Ari Stern and his parents were heading North to the Golan for their vacation. The crowd at the busstop continued to grow fast and furiously. Those left behind would have to wait another forty five minutes until the next bus departed. As Ari loaded the luggage in the luggage compartment beneath the bus, Mr. and Mrs. Stern secured a seat for themselves and Ari. Ari then pushed his way through the waiting crowd, sat down on the seat his parents reserved for him, leaving others standing before him in line, standing and stranded behind.

- **Under what circumstances may one reserve a seat for a friend in a public area at the expense of others who may arrive at the seat before the friend.**

Please email us with your comments, questions, and answers at weekly@projectfellow.org. Read next week's issue for the answer!

**Last Week’s Case: CASE 257: CLASS INACTION SUIT**

As with the Tisha B’av weekend, this past Sunday, Maalot Online sponsored a live and interactive webinar with Rav Zave Rudman and Rav Dovid Ostroff on making the nine days meaningful. We charged the women a ten dollar admission for the event.

Adina experienced difficulty in viewing the classes. Either her internet speed was too slow or she was using Google Chrome which often does not support our system. In the detailed log in instructions registrants receive we suggest using a different browser. Nonetheless, that instruction was not bolded or made more prominent than other instructions. Adina informed us that she was unable to view the program and asked if we could compensate her, to which we gladly agreed. Paypal charges 2.9% + 30 cents for every transaction. Meaning, for a $10 charge, Maalot Online receives 9.41.
WHAT’S THE LAW?™ – ISSUE 141: BUSTED REFRIGERATOR & COLD FEET!

Paypal allows the merchant to fully refund the consumer but will nevertheless subtract 30 cents from the merchant’s account as a service charge for the transaction gone sour.

Adina paid $10. We refunded her $10, and absorbed a loss of thirty cents.

Were we obligated to refund her and if so were we entitled to return to her 9.70 or must we return $10 to Adina and swallow the thirty cent loss?

What’s the Law?

The Answer:
If we can establish Adina’s case as a defective acquisition, Maalot Online must absorb the loss.

Detailed Explanation

Class Inaction Suit invokes the following Halacha.

1. It is the merchant’s responsibility to retrieve the defective merchandise. The merchant assumes retrieval costs which should be expected and may not coerce the consumer into paying for its return [Choshen Mishpat 232:21].

Application

If Adina’s problem had a suggested solution it is hard to call the issue a mekach taos, a flawed or defective acquisition. Accordingly, Adina lacked legal claim against Maalot Online and the money was simply returned to make her happy.

If the solution had not been suggested, and the issue would be deemed a mekach taos, [i.e. the promised product was not delivered, the merchant caused, or was unaware of the defect], Maalot Online must