BETH DIN of AMERICA
בית דין דאמריקא

Rabbi Moshe Steinberg, זצ"ל
Founding Av Beth Din

Rabbi Gedalia Dov Schwartz, זצ"ל
Av Beth Din, 1991–2020

הרב גדל' דוב שוואריץ, זצ"ל
אב בית דין, תשנ"א-תשפ"א

הרב משה שטיינברג, זצ"ל
אב בית דין הראשון

Rabbi Mordechai Willig
Av Beth Din

Rabbi Yona Reiss
Sgan Av Beth Din

הרב יונה ריס
סגן אב בית דין

הרב מרדכי וויליג
אב בית דין

Rabbi Shlomo Weissmann
Director

Rabbi Michoel Zylberman
Associate Director

הרב מיכאל זילברמן
סגן מנהל

הרב שלמה ווייסמאן
מנהל

The Beth Din of America takes confidentiality very seriously. Before publishing any case, we modify key details to protect the identities of all parties involved. Names, dates, locations, and other identifying information are changed or omitted, and certain unique facts may be altered. For example, the industry in which the dispute took place is often modified.

כ"ב מרחשון תשפ"ז
November 2, 2026

Psak Din: Wiener v. Congregation Or Hadash

The Beth Din has been chosen by the parties as arbitrators pursuant to an arbitration agreement dated December 18, 2025 between Aaron Wiener ("Plaintiff"), with an address at 14 Cedar Street, Cedar Glen, New Jersey 07666, and Congregation Or Hadash ("Defendant" or the "Congregation"), with an address at 230 Westfield Avenue, Cedar Glen, New Jersey 07666, to submit for a binding decision with respect to payment for services rendered by Plaintiff to Defendant, hereby decides as follows:

Background

Plaintiff is a professional Jewish singer who has released at least two popular music albums. He regularly performs at upscale weddings, semachot, and other Jewish community events and galas. He also has professional cantorial training as a *chazan*.

He relocated to northern New Jersey in the summer of 2023. After arriving in the community, Plaintiff began attending services at Congregation Or Hadash, where he became acquainted with the rabbi and the Congregation's leadership.

Beginning in approximately July 2023 and continuing through February 2024, Plaintiff began to lead various prayer services at the Congregation as *chazan,* including Shabbat, Yom Tov, and High Holiday services. After a few weeks, the congregants began to refer to Plaintiff affectionately as "the *Chazan*." They would request that he perform specific tunes and cantorial pieces when he would lead prayers, such as a piece from Yossele Rosenblatt or Yishai Ribo. The Congregation's rabbi would frequently ask Plaintiff to lead davening during high profile weekends (e.g., special smachot that would fill the shul, and scholar in residence weekends).

On at least one occasion, the Congregation asked Wiener to lead a public facing event celebrating Israel's Independence Day, which the Congregation advertised in local Jewish papers and online. Those advertisements specifically mentioned that Plaintiff would perform Hatikvah and the prayer for safety of the IDF soldiers.

This *din Torah* involves Plaintiff's claim for compensation for the cantorial services he rendered to the Congregation.

It is undisputed that Wiener has substantial musical and cantorial talent and that he is an accomplished and successful professional singer. During the same period in which he davened at the Congregation, he was regularly hired as a singer and *chazan* at other shuls and events under paid arrangements.

It is also undisputed that the Congregation never formally hired Wiener as its *chazan* or established a paid position for him. There was no written or oral contract hiring Plaintiff as the *chazan* of the Congregation. Nor was there ever any agreement specifying a salary, hourly rate, or other compensation for the davening and singing at issue. In fact, when Wiener first moved into the community, he approached the Congregation asking if it would hire him as their official *chazan*. The Congregation declined, telling him that it was not interested in hiring an official *chazan* at the time.

At the same time, the Congregation does not dispute that Plaintiff rendered valuable services to the Congregation by contributing his cantorial talents. The community and Congregation enjoyed Plaintiff's *chazanut* and singing and, by their own admission, benefited considerably from it. The Congregation maintains, however, that Plaintiff's services were contributed in his capacity as a congregant of the community, just as other congregants in the community lead prayer services, *lein* from the Torah, or deliver a speech from time to time as volunteers, and not in any formal or professional capacity.

In late February 2024, Wiener 's relationship with the Congregation deteriorated following interpersonal disagreements involving his family and members of the community. The disagreements escalated into a dispute with the Congregation's leadership. At that point, Wiener stopped leading services at the Congregation and ultimately ceased attending altogether.

Wiener argues that he is entitled to $90,000 for the valuable *chazanut* services he provided the Congregation from July 2023 through February 2024. To justify this amount, Wiener submitted affidavits from comparable quality singers showing their compensation for similar services rendered over the same time period.

Legal Analysis

Yored Compensation for Services Rendered

Since the Congregation declined to hire Plaintiff as an official *chazan*, Plaintiff's claim does not arise under principles of contract. However, under Jewish law, a party who confers a valuable benefit upon another is generally entitled to compensation, even where no contractual relationship exists between the parties. This derives from the Jewish law doctrine of *yored*.

The Talmud discusses one who enters (*yored le-tokh*) a property without the knowledge or permission of the owner and improves it. The Talmud rules that the owner is obligated to pay for the benefit he received,

even though he never solicited the benefit.[1] Authorities expand this doctrine beyond the talmudic paradigm of material improvement to real property to include service providers. Thus, later authorities apply the *yored* doctrine to brokers, educators, and matchmakers. In one striking formulation, the Shulchan Arukh puts forth an expansive view of a benefit conferrer's right to compensation, writing that "for any action or benefit one provides to another, the beneficiary cannot claim 'you did it for free since I did not solicit your service' but rather he is obligated to pay compensation."[2]

On its face, Plaintiff's request for compensation for the valuable benefits he bestowed upon the Congregation appears ripe for a claim under *yored*.

Defenses Against *Yored*

The No Benefit Defense

Jewish law recognizes several defenses against a *yored* claim. For example, a *yored* claim can be defeated if the recipient can demonstrate that he received no (net) benefit from the service rendered. If the benefit conferrer, say, removed snow from a property owner's sidewalk and demands compensation, the owner can defeat the *yored* claim if he can show that his son would have cleared the snow for free.[3]

Significantly, however, the Congregation acknowledged that it appreciated Plaintiff's *chazanut* and musical knowledge and expertise and that the services he provided were value-added to the community.

The Preemptive Objection Defense

A second defense against *yored* arises when the beneficiary preemptively objects to the service.[4] Where the beneficiary tells the benefit conferrer not to provide the service, authorities recognize that it would be unfair to hold the beneficiary liable against his express instructions.[5] Theoretically, it can be argued that

---

[1] Talmud Bavli Bava Metzia 101a.
איתמר, היורד לתוך שדה חבירו ונטעה שלא ברשות, אמר רב: שמין לו, וידו על התחתונה. ושמואל אמר: אומדין כמה אדם רוצה ליתן בשדה זו לנוטעה.

[2] Shulchan Arukh Choshen Mishpat 264:4
וכן כל אדם שעושה עם חבירו פעולה או טובה, לא יוכל לומר: בחנם עשית עמדי הואיל ולא צויתיך, אלא צריך ליתן לו שכרו.

[3] See Mordekhai Bava Metzia 381:
ונראה לראבי"ה שאם בעל החורבה רוצה לעכב כל הבנין כל החורבות סתמא עומדות ליבנות והויא לה כשדה העשויה ליטע ונותן לו כל יציאותיו וכן פסקו רבוותא ופרק האשה שנפלו משמע היכא דאית ליה לבעל השדה מאן דטרח בחנם לא יהיב ליה מידי.
Meiri Bava Metzia 101a:
היה בעל שדה או בעל חצר שתל או בנאי כתבו חכמי הצרפתים שאינו נוטל אלא מה שההנהו וכן יראה ששמין בכל אלו לפי מה שהוא אדם ואם ספק בידו לעשות עכשו אם לאו וכן כל כיוצא בדברים אלו.
See also Pitchei Choshen Geneva ve-Ona'ah 8:40.

[4] See Ramban Bava Batra 4b:
שאלו מתחלה בא לימלך ומיחה על ידו אינו רשאי ליגע בה ואפשר שאינו חייב לו כלום... ואפילו בשדה העשויה ליטע.
Yad Ramah Bava Batra 4b:
ואי הוה מגלי אדעתיה מעיקרא דלא הוה ניחא ליה בהאי בנין ובהני נטיעות לא הוה מחייבינן ליה ולא מידי.

[5] Responsa Rashba 4:54:
שאלת מי שהתרה בחבירו שלא ירד לתוך שדהו ושלא לעשות בה הוצאה בנטיעות וזולתן. ולא שמע והלך והוציא והשביח. מהו שיתחיי' בשכר עמלו והוצאתו, מי הוי כדין היורד לתוך שדה חבירו שלא ברשות חבירו או לא.

the Congregation's initial communication to Plaintiff that it was not interested in hiring an official *chazan* could be construed to fit the halakhic paradigm of a preemptive objection to the benefit.

However, that analogy between the present dispute and the halakhic precedent is imperfect for at least two reasons. In the halakhic precedent, the beneficiary objects to the provision of the service entirely. Here the Congregation embraced and even encouraged Plaintiff to lead davening as *chazan* and to sing at communal events, even as it communicated that it was not seeking to hire for an official position. Second, the Congregation's communication can be plausibly understood to mean that it was not looking to take on a full time official *chazan*; it was not necessarily objecting to Plaintiff providing valuable, professional *chazanut* services for pay on an ad hoc basis.

The Volunteer Defense

The crux of our reasoning rests, instead, on a third defense against *yored*. It is true that Jewish law assumes by default that a benefit conferrer acted with the intent of being compensated and generally retains a right to compensation. Nevertheless, the Shulchan Arukh rules that if it can be shown that the benefit conferrer specifically performed the service as a volunteer or conferred the benefit with donative intent, his *yored* claim would be defeated.[6]

The crucial question, then, is whether it can be shown that Plaintiff was acting in a volunteer capacity. On the one hand, the Congregation correctly notes that congregants regularly lead services, read Torah, or sing at their local congregation in a volunteer capacity. So the service Plaintiff has provided the Congregation is the type of service that is often performed by congregants in a volunteer capacity. On the other hand, Plaintiff is a professionally trained singer and *chazan* who simultaneously provided the same *chazanut* services in a professional capacity for compensation at other institutions.

Our ultimate determination is informed by two considerations articulated in Jewish law responsa that help discern whether a benefit was conferred in a donative capacity or as a *yored*.

R. Yechezkel Landau, in his responsa *Noda Be-Yehuda*, was asked to rule on a case involving a member of a Jewish community who was appointed as a trustee to manage the estate of orphaned children. There was no discussion about compensating the trustee for his service. At some point, the trustee was sued by the family for negligent management of the estate. In the context of that dispute, the trustee countersued demanding compensation for his work managing the estate up until that point. R. Landau denied the trustee's claim, holding that the trustee undertook the service as a volunteer. R. Landau reasons that where the work involves the performance of a mitzvah and the service brings with it communal recognition and

... בשהלך זה ונטעה אחר שהתרה בו בעל השדה. דבכי הא ודאי משמע דכ"ע מודו דיכול לומר טול עציך ואבניך. שלא יהא כל אחד מכריח לחבירו לנטוע ולבנות.

[6] Shulchan Arukh Choshen Mishpat 246:17:

האומר לחבירו אכול עמי, צריך לשלם לו, ולא אמרינן מתנה קא יהיב ליה. ולכן מי שמאכיל לחתנו עם בתו יותר מזמן שקצב לו מזונות, צריך החתן לשלם לו מזונותיו כשיתבע ממנו, אבל לא מזונות אשתו. **ודוקא דליכא הוכחה דנתן לו לשם מתנה, אבל היכא דמוכח דנתן לו לשם מתנה,** רק אחר כך נפלה קטטה ביניהם ולכן תובע ממנו, פטור (ת"ה סימן שי"ז).

prestige (*chashivut*), the *yored* versus volunteer presumption reverses in favor of the work having been performed in a volunteer capacity.[7]

A second factor for determining whether the service was provided with donative intent is articulated in a responsum of R. Yisrael Isserlin. A father-in-law had pledged to support his son-in-law and daughter after their wedding by providing them with room and board for a fixed amount of time, which he did. The father-in-law then continued to support them beyond the agreed amount of time, for two additional years. Sometime later, after the fact, and having never indicated during this period that he intended to charge them for the additional stay, the father-in-law sued his son-in-law for reimbursement for the additional two years.[8]

The son-in-law argued that the father-in-law had supported his other son-in-law for two or three years beyond his pledged commitment without demanding restitution from him. Clearly, then, his additional years of financial support in this context was also intended as a gift. The father countered that while he did in fact gift the extra years of support to his *other* son-in-law, he had no such intent in *this* case, and therefore remained entitled to reimbursement for the additional two years.[9]

R. Isserlin rules that the father-in-law retains the right to demand compensation after the fact, as a benefit conferrer, unless there is specific evidence suggesting that the support was provided as a gift.[10] Among his considerations for making such an assessment is whether a) it is common for others similarly situated to support their son-in-law beyond the stipulated term as a gift, and b) whether the demand for reimbursement arose only in the aftermath of a dispute. If it did, then we have good reason to believe that

---

[7] Responsa Noda Be-Yehuda II, Choshen Mishpat no. 34:

ומה שתובע האפוטרופוס שכר טרחה. נראה פשוט כיון שלא התנה מתחלה אין לו שכר ובפרט שהוא לו לחשיבות שמינוהו בי דינא וגם מצוה קעביד מסתמא נתרצה בלי שכר.

See also R. Shlomo Kluger in Chochmat Shlomo Choshen Mishpat 185 where he argues that for activities normally performed in *chesed* capacities the presumption is that there is no entitlement to compensation:

דדוקא בעושה פעולה אין דרך אדם לעשות בחנם ומגיע לו שכר אף בסתם אבל שמירה בלי מעשה דרק להתחסד זה עם זה אין לו שכר בסתם.

See also Pitchei Choshen Sekhirut Chapter 8 note 66:

דדוקא בעושה פעולה שאין דרך לעשותה בחנם, יכול לתבוע שכר אף כשעשה בסתם, אבל בדבר שדרך להתחסד זה עם זה, כגון שמירה מועטת, אין לו שכר כל שלא התנה עמו.

[8] Responsa Terumat Hadeshen no. 317:

שאלה: שמעון אוכל עם חמיו ראובן הוא ואשתו ב' שנים יותר על קצבת הזמן שהגביל לתת להם המזונות לאחר החתונה, ועתה בא ראובן ותבע מחתנו שיפרע לו המזונות עבורו ועבור אשתו של אותם שנים היתירות.

[9] Ibid.

השיב שמעון לא תבעת ממני כלום כל אותם הימים גם לא אמרת מעולם שדעתך ליטול ממני דמים כי כבר נתת לחתנך הראשון מזונות לו ולאשתו ב' או ג' שנים יותר על השנים שקצבת להם ולא תבעת ולא נטלת מהן כלום, וראובן השיב לא הפסדתי דיני בזה מה שנתתי כבר לחתני מה לך בזה לא רציתי למחול לך, הדין עם מי.

[10] Ibid:

אבל כי דייקינן שפיר נראה טפי דהדין עם ראובן, ואפי' אי ראובן איש עשיר הוא ואין דרכו להאכיל ב"א =בני אדם= בשכר, מ"מ דמיא לחצר דלא קיימא לאגרא דצריך הדר בו להעלות שכר אי גברא דעביד למיגר הוא, הוי זה נהנה וזה חסר מעט... מצאתי שפסק מהרי"ח בשם רבינו אפרים מי שאמר לחבירו אכול עמי ואכל עמו חייב לשלם לו דמי מזונו משבור את כדי וקרע כסותי דחייב אף על פי שמותר לו לשבור. ומייתי ראיה ה"נ אף על פי שאומר לו לאכול את שלו חייב לשלם.

the original benefit was provided as a gift, and the demand for compensation was in spite.[11] R. Isserlin's test is codified by Rama in the Shulchan Arukh.[12]

One important piece of evidence in the record significantly informs our determination. Following the February 2024 dispute, Plaintiff was particularly aggravated to learn that one of the people involved was related to the Congregation's rabbi. When he found this out, he sent two text messages to the Congregation's president:

> "Of course these crazy entitled people feel like they can do whatever they want to my family. This is what happens when I do free stuff for them."

Following that text, Plaintiff continued:

> "I'm not going to keep donating any more free services to a shul with this type of entitled leadership."

These communications convey Plaintiff's state of mind, in his own words. Up until the point where he left the Congregation over the dispute, he viewed himself as a volunteer who was "do[ing] free stuff" and "donating…free services" to the Congregation.

The Jewish law precedents together with the evidence in the record leads us to the conclusion that Plaintiff davened as *chazan* and sang at the Congregation in a volunteer capacity, and therefore is not entitled to compensation. Drawing on R. Landau's insight, performing a service that is both a mitzvah and involves communal recognition and prestige creates a presumption of a volunteer. Leading davening as *chazan* is considered a mitzvah service and carries with it an element of communal recognition and prestige (*chashivut*), particularly when the *chazan* is appreciated by the congregants, as the record reflects in this case.

Our assessment is strengthened by R. Isserlin's insight to scrutinize any *yored* claim that emerges only after a dispute broke out between the parties, especially where the same type of service is commonly offered in a volunteer capacity by others. In such cases, R. Isserlin counsels that the claimant likely performed the service as a volunteer, waiving any right to compensation, but now in the context of the dispute seeks to walk back his gift in spite. The first time Plaintiff raised any claim for compensation from the Congregation was after the dispute arose regarding the improper treatment of his family member. These considerations combined with Plaintiff's text message reflecting his donative state of mind during the period that he performed the services for the Congregation lead us to conclude that Plaintiff performed the services as a volunteer. Therefore his claim for compensation for his *chazanut* services to the Congregation is denied.

---

[11] Ibid:

אמנם נראה אם ראובן איניש אמוד הוא בנכסים ורגילות הוא בעשירים שבאותה מדינה שנותנים לחתנם ולבתם שנה או שנתיים מותר על הקצבה שמקבלין עליהם, ו**הדברים נראה שאם לא היה לו כעס ומריבה עם חתנו לא היה תובע ממנו כלום, וא"כ אומדנא דמוכח היא שמחל לו כל המזונות עד שנולדה מריבה ביניהם.** כה"ג ודאי פטור שמעון החתן לשלם, דכיון דמחל פעם אחת שוב אינו יכול לחזור ולתבוע. אבל אי לאו בדרך זה חייב שמעון לפרוע לחמיו תשלום מזונות שנתן לו לפי ברכת הבית.

[12] Shulchan Arukh Choshen Mishpat 246:17.

All other claims are hereby denied. Any request for modification of this award by the arbitration panel shall be in accordance with the rules and procedures of the Beth Din of America, the provisions set forth herein, and the arbitration agreement of the parties. The obligations set forth herein shall be enforceable in any court of competent jurisdiction, in accordance with the rules and procedures of the Beth Din of America and the arbitration agreement. Any provision of this agreement may be modified with the written consent of both parties. Except as otherwise indicated, all of the provisions of this decision shall take effect immediately.

IN WITNESS WHEREOF, we hereby sign and affirm this order as of the date written above.

_____	_____	_____
Rabbi AA, Esq.	Rabbi BB	Rabbi CC