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FISH AND MEAT

By Rabbi Dovid Cohen

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There's a well-known prohibition against eating meat and fish together, and in recent years this issue has presented itself in three new ways: Worcestershire sauce, fish oil and marshmallows.

WORCESTERSHIRE SAUCE

Worcestershire sauce is a steak sauce traditionally made through a fermentation of several ingredients including anchovies, a type of fish. Using fish as the sauce for meat is a classic case of the prohibition against eating meat and fish together and is therefore forbidden. For this reason, authentic Worcestershire sauce – such as the one made by Lea & Perrins – is labeled “Kosher-Fish.”

However, most companies don't have the patience or pride to make Worcestershire sauce in the slow traditional manner. Rather, they create the fermented-fish taste with a “flavor” created from chemicals, and in deference to traditionalism – and to fool consumers – they add a small number of anchovies into the recipe. In these companies, the fish is typically used in tiny amounts that are merely sufficient to get them listed in the desired order in the ingredient panel but have no effect on the taste of the sauce.

Should this latter type of Worcestershire sauce be labeled as “Kosher-Fish?” May consumers use it with meat? The percentage of fish in the recipe is so minute that it is *batel b'shishim* (halachically nullified) and it contributes nothing to the taste of the sauce. If the concern had been that a non-kosher ingredient was added to the sauce, then *b'dieved* the sauce would be permitted since the ingredient is *batel*. However, there is a disagreement in the *Poskim* whether the leniency of *bitul* applies to the restriction of eating fish with meat (see *Pischei Teshuvah* 116:3). Some say that this prohibition is just like any other, where fish that is *batel b'shishim* has no affect on the status of the sauce. But others argue that since eating fish with meat is considered dangerous, the standard concepts of *bitul* do not apply.

The cRc and many other *hashgachos* accept the lenient approach and, therefore, allow such sauces to be labeled as “Kosher – Pareve,” indicating that this type of Worcestershire sauce can be used with meat. Others reject this approach – either on halachic or policy grounds – and do

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THE WEDDING DRESS



by Rabbi Yisroel Langer

Rabbi Yisroel Langer is a Dayan Kavua on the cRc Beth Din and a Rabbinic Coordinator specializing in toloyim. He is also the Rav of Congregation Bais Yitzchok, and a member of the Midwest Bais Horaah.

Q Rochel borrowed an expensive dress from her friend Leah for the purpose of wearing it at her brother's wedding. At the chasunah, the waiter accidentally spilled some gravy onto the dress causing irreparable damage. Does Rochel have any obligation to compensate her friend for the damage done to the dress?

A One who borrows an item assumes full responsibility for any theft or damage that occurs to the item during the time that it is being borrowed for. This is so even if the borrower was not neglectful in his care of the item. For example, if Yanky borrows Shimon's car, and a storm knocks the branches of a tree through the windshield of the car when it is parked, Yanky would be responsible to reimburse Shimon for the damage. However, one who borrows an appliance that breaks because of normal usage of the item, has no responsibility to the lender. For instance, if Sarah borrows her neighbor's food processor, and while using it in a usual fashion, the motor dies, Sarah would be exempt from having to pay back her neighbor. This exemption is known as מתה מחמת מלאכה (C.M. 340:1).

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THE Meat with Fish

Sakanah

by Rabbi Dovid Cohen



It is considered a *sakanah* (dangerous) to eat meat and fish together, or meat cooked with fish, and it is assumed that this applies to all types of fish and all types of meat or poultry. As relates to mixtures of meat and milk there are several restrictions beyond the prohibition to eat them together, and the *Poskim* discuss if those same *halachos* apply to mixtures of meat and fish, as follows.

In many cases, it is forbidden for a person to eat meat on a table where another person is eating dairy. This is out of concern that they might taste some of the other person's food, thereby eating milk and meat together. It is generally accepted that this caution is technically not necessary for meat and fish. Thus, the letter of the law is that at a *kiddush* or *Shabbos* meal some people can, for example, be eating gefilte fish while others eat cold cuts. Nonetheless, the common custom is to avoid this.

Another issue is that after eating meat, we wait six hours before eating dairy; that does not apply between meat and fish. In the opposite case, where a person ate dairy first and now wants to eat meat, they must eat and drink something pareve, and check (or wash) their hands. All of these ensure there is no residue of dairy in one's mouth or on their hands which might get eaten with meat. There are different opinions whether this type of "cleaning" must be done between meat and fish. *Shulchan Aruch* rules that it is required, while Rema says that the letter of the law is that this is not necessary, but the custom is to eat and drink something as a separation. Chochmas Adam goes one step further saying that a thorough cleaning (*kinuach* and *hadachah*) is not needed and it is sufficient to just drink something between the fish and meat to provide a perfunctory cleaning of one's mouth.

Another difference between meat and milk as compared to meat and fish, relates to *ta'am* (taste) absorbed in utensils. As is well known, if a utensil was used for (hot) meat it cannot be used for dairy, or vice versa, because *ta'am* from the meat will become mixed into the dairy food. However, this restriction does not apply to utensils used for meat and fish. Therefore, for example, if one cooked chicken in the oven, they can bake fish in that same oven once the chicken has been removed from the chamber.

However, this leniency is limited to cases where all that will be absorbed is *ta'am* but does not apply if residue of meat remains on the utensil when the fish is cooked (or vice versa). For this reason, a grill board or the grates on a barbecue which were used for meat should not be used for fish unless they are thoroughly cleaned between these uses. We do not have to be concerned about *ta'am* from meat spreading into the fish but must clean these surfaces to ensure that no leftover scraps of meat will become attached to the fish. This is also the reason why the common practice is that the plate and fork used for eating fish are not used for eating meat.



FISH AND MEAT

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not allow any product that contains even the slightest amount of anchovies to be labeled "Kosher – Pareve."

FISH OIL

Many believe that it is healthy to consume the Omega-3 fatty acids found in specific fish oils (as well as flax seeds and some other foods), and companies have started enriching all types of foods including bread, orange juice, butter substitutes, dairy products, and breakfast cereal with these fatty acids. As with Worcestershire sauce discussed above, the oil is typically used in tiny amounts and is subject to the disagreement whether the concept of *bitul* applies to the prohibition of eating fish and meat together.

However, this question has an added wrinkle in that most consumers are not aware that "Omega-3 fatty acids" often come from fish. Therefore, some feel that it is acceptable to label Worcestershire sauce as "Kosher – Pareve" because conscientious consumers will see the word "anchovies" in the ingredient panel and make their own decision whether to eat it with meat. But they will not realize that the "Omega-3 fatty acids" in their bread or other food might be fish-based, and will therefore be unable to make an informed decision as to whether they should eat it with meat. As such, even some who accept the lenient opinion regarding Worcestershire sauce, will only allow Omega-3-enriched foods to be labeled "Kosher – Pareve" if the package clearly indicates that the food contains fish.

MARSHMALLOWS

Marshmallows are relatively new to the kosher palate, as their most crucial ingredient – gelatin – comes from pigskins, beef hides or fish skin. There is a well-known opinion that gelatin produced from non-kosher beef hides is kosher, but (a) nowadays, most gelatin is made from pigskins, which have a stricter status than beef hides, and (b) mainstream American hashgachos reject the lenient opinion. Thus, standard gelatin on the market is not kosher, and that includes many products certified by subpar *hashgachos* which list "kosher gelatin" as an ingredient.

However, it is possible to produce gelatin that is kosher according to all opinions. It is either made from kosher fish, or from hides of beef that underwent *shechitah*, *bedikah*, and *melichah* and are fully kosher. Production of either type of kosher gelatin requires full-time onsite oversight (*hashgachah temidis*) and the cost of kosher beef hides is significantly higher than non-kosher hides. Accordingly, truly kosher gelatin is considerably more expensive than the non-kosher version it replaces.

The availability of kosher gelatin has delighted many people and has also raised some halachic questions that earlier generations didn't have to consider. One of them is: can kosher marshmallows be eaten with meat?

One halachic difference between (kosher) fish gelatin and meat gelatin is that – to the surprise of many – meat-based gelatin is not *fleishig* and can, for example, be used in kosher yogurt (i.e., dairy), but fish-based gelatin is "fishy" and cannot be eaten with meat! [The rationale for this difference is beyond the scope of this article.] Thus, marshmallows made with meat-based gelatin are pareve and can

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ISRAEL BONDS

AND THE HETER ISKA

Rabbi Aaron Kraft

Rabbi Aaron Kraft is a cRc Dayan Kavua. He also serves as Rosh Bais Midrash in Bais Chaim Dovid. Among his many duties, Rabbi Kraft works on providing explanations on Bais Din halakhic forms.

Bonds are common investment instruments representing a loan between purchaser and issuer. When addressing government issued bonds, the investor extends a loan to the government for a fixed period, during which time interest payments are made, and upon maturation, the principal is returned. In the case of Israel government issued bonds, we must analyze whether this poses a *ribbis* violation because the issuing government is Jewish and paying interest to Jewish bond purchasers.

This question is not new. In 1951, when the Israeli government launched its bond program to raise revenue needed for infrastructure and development, American rabbis reached out to the Chief Rabbinate of Israel inquiring whether the purchase of Israeli Bonds violated the prohibition of *ribbis*. In a letter written by Rabbi Ben Zion Meir Chai Uziel, dated in that same year, he answered that the purchase of Israeli Bonds is a business partnership between the purchaser and the Israeli government and as such is not a loan and does not constitute a violation of *ribbis* (scan the QR code at the end of this article to see a copy of this letter). As an additional argument in favor of the validity of Israeli Bonds, he references a *Heter Iska*, which would permit the purchase of Israeli Bonds at least according to most halachic authorities. Although we were unable to locate an actual copy of the *Heter Iska* agreement or similar clause that is mentioned in the letter, halachic authorities throughout the ages frequently reference a *Heter Iska* in connection with Israeli government issued bonds (see *Shut Beis Avi* 1:117), which we will discuss below.

According to some *poskim*, there may be some additional considerations that lead to the conclusion that purchasing an Israeli Bond does

not violate the prohibition of *ribbis*. For example, Rav Moshe Feinstein (*Igros Moshe* YD 2:63) in addressing a different question, originates a novel ruling that the prohibition of *ribbis* does not apply when a corporation borrows money. He explains that the Torah's restriction on charging interest exists only for a borrower who has personal liability to repay the loan. A loan made to a corporation does not impose any personal liability on the shareholders of the corporation and as such does not violate the principles of *ribbis*. It would follow that a bond issued by the Israeli government would be permissible because the Israeli government is responsible for repaying the debt and not any individuals.

Rav Tzvi Pesach Frank (*Har Tzvi* YD 126) argues with Rav Moshe's position on corporate borrowers but suggests his own novel ruling with regard to government issued bonds. He suggests that a Jewish government is not considered a Jewish entity at all, because while a corporation has individual owners, the individuals responsible for government operation and management do not possess any ownership over government assets. As such, even if a Jewish corporate borrower would be subject to the rules of *ribbis*, a Jewish government would not be.

Many contemporary *poskim* discuss the permissibility of purchasing Israeli Bonds and mention some of the above considerations. They also point out that one need not rely on novel leniencies to permit purchasing Israeli Bonds because the Chief Rabbinate of Israel authored a general *Heter Iska*, known as a *Heter Iska Klali*, on behalf of the State of Israel to ensure that no transactions involving the Ministry of Finance will violate the laws of *ribbis*. The *Heter Iska Klali* is a tool commonly utilized by Jewish owned banks or mortgage companies where it is difficult to execute an individual *Heter Iska* for every transaction that takes place due to the sheer volume of such transactions. This general document, that according to many *poskim*, must



be referenced in the transaction documents or lending institution's bylaws to be valid, establishes that all transactions originating from the lending entity are subject to the terms of a *Heter Iska* (see *Bris Yehuda* chapter 40 notes 19-21). To see two versions of the *Heter Iska Klali* drafted on behalf of the State of Israel, one in 1979 and another in 2013, scan the QR code at the end of this article.

We should note that some authorities question the efficacy of a *Heter Iska Klali* (see *The Laws of Ribbis* pg. 415 note 23) and others indicate that even if it suffices for lending institutions such as banks, it is more questionable when the lender is a government agency because the government does not typically use the funds it receives to invest and produce profit (see *Bris Yehuda* chapter 7, footnote 68). According to these authorities purchasing Israeli Bonds without including a *Heter Iska* condition to the transaction could raise halachic concerns. However, the cRc endorses the view that one may rely on the *Heter Iska Klali* to purchase Israeli Bonds (see also *Bris Yehuda* *ibid.* cited in *The Laws of Ribbis* pg. 106 footnote 52 who concludes that one may rely on the opinions that permit purchasing Israeli Bonds). In this sense, when purchasing an Israeli Bond, one can do so with halachic confidence and personal pride knowing that through the *Heter Iska Klali* arrangement one is literally partnering with the State of Israel, the Jewish homeland.

See *Chicago Rabbinical Currents, Issue 2, Demystifying the Heter Iska* for more information.

Scan to view all of the issues of the Chicago Rabbinical Currents as well as the supporting documents for Issue 3.



FISH AND MEAT (continued from previous page)

be eaten with either meat or milk, and at first glance we would say that foods made with fish-based gelatin cannot be eaten with meat.

However, upon further investigation it turns out that, in most foods, gelatin is used in tiny amounts. That means that it is *batel b'shishim* and is subject to the difference of opinion noted above (i.e., is *bitul* meaningful when discussing

eating fish with meat). An exception to this is that in the production of marshmallows, gelatin can comprise as much as 5% of the recipe! Halachically, that is considered too significant to be ignored, and therefore the marshmallows have the status of being "fish" and cannot be eaten with meat.

To help consumers deal with this concern,

some kosher marshmallow companies list "fish gelatin" in their ingredient panel rather than just "gelatin," so that the users will know not to use them with meat. If the ingredient panel does not indicate which type of gelatin is being used, consumers should call the agency which certifies that food as kosher, to inquire about this issue.



THE WEDDING DRESS

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There is a dispute amongst the *Rishonim* as to the rationale behind the exemption of מתנה מלאכה. The Ramban understands that since the object broke during normal use, the lender is considered the one at fault as he lent a defective item. It would follow, according to the Ramban, that if the item was not defective, but rather some incidental damage occurred while the borrower was using it, then the borrower would be held accountable. For example, if one borrows a car and causes damage to the vehicle by driving it into a pothole, even if the unexpected pothole couldn't have been avoided, and the borrower was not negligent, he would still be held responsible.

The Ramah has a different understanding of the exemption of מתנה מלאכה. When one lends an item, it is with the understanding that it is being borrowed for the purpose of using it and not to be kept locked up in a box. If anything broke or got ruined during normal usage, the lender was aware of this possibility, and was willing to take the chance when lending the object. Accordingly, even if the item was not defective, and some mishap took place that was only incidental in nature, such as driving a car into an unexpected pothole, the borrower would not be held liable.

Returning to our original question as to whether Rochel has any responsibility to compensate her friend for any damages, this would seem to be dependent on the dispute between the Ramban and the Ramah. According to the Ramban, Rochel would be obligated to pay for the dress, since Leah did not lend a defective dress to Rochel, rather the dress got ruined in an incidental fashion while Rochel was wearing it. However, according to the Ramah, Rochel would not have to reimburse Leah, as the damage happened during normal usage and Rochel was not neglectful in her care for the dress.

The majority of *Rishonim* and *Poskim* rule in accordance with the Ramban. This is also the ruling of the Rema (Rav Moshe Isserliss) in *Shulchan Aruch* (C.M. 340:3). The Mechaber (*ibid*) disagrees and rules in favor of the Ramah. Ordinarily, Ashkenazik Jews follow the opinions of the Rema, which means that in our scenario, Rochel would have to pay Leah back for the dress. However, when it comes to monetary disputes between two parties there is a presiding principle known as קים לי. This principle states that if one of the parties is a *muchzik* (he is presently in possession of the item or money that is being disputed), he can say to his opponent that I am choosing to follow the opinion mentioned in *Shulchan*

Aruch that supports my position¹. Accordingly,

Rochel could say קים לי like the opinion of the Mechaber who rules like the Ramah, and therefore I am not obligated to pay Leah. According to most *Poskim*², even

if the *muchzik* is unaware of the opinion in *Shulchan Aruch* that supports their view, Beis Din will make that claim on their behalf. Although it may be appropriate for Rochel to pay Leah, she has no obligation to do so.

1. See *Tumim* quoted by the *Pischei Teshuvah* (C.M. 12 S.k.11) that one cannot say קים לי like an opinion that is not mentioned by the Mechaber or Rema.

2. *Nesivos* (*siman* 25 *kitzur klalei dinei tefisa* s.k. 23), see also *Seder Hadin* (Ch. 8 notes 142 and 143.)

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We value proactive community engagement, education and partnership, and Chicago Rabbinical Currents articles address aspects of practical halacha that are applicable to all.

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