Settling in a cozy two-bedroom apartment in the close-knit Anglo-Saxon Jerusalem community in Sanhedria Murchevet, the Werner’s signed a three year contract with their landlord Natan Katz for $850 a month. Three months later, the Werner’s receive a call from Katz that their rental fee is changing.

Katz claimed that the agreement was signed when the shekel dollar rate was 4.2 shekels to the dollar.

Now that the dollar dropped drastically to 3.2, he has no choice but demand 3570 NIS a month (850x4.2) ($1115.62) . When he committed for $850, there was no way he could have anticipated such a drastic drop.

Werner argued that if the dollar had surged to 4.7, Katz would not have called him to give him a discount...

➢ Is the written word unconditionally binding?

Please email us with your comments, questions, and answers at weekly@projectfellow.org

LAST WEEK’S CASE # 274 : MIRIAM AND THE WHISPERING WATER LILIES

Florida’s Ocala National Forest is riddled with slow-moving rivers and wet "prairies". There are sunny, shallow expanses of water, usually ringed by cypress trees and filled water lilies and other with aquatic plants. Between the river boundaries of the Ocala lie central highlands, coastal lowlands, swamps, springs and hundreds of lakes and ponds.

Miriam and Ahuva were off to the Ocala for a much needed winter vacation! The trip availed the two and opportunity to rejuvenate, connect with nature and one another.

As they walked along the refreshing waters, and whispered about many issues under the sun, inadvertent anecdotes appertaining to the nature and working conditions of their respective jobs peppered their conversations.

Rather an astute entrepreneur by nature, Ahuva gathered sufficient information about Miriam’s job, uncovered a slew of her boss’ business secrets, and silently endeavored to open a competing company with the hope of bringing Miriam in as a partner.

➢ Was Miriam guilty of gossip for divulging her boss’ trade secrets in course of conversation?

What’s the Law?

The Answer:

Miriam’s negligent speech caused her to be guilty of revealing secrets as well as lashon hara. Ahuva should not use someone else’s original business secrets.

It is questionable whether Ahuva may convince Miriam to switch jobs. See below for more details.

Detailed Explanation

Miriam and The Whispering Water Lilies invokes the following laws.

1. **Holech rachil megaleh sod, veneman ruach mechaseh davar** “He who goes about as a talebearer reveals secrets, but one who is trustworthy in spirit conceals a matter” [Proverbs 11: 13]

2. **Goleh sod holech rachil ulfoseh sefasav lo tisarev** “He who goes about as a talebearer reveals secrets; do not meddle then with one who sets his lips prating foolishly” [Proverbs 20: 19]

3. If you are told secret, it is forbidden for you to disclose the information even if the information is seemingly benign. Aside from breaching the boundaries of decency and violating the rights of the ‘owner of the information’; disclosing classified information can be damaging to the ‘owner of the information’ as well [Chofetz Chaim: Hilchos Rechilus 5: 7].

4. The prohibition of *lashon hara* includes spreading damaging information about an individual even if it is not inherently bad [Rambam Hilchos De’os 7: 5].

5. If the ideas were original and creative, Ahuva runs the risk of hijacking Miriam’s company’s IP which according to the Shoel Umeishiv 1: 44 is included in the biblical prohibition of thievery. [According to Teshuvos Beis Yitzchak, hijacking IP is prohibited because of the law of the land. For more information regarding Halacha and Intellectual Property, see Chasam Sofer Choshen Mishpat 49, 69, 79, Noda Biy’hudah, Choshen Mishpat 2:24, Igros Moshe, Orach Chayim 4:40:19.]

6. If the market can handle it, a local entrepreneur may open a competing establishment [Darchei Moshe 156].

7. Generally, while an employee is under contract with employer A; potential employer B may not convince the employee to consider terminating the contract to change employers.

8. If the employee has unique qualities which are difficult to find; there are those who would permit employer B may attempt to offer him/her incentives to change over. Other’s limit this dispensation only to poaching of a Torah teacher [Choshen Mishpat 237: 2 Sm"a 8, Nesivos 2, See Minchas Pitim].

Exceptions include:

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Application

Miriam should have used more discretion when discussing her work with Ahuva. If she indeed revealed secrets; aside from breaching possible contractual agreements, she could be guilty of spreading both damaging lashon hara and revealing secrets.

If the secrets were not original, Ahuva is not guilty of stealing Miriam’s employer’s intellectual property. While there are instances when opening up a competition to a local business is prohibited, generally it is permitted to do so if the market can handle it.

In terms of Ahuva endeavoring to hire Miriam, if Miriam had unique skills/personality and Miriam's initial employer did not invest extreme measures in hiring her, Nesivos would permit Ahuva to approach her even while she was under contract with her initial employer and try to convince her to switch, provided that Ahuva does not severely jeopardize the survival of her competitor’s business. Other authorities would only permit the poaching of a Torah teacher under such conditions, but would prohibit poaching employees in any other field of work.