

THE BAIS HAVAAD

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## BACK OUT CAMPING:

### WHEN YOUR SUMMER PLANS CHANGE PART II

Rabbi Boruch Meir Levin, shlit"á; Dayan Bais HaVaad

When parents wish to opt out of a camp they enrolled their child in, the first thing to do is try and determine if the slot can be replaced. [Last week we discussed the halacha when the slot can be replaced.] If after reasonable effort the camp cannot find a replacement, the parents may bear financial responsibility for backing out of the camp as outlined below:

#### IF THERE WAS ONLY AN ORAL COMMITMENT

If the parents only made a verbal commitment to enroll their child, and did not sign any formal application or give any deposit, they are not technically bound to the agreement. Nevertheless, they may still be liable for causing the camp a financial loss. Accordingly, if at the time the parents signed up for the camp (or any time until now) the camp could have filled that slot with another child, the parents may not back out since they have prevented them from filling the slot by signing up their child. If they do back out, they will generally still be responsible to pay the tuition for the entire duration they had agreed to enroll their child for. Exceptions to this *halacha*, such as a case of *oness* - unavoidable termination - will be discussed below.

It should be noted that the above halachos only apply if at the time of the cancellation there is a significant likelihood that the camp will not be able to fill the slot, however if at the time of the cancellation there is little or no reason to assume that the camp will be unable to re-

place the slot, then even if the camp is indeed unsuccessful in doing so, the parents will not be responsible for the tuition.

When paying for lost tuition, the parents do not pay the full amount; rather they first deduct the amount that a camp would agree to forfeit in order to have one less child in their camp. Depending on the age of the child and the size of the camp, this deduction may only be a minimal amount or possibly nothing at all.

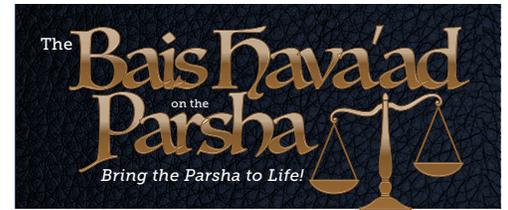
If the camp would not have been able to fill this slot either way, for example, if they still have slots available, then the parents have not prevented them from enrolling other children by their enrollment and subsequent cancellation. They would therefore have the ability to back out without any financial obligation to the camp. The *halachos* of *mechusar amana* as previously outlined would still apply.

Even in a case where the camp would not have been able to fill the slot, and thus the parents are not responsible for the tuition, nevertheless if the camp had made specific (non-refundable) expenditures in anticipation of the child's attendance, and the parents were aware that the camp would be doing so, the parents may be responsible for this loss. Examples of this could be the purchase of supplies, trip reservations or hiring extra staff.

#### IF A FORMAL APPLICATION WAS SIGNED AND/OR A DEPOSIT WAS GIVEN

If a *kinyan* was done to finalize the camp enrollment, the parents are *halachically* bound to the contract. Accordingly, if they withdraw their child, even if their initial enrollment did not cause the camp to turn down any potential enrollees, they will be responsible to pay the full camp tuition for the entire term they enrolled their child for or until a suitable replacement can be found.

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Summary of Parsha Shiur by: Rabbi Chaim Weg Shlit"á

### WHEN YOUR POOR SPEECH IS ON THE ROCKS

Gemara in *Eirichin-kal vechomer*: If there's *loshon hora* on sticks and stones [less severe]; surely on people [more severe].

Question: Rashi [*Shelach*] says that the *meraglim* [less severe] should've learned from Miriam [more severe].

Answer-they were expected to learn from the punishment meted out to Miriam's questioning Hashem-*kefira*-not the *loshon hora*. Rashi [*Devarim*]: Names of travels are fictitious – they're referencing *aveiros*. '*Chatzeiros*'-refers to Moshe's rebuke regarding the *meraglim*. They should've learned from Miriam who was punished for her *kefira* in Hashem-not on her *loshon hora*.

Rav Shimon Schwab asks a different question: The *aveira* of *loshon hora* was already given – what should they have learned from Miriam that they didn't know yet? The prohibition on

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One example of a kinyan would be if the parents signed an application form which included an agreement that the parents are obligating themselves to send their child to the camp.

Even if the parents did not sign such a form, if they paid the full tuition, this would likely constitute a kinyan and they would not be entitled to any refund. If the parents just gave a deposit towards the tuition, they would certainly not be entitled to a refund, however it is unclear if this would be considered a *kinyan* to obligate them to pay the rest of the tuition out of pocket. In any event, a deposit or even a full tuition payment specifically earmarked for the first half of the summer (July) would generally not obligate the parent to pay out of pocket for the second half of the summer (August).

If the child actually started attending the camp this would also constitute a kinyan. However, attending the camp for the first half of the summer (July) would generally not obligate the parents to pay out of pocket for the second half of the summer (August).

Here too, they would not pay the full amount, rather they would first deduct the amount that a camp would agree to forfeit in order to have one less child in their camp.

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*loshon hora* was already known at Har Sinai.

Moshe was *anav me'od mikol adam*-it didn't bother Moshe at all; nevertheless,

she was afflicted. The 'leniency' of Miriam's *loshon hora* was that it didn't bother Moshe, and perhaps *loshon hora* is only when it causes pain.

The lesson of Miriam is the prohibition of *loshon hora* even when there's no pain.

Why?

There is a *bein odom lemakom* component.

Rambam- *loshon hora* is defilement of the *nefesh*, and the speech of wicked people. It is a reflection on a negative lifestyle and culminates in heresy-*kefira*.

Miriam's sin was between man and Hashem; after all, Moshe wasn't bothered, as sticks and stones. Her *tzara'as* should've dissuaded the meraglim from their slander on the land.

## EVENTS & HAPPENINGS AT THE BAIS HAVAAD

The Bais HaVaad Even HaEzer Chabura is privileged to host visiting Poskim from across the International spectrum. Recently, Rav Shlomo Tawil, *shlit"a*, the Chief Rabbi of Mexico City delivered a *shiur* to members of the Even HaEzer Chabura on contemporary topics related to *Ksuba* and *gittin*.



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