

When Forgiven's Forgotten: Retracting a Pardon Made in Anger

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Occasionally, in the course of business

dealings, people can get angry or upset and say or do things they regret later

on. Do such actions have legal validity according to Halachah?

The Ruling of the Maharit

A

similar question was presented to the *Maharit*. A tenant entered into an agreement with a landlord to rent his house for 12 months, and committed himself (with a *kinyan*) that if he were to leave in the middle of the term, he would pay the entire rent of the 12 months.

At some point during the rental, the landlord and tenant got into an argument,

and the landlord shouted at the renter to leave the house and to never return.

The tenant claimed that he can now leave without paying the 12 months' rent,

because the landlord, by asking him to leave, had essentially waived the rental agreement.

The *Maharit* responded that the language of the *Rambam* implies that one's actions have legal validity only if they are done "*belev shaleim*," wholeheartedly. Since the landlord was speaking out of anger, this is not considered "*belev shaleim*," and thus his words do *not* constitute a *mechilah*.

The Halachah of Get Mekushar

However,

the ruling of the *Maharit* seems to be in contradicted

by the *halachah* of *get mekushar*. This *halachah* states that a Kohen must use a special *get*, a *get mekushar*, when divorcing his wife. This was out of

concern that the Kohen might divorce his wife out of anger, and if he would change his mind later it would be too late, since a Kohen may not marry a divorced

woman. He must therefore use a *get mekushar*, which took a long time to write, and would give him the chance to calm down. We learn from

this that a divorce made out of anger *does* take effect, unlike the *Maharit's* ruling that actions done out of anger do not have legal validity.

There are several approaches to resolve this difficulty.

The

First Approach

The
Dovev Meisharim suggests that in the case of the
Kohen's divorce, the Kohen is not angry at the time of the divorce itself.
Rather, he comes to his decision to divorce out of anger, but when he
actually
gives the *get* he is calm. Thus, although his
decision was made out of anger, and he may regret it later on, the divorce
itself is valid. However, in the case of the *Maharit*, the landlord was
angry at the time of the actual *mechilah*. Therefore, the *mechilah* does not
take effect.

The *Dovev*
Meisharim, however, rejects this approach, because it is apparent
from a Gemara in *Gittin* that a divorce is valid even
if the husband was angry at the time of the divorce.

The Second Approach

Another
possible distinction between the case of *get* and the case of *mechilah* is as
follows. With respect to a *get*, the act of divorce is not an act that is
inherently done out of anger, because people do not generally divorce out of
anger. Thus, although the Kohen divorced out of anger, this does not define the
nature of the act; the divorce itself is considered an act done with intent.
However, in the case of *mechilah*, the landlord expressed
his *mechilah* by shouting at the renter.
Thus, the very act of *mechilah* was an act of anger,
and is invalid.

However,
it is evident from a ruling of the *Ri MiGash* that this
distinction is not true. The *Ri MiGash* deals with a case
in which a lender and borrower were arguing about the terms of the loan,
and in
a fit of anger, the lender ripped up the loan document. He rules that this act
is considered a *mechilah* of the loan, since no one
rips up a valid loan document. This proves that even an act that is always
done
out of anger, such as ripping up a document, has validity.

The Third Approach

The *Dovev Meisharim* therefore suggests a third approach, one
that he accepts as *halachah lemaaseh*. He explains that the reason why a
divorce works out of anger is because divorcing involves the physical action
of
giving the *get* to the wife. And we assume that
a person does not do an action unless he really wants to do it. Therefore,
when
a Kohen divorces out of anger, it is considered that he divorced with full

intent. However, in the case of the *Maharit*, where the person made his *mechilah* with mere words, it does not take effect when done out of anger.

In

Summary

In

conclusion, if a person performs a transaction with a physical action, it takes

effect even if he did so out of anger. However, if he does the transaction verbally, it is not legally binding.