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THERE GOES THE NEIGHBORHOOD: CAN SOMEONE OBJECT TO THE DANGER NEXT DOOR?

Adapted from the writings of Dayan Yitzhak Grossman

Fox News reports:

The aerospace company at the center of a chemical emergency that forced thousands of California residents to flee from their homes over Memorial Day weekend is facing another lawsuit.

The lawsuit contends that United Kingdom-based GKN Aerospace engaged in negligence, trespass and nuisance, alleging it failed to maintain safety protocols despite prior regulatory warnings and a history of environmental violations.

The legal action, among dozens of others, came after a malfunctioning storage tank containing flammable methyl methacrylate overheated and became compromised, prompting evacuation orders across parts of several Orange County, California, cities during the holiday weekend...

The plaintiffs' "trespass" claim is particularly notable, arguing that the chemical vapors, odors and airborne contaminants migrating into their community constituted an invasion of their property.

The plaintiffs are seeking unspecified

compensation and punitive damages for emotional distress, the temporary loss of property use and the long-term diminution of property value caused by chemical stigma...¹

From the plaintiff's complaint in *Li et al. v. GKN Aerospace Transparency Systems, Inc.*:

On or about May 21, 2026, Defendants' (GKN Aerospace) facility suffered a hazardous materials emergency involving methyl methacrylate, commonly referred to as MMA. MMA is a flammable and hazardous industrial chemical used in acrylic plastics and aerospace transparency products.

The emergency was not an abstract inconvenience to Plaintiffs Li, Nguyen, Nguyen, and Schouweiler. It forced them from their homes for approximately three days. It deprived them of the safe use and enjoyment of the property they own/rent and live in. It caused them to fear for their lives. It left them worried about what may have entered the air, soil, surfaces, and possibly groundwater around their homes. And even if the incident is ultimately resolved without diagnosed

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¹Louis Casano, *Lawsuit accuses GKN Aerospace of negligence, trespass after Memorial Day chemical evacuation in California*, Fox News.

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PARSHAS CHUKAS-BALAK

FOREIGN NATIONAL

Excerpted and adapted from a *shiur* by Rav Moshe Ze'ev Granek

Mo'av said to the elders of Midian, "Now the congregation will chew up our entire surroundings, as an ox chews up the greenery of the field." Balak, son of Tzipor, was king of Mo'av at that time.

Bemidbar 16:19

Rashi, quoting Chazal, says that Balak was actually from Midian and ineligible to be king of Mo'av, but fearing an imminent attack by the Jews, Mo'av appointed Balak king to replace the recently killed Sichon (Bemidbar 21:24). The Maharit asks that this contradicts the Gemara, which says (Sotah 47a) that Rus descended from Eglon, king of Mo'av, a descendant of Balak, and it says (Yevamos 76a) that Rus was only permitted to marry Bo'az because the *issur* for a Mo'avi convert to marry into Klal Yisrael applies only to males. If Balak was not actually a Mo'avi, why did Rus require that dispensation?

The Maharsha (Sotah 47a) answers that the two statements are indeed divergent views. The view cited by Rashi holds that Rus did not descend from Balak, but the Gemara in Sotah holds that she did and

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Q&A from the
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Fringe Fabrics

Q Do leather or synthetic four-cornered garments require tzitzis?

A Garments of all fabrics are subject to tzitzis. Wool and linen are obligated *mideOreisa*, and there is a *machlokes* in the Gemara (Menachos 39b) whether other fabrics are obligated *mideOreisa* or *mideRabanan*. The Mechaber (O.C. 9:1) rules that it is *mideOreisa*, but the Rama rules that it is *mideRabanan*. The Mishnah Brurah (ibid. 5) recommends that a *yerei Shamayim* wear a woolen tallis *katan* and tallis *gadol* in order to fulfill the mitzvah *mideOreisa* according to all.

But only a *begeed* is subject to the mitzvah, and *begeed* means a fabric made from woven threads, so leather is excluded

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physical injury to them, the stigma and risk associated with this event have foreseeably affected the value and marketability of their property.

Plaintiffs are informed and believe that the incident was foreseeable and preventable. Defendants stored and controlled a dangerous chemical in a densely populated area. They had a duty to maintain the tank, cooling systems, valves, monitoring systems, emergency systems, and safety protocols necessary to keep that chemical from threatening the surrounding neighborhood. Defendants failed in that duty.²

There are many aspects of this case that are interesting from a Choshen Mishpat perspective. We have previously discussed whether someone may object to his neighbor's conduct if it is not intrinsically tortious but might reduce the value of his property.³ In this article, we discuss several *piskei din* that bear on the rights of those whose neighbors store dangerous substances on their property and related scenarios.

The Be'er Eisek (R' Shabsai Be'er), in the seventeenth century, was asked about a dispute. Reuven was a moneylender and stored valuables in his house. His neighbor Shimon wished to store combustible materials like flax and hemp in his own house, but Reuven objected due to the risk of fire that this would entail to his own things. Rav Be'er argues at length that Reuven is justified in his objection.

Two centuries later, the Bais Yitzchak (R' Yitzchok Schmalkes) wrote that someone who keeps flammable materials must adopt all possible fire safety measures, in accordance with the prevailing custom:

...One is suing the other for informing upon him to the municipality for selling kerosene in his cellar. They compelled him to install iron doors in accordance with their laws, and he also had many other expenses. He is suing for the damage that he caused him.

The latter responds that he did not turn him in for selling kerosene in his shop, but because he stores a lot of kerosene there along with other flammables like matches, so he was afraid for his life...He argues that according to Torah law, too, he is obligated to remove the *mazik* from his premises...

It would appear that selling kerosene in large quantities involves great responsibility. Many fires have resulted from this, and even according to Torah law he is obligated to adopt all possible measures to remain safe from fires, as the onus is on the damager to distance

himself (*al hamazik leharchik es atzmo*).⁴ Therefore, if the judges compelled the seller to install iron doors, this is not considered indirect causation of damage (*gram hezek*), because even according to Torah law he must remove the *mazik*. Although this is only minimally protective, because the doors are open most of the time, he is nevertheless obligated to do whatever is possible...Although they now sell kerosene in all the cellars, they only store small quantities there. Large quantities involve great responsibility, and the neighbors may object unless he acts in accordance with the prevailing custom (*minhag hamedinah*). He therefore does not have the status of an informer with respect to the iron doors...⁵

The Sho'eil Umeishiv (R' Yosef Shaul Natanson) discusses the case of a man who sought to build a brewery and was required under local laws to obtain the signed consent of his neighbors. One neighbor demanded compensation for his consent. The question arose whether this was a case of *zeh neheneh vezeh lo chaser* (this one benefits and that one doesn't lose),⁶ in which we say "*kofin al midas Sdom* (we coerce people not to emulate the behavior of Sdom—whose residents wouldn't allow others to benefit from their property even if it entailed no loss to them—and compel them to provide the benefit for free)."⁷ The Sho'eil Umeishiv's correspondent mentioned two possible arguments against compelling the neighbor to grant his consent without compensation:

- There is a risk of fire in a brewery at night.
- There is a precedent for the notion that one is not obligated to provide a signed consent for use in legal proceedings without compensation, the rule of *kofin al midas Sdom* notwithstanding (for reasons that are beyond the scope of this article).⁸

The Sho'eil Umeishiv endorses the second argument and concludes that it is obvious and clear that he is not obligated to provide his signature for free.⁹ While he does not directly address the fundamental question of whether according to halacha itself the neighbor would have the right to object to the brewery's construction, he is clearly at least sympathetic to the neighbor's concern for the danger involved.

R' Tzvi Yehudah Ben Yaakov, a contemporary *dayan*, discusses this question:

A business owner has an asbestos awning on his premises, and the neighbors demand that he replace it, because the asbestos endangers

⁴ See Bava Basra 18b.
⁵ Shu"t Bais Yitzchak C.M. beginning of siman 77.
⁶ See Bava Kama 20a-b.
⁷ See Bava Basra 12b.
⁸ See here for a brief discussion of the precedent in question.
⁹ Shu"t Sho'eil Umeishiv Tiranya chelek 3 end of siman 110.

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(O.C. 10:4; Levush). This is also explicit in the Torah itself, which says (Vayikra 13:49) "*be'ged o'or* (a garment or leather)," indicating that these are distinct categories (Aruch Hashulchan 10:9).



Even if leather is cut into thin strips that are then woven into a garment, it is exempt from *tzitzis* (Igros Moshe O.C. 2:1). Conversely, wool, linen, cotton, and other natural fibers, even if not woven but matted and pressed into felt (*leved*)—like some sweaters and high-end coats—are nonetheless considered *be'ged* and are obligated in *tzitzis* if they have four corners (Lehoros Nasan 2:3).

Recent *poskim* debated whether synthetics like nylon, polyester, and polyethylene are like leather or like natural textiles. On the one hand, synthetics, like leather, begin as a unified substance (petroleum). Though they are later processed into threads and woven, is this different from cutting leather into strips? On the other hand, processing synthetics into threads and weaving them into fabric is standard practice today, unlike weaving leather.

R' Moshe Feinstein (*ibid.*) rules that synthetic fabrics are exempt from *tzitzis*. R' Shlomo Zalman Auerbach (Halichos Shlomo 3:16) says that a garment made from a sheet of unprocessed, unwoven nylon is exempt, but one made from woven nylon thread is obligated. R' Shlomo Zalman says that the *bracha* on *tzitzis* may be made on a synthetic garment, but many disagree; a *rav* should be asked.

If the fabric is a blend of natural and synthetic fibers, its status follows the majority of its composition (Biur Halacha *ibid.*), but it is preferable to use one that is entirely wool or cotton (see *ibid.*).

the health of those around it. I was asked whether he is obligated to replace it, and if so, can he demand of the nearby business owners that they participate in the expenditures of replacing the awning.¹⁰

Rav Ben Yaakov proceeds with a lengthy analysis of the halachos of *nizkei shecheinim* (damages of neighbors) and their application to this case, and he ultimately concludes that the owner must remove the awning and the neighbors cannot be required to pay.¹¹

¹⁰ R' Tzvi Yehudah Ben Yaakov, *Hachakos Nezikin Benizkei Cuf*, 3 Tishrei, 5762, *mispar siduri* 1001, *kerech* 6 siman 13 p. 218.
¹¹ Cf. *Mishpetei Hachoshen siman* 155 se'if 1 Or Efraim on 1 pp. 137-38 (mentioned in *Micropedia Talmudis: Hachakos Nezikin n. 7*).

² *Li et al. v. GKN Aerospace Transparency Systems, Inc.*, reproduced in Fox News *ibid.*
³ *Civil Division: A Towering Tempest*, Aug. 18, 2022.

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that Balak was a Mo'avi. The Piskei Tosfos answers that Balak's daughter married a Mo'avi, and because lineage for non-Jews follows the father,

Eglon and Rus were Mo'avim. The Yikra Deshichvi answers that although lineage for non-Jews generally follows the father, neither a patrilineal nor a matrilineal Amoni or Mo'avi may marry a Jew. Although

Balak was not a Mo'avi, perhaps his wife was, and that made their descendant Rus a Mo'avis.



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