

TEVILAH OF ELECTRICAL APPLIANCES

Avoiding Water Damage to Electronics

Zevachim 79a discusses a case of a utensil whose exterior became *tamei* by contact with rabbinically impure liquid on the outside, which does not make the interior *tamei*. However, the vessel contains *chatas* water (a solution of water and ashes from a *parah adumah* for use in the purification of those contaminated by a corpse), which will become lost during complete immersion for the purpose of purification. The debate in the Gemara is whether it is sufficient to immerse only the utensil's exterior. The Rabbis were concerned that the owner would not let the *mikveh* water reach the lip of the utensil, thereby risking loss of the valuable *chatas* water inside. Therefore, Chazal insisted that he immerse the whole utensil, forcing him to invalidate the *chatas* water. *Tosafos* (s.v. *Rava*) notes that full immersion is required only in connection with *chatas* water, but in other situations where this fear of not immersing the lip is absent, it would be sufficient to dip only the exterior of the utensil.

CONTRADICTORY MISHNAH

However, the concept of performing *tevilah* to half a utensil appears to be contradicted by a Mishnah. *Keilim* 25:5 discusses a large piece of wood that has two containers carved into it, one holding a *rova* (a quarter of a *kav*) and the other holding half a *rova*, and liquid touched the inside of the *rova* container. The inside of the *rova* container and its outside become *tamei*, since general liquids have Rabbinic *tumah*, making the exterior *tamei*, but the inside and outside of the half-*rova* container remain *tahor*. Nevertheless, the Mishnah rules that when a person immerses this utensil in a *mikveh* to make it *tahor*, he must immerse the whole utensil, even though only half of it is *tamei*. This is because proper immersion requires that the *tamei* utensil be surrounded by the waters of the *mikveh*. This contradicts the Zevachim sugya, which implies that full immersion is only required because of our concern for the *chatas* water, but otherwise one could immerse just the *tamei* part.

RECONCILIATION

The Chazon Ish (*Keilim* 29:12) reconciles the two sources by differentiating between a utensil that became *tamei* from inside and one that became *tamei* from outside. When a utensil becomes *tamei* from inside, the whole body of the implement acquires *tumah* and therefore requires full immersion in a *mikveh*. However, where just the exterior becomes *tamei* by touching a liquid, a rabbinic *tumah*, it is just the outside surface which is affected. The *tumah* does not penetrate the body of the utensil and only the outside needs *tevilah*. In light of this concept of partial *tevilah* of an implement, the *poskim* consider whether it might provide a solution to the problem of electrical appliances that may be damaged by *tevilah*. If electrical connections get wet, that can cause short circuits or corrosion. Electronic chips are even more sensitive to water. Can we dip half the appliance, leaving the part containing the electronics out of the water?

ELECTRICAL APPLIANCES

Rav Yaakov Breisch suggests that a cup immersion heater should not require *tevilah* because its function is only when it is plugged into the wall, and it should be considered *mechubar l'karka*, fixed to a building (*Chelkas Yaakov* 1:126). Some have misunderstood this to imply that any appliance which is plugged in should not require *tevilah*. Yet Rav Breisch himself adds that this applies only where the heating element has no other function. Still, an appliance which stores water after heating, like a kettle, has an additional function of servicing food which would obligate it with *tevilah* (*Chelkas Yaakov* 2:61:3). The novel idea that something plugged in should be considered fixed to a building is rejected by nearly all *poskim*, who attempt to advise how to avoid damage to the electricals.

TWO UTENSILS

Rav Moshe Feinstein argues that one should be able to dip the part of the appliance that contains the food up to the part that houses the heating elements. He regards the appliance as two utensils joined together, and the heating source does not require *tevilah*. He argues that the area where the two are joined does not constitute a *chatzitzah*, an intervention, between the food container and the *mikveh* water, because it is considered like *beis hasetarim*, the hidden parts of a utensil, which are ignored (*Igros Moshe, Yoreh De'ah* 1:57). Dayan Yitzchak Weiss disagrees and asserts that the heating element is subsidiary to the main utensil, and the two parts cannot be considered two utensils. However, he asks that we see in our sugya in Zevachim that dipping only the outer half of the utensil is a kosher *tevilah*. He answers that an essential factor of *tevilah* is that the whole utensil must be surrounded with water and if part of the electrical appliance protrudes, it is not a complete *tevilah*. In the Zevachim case, the whole utensil is surrounded by water, albeit not the interior (*Teshuvos Minchas Yitzchak* 2:72).



Prior to the kinyanim, all the components required to make the kosher batch are gathered into a rented area to enable a kinyan chatzer.

SUGGESTED SOLUTIONS

Most *poskim* agree that one cannot make a partial *tevilah* and offer two solutions. One is to make the device inoperable by disabling the inner workings of the appliance in a way that it would require a professional repair which is carried out by a Jew. This is not very practical, as the alteration must be to the body of the utensil rather than simply disconnecting the electrical cables, and even if one gave it to a Jewish professional, he might delegate the work to one of his non-Jewish workers, which would not achieve anything. Many *poskim* report that if one performs normal *tevilah* and then leaves the device to dry thoroughly for two weeks before connecting it to electricity, their experience is that it is safe to use the appliance without problems. There were temporary solutions suggested during Corona involving selling or gifting the appliance to a non-Jew and then borrowing it back. *Mishneh Berurah* (323:35) rules that this is only effective for 30 days, after which it requires *tevilah*. A further solution is to have the appliance manufactured under Jewish ownership *ab initio* with a reliable *hechsher*, and we shall now explore how that is done.

ACHIEVING JEWISH OWNERSHIP

A distributor of electrical appliances wants to manufacture a batch of toasters, kettles, or sandwich makers under his own label in China, with certification that no *tevilah* is required. The following procedure is based on *Tevilas Keilim Halachah Lemaaseh* by Rav Eliyahu Rosenberg, Rav of the Jewish community in Guangzhou, China. It is published by his kashrus agency, KGC KOSHER, whose *hechsher* appears on many appliances. The Jewish distributor needs to halachically acquire all components to be used in the manufacturing process, plus a 3% margin for wastage, prior to the production run. The logistics of organizing this are not simple, because several *kinyanim* (acts of acquisition) do not work with a non-Jew. We are familiar with this situation from the arrangements for selling one's *chametz* before Pesach, where multiple *kinyanim* are employed to accommodate different opinions. Furthermore, not all *kinyanim* operate at a Torah level, and *tevilah* is a Torah obligation. The first step is for the distributor, after placing his order with the factory, to empower the *mashgiach* of the certifying agency overseeing the production with a *harsha'ah* (power of attorney) in accordance with the law of the land. This allows the *mashgiach* to act as the principal in acquiring all the appliances being manufactured in the certified batch. He must explain the procedures involved to the manufacturer so they understand what they are signing and their legal commitment.

THE KINYANIM

Before the series of *kinyanim* are performed, all the component parts which will be used in the manufacture of the appliances are segregated in boxes and placed onto an area of the factory which has been contractually rented, with rent paid, by the *mashgiach* in order to perform *kinyan chatzeir* (the act of acquiring any movable property found within one's real property). The acquisition of the components, with their containers, is formalized by a written contract that legally transfers exclusive ownership, and the *mashgiach* then pays a contribution towards the insurance cost of these appliances, as they are now his responsibility in case of fire or other loss. The contract confirms full ownership of these components, and after production, the appliances, even before the distributor receives their bill of lading. There follows further *kinyanim*:

- *Kinyan kesef* (cash payment on account).
- *Kinyan sudar* (handkerchief transaction) - a symbolic barter where one party gives another a token object, such as a handkerchief, to signify the transfer of ownership.
- *Kinyan situmta*, acquiring goods based on the marketplace custom of a handshake between the seller and the buyer.

Some opinions hold that certain of these *kinyanim* do not apply to a non-Jew or to transactions on a Torah level, and therefore a combination of the *kinyanim* guarantees that at least one of them applies, even according to these views. They are made conditional on the transaction not being invalidated if the dissenting opinions apply.

NON-JEWISH WORKERS

Although the certifying agency may satisfy that there is Jewish ownership of the appliance *ab initio*, there remains the problem of non-Jewish workers. This is a complex sugya known as *אומן קונה במעשה כל*, a craftsman acquires the improvement he has effected. There is a dispute whether *halachah* assigns certain ownership rights to a worker over his input until he is paid for his work (*Bava Kamma* 98b, *Shulchan Aruch*, *Yoreh De'ah* 120:10, *Choshen Mishpat* 306:2, *Even HaEzer* 28:8), and whether that just applies to pieceworkers, or to factory employees as well. To avoid any possible non-Jewish ownership of the labor element of the production, a clause is inserted into the above contract waiving such potential rights.

INTERVENING NON-JEWISH OWNERSHIP

It is important to note that the certification is only valid if there are no intervening non-Jewish distributors. This is akin to purchasing a silver cup made in Eretz Yisrael, which does not require *tevilah*. However, if that cup is exported abroad, and there is an intervening non-Jewish distributor or store, then it requires *tevilah*. Similarly, an appliance certified as of Jewish manufacture requires *tevilah* if there is an intervening non-Jewish distributor.



Rav Eliyahu Rosenberg, Chabad Rav of Guangzhou, China, is making *kinyan kesef* with the Chinese factory owners, plus other *kinyanim*.