



CHICAGO RABBINICAL CURRENTS

June 2024

Volume I Issue 4

סיון תשפ"ד



THE HALAKHIC PRENUPTIAL AGREEMENT

by Rabbi Yona Reiss, Av Beth Din

Rabbi Yona Reiss is the Av Beth Din of the cRc Beth Din. Rabbi Reiss was appointed Av Beth Din in 2013, having previously led the Beth Din of America in New York. In addition to being a renowned *maggid shiur* and *posek*, Rabbi Reiss also earned his law degree from Yale Law School and worked for a number of years in corporate law. Under Rabbi Reiss's leadership, the Beth Din presides over many Jewish divorce (*Get*) cases, and encourages parties to sign a halakhic prenuptial agreement upon their marriage.

The idea of a halakhic prenuptial agreement is not a newfangled concept. The Gemora¹ tells us that the institution of the *ketubah* was ordained for the purpose of setting up a mechanism whereby a husband would not hastily divorce his wife when the marriage is otherwise viable since the *ketubah* payment would serve as a deterrent. After Rabbeinu Gershom established a rabbinic enactment approximately one thousand years ago that a husband would be excommunicated if he divorced his wife against her will, the Rema² suggested that the *ketubah* document was no longer as necessary as it had been in the past (although he emphasized that one may not deviate from the custom of requiring the *ketubah*). Nonetheless, the *ketubah* continues to serve as a vital prenuptial marriage contract in the Jewish community as a form of memorializing the husband's multifold obligations towards his wife, including taking care of her and cherishing her during marriage, and for the purpose of supplying an assurance of support upon death or divorce.

We are also familiar with the institution of *tenaim* which serve as an additional prenuptial agreement signed at the time of the wedding. In previous eras, the *tenaim* document was signed well before the time of the wedding, and this document served to highlight the obligations of the engaged couple not to break the engagement, subjecting the violator of that pact to serious fines and penalties.³ Nowadays when we are hesitant to have an engaged couple take upon themselves this type of punitive measure, we have converted the *tenaim* document into a more "pro-forma" wedding document⁴ which simply states that all conditions precedent to marriage have been satisfied and that the parties are prepared to go forward with the wedding. According to some authorities,⁵ the one abiding commitment of the *tenaim* that still applies after marriage is the clause that asserts that the parties will share in their marital assets and not hide their monetary holdings from each other.

In addition to this "*tenaim*" document, there was also a "*tenaim acharonim*" prenuptial document that was established many hundreds of years ago as a "*Takanas Shu"m*," meaning that it was a rabbinic enactment from the communities of Speier, Worms, and Mainz. This document contemplated the possibility that the couple after marriage might encounter a situation of marital discord, and provided that in the event of such discord and marital separation, the husband would undertake to provide his wife with a certain quantifiable amount of support each day, and agree that any dispute between

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FATS AND OILS

by Rabbi Dovid Cohen

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FATS & OILS

All fats and oils – whether they come from animals, vegetables, or fruits – consist of two distinct parts. One part is called "glycerin," and the other part is three fatty acids each of which is attached to one of the "arms" of the glycerin. Glycerin is the same regardless of which fat or oil it comes from, and the difference between one fat and the next, or one oil and another, is the makeup of the fatty acids. For example, the reason beef fat is solid at room temperature, while olive oil is not, is because of the types of fatty acids they each have. In this article, we will look at these two components, glycerin and fatty acids, and how they are used in food production.

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1. Yevamos 89a; see also Rambam, *Hilchos Ishus* 10:7. 2. Even Haezer 66:3. 3. See *Shulchan Aruch*, *Even Haezer* 50:6. 4. See *Igros Moshe* EH 1:91. 5. See, e.g., *Maharik* 57.

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them would be submitted to a named Beth Din that would endeavor to reestablish peace and harmony in the marital home. This document is recorded in the *Nachlas Shiva*⁶, the landmark volume from three hundred and fifty years ago that collected and annotated all classical Jewish law contract documents.

For the past one hundred plus years, there have been sustained efforts by numerous Jewish law authorities to formulate a type of prenuptial agreement that would address an additional area of concern within the Jewish community, namely the problem of *Agunot* (women whose husbands refuse to give them a *Get* despite the non-viability of their marriage).⁷ Since there is a long tradition of employing prenuptial agreements for the protection of a woman's interests, including sustaining a marriage when in her best interests, or providing support for a woman in a troubled marriage, it seemed logical to use this time-honored device towards the age-old rabbinic desideratum of preventing women from being *Agunot*.⁸

One of the cornerstones of a valid *Get* is that it must be given willingly by the husband.⁹ Thus, an agreement that would compel the husband to give a *Get* upon the dissolution of a marriage could lead to a "coerced *Get*" (*Get Meuseh*) that would be considered invalid under Jewish law.¹⁰ Hence, some early attempts at a prenuptial agreement that included a requirement for a husband to give a *Get* in the event of divorce or else face a penalty were rejected by rabbinic authorities for this reason. Although the Rema¹¹ writes that a self-imposed penalty does not lead to a coerced *Get* after the fact, most rabbinical authorities are not comfortable relying on this position because some later authorities disagreed with his ruling, particularly in a case

when the husband asserts at the time of the *Get* that he is only giving the *Get* because of the fear of the penalty,¹² and also because the Rema himself only wrote that one can be lenient "after the fact."

Rav Bezalel Zolti *zt"l*, who served as the Ashkenazic Chief Rabbi of Jerusalem, proposed¹³ a form prenuptial agreement that would require the husband to pay support if he did not give a *Get* in the event that the couple was already civilly divorced, based on the argument that such a woman fell into the Talmudic category of "divorced but not completely divorced" in which case the halacha requires that the husband must support the wife even if he would otherwise have been technically exempt according to halacha.¹⁴ In order to avoid the support obligation, the husband would be more likely to give a *Get*.

Nonetheless, other rabbinic authorities rejected his proposal, because the category of "divorced but not completely divorced" only pertains to a situation in which a doubtful *Get* has been given (as opposed to a civil divorce which surely does not qualify as a *Get*) and in which the husband through his own fault had placed the wife in that situation, as opposed to a case where the wife may have obtained the civil divorce over the objection of the husband when the marriage could otherwise have been saved.¹⁵

Another form of prenuptial agreement addresses the need to bring the recalcitrant husband into the Beth Din, something which cannot be done automatically in a country like the United States of America where there is separation between religion and state. As a famous Jewish personality once stated, "90% of success is showing up." In the context of resolving *Agunah* cases, it can aptly be stated that "90% of success in resolving *Agunah* issues is getting the husband to show up in front of the Beth Din."

Along these lines, Rav Moshe Feinstein *zt"l* approved a prenuptial agreement, which he proposed be incorporated into the standard *Tenaim* document, which states that both the husband and the wife agree that in the event either party requests a *Get*, both parties agree to appear before a named Beth Din, and in the event that the Beth Din rules that a *Get* should be given and accepted, the parties must acquiesce

to the ruling of the Beth Din.¹⁶ Rav Moshe added that the great advantage of this agreement was that it would be respected by the secular courts as a binding arbitration agreement to appear before Beth Din, and is thus capable of enforcement. This type of compulsion does not lead to a coerced *Get*, because the husband is only being coerced to appear before Beth Din, which is perfectly legitimate according to Jewish law.

Indeed, the need to have a prenuptial agreement to require the parties to appear before the Beth Din in the first place helps to serve another important purpose, which is to encourage the parties to resolve all their disputes in front of a Beth Din as opposed to a civil court. Although there is a strong prohibition in Jewish law against two Jewish parties litigating in front of secular courts,¹⁷ this transgression is unfortunately violated in many divorce cases. For this reason among others, Rav Zalman Nechemia Goldberg *zt"l* was a strong advocate of a halakhic prenuptial agreement that would steer the divorcing couple to adjudicate their differences, whether relating to the *Get* or otherwise, in a Beth Din.¹⁸

In Israel, there is less of a need to have parties sign a document agreeing to litigate any disputes regarding the giving of a *Get* in front of a Beth Din, because the official rabbinical courts of the State of Israel have automatic jurisdiction as a matter of Israeli law over divorce cases, so that they can compel a husband in any event to appear before the rabbinical court and to comply with their edicts. This helps to explain why rabbinical authorities in Israel are less supportive of halakhic prenuptial agreements since the agreements in Israel tend to reduce the authority of the official rabbinic courts, in contrast to the halakhic prenuptial agreements outside of Israel, which are premised upon Rav Moshe's proposal to enhance the authority of the rabbinical courts.¹⁹

However, even when there is an obligation to appear before a Beth Din, the Beth Din may not always be able to bring about a resolution of an *Agunah* situation with the issuance of a ruling that a *Get* is appropriate. Although there are rare situations in which the halacha does allow the Beth Din to authorize coercion²⁰ (in which case

6. *Nachlas Shiva*, chapter 9. 7. See the lengthy discussion in the article "Ein T'nai B'nisuin" by R. Tzvi Gartner and R. Betzalel Karlinsky, published in *Yeshurun*, volumes 8-10. 8. See *Gittin* 19b. 9. See *Rambam, Geirushin* 1:2. 10. *Yevamos* 106a. 11. *Even Haezer* 134:4. 12. See *Kovetz Teshuvos* (Rav Yosef Shalom Elyashiv *zt"l*) 2:163. 13. *Pardes*, volume 7, pages 6-8 (1983). 14. See *Kesuvos* 97b; *Shulchan Aruch, Even Haezer* 93:2. 15. See Rabbi J. David Bleich, *B'nisuin Halachah*, vol. 1, p. 9. 16. *Igros Moshe* EH 4:107. 17. See *Rashi, Shemot* 21:1; *Choshen Mishpat* 26:1. 18. See *Yeshurun*, volume 11.

a civil court, acting on behalf of the rabbinical court, may also exercise that coercion to require the husband to appear before the Beth Din to deliver a *Get* to his wife²¹, in most cases the Beth Din would only be allowed to use moral persuasion (or the denial of benefits as opposed to the imposition of penalties)²² to convince the husband to give a *Get*. While there are organizations such as ORA that work together with Batei Din to bring about moral persuasion through demonstrations and the like, it is far more effective to build in a monetary incentive for a husband to give a *Get* in a way that any monetary obligation would not constitute an impermissible penalty. Requiring the husband to continue to pay his wife support that he is otherwise required to pay, particularly when it does not even reference or relate to the giving of a *Get*, is one way to establish such a framework, consistent with the monetary obligation of support upon a couple's separation found in the *Tenaim Acharonim* codified by the *Nachlas Shiva*.²³

Approximately twenty-five years ago, the Beth Din of America, through the efforts of Rav Mordechai Willig *shlit"a* (then the *Segan Av Beth Din*, and now the *Av Beth Din*), devised a halakhic prenuptial agreement based in part upon Rav Moshe's suggested format for a binding arbitration agreement regarding any *Get* dispute, and also based upon the *Tenaim Acharonim* of the *Nachlas Shiva* that provides for the husband to pay monetary support to the wife for the period in which they may be separated. This prenuptial agreement consists of two major features: (a) an agreement by the parties to submit any disputes regarding the *Get* or related Jewish law marriage contracts, such as the *ketubah* and the *tenaim*, to the Beth Din for adjudication; and (b) a binding commitment by the husband to pay a certain specified amount of support (currently calculated as \$150 a day in accordance with typical cost of living expenses) in lieu of his obligation of support under Jewish law to his wife for each day of the period in which they are living separately. The monetary obligation automatically terminates if the wife does not comply with the directives of the Beth Din. In addition, the agreement provides the option for the parties to submit

any other disputes relating to the dissolution of their marriage, such as division of assets, child support, and parenting arrangements, to the Beth Din as well.

This agreement, in which the husband undertakes the support obligation even in the event of separation, also relies upon the opinion of the *Toras Gittin*²⁴ (by the author of the famous commentary *Nesivos Hamishpat*) that a husband can undertake to continue to pay the support obligation for his wife even when he is not receiving the benefits of her handiwork (*ma'aseh*

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yadeha) and even when she is not otherwise fulfilling her share of the marital duties, so that a *Get* that is given to avoid any such obligations is perfectly valid.

The halakhic prenuptial agreement of the Beth Din of America, formulated in this fashion, has been highly touted by the Rabbinical Council of America and many others, and received written endorsements from Rav Gedalia Dov Schwartz *zt"l*, Rav Ovadia Yosef *zt"l*, Rav Zalman Nechemia Goldberg *zt"l*, Rav Yitzchak Liebes *zt"l*, and Rav Chaim Zimbalist *zt"l*.²⁵ More recently, it has received the written endorsement of Rav Asher Weiss *shlit"a*²⁶ and the verbal endorsement of Rav Shmuel Fuerst *shlit"a*. Significantly, the fact that many couples have signed the

agreement over the past quarter century has helped to prevent numerous *Agunah* situations. In the vast majority of cases, the husband would prefer to give a *Get* at the conclusion of a non-viable marriage than continue to pay the sum of \$150 a day to his wife for as long as they are both alive.

Still, some authorities have expressed both practical and halakhic concerns regarding the agreement. However, in crafting and in fine-tuning the agreement, Rav Willig ensured that careful attention was given to overcome any such concerns.

One practical concern that has been voiced is not to start off marriages with the premise that there is a likelihood of divorce. Even in his endorsement of having the couples sign a prenuptial agreement giving authority over *Get* decisions to a particular Beth Din, Rav Moshe Feinstein counseled that such an agreement should only be promoted if it will not lead to squabbling at the time of marriage.

However, this concern has been largely alleviated since it has become so commonplace for couples to sign this agreement that it is viewed in many circles as *de rigueur*, much in the same way that the *ketubah* is always happily signed with great fanfare even though it contemplates the possibility of death or divorce. Also, many couples understand that they are not signing the agreement for their own sake, but to set an example for those marriages where utilization of the agreement will ultimately prove necessary.

Another common objection is that the undertaking by the husband to pay the support amount constitutes a penalty obligation which could lead to a coerced *Get*. This concern was most recently expressed by Rav Moshe Shternbuch *shlit"a*²⁷ in a responsum penned approximately nine years ago based on the cost of living expenses in Israel at the time, which Rav Shternbuch noted was considerably less than the \$150 daily amount stated in the prenuptial agreement.

However, as Rav Asher Weiss *shlit"a* noted in his endorsement of the prenuptial agreement, this is not really a concern for those signing the agreement in America since the support amount pursuant to the agreement is calibrated

19. See Amichai Redziner, *Heskem Kedem Nisuin: Bein America l'Yisroel*, *Mishpatim Journal*, pp. 5-59 (2007). 20. For a famous elucidation as to why this would not constitute a coerced *Get*, see *Rambam, Hilchos Geirushin* 2:20, who explains that in these cases, we assume that the husband deep down inside wants to fulfill the will of the Rabbis, and that beating him up is simply for the purpose of beating out his evil inclination so he will be reminded of his true desire to do what is right. 21. See *Gittin* 88b. 22. See *Sefer Hayashar, siman* 24; *Rema, Even Haezer* 154:21. 23. This would be distinguishable from the monetary obligation contained in R. Zolti's form, which specifically relates to the Jewish divorce process, and is imposed upon the husband even when there would not otherwise be a basis for the obligation. 24. *Even Haezer* 134:6, cited by *Pischei Teshuva EH* 134:9. 25. See letter republished at www.bethdin.org. 26. See id. 27. *Teshuvos v'Hanhagos* 7:165.

to reflect normal cost of living expenses (the Beth Din of America has devised a separate form for couples living in Israel, with a much smaller support amount of \$75 a day). Furthermore, if the husband has a legitimate halakhic argument as to why he is not obligated to pay the expenses, he can raise that issue in front of the Beth Din, which will decide according to Jewish law. In this sense, it should be noted that the agreement was fine-tuned to grant authority to the Beth Din panel to adjust the amount of support for a family that pays less in daily expenses than the amount stipulated in the agreement. Finally, Rav Weiss noted that if one could conjure up a case where these arguments would be dubious, one can always rely after the fact (*b'dieved*) upon the opinion of the Rema that a self-imposed penalty does not generate a coerced *Get*.

Another objection that has been voiced is that even if the amount of support undertaken to be paid by the husband is not a penalty amount, it could still be unenforceable based on the principle of "*asmachta*" (conditional obligation). According to the doctrine of *asmachta*, a conditional future obligation is generally not viewed as valid due to a lack of resolute commitment (*g'miras da'as*) on the part of the person undertaking the obligation.

However, as noted by Rav Willig,²⁸ the issue of *asmachta* can be overcome according to many authorities by stipulating that the agreement takes place "as of this moment" (*me'achshav*) even if the actual payment obligation only goes into effect later.²⁹ Additionally, according to the Rema,³⁰ *asmachta* concerns can always be alleviated by having the parties agree that they have effectuated a binding commitment to the transaction in front of an esteemed Beth Din. Even if the agreement is not actually signed in the presence of an esteemed Beth Din, an acknowledgment of such a commitment is deemed sufficient. Finally, as Rav Yosef Shalom Elyashiv *zt"l* noted in a different context,³¹ any agreement that is effectuated in connection with marriage is viewed as a binding commitment based on the immediate agreement to marry,³² which explains why the *ketubah* amount obligations (including the *tosefes ketubah*) undertaken by a husband at the time of marriage in the event of death and divorce are viewed as binding.

Two additional issues presented to Rav Willig *shlit"l* by a confidant of Rav Yosef Shalom Elyashiv *zt"l* were (a) the concern that the husband might not understand the import of what he is signing, and (b) the fear that the



agreement would encourage the wives to utilize the secular court system.

However, as Rav Willig has pointed out, the *Shulchan Aruch* rules that whenever a person signs a document, he is deemed as having fully understood exactly what he was signing,³³ even if he is not proficient in the language of the document.³⁴ With respect to the second concern, one of the main purposes of the agreement is to promote utilization of the Beth Din rather than the secular courts, and indeed more and more couples are opting to sign the additional provisions of the agreement which provide that they will submit to the Beth Din all divorce disputes for resolution, including child related matters.

Nonetheless, part of the give and take of the halakhic process is to address all concerns to create the most effective mechanisms. The Chicago Rabbinical Council, which has adopted and adapted the halakhic prenuptial agreement for use within the Chicago community, strongly encourages officiating Rabbis to discuss the details of the prenuptial agreement with marrying couples to ensure that they

understand every aspect of the agreement. We also recommend that the parties grant jurisdiction to the Beth Din to resolve all divorce issues. This in fact is becoming the norm, as the divorce caseload of the Beth Din of the Chicago Rabbinical Council has grown exponentially in the last number of years, with many more couples coming to our Beth Din to resolve all aspects of their divorce.

There was a recent case of a young man from the Chicago community who became a *chossan*, and asked me to be the *mesader kiddushin* at his wedding. After I discussed the halakhic prenuptial agreement with the *chossan*, he asked me to be in touch with his Rosh Yeshiva, who had reservations about the husband's monetary obligations under the agreement. I noted to the Rosh Yeshiva that it was possible to sign the version of the prenuptial agreement explicitly endorsed by Rav Moshe Feinstein, in which the parties would simply accept the jurisdiction of the Beth Din to decide any future *Get* dispute, without needing to sign the full version of the halakhic prenuptial agreement that includes the husband's assumption of the monetary support obligation. Although the full version of the agreement is more effective in terms of creating a monetary incentive to give a *Get* when the marriage cannot be saved, it is better to have at least the arbitration agreement in place to abide by the ruling of the Beth Din, because this alone has the capability of preventing *Agunah* situations, as noted by Rav Moshe.³⁵ However, it is also important to ensure that if a halakhic prenuptial agreement is utilized, it be a form that is approved by mainstream halakhic authorities, such as the Beth Din of America and Chicago Rabbinical Council halakhic prenuptial agreement.

Ultimately, we wish each couple the blessing of building a *bayis ne'eman b'Yisroel*, a home that is both enduring³⁶ and filled with trust. The act of signing a halakhic prenuptial agreement prior to one's marriage, whether in the form endorsed by Rav Moshe Feinstein or in the more expanded form of the Beth Din of America that has also been adopted by the Chicago Rabbinical Council, is an expression of commitment to halacha and proper ethical behavior that should serve as a strong foundation for a blissful and beautiful Jewish home.

28. Most of the citations to Rav Willig are from an unpublished article and accompanying notes that he authored on this subject. 29. See *Shulchan Aruch, Choshen Mishpat* 207:14. 30. *Choshen Mishpat* 207:15. 31. *Kovetz Teshuvos* 1:163. 32. See *Kiddushin* 9b. 33. *Choshen Mishpat* 45:3. 34. See *Aruch Hashulchan, Choshen Mishpat* 61:7. 35. I had such a case around twenty years ago, when the husband and wife had only signed a Rav Moshe type arbitration agreement and the husband had run off to the Netherlands. The Dutch court looked at the prenuptial agreement which required the couple to adjudicate any *Get* dispute in front of the Beth Din of America in New York and required the husband to honor the agreement and appear before the Beth Din. The husband promptly gave a *Get*. 36. See *Metzudas Zion, Shmuel* 1, 2:35.

FATS AND OILS

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GLYCERIN

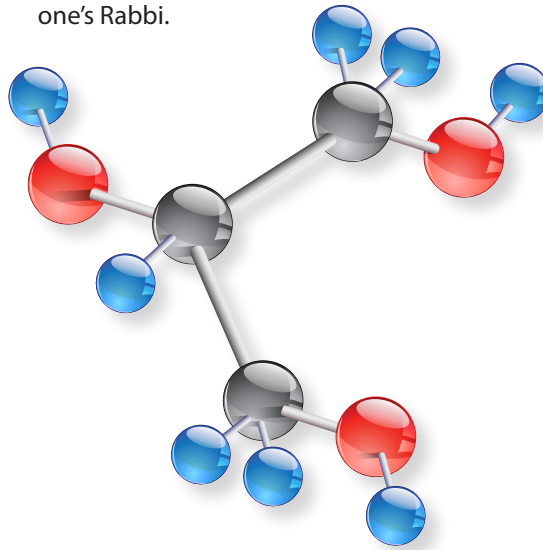
Most people think of oil as something they can use in cooking, but food scientists realized that they could break apart oil and fat molecules into their constituent parts and use those components for other purposes. This is accomplished by heating the oil or fat to very high temperatures (~700° F) under pressure in a huge device called a “splitter,” and it causes the glycerin and fatty acid to separate from one another. The glycerin and fatty acids will each then go through a (separate) distillation process to purify them and separate the individual fatty acids from one another.

In the commercial world, all animal fat is non-kosher, and this means that glycerin made from animal fat is also not kosher. Even vegetable-based glycerin can be non-kosher if the equipment used for “splitting” or purifying the glycerin had previously been used to do the same for animal-based products. Additionally, glycerin is transported in bulk from place to place, and *hashgachah* ensures that the ship, railcar, tanker truck, or drum used for that shipment is dedicated to kosher use or *kashered* before being used for kosher.

Glycerin is used in food products because it adds sweetness and helps them retain moisture. It is also typically used in relatively large amounts, such that it is not *batel* in the food. Therefore, if a food contains glycerin, that food is automatically kosher-sensitive and should only be eaten if it bears a reputable *hashgachah*.

Glycerin is also a significant component of liquid medicines, mouthwash, tooth-

paste, and vaping juice. Generally, these items are not available with kosher certification, and that raises several questions: Which of these items are considered “edible?” How likely is it that the company is particular to use (kosher) vegetable glycerin? What alternatives are there, and does the person’s medical condition warrant consuming the product even if the glycerin might not be kosher? These questions are beyond the scope of this article and should be addressed to one’s Rabbi.



FATTY ACIDS

The more valuable parts of the “split” oil or fat are the fatty acids, so called because they come from fat/oil and have

a certain structure, i.e., a carboxyl group, that chemically identifies them as an “acid.” The carboxyl group is there in each fatty acid, and it is always attached to a chain of carbon atoms, so the main difference between one fatty acid and the next is how long that chain of carbons is.

Fatty acids with between 6 and 14 carbons generally come from inherently kosher sources such as coconut, palm, or vegetable oil. Nonetheless, they are kosher-sensitive because the equipment used to “split” the acids from the oil, segregate one fatty acid from the next, and purify the fatty acids, might also be used to do the same processes for fatty acids made from animal fat. One use for the fatty acids with these chain lengths is in the production of flavors; for example, hexanoic/caproic acid is a fatty acid with 6 carbons, and when reacted with ethyl alcohol it produces ethyl caproate which has an apple-like flavor.

However, the fatty acids with 16 or 18 carbons – palmitic acid, stearic acid, and oleic acid – are much more kosher-sensitive since they can be produced from animal fat (i.e., non-kosher). These might also be used in flavors, such as ethyl palmitate (made with palmitic acid) in buttery or vanilla flavors, or oleic acid in meat or chicken flavors. Another common use is magnesium stearate which is added to pills/tablets

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because it helps them slide in and out of the machinery more easily. The good news is that magnesium stearate is typically used in such small amounts that it is *batel b'shishim*, so a person taking a pill does not have to concern themselves with it.

Flavor chemicals are used in tiny amounts and theoretically they would be *batel b'shishim*. However, since they change the taste of the food (*avidah lit'amah*) they cannot be *batel*. That means that if animal-fat-based oleic acid was used to create the chicken flavor in an instant noodle soup, that soup would be forbidden even *b'dieved*. However, a significant limitation of the *halacha* of *avidah lit'amah* is that it is only a concern when the food is inherently forbidden. But if the only issue is that the *avidah lit'amah* might, itself, have been produced on non-kosher equipment, then it can be *batel*. [The concept is called *melach habaluah m'dam*.] This means, that if the fatty acid was from the earlier group – containing 6-14 carbons – where we know the fatty acid comes from a kosher source, and the concern is just

that it might have been processed on non-kosher equipment, the food will *b'dieved* be permitted.

One last notable use of fatty acids is in the production of polysorbates, which serve as emulsifiers that allow water and oil to mix. They are made by reacting ethoxylated sorbitan (which binds with water) together with a fatty acid (which binds with oils). Polysorbates are categorized by which fatty acid they are made with: polysorbate 20 – lauric acid; polysorbate 60 – stearic acid; and polysorbate 80 – oleic acid. In most cases, an emulsifier plays such a significant role in the food (*davar hama'amid*) that it also cannot be *batel* regardless of how little of it there is. Once again, that strict status only applies when the emulsifier is inherently forbidden, such as with polysorbates 60 or 80, but not if it was polysorbate 20 made with lauric acid since that comes from vegetable oil.

Of course, all these points regarding *bitul* are only applicable in situations of *b'dieved*, but our first choice is always to ensure that all ingredients we eat are 100% kosher.



Chicago Rabbinical Currents is a monthly community newsletter of the Chicago Rabbinical Council (cRc), featuring articles by the staff of the cRc Beth Din and of cRc Kosher.

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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