**Title:** Are Charitable Pledges Enforceable?

**Subtitle:**

**Meta Description:** Are Charitable Pledges Enforceable? - With the economy still in the doldrums, many people must face whether charitable pledges can be enforced

**Date:** 10-3-2011

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**Formatted Content:**

**Raw Content:** <div dir="ltr" style="text-align: left;">
<div style="text-align: justify;"><span style="-webkit-border-horizontal-spacing: 0px; -webkit-border-vertical-spacing: 0px; border-collapse: separate;"><span style="font-family: Georgia, 'Times New Roman', serif;">With the economy still in the doldrums, many people [and many charities] must face whether charitable pledges can be enforced if the donor runs for the hills.  The short answer, at least in New Jersey, is that charitable pledges <b><span style="text-decoration: underline;">are</span> </b>enforceable, as a matter of public policy, even if unwritten, not backed by consideration, and although the charity did not act in reliance. </span></span></div>
<div style="text-align: justify;"><span style="font-family: Georgia, 'Times New Roman', serif;">In <span style="text-decoration: underline;">Jewish Federation of Cent. New Jersey v. Barondess</span>, 234 N.J. Super. 526 (Law Div. 1989), an individual made an oral promise to give $2,000 to a religious institution.  The promise was not to be performed within a year and – at the time – such promises were barred by the [now repealed] Statute of Frauds.  It also appears that the charity did not give consideration for the pledge, nor act in reliance.</span></div>
<div style="text-align: justify;"></div>
<div style="text-align: justify;"><span style="font-family: Georgia, 'Times New Roman', serif;">The court was not troubled by finding itself “hard-pressed” to locate either consideration or reliance.  Rather, the court stated, “The real basis for enforcing a charitable subscription is one of public policy -- that enforcement of a charitable subscription is a desirable social goal.”  (<span style="text-decoration: underline;">Id.</span>, at 528.)  That being so, the court felt it therefore illogical “to permit the institution of a contractual defense to undermine that policy.”  It enforced the pledge. </span></div>
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<div style="text-align: justify;"><span style="font-family: Georgia, 'Times New Roman', serif;"><span style="text-decoration: underline;">And see</span>  <span style="text-decoration: underline;">More Game Birds in America, Inc. v. Boettger</span>, 125 N.J.L. 97, 101 (E. &amp; A. 1942), where the court stated: “A careful study of the cited decisions and many others to like effect, together with opinions of text writers on the subject, impels the conclusion that public policy forms the basis upon which consideration is spelled out in order to impose liability on charitable subscriptions.”</span></div>
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