

## How Can a Shtar Modaah Work if The Witnesses Don't Know All of The Facts?

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**Question:** In the last segment, we said that witnesses who sign a *Modaah* have to know all the details of the situation and must be aware of how the individual is being forced into the transaction, which is why it is not so easy to negate a sale retroactively with a *Modaah*. What can someone do if he really needs a *Modaah* but the facts are not so clear to the witnesses?

**Answer:** In a typical case when people arrive to be *moser Modaah*, even if we cannot be fully aware of the circumstances, we often see some form of evidence that causes suspicion. For example, the individual may have a text message from the other party that says that if he doesn't accept a settlement, he will be harmed.

The reason *Modaah* was instituted is so that people who are forced into transactions against their will should have some recourse. The inherent problem with such a *shtar* is that, as a rule, a contract can only be written with the participation of both parties. A *Modaah*, however, is written by only one party, without the presence of the other. Tosafos explain that in this case, the *chochomim* enacted a special decree to save people from being forced into deals.

The Avnei Choshen says that if the reason for a *Modaah* applies, but the witnesses don't know all of the details of the story, a *shtar* can be written that says explicitly that they saw some form of evidence that indicates that the party may be under duress to make the transaction against his will and, therefore, if this can be clearly proven at a later time, the sale will be negated. The *shtar* has to be carefully formulated so that it explicitly says that all of the facts have yet to be verified and it, therefore, cannot be used against the other party unless the fact that the individual was forced into the deal can be proven at some point.