



WHAT'S THE LAW?™ - LIP LIABILITY: VERBAL ABUSE & GOSSIP – ISSUE 127

Many schools require the teacher to arrange for a substitute, should the teacher need to take a leave of absence.

R. Berger was an acclaimed and noteworthy educator in a prestigious Jerusalem girl's seminary. As a world renown speaker and sought after inspirer, R. Berger would travel periodically around the globe on speaking tours. He customarily hired R. Adler to teach his classes while on leave.

On Sunday January 29th, R. Berger emailed R. Adler and asked him to fill in for the two weeks of February 5th and February 12th. Adler had an alternative option for the week of the fifth, but turned it down in favor of this two week employment.

On Feb 1st, the principal's neighbor told her that she is aware of a R. Cohn who is from the most dynamic teachers in the country. "Why don't you hire R. Cohn to cover R. Berger's classes? While R. Adler may be decent, I am sure that Cohn is far more effective.

The principal agreed. He called R. Adler to tell him not to bother coming in. Too late to pursue the one week employment option, R. Adler was more than chagrined. ♦

As a child Aviva suffered verbal abuse from her older sister which severely impaired her productivity as a teen. A caring teacher encouraged her to seek professional help. ♦

*Must Mrs. Cohn, the principal, and/or R. Berger compensate R. Adler?
Who pays for the therapy, Aviva, her teacher, or her sister?*

What's the Law?

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 233/234 ♦ CANCELLED COMMITMENTS!

Mark was looking to advance his administrative career. He and his potential employer, Bestride Rehabilitation Center made up to meet at 11:30 A.M. for an interview in a gourmet cafe on seventy-second street in midtown Manhattan.

Mark drove down from Stamford, Connecticut and parked his car in a nearby lot. Bestride's administrator did not show up. The next day, he called Mark and apologetically asked to reschedule the meeting. ♦

After a drawn out courtship, on Feb 9th Rina said yes. Dave arranged for a gala party to celebrate on Sunday the 11th. Dave called the party for 2 PM.

Rina had been on an emotional rollercoaster ever since she said yes. Uncertainties and commitment fears escalated. At 1:30, she called Dave and told him that she was not showing up

Does Bestride have to pay for Mark's travel expenses? Does Rina have to pay for the party?

What's the Law?

The Answer:

Bestride must pay for Mark's reasonable expenditures. Rina must pay for the party.



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Detailed Explanation

Cancelled Commitments invokes the following halachos.

1. Beit Din generally lacks authority to collect for indirect damages resulting from the aggressor's actions. Nevertheless, the aggressor has a moral obligation to pay for intentional indirect damages, while is absolved from paying for unintentional indirect damages [Choshen Mishpat 386, Imrei Yosher].

2. At times, Beit Din even has the authority to collect for indirect natural progressions of the aggressor's action or inaction if the damages are due to a clear and imminent result of the aggressor's action, provided the prescribed indirect damages is of common occurrence [Sha"ch ibid.]

Consider the following three scenarios:

3. **A** verbally committed to meet **B** in court on a particular day. **B** paid out money to get there. **A** was negligent and did not show. **A** must compensate **B** for the reasonable and foreseeable expenditures he/she spent as a result of relying on **A**'s word [Choshen Mishpat §14: 5 Rema].

4. **A** verbally committed to participate in the wedding **B** was arranging. **B** relied upon **A**'s commitment and duly paid out fair money to accommodate **A**. **A** was negligent and did not show. **A** must compensate **B** for his/her expenses [Chavos Yair 168].

5. Sara and Avi agreed to become engaged. Avi relied on Sara's commitment and bought gifts, threw a party etc. Sara did not subsequently find out critical information about Avi that should warrant her to break the engagement. Instead, she backed out due to commitment issues, Sara must compensate Avi for the expenses deemed within the norm, that he spent as a result of relying upon her verbal commitment [Shulchan Aruch Even Ha'Ezer §50]

Explanation: In the three scenarios, the incurred costs are natural progressions of the verbal commitments. By backing out or failing to show, the aggressors knew that the prior expenditures would automatically go to waste.

We view their action or inaction as though they intentionally caused clear and imminent financial losses [ibid. Taz 5].

Breach of verbal contracts is categorized as a common occurrence, the likes of which Beit Din has the right to demand payment from the offender [Choshen Mishpat §14: 5 Biur HaGra 30].

Consider the following scenario:

6. **A** purchased seeds from **B**. **A** subsequently paid workers to sow them. They turned out to be infertile. As **B** did not know that the seeds were defective at the sale-time, **A**'s loss is viewed as unintentional and indirectly resulting from **B**.

*A may demand compensation for the seeds but may not demand compensation from **B** for his/her workers [Choshen Mishpat 232: 34, Even Ha'Ezer §50Taz 5]*

Explanation: As the seller was unaware that the seeds were infertile, when he sold them, the loss was not clear and imminent.

Application

Mark relied on Bestride's verbal commitment. The natural progression after the commitment was to travel to Manhattan. Mark spent due and reasonable money as a result. By not showing up, Bestride caused Mark a clear and imminent financial loss. Breached verbal commitments like these fall in the category of common occurrences the likes of which Beit Din has the authority to collect compensation from the offender, who in this case is Bestride.

Dave relied on Rina's verbal commitment. The natural progression after the commitment was to through a party. Dave spent due and reasonable money as a result. Unless Rina backed out because of newfound significant information, calling up and cancelling immediately before the party is viewed as an act of direct and intentional damage, for which she must compensate Dave. ♦