

Tzedaka –consecrating an object

There are four means for consecrating an object for *tzedaka*. They are: thought, speech, writing and creating a legal transfer (in the *halachic* sense) of ownership. We will discuss some of the salient features of each method.

1. There is a question if one may change his mind after he decided conclusively to dedicate an object or donate a sum of money to *tzedaka*. The Ramo and others rule that one should follow the stringent opinion that one can not change his mind. It is important to note that this ruling applies only after one has made an unequivocal decision and merely failed to verbalize his decision. If one has not made up his mind conclusively, everyone agrees that he need not carry out his thoughts.
2. Even when one has decided conclusively to give the money or object to a specific needy individual he may divert it to a different needy individual. The object is not viewed as having been acquired by the original person. A common application is with respect to those who collect money in *shul*. Even if one decided to give a specific individual a donation, he needn't seek out that individual if he is hard to find. He may use the money for another poor person.
3. If someone says he will give someone who is not poor a large present, it is not considered a binding commitment. Even if someone says he will give a non-poor person a small present, he only creates a moral obligation but not a legally enforceable one. However, when the named recipient is a poor person or a charitable organization, a verbal declaration that one will give them money creates a legally enforceable commitment. In addition, the statement is classified as a vow.
4. For example, if one asks the *gabbai* to make a *mishebairach* (personal blessing) or tells the *gabbai* to announce the amount of his donation, he is required to give that amount to the cause mentioned by the *gabbai*. However, we believe the donor if he later clarifies that his intention at the time the donation was announced was to give that amount to a different *tzedaka*.
5. One may ask three individuals to annul a pledge if he has a justified reason. To be effective, this annulment must take place before the funds are transferred to the charitable cause or the poor recipient. The reason we require justification and do not rely on *hatoras nedorim* annulment (as we do on *Erev Rosh Hashona*) is that the recipient suffers a loss from the annulment. Examples of proper justification include: A) A change in the donor's physical or monetary situation. B) The financial situation of one of the donor's relatives has deteriorated necessitating financial assistance from the donor. C) If the donor had only decided in his mind to give the donation but never verbally committed himself. D) If the donor already violated his commitment on at least one occasion. The reason for D is because annulling the vow also cancels the violation. More generally, whenever the purpose of annulling the vow is to fulfill a mitzvah the annulment is justified.

6. One may have his pledge annulled only if the pledge has not been fulfilled. If the funds were already transferred (in a valid halachic sense) to the recipient, the donor may not have his pledge annulled. For example, after one gives an agent pledged money to deliver to a charitable organization, he may no longer annul that pledge. The reason is that ownership is immediately transferred to a charitable organization when one hands money to an agent and tells him to give it to the organization.
7. One may not cancel a check that he wrote to a charitable organization even if the check was post-dated. The reason is because his writing evinces a firm mental commitment, and therefore, the status is equivalent to that discussed in paragraph 1. In order to cancel the check, one must first have his pledge annulled. The same is true if one gave his credit card details to a charity with instructions to access a specific amount of money.