

Buying a Used Second Car and What to Expect

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Case: I put up my used car for sale, advertising it as “a great second car”. A guy from my shul saw the sign and bought the car. Around a week later he wants to return the car because he realized it doesn’t go more than 50 mph, and he uses the car to go to work some distance away. I feel a “second car” means that it’s mainly for local driving.

Question: A car sold as a “second car” is discovered that it cannot go more than 50 mph. Can the sale be revoked?

Answer: The gemara [Bava Kama 46a] discusses the sale of an ox that the buyer later discovers to be a “goring ox”. An ox with a goring habit presents no problem to a buyer who intends to slaughter and eat it, but to a buyer who bought it as a work animal it poses a serious challenge. In the event there is no significant price difference, and there is no clear indicator that it was being bought for labor, the seller can claim it was bought while intended for slaughter, and the sale cannot be revoked. The Gemara concludes this to be true even if most oxen sales are for labor, still, the seller can claim that because the buyer did not specify that he wanted a work ox, this one was sold for slaughter and המוציא מחבירו עליו הראיה.

It would seem that enough people use the term “second car” to refer to a car intended for local driving, and it would be up to the buyer to prove that in this case the intent was otherwise. However, if the seller knew that he worked far away, and that this was intended to be his means of going to work, then it would be a mekach ta’us and he could revoke the sale.

Interestingly, the Halacha could change if the price would clearly indicate that it was intended to be better than the average second car. This raised price would take the place of a spoken condition, as if the buyer stated clearly that he wants a car that can do more than just a typical second car.