

## Are There Any Limitations to an Agreement Validation Clause?

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**Question:** It seems that this Agreement Validation clause that is employed in Halachic Contracts is a very powerful thing. Is there anything that it does not cover? What is left for *bais din* to deliberate on in these cases?

**Answer:** An agreement validation's purpose is to uphold the intent of the contract, and make sure it is not undermined.

The validation clause has *kabbalas da'as yachid* (acceptance of a minority opinion), which allows one to override a *muchzak*, as long as there is a minority opinion that would uphold the intent. It also overrides *moda'ah* (a claim that one signed under duress), and *asmachta* (a claim that I never actually thought this would happen). We use agreement validation to try to override these kinds of technicalities.

However, Bais Din still needs to discuss the following 2 things:

- While agreement validation is meant to carry out the intent of the contract, *Bais Din* needs to figure out what, according to Halacha, the intent of the contract actually is.
- When something is either physically impossible or according to normative halacha impossible to do, according to some opinions this cannot be overridden through *Kabbalas daas yachid*. For example, one cannot sell something that is *davar shelo ba loalam* (something that is not in existence yet), or *ein bo mamash* (something that has no physical element like a patent).