissible for you to use the collected money.

Please contact our confidential hotline with your questions & comments

877.845.8455 | ask@businesshalacha.com

MONEY MATTERS

business competition week #8

Q: May I browse a store's showroom if I don't actually intend to buy anything there?

A: It is prohibited to cheat a person monetarily (ona'ah) or emotionally (ona'as devorim). You may not ask a seller how much an item costs when you have no interest in buying. This gives the seller the impression

that you might buy, and he is disappointed when you don't. It also distracts him when he could deal with other customers (C.M. 228:1,4).

Walking into a store similarly raises the seller's expectation that you might buy, albeit to a lesser degree, so you shouldn't browse if you have no interest in buying. It is permissible to browse, though, if there is any

possibility that you might buy there. Any store owner knows that potential customers comparison shop and might decide not to buy there (Pischei Choshen, Ona'ah 15 nt. 15). Furthermore, browsing in a store full of customers is permissible if you do not distract the salespeople, since the owner or salespeople do not note an individual person who enters and browses.

WILL CONSULTATION

**Is your will/tzava'ah halachically valid?
Will it be upheld in a Bais Din – Court of Law?**

Consult the experienced Dayanim in our special Business Services Division.

*To schedule a consultation, please call 718-233-3845 x12,
or email ask@businesshalacha.com.*

SIMCHA SPECIAL

Unique Opportunity

**Sponsor a newsletter
in honor of a family simcha**

Email info@businesshalacha.com
to reserve your week

To support *Business Weekly* and the Business Halacha Institute, send your tax-deductible donation to
BHI • 1114 EAST 2ND STREET • BROOKLYN, NY • 11230

WWW.BUSINESSHALACHA.COM