

Dear Rabbi Fried,

I am a realtor, and have a Jewish client who's interested in a particular home. If I know that another Jew has already put a bid on the same house, is it proper that my client put in his bid, since he might win the bid and take the house from a fellow Jew?

Adira B.

Dear Adira,

Your question is dealt with in the Talmud: "A poor man who is attempting to pick up a roll, and another goes and grabs it before him, the latter is considered a 'wicked man'" (Tractate Kiddushin 59a).

There are various interpretations of this passage, some taking it literally. Most commentaries explain this to be referring to a situation of commerce, where one is in the midst of purchasing land or other merchandise from the seller. Before he gets a chance to consummate the deal, another jumps in and offers more money and purchases the land or merchandise. In such a case, the latter is denounced by the Talmud as a 'wicked individual'. According to this interpretation, which is accepted by the "Code of Jewish Law" (Choshen Mishpat 237:1), this law would apply to your question of bidding for a home, and would seem to prohibit the second Jew from presenting his bid.

The "Code", however, breaks this down to different cases: If the first buyer and the seller have already arrived at an agreement over the price, although they have not formalized the transaction, a third party cannot suggest a higher offer at that point. (If the third party disregarded this prohibition and bought it from under the first person anyway, Jewish law would require him to relinquish his purchase and allow the first buyer to purchase the house).

If the original buyer and the seller have not come to an agreement and they are in the midst of negotiations, there are two opinions. Some authorities hold that as long as the negotiations are still in progress, and might end with an agreement, a third party may not interject his bid. (An exception to this would be if they broke off their negotiations for lack of an agreement). A second opinion maintains that as long as no agreement has been reached, a third party may offer his bid.

It is preferable to conform to the first opinion, as most authorities maintain the prohibition applies even in the midst of negotiations. If, however, the seller is asking for more bids, all agree the third party may enter his bid. Similarly, this prohibition does not apply to objects sold at auction to the highest bidder, as there's an unspoken request for bids until the object is sold.

If the home is an unusual one, or being offered at an unusually low price, it may be permitted to offer the bid even in the midst of negotiations, and a rabbinic authority should be consulted. (See "Cases in Monetary Halacha", Mesorah Pub., pp 170-71).

It always fascinates me to see how modern-day questions of this nature have answers in our holy Torah. This is a testimony to the timeless nature of Torah, the laws of which remain relevant throughout the millennia. It further underscores the message of Torah, which is called "*Toras Chayim*", the Torah of Life, as it applies to every real-life situation, fusing holiness and clarity, and enriching every facet of our existence.