

Vouching For a Borrower

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Question: Shimon asks Reuven for a loan. Shimon is not sure if Reuven is reliable so he asks a third party, Levi, if he can trust Reuven. Levi vouches for Reuven, so Shimon gives him the loan. Ultimately, Reuven defaults on the loan. Shimon then tells Levi that he only gave Reuven the loan because he vouched for him, so he believes Levi is now liable. Is he correct?

Answer: The *halacha* makes a distinction between whether what the third party said was true at the time of the statement or not. If Levi's statement was true at the time that he said it, meaning that Reuven was reliable at that time, but he later had a reversal of fortune or became unreliable, then Levi has no liability as an *areiv* and no responsibility for what happened afterward. If, however, what he said was not true even at the time he said it and Reuven was never reliable, then Levi would be liable to reimburse Shimon. He should have known better than to vouch for Reuven, even if his intent was not malicious.

There is a debate amongst the *Poskim* if Levi's responsibility would be as an *areiv* or as a *mazik*, which would have different halachic ramifications; however, he is liable either way.

Question: What if Levi claims that he didn't really intend for Shimon to rely on him, and was merely giving general advice?

Answer: This question is the subject of a debate in the *Rishonim* and *Acharonim*.

If the lender says clearly that he is relying on the third party's assurance, then all agree that the third party would be liable if what he said was not true. However, the debate revolves around if the lender actually has to clearly speak this out or if it is sufficient for it to be evident from the situation that he is relying on the third party's words, even if he doesn't expressly say so.