

ISRAELITE COVENANTS IN THE LIGHT OF ANCIENT NEAR EASTERN COVENANTS

(Part 1 of 2)

By René Lopez

Introduction

Biblical scholars now perceive that “the relationship between God and man is established by a covenant.”¹ Walther Eichrodt emphasizes the theme of covenants as the center in biblical studies.² Although scholars once characterized his covenantal focus as narrow,³ “it is now generally admitted that his emphasis is not at all out of step with the Ancient Near Eastern world.”⁴ A key scholar now admits his own failure to “recognize that the concept of ‘covenant’ dominates the entire religious life of Israel to such an extent that W. Eichrodt’s apparently extreme position is fully justified.”⁵

This is a welcome development, since skeptical higher critics have always rejected the historicity of the Israelite covenants. The Documentary Hypothesis⁶ late-dated the Old Testament covenants to the

¹ George E. Mendenhall, “Covenant Forms in Israelite Tradition,” *BA* 17 (September 1954): 50.

² Walther Eichrodt, *Theology of the Old Testament*, trans. J. A. Baker (Philadelphia: Westminster, 1961), 1:13–14.

³ Dennis J. McCarthy, *Treaty and Covenant: A Study in Form in the Ancient Oriental Documents and in the Old Testament*, 2d ed., *Analecta Biblica: Investigationes Scientifcae in Biblicas* (Rome: Biblical Institute Press, 1978), 3. Dennis J. McCarthy, *Old Testament Covenant: A Survey of Current Opinions* (Richmond, VA: Knox, 1972), 5–6, critiques Eichrodt’s emphasis of the covenant theme in the Old Testament. Dennis J. McCarthy, “Covenant in the Old Testament: the Present State of Inquiry,” *CBQ* 27 (October 1965): 219, concedes that Eichrodt develops a “very successful treatment of covenant.”

⁴ Cleon L. Rogers Jr., “The Covenant with Abraham and its Historical Setting,” *BSac* 127 (July–September 1970): 241, has an excellent discussion. Cf. David Noel Freedman, “Divine Commitment and Human Obligation,” *IBC* 18 (October 1964): 419.

⁵ William F. Albright, *From the Stone Age to Christianity: Monotheism and the Historical Process*, 2d ed. (Baltimore, MD: Johns Hopkins, 1940; reprint, Garden City, NY: Doubleday, 1957), 16, stresses, “We cannot understand Israelite religion, political organization, or the institution of the Prophets without recognizing the importance of the ‘covenant.’”

⁶ Julius Wellhausen, *Prolegomena to the History of Israel*, trans. J. S. Black and A. Menzies (Edinburgh: n.p., 1885), 417, claims that the theocratic covenant did

eighth or seventh centuries B.C.⁷ and rejected Mosaic authorship of the Pentateuch. These skeptics posited that modern interpreters could not understand supposedly non-historic Old Testament in historic terms.

Ample evidence shows that God communicated His divine plan through contemporary means. Israelite covenants resemble ancient Near Eastern covenants, so seeing biblical context in the context of the ancient world gives scholars an interpretive bridge.

Israelite Covenants in the Ancient Near Eastern Context

Many recent archaeological discoveries have clarified Scripture and contributed to biblical criticism, “not in the area of inspiration or revelation, but in historical accuracy and trustworthiness about the events that are recorded.”⁸ Albright correctly says, “Archaeological discoveries since 1925 have changed all this [skepticism over the patriarchal period]. Aside from a few die-hards among older scholars, there is scarcely a single biblical historian who has not been impressed by the rapid accumulation of data supporting the substantial historicity of patriarchal tradition.”⁹ Archaeological discoveries indicate that Israel’s covenants resemble ancient Near Eastern covenants.¹⁰ Hittite findings¹¹ clarify the elements of God’s major covenants with Israel.¹²

not exist in the time of Moses. Herbert M. Wolf, *An Introduction to the Old Testament Pentateuch* (Chicago: Moody, 1991), 66, notes how favorably and quickly Wellhausen’s theory was accepted within biblical scholarship. Some scholars favoring Wellhausen’s theory are H. Cornhill, C. Steuernagel, W. R. Smith, S. R. Driver, and C. A. Briggs. However, E. D. Hengstenberg, M. Drechsler, G. Vos, A. H. Sayce, and C. F. Keil rejected his theory.

⁷ Mendenhall, “Covenant Forms,” 50.

⁸ Joshua McDowell, *More Evidence that Demands a Verdict: Historical Evidences for the Christian Faith* (San Bernardino, CA: Here’s Life, 1975), 20.

⁹ William F. Albright, *The Biblical Period From Abraham to Ezra* (New York: Harper & Row, 1960), 1.

¹⁰ Eugene H. Merrill, “A Theology of the Pentateuch,” in *A Biblical Theology of the Old Testament*, ed. Eugene H. Merrill (Chicago: Moody, 1991), 26.

¹¹ The Hittites, a great power that confronted early Israel, were once thought to be a myth based on an “unreliable” Old Testament account, where the term *Hittites* appears 21 times (Gen. 15:20; Exod. 3:8,17; 13:5; 23:23; Num. 13:29; Deut. 7:1; Josh. 1:4; 3:10; 24:11; Judg. 1:26; 3:5; 1 Kings 9: 20; 10:29; 11:1; 2 Kings 7:6; 2 Chron. 1:17; 2 Chron. 8:7; Ezra 9:1; Neh. 9:8). Hence, the discovery that validates the existence of the Hittite people of necessity validates

The Meaning of Covenant

Defining *covenant* is requisite to discussing the different types of Near Eastern covenants found in Scripture. To that end, this section will develop the foundation (origins), form, function and terms related to *b^erît* (“covenant”).¹³

The Foundation of *b^erît*

The term *b^erît* has several uses,¹⁴ so no scholarly consensus over its root meaning and consequence exists.¹⁵ Nathanael Schmidt

the veracity and authenticity of biblical history. John Elder, *Prophets, Idols, and Diggers* (New York: Bobbs Merrill, 1960), 75, says, “One of the striking confirmations of the Bible history to come from science of archeology is the ‘recovery’ of the Hittite people and their empires. Here is a people whose name appears again and again in the Old Testament, but who in secular history had been completely forgotten and whose existence was considered to be extremely doubtful.” J. Barton Payne, “Hittites,” in *The Zondervan Pictorial Bible Dictionary*, ed. Tenney C. Merrill (Grand Rapids: Zondervan, 1963), 356, states that the existence of the Hittites was “first substantiated by the discoveries at Carchemish on the Euphrates in 1871 and totally vindicated by Hugo Winckler’s excavations at Khattusa (Boghazkoy) in Turkey, 1906–7. Ten thousand tablets from this ancient Hittite capital served to confirm Joshua’s description of the entire western Fertile Crescent as the ‘land of the Hittites.’” See also M. B. Stearns, “Biblical Archeology and the Higher Critics,” *BSac* 96 (July–September 1939): 307–18, Merrill F. Unger, “Archaeological Discoveries and Their Bearing on Old Testament,” *BSac* 112 (April–June 1955): 137–42, and Delbert R. Hillers, *Covenant: The History of a Biblical Idea* (Baltimore: Johns Hopkins Press, 1969), 23.

¹² Part two of this article will discuss using patterns like the fifteenth- and fourteenth-century Hittite model to formulate the biblical covenants.

¹³ This writer is indebted to Rogers, “Covenant with Abraham,” 244–50, for two parts (foundation and form) of the three-fold idea in the following section.

¹⁴ Klaus Baltzer, *The Covenant Formulary: In Old Testament, Jewish and Early Christian Writings*, trans. David E. Green (Philadelphia: Fortress, 1971), 1–8, presents concisely Wellhausen’s, Kraetzschmar’s and Begrich’s evolutionary late development view of the concept of *b^erît* (8th to 7th centuries). In contrast, Pedersen and Köhler argue for an early origin of the covenant concept of *b^erît*.

¹⁵ Rogers, “Covenant with Abraham,” 242–49. See George E. Mendenhall, “Covenant,” in *The Interpreter’s Dictionary of the Bible: An Illustrated Encyclopedia*, ed. George A. Buttrick (Nashville: Abingdon, 1962), 714–16;

interprets the origin and primary meaning as *fetter*, which leads to “‘binding ordinance,’ ‘sentence’” in a judicial sense.¹⁶ Mendenhall, admits that “the etymology of the term is uncertain,” but asserts that most accept the “derivation from Akkadian *birîtu*, ‘fetter,’ or a cognate root.”¹⁷ Moshe Weinfeld concludes from ancient Near Eastern literature and the LXX equivalent term *diathēkē* that the Hebrew term *b^erît* (like those of Israel’s ancient neighbors) means *bond*.¹⁸

Many derive *to cut a covenant* from the root *krt* (“to cut”) and emphasize the ceremonial sacrifice,¹⁹ while others maintain the definition *to cut a covenant* asserting that Old Testament stresses eating a meal over making a sacrifice.²⁰ F. Charles Fensham believes that using

Eichrodt, *Theology of the Old Testament*, 36–45; McCarthy, *Treaty and Covenant*, 17–24; Paul DeWitt Lowery, “Covenant Implication for Old Testament Exposition: An Overview of Some Pertinent Themes” (Ph.D. diss., Dallas Theological Seminary, 1979), 25–28.

¹⁶ Nathanael Schmidt, “Covenant,” in *Encyclopedia Biblica: A Critical Dictionary of the Literary Political and Religious History the Archaeology Geography and Natural History of the Bible*, ed. T. K. Cheyne and J. Sutherland Black (New York: Macmillan, 1899), 928–29.

¹⁷ Mendenhall, “Covenant,” 715.

¹⁸ Moshe Weinfeld, “Covenant Terminology in the Ancient Near East and its Influence on the West,” *JAOS* 90 (1970): 190, defines covenant as: “*riksu* equals Sumerian *k e s d a* (*MSL* I, 97) which also means binding in legal sense (*SAK* 52:28). The Hittite word for covenant is *ishiul* which means ‘bond’ and compare also Arabic ‘*qd* and the Latin *vinculum fidei*. Greek *synthēkē* and the words for covenant in Homer: *harmonia* (*harmonozein* = to bind) (*Il.* 22:255), *synthesia* (*Il.* 2:335), *synēmosynē* (*Il.* 22:261) also express binding and putting together. (The Septuagint uses *diathēkē* (will) for theological reasons). In view of all this it seems that Hebrew *b^erît* also means ‘bond’”

¹⁹ J. Barton Payne, “Covenant (in the Old Testament),” in *The Zondervan Pictorial Encyclopedia of the Bible*, ed. Merrill C. Tenney (Grand Rapids: Zondervan, 1976), 1:1002; H. C. Leupold, *Exposition of Genesis* (Grand Rapids: Baker, 1942), 2:488; W. F. Albright, “The Hebrew Expression for ‘Making a Covenant’ in Pre-Israelite Documents,” *BASOR* 121 (February 1951): 22. See also Hillers, *Covenant*, 41; *idem*, *Treaty-Curses and the Old Testament Prophets*, *Biblica et Orientalia* (Rome: Pontifical Biblical Institute, 1964), 20.

²⁰ F. Charles Fensham, “Did a Treaty Between the Israelites and the Kenites Exist?” *BASOR* 175 (October 1964): 54. Albright, “Making a Covenant,” 22, mentions discovery of two enlightening extra-biblical tablets, which are “the

“part of the sacrificial animal for a communal meal” made the covenant “tangible.”²¹ Jesus may have followed an ancient Near Eastern pattern by instituting the New Covenant (Luke 22:19–20) with a meal and symbolic elements.²² After covenant ratification (Christ’s crucifixion), those entering the covenant solidified it by eating the sacrificial offering (elements) representing Christ’s body and blood as a meal. This act would imply entering into and continuing in a bond of fellowship.²³

Thus, the origins of *bêrît* are not clear, so scholars have reached an impasse. However, most agree that *bêrît* “came to signify a binding agreement between two parties”²⁴ at the very foundation of its meaning.

first published extra-biblical occurrence of the word [*bêrît*] from early times—not later than the first third of the fourteenth century.”

²¹ Fensham, “Israelites and the Kenites Treaty,” 54. See also McCarthy, *Treaty and Covenant*, 253–54. Dennis J. McCarthy, “Three Covenants in Genesis,” *CBQ* 26 (April 1964): 184–85, links “covenant and sacrificial meal.” He notes Isaac feeding Abimelech in Genesis 26:30 and Jacob and Laban eating together in 31:46. McCarthy (*ibid.*, 185) says, “This custom of forming a union by taking bread together is widespread; doubtless it is based on the idea that it is the family group which eats together so that admission to the meal implies admission to the family. The practice is attested in ancient non-Biblical texts as well as among Semitic nomads.”

²² Christ’s use of a contemporary custom does not devalue the New Covenant, but rather enhances the seriousness of participation in it. 1 Corinthians 11:27–30 teaches that improper participation of the elements brings tangible consequences (physical death). Mendenhall, “Covenant,” 714, understands a verbal or symbolic oath as the element that solidifies and binds the covenant. He also says, “It is possible that other formal actions, such as a common meal, did not involve an appeal to the divine world to punish violation of the promise.”

²³ Paul Kalluveetil, *Declaration and Covenant: A Comprehensive Review of Covenant Formulae from the Old Testament and the Ancient Near East*, AnBib: Investigationes Scientificae in Biblicas (Rome: Biblical Institute Press, 1982), 89–90, understands that rejoicing before God almost always happens in connection with sacred meals (Cf. *ibid.*, 61, n. 191).

²⁴ Rogers, “Covenant with Abraham,” 243. McCarthy, *Treaty and Covenant*, 20, says further that *bêrît* “always involved bilateral obligations, whether these were stated or not.” Eichrodt, *Theology*, 37, states, “the use of the covenant concept in secular life argues that the religious *bêrît* too was always regarded as a bilateral relationship; for even though the burden is most unequally distributed between the two contracting parties, this makes no difference to the fact that the relationship is still essentially two-sided.” See also Elmer B.

The Form of *b^erît*

One basic form (pattern) of *b^erît* exists, with several nuances.²⁵ Some differentiate the form of Assyrian treaties of the first millennium from Hittite treaties of the second millennium B.C.²⁶ Others argue for their unity.²⁷ Although minor differences between the Hittite and Assyrian treaty forms exist, the first millennium treaty forms seem to continue the Hittite treaty tradition.²⁸ Thus, Rogers notes that both Baltzer and McCarthy acknowledge that one can “rightly speak of a set ‘form’ which was used in the ancient world.”²⁹ Despite differences between Assyrian, Syrian, and Hittite treaties,³⁰ McCarthy acknowledges one form, saying, “there was in fact one treaty form which was used for

Smick, “*b^erît*,” in *Theological Wordbook of the Old Testament*, ed. R. Laird Harris, Gleason L. Archer, and Bruce K. Waltke (Chicago: Moody, 1980), 129–30; Gordon J. McConville, “*b^erît*,” in *New International Dictionary of the Old Testament Theology & Exegesis*, ed. Willem A. VanGemeren (Grand Rapids: Zondervan, 1997), 1:747, 752. Moshe Weinfeld, “*b^erît*,” in *Theological Dictionary of the Old Testament*, ed. G. Johannes Botterweck and Helmer Ringgren, trans. John T. Willis (Grand Rapids: Eerdmans, 1975), 2:255, says, “The original meaning of the Heb. *berith* . . . is not ‘agreement of settlement between two parties,’ as commonly argued. *berith* implies first and foremost the notion of ‘imposition,’ ‘liability,’ or ‘obligation,’ as might be learned from the ‘bond’ etymology. . . .” Weinfeld appears to confuse etymological meaning with how *b^erît* came to be used by the Hebrew Scriptures. Its usage moved from the etymological meaning of a *bond* imposed on someone to a “covenant, agreement, or obligation between individuals (e.g., friends, spouses) or groups, ruler and subjects, deity and individual or people, etc.,” as David J. A. Clines, ed., *The Dictionary of Classical Hebrew* (Sheffield: Sheffield Academic Press, 1995), 2:264, correctly defines.

²⁵ McCarthy, *Old Testament Covenant*, 4, 41. See also Mendenhall, “Covenant,” 714; John Bright, *A History of Israel*, 4th ed. (Louisville, Kentucky: Westminster/Knox, 2000), 150–51.

²⁶ George E. Mendenhall, “Law and Covenant in Israel and Ancient Near East,” *BA* 17 (1954): 30; Albright, *Stone Age to Christianity*, 16.

²⁷ Weinfeld, “Covenant Terminology,” 93, 190–99. McCarthy, *Treaty and Covenant*, 122–40.

²⁸ Moshe Weinfeld, “Covenant Making in Anatolia and Mesopotamia,” *JANESCU* 22 (1993): 135. See also idem, *Deuteronomy and the Deuteronomic School* (Oxford: Clarendon, 1972), 59–60.

²⁹ Rogers, “Covenant with Abraham,” 246.

³⁰ McCarthy, *Treaty and Covenant*, 141–53.

international agreements throughout most of the history of the pre-Hellenic near east."³¹

One form with six generally accepted parts³² constituted the basic pattern of the ancient Near Eastern treaties. They are:³³ (1) The preamble, or introduction of the speaker,³⁴ (2) historical prologue, (3) stipulations, (4) the document,³⁵ (5) the gods as witnesses, and (6) curses and blessings. Part two of this article will amplify these six elements.

Another important issue is whether *covenant* and *contract* are synonyms. Gene M. Tucker distinguishes Old Testament covenant/oath

³¹ *Ibid.*, 7. He continues, "Hence the occurrence of the form does not by itself offer an adequate criterion for dating a document or an event." He probably rejects the presence of the Hittite treaty elements as proof that covenants in both Exodus and Deuteronomy follow Hittite formats. This would support an early date (no later than 1300) for both covenants and strengthen the case for Mosaic authorship of the Pentateuch. Part two of this article will disprove McCarthy's point.

³² Erhard Gerstenberger, "Covenant and Commandment," *JBL* 84 (March 1965): 45, sees covenants having three main elements with various expressions: (1) mutual agreement (declaration), (2) the stipulations, and (3) curse invocation.

³³ Viktor Korosec, *Hethitische Staatsverträge, ein Beitrag zu ihrer juristischen Wertung*, Leipziger rechtswissenschaftliche Studien, vol. 60 (Leipzig: Weicher, 1931), 12–14, was the first to present the six essentials. See also the following Baltzer, *Covenant Formulary*, 10; McCarthy, *Treaty and Covenant*, 1–2; Mendenhall, "Covenant," 714–15. Baltzer, *Covenant Formulary*, 10.

³⁴ McCarthy, *Treaty and Covenant*, 1. Part two of this article will amplify.

³⁵ Some scholars (Baltzer and Merrill) understand element three as general stipulations (as in Deuteronomy 5:1–11:32) and element four as specific stipulations (as in Deuteronomy 12:1–26:15). Others (Hillers, Kitchen, Kline, McCarthy, Mendenhall, Rogers, and Walton) couple general and specific stipulations under element three, while understanding element four as the "provisions for depositing the treaty in the temple and for public reading" (Mendenhall's definition, in *Covenant Forms and Israelite Traditions*, 60). Kline and Rogers, while categorizing all of the stipulations under element three, see element four as covenant ratification. Although some unify general and specific stipulations under one category, others (like Kitchen, Mendenhall and Walton) do not distinguish general stipulations from specific ones.

forms from secular contract forms.³⁶ McCarthy now agrees: “Covenant is not a contract, it is a pledge, personal commitment.”³⁷

Tucker defends his thesis by first showing that *covenant* may be defined as an *oath*.³⁸ Second, since *covenant* and *oath* parallel, their forms parallel.³⁹ Third, he shows five essential elements of contracts: (1) names of both parties, (2) description of the transaction, (3) specification of property in case of transfer, (4) witnesses to the transaction, and (5) date of the transaction.⁴⁰ McCarthy lists four elements, omitting Tucker’s third element.⁴¹ Fourth, although Tucker recognizes that lack of evidence⁴² hinders reconstructing a clear contract model from the Old Testament, he nevertheless cites Jeremiah 32:10–12; Genesis 23; Ruth 4:9–11; 2 Samuel 24:18–25; and 1 Chronicles 21:18–27 as providing various elements of contracts. He says, “[The] evidence occurs in the form of allusions to contracts as assorted examples of various parts of the contract scattered throughout the OT.” Finally, he concludes by differentiating covenants from contracts.⁴³

Tucker’s “Fundamental Differences” section is the crux of the issue. First, *covenant* and *contract* differ in their formulae. Covenant is based on an oath pattern; a contract is not. Second, the covenant formula was observed by a conditional self-curse and did not require witnesses. Conversely, contracts were not made by oath, but by a document or oral agreement with witnesses.

Clearly, Tucker differentiates covenants from contracts, but he may overstate the case. The first objection comes by way of a definition. *Covenant* is parallel to *oath*—and often oaths serve in place of a covenant.⁴⁴ Then, if a covenant/oath is “a binding agreement between

³⁶ Gene M. Tucker, “Covenant Forms and Contract Forms,” *VT* 15 (October 1965): 487–503.

³⁷ McCarthy, *Treaty and Covenant*, 17.

³⁸ Tucker, “Covenant and Contract,” 488–92.

³⁹ *Ibid.*, 492–97.

⁴⁰ *Ibid.*, 497–99.

⁴¹ McCarthy, “Covenant in the OT,” 34.

⁴² Tucker, “Covenant and Contract,” 501.

⁴³ *Ibid.*, 500–3.

⁴⁴ *Ibid.*, 488–90.

two parties,”⁴⁵ how does it differ from a contract? All of Tucker’s biblical references involve two or more people binding themselves to an agreement, which parallels the ancient Near Eastern contracts he cites. Thus, if usage defines words, McCarthy has not differentiated meaning for these terms, because their usage is parallel. He recognizes the error of sharply distinguishing covenant and contract, “Of course, a treaty or a covenant must always be a contract in the generic sense of ‘a binding agreement between two or more parties.’”⁴⁶ Hesitantly, Tucker concedes: “Covenants and contracts thus have little in common beyond the very general fact that both are agreements.”⁴⁷

The second objection comes by way of form. Tucker objects to an oath activating oral Old Testament sale contracts. However, if oaths parallel oral covenants, what differentiates an oath from an “oral agreement,” which constitutes a contract? As an oath binds a sale (Genesis 25:29–34), oral agreements bind.⁴⁸ Tucker sees an oath as essential for sealing a covenant, but superfluous to a contract.⁴⁹ He says, “When parties swore in concluding a contract their oath supported a secondary clause of future non-interference; this oath was not intended to validate the contract itself.”⁵⁰ Then, if one party refuses to swear,

⁴⁵ See “The Foundation of *bêrît*” (pp. 94–96), which establishes this definition. James B. Torrance, “Covenant or Contract? A Study of the Theological Background of Worship in Seventh-Century Scotland,” *SJT* 23 (February 1970): 54. Although still agreeing with Tucker that a covenant differs from a contract, Torrance offers this definition: “Theologically speaking a covenant is a promise binding two people or two parties to love one another *unconditional[ly]*” (italics his).

⁴⁶ McCarthy, *Old Testament Covenant*, 34.

⁴⁷ Tucker, “Covenant and Contract,” 501. Baltzer, *Covenant Formulary*, 4, acknowledges that Pedersen assumes even for the Babylonian and Assyrian material a definition approaching the modern meaning *treaty, contract*. See Johannes Pedersen, *Der Eid bei den Semiten in seinem Verhältnis zu verwandten Erscheinungen sowie die Stellung des Eides im Islam* (Strassburg: Trübner, 1914), 51.

⁴⁸ Tucker, “Covenant and Contract,” 501, acknowledges that Genesis 25:29–34 is an oath in a sale contract, yet adds that this is “hardly a typical contract.”

⁴⁹ Kalluveetil, *Declaration*, 5, 9–16, shows that an oath may remain implicit in a covenant. He also says (ibid., 9), “This may mean that oath is not always the *sine qua non* element of a pact, other acts could constitute a covenant.”

⁵⁰ Tucker, “Covenant and Contract,” 501. Interestingly, he acknowledges that “It has been seen that the oath is found in certain extra-biblical contracts (see also

would the contract still be operative? If not, swearing functions as a signature to a legal contract. Therefore, swearing seals a contract, and Tucker himself defines it as being a “promise with an oath”⁵¹ that is essential to a covenant. Furthermore, denying that an oath is essential to the form of a contract (some contracts lack oaths) may only show that some sale contracts did not need it. However, since some have it, Tucker bears the burden of proof.

Tucker states that the “closest parallel between the contract formulae and the covenant forms is the similarity between the witnesses formulae in the former and calling of God as witness in the latter.”⁵² Akkadian or Old Babylonian contracts are strikingly similar to the covenant form.⁵³

Different nuances in some aspects do exist between covenants and contracts (e.g., names, operative parts, and dates). However, just as contracts have names and dates, the prologue and the historical section of a covenant contain names and dates. The Abrahamic, Mosaic, and Davidic covenants mention the names of both parties of the covenant (Genesis 12:1–3; 15:1–18; Exodus 19:1–10; 2 Samuel 7:8–18) and the date either of present establishment or future fulfillment (Exodus 19:1; 2 Samuel 7:8–18; 2 Kings 11:4; 17:1).

Obviously, a father-son relationship (as between Yahweh and Israel) is not the same as a legal relationship between two strangers bound by a contract.⁵⁴ However, kind and degree relationship distinctions do not change the essential definition of covenants and contracts. The relationships are not of the same kind (father-son versus two strangers); so the degree of warmth will differ. Yet, both

p. 490), but there is a basic difference between such oaths and the covenant oath. The difference is that the oath was essential to the covenant and the oath form was the heart of the covenant form.”

⁵¹ *Ibid.*, 491.

⁵² *Ibid.*, 501.

⁵³ *Ibid.*, 497–99.

⁵⁴ McCarthy, “Covenant in the OT,” 33, sees this as a basic analogy of God’s relationship with Israel, “This is not, of course, a contractual relationship in nature.” However, he views the father-son relationship of God and Israel as adoptive in nature, not organic: “Such an adoptive sense of the father-son relationship is essentially a contractual idea.” Lowery, “Covenant Implication,” 215–16, sees this as a “covenant relationship between Israel and Yahweh.”

relationships by definition are covenants, because the two parties are bound (definition) by certain conditions (form), whether of loyal or legal origin, whether by filial or formal relationships. Both relationships expect reciprocation for the benefit of the other conditioned on a faithful response.⁵⁵

Often, scholars stress distinctions, but overlook similarities. However, more similarities in form exist between covenants and contracts than differences.

⁵⁵ Meredith G. Kline, "Law Covenant," *WTJ* 27 (May 1965): 1, critiques the Lutheran view of law: "Covenant law as well as gospel has a vivifying use, since election to covenant privilege carries demand to service with it." Torrance, "Covenant or Contract?" 54–55, maintains the obvious obligations inherent in both unconditional and conditional covenants through a paradox. He says, "Two things must be held together on this understanding of grace in worship. (i) It is *unconditioned*—by any consideration of worth in man, i.e., it is *free*. (ii) It is *unconditional* in the claims it makes upon us, i.e., it is *costly*. No doubt Lutheranism stressed free grace, and puritan Calvinism stressed the costly claims of grace. But something goes wrong if we stress one at the expense of another" (italics his). He believes both covenants have obligations (e.g., not costly to Christ, but to us). He seems to believe (*ibid.*, 56) that God's grace comes first, leading to an obedient response. Thus, Torrance accuses Judaism of turning the covenant into a contract, because "God's grace [was] made conditional on man's obedience." He sees several Mosaic obedience-conditioned stipulations turning a covenant into a contract. Judaism may have corrupted the intent of the Law, but that does not prove that covenants are not like contracts. Torrance may misunderstand the demands of initial grace on man to enter a relationship (by faith alone) versus demands for those in the covenant to maintain an intimate and obedient fellowship stemming from grace. The former has faith alone as the sole condition established by God who initiates a grace relationship; the latter has an existing grace relationship conditioned upon many demands for maintaining a vibrant fellowship of grace (see Deut. 28–30; John 15:10; 1 John 1:8–10). The latter does not turn the covenant of grace into a contract, although it makes a covenant resemble a contract. For example, usually, one party (God) makes an unconditional free choice to initiate a conditional covenant/contract. However, keeping the contract active is usually based on both parties making mutually binding agreements.

The Function of *b^erî^t* and Related Terms

The function of *b^erî^t* in the Bible is complex.⁵⁶ When between men, it could mean *treaty* (as with Jacob and Laban in Genesis 31:44), *constitution* between official and subject (as with David and Abner in 2 Samuel 3:12–13, 21), *pledge* (as with Jehoiada and captains in 2 Kings 11:4), *alliance of friendship* (as with David and Jonathan in 1 Samuel 18:3), *alliance of marriage* (as in Malachi 2:14). When between God and man, it could mean *alliance of friendship* (as in Psalm 25:14) or *covenant* as a divine constitution or ordinance with signs or pledges (as in Genesis 9:9–17; Exodus 19:5).⁵⁷ Sometimes God even makes a *b^erî^t* with stones, beasts of the field (Job 5:23), and Leviathan (40:28). And Isaiah speaks of a *b^erî^t* Israelites made with death.⁵⁸

The term *b^erî^t* occurs 289 times,⁵⁹ but both Mendenhall and Kalluveettil recognize existence of a covenant, even where the word does not appear.⁶⁰ Kalluveettil demonstrates that ancient Near Easterners employ synonyms where the technical word for treaty is expected. It is necessary to understand the two semantic fields of the technical terms for treaty: they are “covenant-enacting rites and stipulations which are the outcome or effect of treaty.”⁶¹ He explains that the expression *rikiltu/riksu u mâmîtu* (*bond and oath*) is the standard Akkadian technical phrase for treaty. However, if each word is used alone, it

⁵⁶ Kalluveettil, *Declaration*, 7–8.

⁵⁷ Francis Brown, S. R. Driver and Charles A. Briggs, *A Hebrew and English Lexicon of the Old Testament with an Appendix Containing the Biblical Aramaic* (Oxford: Clarendon, 1907), 136. There are also important phrases to consider: for example, *ḵrt b^erî^t* (make or cut a covenant, as in Genesis 15:18), *qwm b^erî^t* (establish a covenant, as in Exodus 6:4), *nṯn b^erî^t* (confirm a covenant, as in Genesis 17:2), *nsr b^erî^t* (keeping a covenant, as in Deuteronomy 33:9) on the part of man, *zḵr b^erî^t* (keeping a covenant, as in Exodus 2:24) on the part of God, and *br b^erî^t* (covenant violation, as in Deuteronomy 17:2).

⁵⁸ Kalluveettil, *Declaration*, 7–16. See also William R. Smith, *The Religion of the Semites: The Fundamental Institution* (New York: Schocken, 1972; reprint, of *Lectures on the Religion of the Semites* (n.p.: 1894), 314, 316, who discusses extra-biblical covenants between men and animals.

⁵⁹ Mendenhall, “Covenant,” 715, counts 286 times.

⁶⁰ Kalluveettil, *Declaration*, 20–56. Mendenhall, “Covenant,” 715.

⁶¹ Kalluveettil, *Declaration*, 17.

“could mean treaty and is often used in that sense.” For example, *riksu*⁶² can stand in place of the combined technical phrase for treaty by the principle of metonymy (the effect stands for the cause; i.e., stipulations are outcomes of a treaty but can represent the agreement itself).⁶³

In the ancient Near Eastern context, other related terms for covenant stand for treaty⁶⁴ by synecdoche (i.e., a part stands for the whole).⁶⁵ Likewise, the Old Testament uses related to *b^{er}î t* terms to stand for treaty, which closely parallels ancient Near Eastern texts.

Two brief examples⁶⁶ show that related terms for *b^{er}î t* evolved along the same lines as the ANE terms for treaty. A phrase “descriptive of covenant-making acts” is *give the hand*. Six of its eight Old Testament occurrences have covenant implications.⁶⁷ In Lamentations 5:6, this

⁶² Ibid. Although *riksu* means *binding*, Kalluveetil recognizes that “In treaty literature this general meaning gets concretized or restricted to a particular sphere, where it refers to stipulations.”

⁶³ Ibid.

⁶⁴ Other pact-ratifying rites which indicate a treaty include: *napistam lapâtum* (“to touch the throat”), *hayaran qatalum* (“to kill an ass”), *sissiktam rakâsum* (“to bind the hem of the garment”). Kalluveetil, *Declaration*, 17–56, lists other terms.

⁶⁵ For example, *nîsum* (“curse” or “imprecation”) is part of a treaty that can stand for the whole treaty. Kalluveetil, *Declaration*, 18, says, “Literally it means curse, imprecation and refers to covenant-making rite. Since it is the oath or curse that founds the treaty, the agreement itself came to be called after the covenant-enacting rite. . . . Indeed, this is a common phenomenon in Mari texts.”

⁶⁶ Taken from *ibid.*, 19. The four categories with their respective Hebrew phrases that evolved as synonyms of *b^{er}î t* are: “(a) Phrases descriptive of covenant-making acts: *n^{tn} yâd*, *h^{zq} b^{kn}p̄*, *massêkâ*, *sh b^{er}râkâ*. (b) Phrases for stipulations: *ʿâd* & *ʿêdût*, *hôzeh* & *hâzût*, *nâhah*, *dâbâr*, *smd*. (c) Phrases related to stipulations: *sâlôm*, *tôb*, *hesed*, *ʿmnh*. To these three types of synonyms which have parallels in treaty literature, are to be added: (d) Phrases denoting union: *hbr*, *yhd*.” See also William L. Moran, “Note on the Treaty Terminology of the Sefire Stelas,” *JNES* 22 (July 1963): 173–76.

⁶⁷ Gen. 38:28; 2 Kings 10:15; Jer. 50:15; Ezek. 17:18; Lam. 5:6; Ezra 10:19; 1 Chron. 29:24; 2 Chron. 30:8. Kalluveetil, *Declaration*, 23, n. 28, offers seven instances where *n^{tn} yâd* occurs. In Gen. 38:28, Esau put out his hand when coming out of the womb; however, that does not signify a covenant. In Jer. 50:15, Jerusalem’s giving of her hand refers to surrendering.

phrase is used as a synonym for treaty: *We have given our hand [ntn yd] to the Egyptians and the Assyrians, to be satisfied with bread.*⁶⁸ In an Akkadian letter to Gezer, a vassal informs his lord that his youngest brother has entered into a treaty with Muhhazu by having “given his two hands to the chief of the ‘Apiru.’”⁶⁹

Another term that stands for *b^erît* is *h^hzyqw b^{knp}*, translated “take hold of the robe,”⁷⁰ appears twice in the Old Testament.⁷¹ In Zechariah 8:23, Gentile men began to make covenants by taking *firm hold of one Jew by the hem of his robe* (NIV), because their privileged position given by God assured safe pilgrimage to Jerusalem.⁷² An ancient Near Eastern phrase analogous to *h^hzyqw b^{knp}* is “*qaran subât . . . subâtum* = ‘to seize the hem of the garment.’”⁷³ Kalluveettil cites a text where Arisen, the ruler of Burundu, “seized the hem of the garment of Zimri-Lim (king of Mari) . . . the town of Burundu has become the town of Zimri-Lim and Arisen his son.” Grabbing the hem means *to make a pact*, the “gesture performed at the conclusion of a treaty.”⁷⁴

Moshe Weinfeld recognizes that “covenantal relationship in Mesopotamia had been expressed by idioms expressing ‘peace,’ ‘brotherhood,’ ‘love,’ and ‘friendship.’”⁷⁵

⁶⁸ All Scripture quotations are taken from the *New King James Version* (Nashville: Nelson, 1982), unless otherwise indicated.

⁶⁹ James B. Pritchard, ed., *Ancient Near Eastern Texts Relating to the Old Testament (ANET)*, 3d ed. (New Jersey: Princeton University Press, 1969), 490.

⁷⁰ Kalluveettil’s translation, in *Declaration*, 26.

⁷¹ 1 Sam. 15:27 and Zech. 8:23. After Samuel exposed Saul’s sin and left, Saul *caught hold of the hem of his robe* (1 Sam. 15:27, NIV) and it tore. Thus, God took away from Saul the covenant that He had made with him by anointing him king and gave it to a *better man* (v. 28). Saul still wanted to lay hold of the covenant, but it left him. Kalluveettil rightly sees this phrase as a synonym for *covenant*.

⁷² Kalluveettil, *Declaration*, 27.

⁷³ *Ibid.*, 26. Cf. the Assyrian king’s letter about a disloyal vassal, “Twice he swore an oath to me. From the time he took the hem of my garment . . .” (Pritchard, *ANET*, 628). “Hem of my garment” is a covenant term.

⁷⁴ *Ibid.*, 26–27.

⁷⁵ Weinfeld, “Covenant Terminology,” 191. See also Moran, “Treaty Terminology,” 174.

So, does a common definition of *covenant* exist? Moshe Weinfeld sees four essential elements in the ancient Near Eastern *covenant*: “oath and commitment” and “grace and friendship.”⁷⁶ Weinfeld clarifies the hendiadys:⁷⁷ “any settlement between two parties must be based on: (1) some kind of mutual understanding which enables the conclusion of an agreement, (2) a pledge or formal commitment to keep the agreement.”⁷⁸ The words *covenant* and *oath* (*b^erî t* and *ʾalah*) in Deuteronomy 29:11, 13 express the commitment implied by the term *bond*.

In conclusion, three elements delineate a covenant: “(1) an agreement which binds the two together; (2) the form or component parts of the agreement; (3) the concluding ceremony.”⁷⁹

Two Types of Covenants

Two types of ancient Near Eastern covenants parallel those of the Old Testament:⁸⁰ promissory and obligatory. Weinfeld acknowledges this: “The obligatory type reflected in the Covenant of God with Israel [the Mosaic Covenant] and the promissory type reflected in the Abrahamic and Davidic covenants.”⁸¹

Promissory (Unconditional) Covenants

Promissory covenants are unconditional and exactly opposite to obligatory covenants.⁸² Part two of this article will develop the promissory covenant form described in “The Form of *b^erî t*” section.⁸³ Weinfeld shows similarities between modern and patriarchal covenants⁸⁴

⁷⁶ Weinfeld, “Covenant Terminology,” 190.

⁷⁷ A hendiadys expresses one idea by two nouns connected by *and*.

⁷⁸ Weinfeld, “Covenant Terminology,” 190.

⁷⁹ Rogers, “Covenant with Abraham,” 244, joins Pedersen and Buhl’s definitions with works of Mendenhall, Baltzer, and McCarthy to yield the above definition.

⁸⁰ Moshe Weinfeld, “The Covenant of Grant in the Old Testament and the Ancient Near East,” *JAOS* 90 (1970): 185.

⁸¹ *Ibid.*, 184.

⁸² Mendenhall, “Covenant Forms,” 62. Disobedience cannot dissolve this covenant. See also McCarthy, “Covenant in the OT,” 54, 58.

⁸³ Cf. pp. 97-106.

⁸⁴ Weinfeld, “Covenant of Grant,” 184, states, “The present study suggests a new way of understanding the character of the Abrahamic-Davidic covenants

and clarifies the elements of these covenants. Two versions of promissory covenants exist: grant and patron covenants.⁸⁵

Grants in Relation to Promissory Covenants. The grant version of the promissory covenant is “an obligation of the master [suzerain] to his servant [vassal].”⁸⁶ Although some equate *grant* and *promissory* covenants as unconditional, grant covenants are a subset of *promissory* (unconditional) covenants.⁸⁷

The Abrahamic and Davidic are *grant*, not *vassal*, covenants. God bestowed them on Abraham and David as gifts. However, blessings came because they were found faithfully serving after the making of the the covenant. Thus, Abraham was awarded the blessing of the land (Genesis 22:16, 18; 26:5) and David the benefit and grace of participating in an everlasting dynasty (2 Samuel 7:8–18; 1 Kings 3:6; 9:4; 11:4, 6; 14:8; 15:3). An unconditional covenant with blessings conditioned on obedience is not contradictory.⁸⁸

The same grant patterns appear in non-biblical covenants. The treaty of Hattušiliš III with Ulmi-Tešup of Dataša gives land and the house (dynasty) as unconditional gifts:

and this means of typological and functional comparison with the grant formulae in the Ancient Near East.”

⁸⁵ Similarities between *patron* and *grant* covenants may explain the neglect of the former. Scholars may view it as a fictitious subset, since Kalluveetil, *Declaration*, alone mentions it as a real category.

⁸⁶ Weinfeld, “Covenant of Grant,” 185.

⁸⁷ One should not overstate the case. For example, Kalluveetil, *Declaration*, 8, does not use *promissory* as a major category but as a subset applicable to all four categories of covenants (suzerainty, parity, patron, and promissory).

⁸⁸ J. Dwight Pentecost, *Thy Kingdom Come: Tracing God's Kingdom Program and Covenant Promises Through History* (Grand Rapids: Kregel, 1995), 59, explains: “. . . an unconditional covenant, which binds the one making the covenant to a certain course of action, may have blessings attached to it that are conditioned on the response of the recipient. Though these blessings grow out of the original covenant, they do not change the unconditional character of the covenant. If we fail to recognize that an unconditional covenant may have certain conditional blessings attached to it, we might mistakenly think that conditioned blessings necessitate a conditional covenant, which could pervert our understanding of the nature of Israel's determinative covenants.”

After you, your son and grandson will possess it, nobody will take it away from them. If one of your descendents sin (uastai) the king will prosecute him at his court. Then when he is found guilty . . . if he deserves death he will die. But nobody will take away from the descendant of Ulmi-Tešup *either his house or his land* in order to give it to a descendant of somebody else.⁸⁹

Regardless of the sin that may have endangered the covenant, the grant was still operative. Ancient Near Eastern grant covenants clearly parallel the grant covenants that God made with Abraham and David.

Patron Covenants in Relation to Promissory Covenants. Some equate *patron* with *promissory* covenants since both are unconditional. However, *patron* covenants are a sub-category of *promissory* covenants.

Kalluveetil defines the patron covenant thus: “The party in superior position binds himself to some obligation for the benefit of an inferior: Is 28:15.”⁹⁰ Mendenhall says, “Surprisingly little evidence exists for this type other than the covenant tradition that bound Yahweh.”⁹¹

The Abrahamic and Davidic covenants may well belong to this type.⁹² The difference between grant and patron covenants concerns which person binds himself. The patron covenant always has a superior binding himself for the inferior’s benefit. The grant covenant can have an inferior binding himself for the superior’s benefit (e.g., 2 Kings 23:3; Ezra 10:3; this is not essential: cf. Jeremiah 34:8).

Obligatory (Conditional) Covenants

The obligatory covenant is conditional and the exact opposite of the promissory covenant. Part two of this article will develop the

⁸⁹ Weinfeld, “Covenant of Grant,” 189.

⁹⁰ Kalluveetil, *Declaration*, 8.

⁹¹ Mendenhall, “Covenant,” 715, says, “The curious and difficult passage of Isa. 28:15 (the covenant with death) seems to fall into this category, for only ‘death’ seems to be bound not to touch those in the covenant; one suspects that this is a prophetic satire of some sort, ridiculing religious covenant concepts derived from the Abraham-David tradition.”

⁹² *Ibid.*

obligatory covenant form described in “The Form of *b^erî t* section.”⁹³ Two sub-categories of obligatory (conditional) covenants exist: the *treaty* and the *parity*⁹⁴ covenant.

Treaties in Relation to Obligatory Covenants. The “suzerainty treaty by which a great king bound his vassals to faithfulness and obedience to himself”⁹⁵ defines obligatory covenants. Such covenants bound the “inferior to certain obligations defined by the superior”⁹⁶ (e.g., 1 Samuel 11:1; Ezekiel 17:13). Some equate *treaty* with *obligatory*, since both are conditional. However, *treaties* are a subset within the larger category of *obligatory* covenants.

The ancient Near Eastern suzerainty treaty included conditional elements: the vassal was obligated to respond to the suzerain’s demands in order to qualify for the suzerain’s benefits.⁹⁷

However, the suzerainty treaty primarily established a solid mutual relationship between parties, “especially military support.”⁹⁸ That is, the

⁹³ Cf. pp. 97-106.

⁹⁴ Lowery, “Covenant Implication,” 23, seems to contrast parity and suzerainty covenants and put them in different classes. Even so, he says, “The structure of a Parity treaty follows closely that of the suzerain vassal treaty with a few differences.” G. Herbert Livingston, *The Pentateuch in its Cultural Environment*, 2d ed. (Grand Rapids: Baker, 1974), 156, also notes the similarity between parity and suzerainty treaty forms.

⁹⁵ Mendenhall, “Covenant Forms,” 52. One may call this a suzerainty covenant, as does Kalluveettil, *Declaration*, 8. See also Mendenhall, “Covenant Forms,” 55.

⁹⁶ Kalluveettil, *Declaration*, 8.

⁹⁷ Mendenhall, “Covenant Forms,” 56. He says (*ibid.*, 52) regarding obligatory covenants, “No society compels its members to keep every promise they may make. At the same time the good of society itself demands that certain promises must be followed by performance, and it perfects forms and procedures by which it can guarantee those promises. Those procedures are in the beginnings of law most closely connected with religion, and are known as *oaths*. As time passes, the oath which is a conditional self-cursing, an appeal to the gods to punish the promiser if he defaults, tends to become merely the constitutive legal form which makes the promise binding.”

⁹⁸ The suzerain’s benefits were military in nature. Yahweh’s (the suzerain’s) military campaign on behalf of Israel (the vassal) comprises much of His support. In Num. 10:9; Deut. 20:4; 33:29; and Josh. 10:6, the LORD saves Israel in battle, but His military support is not unconditional. Israel must obey, as Josh. 7:1–13 and 22:22 suggest. See Mendenhall, “Covenant Forms,” 56.

treaty's unilateral stipulations only bound the vassal, since only the vassal swore obedience.⁹⁹ This constituted a suzerainty treaty.

Parity in Relation to Obligatory Covenants

Parity treaties are a sub-category of obligatory covenants. In these, "both parties are bound to obey identical stipulations," while in "*suzerainty* treaties . . . only the inferior [as already mentioned] is bound by an oath—the vassal is obligated to obey the commands stipulated by the Hittite king."¹⁰⁰

Besides binding themselves to stipulations, both parties "commit themselves by oath to the covenant."¹⁰¹ This contrasts with covenants that are contingent on a unilateral response from the suzerain or the vassal. Mendenhall thinks that parity treaties can be "further subdivided, as it was done by Thucydides long ago, into two classes: those in which specific obligations are imposed, and those which impose no obligation but to preserve the peace between two parties."¹⁰² Several examples of the latter type of covenant are seen between Abraham and Abimelech (21:21–32) and between Isaac and Abimelech (26:27–31). Examples of the former are the treaties Israelite kings made with foreigners beginning from the time of Solomon (1 Kings 5:12; 15:19; 20:34).¹⁰³ This type of subdivision may be superficial because, upon further reflection, keeping the peace, even if it is a passive act with no other stipulations attached to it, is still an obligation that both parties must actively implement if a desire for retaliation arises. Thus, whether or not one accepts Thucydides' subdivisions advocated by Mendenhall, the substance of a parity treaty is still the same: both parties are bound to obey identical conditions.

⁹⁹ *Ibid.*

¹⁰⁰ Mendenhall, "Covenant Forms," 55. Both represent the suzerainty form of treaty, "since the parity treaties are in effect two treaties in opposite directions, i.e., each king binds the other to identical obligations. The famous treaty between the Hittites and Egypt during the reign of Rameses II is the classical example" (*ibid.*, 55–56).

¹⁰¹ Kalluveetil, *Declaration*, 8.

¹⁰² Mendenhall, "Covenant," 716. (See McCarthy, "Covenant in the OT," 59–60, for a summary of E. Kutsch's study of covenants.) Mendenhall finds three basic types of covenants, categorizing parity as a separate type.

¹⁰³ Mendenhall, "Covenant," 716–17.

Summary

Two centuries of archeological discoveries have revolutionized the understanding of biblical covenants. Thus, after defining covenants in light of the ancient Near Eastern context, one can see the close parallels that Israelite covenants share with their ancient Near Eastern neighbors. Hence, one can better interpret and understand the distinctions exhibited by promissory (Abrahamic and Davidic) and obligatory (suzerainty and vassal) covenants. Of course, God is free to use the two types of covenants found in the ancient Near East to create the Israelite covenants.¹⁰⁴ The next article will develop in more detail the historical implications and parallels between ancient Near Eastern and Old Testament covenant settings.

—End—

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¹⁰⁴ Kline, “Law Covenant,” 6, says: “Now since in certain notable instances, particularly but not exclusively in the Mosaic covenants, it pleased the Lord of Israel to describe his covenant relationship to his people according to the pattern of these vassal treaties, no other conclusion is warranted than that ‘covenant’ in these instances denoted *at the formal level* the same kind of relationship as did the vassal covenants on which they were modeled.”

Israelite Covenants in the Light of Ancient Near Eastern Covenants

(Part 2 of 2)

by René Lopez

Introduction

In the first part of this article, the following conclusions were reached regarding the concept of the covenant: (1) Foundationally, *b^eriṭ* (“covenant”) signifies a binding agreement between two parties. (2) The basic form of ancient Near Eastern covenants consists of six elements, which will be developed in this article in more detail. (3) The function of *b^eriṭ* is basically that of an oath, commitment, or bond between two parties. (4) There existed two types of covenants in Israel, as well as in the ancient Near East. The promissory covenants bound the suzerain (master) to the vassal (servant) unconditionally. The obligatory covenants, also known as the suzerainty treaties, bound the vassal (servant) to be faithfully obedient to the suzerain (master). The historical implications of the similarities and differences between Israelite covenants and ancient Near Eastern covenants will be developed below.

Historical Implications of Old Testament Covenant Settings

Discoveries of the Mesopotamian and Hittite cultures, along with the Babylonian *kudurru* and Syro-Palestinian and Neo-Assyrian documents, have shown that there are similarities between the structure of the ancient Near Eastern covenants and Israelite covenants.¹ Scholars have come to a consensus that the six elements mentioned in the previous article² form the basic treaty pattern used in the ancient Near East.³

The Hittite texts “exhibit a much more highly developed [treaty] form” than the rest.⁴ Furthermore, the Israelite covenants of Exodus,

¹ Moshe Weinfeld, “The Covenant of Grant in the Old Testament and the Ancient Near East,” *JAOS* 90 (1970): 185.

² René Lopez, “Israelite Covenants in the Light of Ancient Near Eastern Covenants,” *CTS Journal* 9 (Fall, 2003): 97–102, shows that Rogers, McCarthy, and Baltzer all agree that, although various elements appear to fluctuate, one uniform pattern seems to be used for treaties in the ancient Near East.

³ Klaus Baltzer, *The Covenant Formulary: In Old Testament, Jewish and Early Christian Writings*, trans. David E. Green (Philadelphia: Fortress, 1971), 10.

⁴*Ibid.*, 9.

Deuteronomy, and Joshua 24 are patterned after the Hittite treaty form.⁵ Although some scholars have challenged this position,⁶ there remains a near consensus “about the [six] essential elements of standard Hittite treaty texts” analogous to Israelite treaty forms.⁷

Characteristics of the Hittite and Israelite Covenants

Rogers appropriately acknowledges the difficulty “of trying to ‘find’ or ‘fit’ [the Hittite covenant] form into Scripture,”⁸ and Gerstenberger maintains that the Old Testament “does not contain *drafts* of treaties, but, at best, *narratives* and *sermons* about covenants.”⁹ This, however, does not eliminate the similarities between ancient Near Eastern and Israelite covenants, as Rogers correctly concludes.¹⁰

One will observe that the treaties found in Exodus, Deuteronomy, and Joshua 24 are much closer in form to the ancient Near Eastern

⁵ George E. Mendenhall, “Covenant Forms in Israelite Tradition,” *BA* 17 (September 1954): 50–76; Gordon J. Wenham, “The Structure and Date of Deuteronomy: A Consideration of Aspects of the History of Deuteronomy Criticism and Re-examination of the Question of Structure and Date in the Light of that History and of the Near Eastern Treaties” (Ph.D. diss., University of London, 1969), 182–216; Herbert B. Huffmon, “Covenant Lawsuit in Prophets,” *Journal of Biblical Literature* 78 (December 1959): 295; Meredith G. Kline, *Treaty of the Great King: The Covenant Structure of Deuteronomy: Studies and Commentary* (Grand Rapids: Eerdmans, 1963); Albright, *From the Stone Age to Christianity*, 16; K. A. Kitchen, *Ancient Orient and Old Testament* (Chicago: InterVarsity, 1966), 91; idem, *The Bible in Its World: The Bible and Archaeology Today* (Downers Grove, IL: InterVarsity, 1977), 79–85.

⁶ Dennis J. McCarthy, *Treaty and Covenant: A Study in Form in the Ancient Oriental Documents and in the Old Testament*, 2d ed., *AnBib: Investigationes Scientificae in Biblicas* (Rome: Biblical Institute Press, 1978), 122–40; Baltzer, *The Covenant Formulary*; Delbert R. Hillers, *Covenant: The History of a Biblical Idea* (Baltimore: Johns Hopkins Press, 1969); Weinfeld, *Deuteronomy and the Deuteronomistic School*; R. Frankena, “The Vassal-treaties of Esarhaddon and the Dating of Deuteronomy,” *Ot St* 14 (1965): 122–54.

⁷ Eugene H. Merrill, *Deuteronomy*, *The American Commentary: An Exegetical and Theological Exposition of the Holy Scripture*, ed. E. Ray Clendenen, vol. 4 (Nashville: Broadman & Holman, 1994), 29–30.

⁸ Cleon L. Rogers Jr., “The Covenant with Abraham and its Historical Setting,” *BSac* 127 (July–September 1970): 250. See Erhard Gerstenberger, review of *Treaty and Covenant*, by D. J. McCarthy, *JBL* 83 (June 1964): 198–99.

⁹ Gerstenberger, review, 199 (italics his).

¹⁰ Rogers, “The Covenant with Abraham,” 251.

suzerainty covenants than are the Abrahamic and Davidic covenants.¹¹ The following section will examine components of the conditional covenant between God and Israel and will compare them to those found in ancient Near Eastern covenants.

Preamble¹²

The preamble,¹³ also known as “introduction of the speaker”¹⁴ or “titulary,”¹⁵ generally describes the one who composes the treaty. It may contain some or all of the following components: the suzerain’s various titles, mighty attributes, and genealogy. “This section emphasizes the suzerain’s greatness and his right to proclaim the treaty,”¹⁶ and justifies his right to demand the “vassal’s allegiance.”¹⁷

Ancient Near Eastern Type. The preamble of a Hittite treaty between Muršilis and Duppi-Tešub illustrates this idea well: “These are the words of the *Sun*¹⁸ Muršilis, the great king, the king of the Hatti land, the valiant, the favorite of the Storm-god, the son of Šuppiluliumas, the great king, the king of the Hatti land, the valiant.”¹⁹ Other Hittite treaties (e.g., the one between Tudḫaliya IV and Kurunta of Tarḫuntašša) are analogous to this one,²⁰ and in them one usually finds, as is characteristic

¹¹ For an analysis of treaty covenant, see Cleon L. Rogers Jr., “The Covenant with Moses and Its Historical Setting,” *JETS* 14 (1971): 141–56; for an analysis of grant covenant, see Rogers, “The Covenant with Abraham,” 242–56.

¹² Although not identical, the following subdivisions of the treaty components were derived from John H. Walton, *Ancient Israelite Literature in Its Cultural Context: A Survey of Parallels Between Biblical and Ancient Near Eastern Texts*, 2 ed., Library of Biblical Interpretation (Grand Rapids: Zondervan, 1989), 101–9.

¹³ Baltzer, *The Covenant Formulary*, 11.

¹⁴ Walton, *Ancient Israelite Literature in Its Cultural Context*, 101.

¹⁵ McCarthy, *Treaty and Covenant*, 51.

¹⁶ Walton, *Ancient Israelite Literature in Its Cultural Context*, 101.

¹⁷ Kline, *Treaty of the Great King*, 50.

¹⁸ *Sun* is a title of the Hittite king. Kline suggest that “Sun-god” should be the literal understanding (*ibid.*, 29).

¹⁹ Pritchard, ed., *ANET*, 203. *Ibid.*, 202, contains another preamble similar to this one, in the treaty between Rea-mashesha mai Amana and Hatusilis.

²⁰ William W. Hallo and K. Lawson Younger Jr., eds., *COS: Monumental Inscriptions from the Biblical World*, vol. 2 (Leiden: Brill, 2000), 94–100. Other two treaties similar to those mentioned above are the treaties of Šuppiluliuma with Aziru and of Tudḫaliya with Šaušgamuwa (*ibid.*, 94–99).

of Hittite royal edicts, the king imposing his covenant on the vassal.²¹ Unlike parity treaties, suzerainty treaties are not between equals. Even if both are kings, they do not have equal status, and that is reflected in the treaty.²²

Israelite Equivalent. Hillers recognizes that the statement *I am Yahweh, your God* in Exodus 20:2b is brief “but not less impressive” than the Hittite preambles.²³ Rogers, on the contrary, thinks it would be more “natural to take Exodus 20:1 [*And God spoke all these words, saying, rather than 20:2b*] as the introduction,” because it appears in a number of treaty introductions.²⁴ However, in light of the Hittite form, it seems best to take Exodus 20:1–2b as a preamble. The phrase “these are the words” is found in Exodus and Hittite treaties, and although the suzerain’s titles of “Sun, the great king” and “I am the LORD your God” are different titles, the same introductory title formula is likewise present in both. Limiting the preamble to one verse would exclude a vital element of it.

In Deuteronomy 1:1–5 and Joshua 24:1–2b, the same preamble elements are included in the covenant. For example, the preambles of Deuteronomy 1:1–5 (*These are the words which Moses spoke . . . saying*) and Joshua 24:1–2b (*Then Joshua gathered all the tribes of Israel . . . said to all the people, “Thus says the LORD God of Israel”*) are similar to those found in the Hittite form shown above.²⁵

²¹ McCarthy, *Treaty and Covenant*, 52.

²² Hillers, *Covenant*, 29–30.

²³ *Ibid.*, 49. Kline, *Treaty of the Great King*, 14, also sees the phrase as equivalent to the preambles of the suzerainty treaties. The brevity of the covenant poses no problems, since Kline finds entire ancient Near Eastern treaties written on a single stone tablet (*ibid.*, 18). Many scholars (e.g., Mendenhall, Kitchen, Walton, and Bright) argue for parallel forms between the Mosaic and ancient Near Eastern covenants, but some (McCarthy, Kalluveetil, Baltzer, Weinfeld) disagree. For a slightly different view than that taken in this article, see McCarthy, “Covenant in the OT,” 68–78.

²⁴ Rogers, “The Covenant with Moses,” 150.

²⁵ Walton, *Ancient Israelite Literature in Its Cultural Context*, 102. See also Peter C. Craigie, “Covenant,” in *BEB*, ed. Walter A. Ewell, vol. 1 (Grand Rapids: Baker, 1988), 535. Kline, *Treaty of the Great King*, 50, likewise sees the preamble component in Deuteronomy 1:1–5 as analogous to the introductory formulas of the extra-biblical treaties.

Historical Prologue

The historical prologue recounts the events and/or relationship between parties leading up to the moment of entering into the covenant. Emphasis falls on the suzerain's kind and beneficial acts toward the vassal. McCarthy identifies these acts as follows: "Sometimes [it is] the long arm of the Hittite military power. . . . Sometimes it is the motive for gratitude . . . [for] the vassal owes his throne to the king of Hatti This may turn into a discussion of rights. . . . Or it may be the good example of the vassal's ancestors in their fidelity to Hatti."²⁶ Thus, the historical prologue's main emphasis is to exhort the vassal to good behavior, and not merely to recount events.²⁷

Ancient Near Eastern Type. The Hittite treaty between Tudḥaliya and Šaušgamuwa contains a typical historical prologue:

I, My Majesty, [have taken you], Šaušgamuwa, [by the hand and] have made [you (my)] brother-in-law. . . . [In the past] the land of Amurru had not been defeated by force of arms of the land of Hatti. . . . Protect My Majesty as overlord, . . . Because I have made you, Šaušgamuwa, (my) brother-in-law, protect my majesty as overlord.²⁸

Here Tudḥaliya presents his relationship to the vassal by recounting the past events and gives reasons for his vassal, Šaušgamuwa, to remain faithful. One must not stereotype all prologues to fit one pattern, since all of them are made to fit a particular situation.²⁹ Hence, one should not impose on Israelite covenants what is not evident in ancient Near Eastern covenants (i.e., one should not attempt to make them fit one stereotypical form).

Israelite Covenant Equivalent. In Exodus 20:2b, the phrase *who brought you* [singular] *out of the land of Egypt, out of the house of bondage*³⁰ serves the same purpose as the historical prologues of the

²⁶ McCarthy, *Treaty and Covenant*, 53.

²⁷ *Ibid.*

²⁸ Hallo, ed., *COS*, 2:98–99.

²⁹ Hillers, *Covenant*, 30–31, concludes that any prologue, "tells a story fitted to the particular partners involved. The treaty form was not a standard contract form in which you needed only to fill in the proper names and sign on the line."

³⁰ Kline, *Treaty of the Great King*, 52, believes the historical prologue here to begin in Exodus 20:2b, contrary to Rogers, who takes the phrase *I am Yahweh, your God* also as part of the prologue. See also Hillers, *Covenant*, 49.

ancient Near East.³¹ Deliverance from Egypt is a past event that constitutes the basis for Yahweh's relationship with Israel; thus, the vassal sees the reason to respond in obedience.³²

McCarthy objects to seeing a historical prologue in the Exodus account.³³ However, as brief as it may be, "[t]his is history from a very particular point of view: the story of the relationship of two parties, told to justify the treaty now proposed, . . . [The prologue] constitutes a genuine parallel to the international legal form."³⁴

Other Scripture passages that reflect the typical historical prologues of the ancient Near East are Deuteronomy 1:6–4:40³⁵ and Joshua 24:2–13.³⁶ Here, both historical accounts in a more extensive manner than above describe the events leading to the renewal of the covenant.

³¹ Rogers, "The Covenant with Moses," 150, was influenced by Francis I. Andersen, *The Hebrew Verbless Clause in the Pentateuch*, JBL Monograph Series, 14 (Nashville, 1970), 40. Rogers says that Andersen "explains this type of verbless clause as one of 'self-identification,' especially the 'self-identification of a speaker at the beginning . . . of a pronouncement'" (ibid., n. 65, as quoted by Rogers).

³² Ibid.

³³ McCarthy, *Treaty and Covenant*, 261.

³⁴ Hillers, *Covenant*, 49–50.

³⁵ Not everyone agrees on how far this section extends. Kitchen and Walton confine it to 1:6–3:29. Merrill sees it as beginning at 1:6 and ending at 4:40; Kline, as beginning at 1:6 and ending at 4:49; and Craigie, as beginning at 1:7 and ending at 4:49. Since God's retribution begins in 1:34 and seems to continue to 4:34 (as mentioned by Merrill), the section cannot end at 3:29. Since 4:45 continues to mention "the statutes" which are "His statutes" in 4:40, one might argue for the continuation of the same subject matter. On the other hand, Merrill, *Deuteronomy*, 135, may be correct in understanding 4:40–49 to introduce material that follows. For instance, the cities of refuge subject matter in vv. 41–43 is greatly magnified in 19:2–13, and the covenant statutes can be viewed to fit the stipulations statutes that follow from 5:1–28:68 better than they fit the preceding material. Hence, ending the prologue at 4:40 seems to be the best option.

³⁶ Kitchen, *Ancient Orient and Old Testament*, 96; Walton, *Ancient Israelite Literature in Its Cultural Context*, 102. Conversely, McCarthy, *Treaty and Covenant*, 280–81, views the historical prologue in Joshua 24:2–13 as late and sees it as a religious theological construction which cannot be validly viewed as an "ancient liturgical confession."

Stipulations

The stipulation section simply specifies the obligations imposed on the vassal. Mendenhall summarizes the elements as follows:

They include typically, a. the prohibition of other foreign relationships outside the Hittite Empire; b. prohibition of any enmity against anything under sovereignty of the great king. . . . c. The vassal must answer any calls to arms sent him by the king. . . . d. The vassal must hold lasting and unlimited trust in the King. . . . e. The vassal must not give asylum to refugees from any source f. The vassal must appear before the Hittite king once a year g. Controversies between vassals are unconditionally to be submitted to the king for judgment.³⁷

Walton recognizes that these stipulations can be introduced in various grammatical forms: “They may be formulated in the precative (‘Let no man do . . .’), the imperative (‘Thou shalt not do . . .’), or most commonly, it may be placed in a conditional phrase (‘If such and such occurs . . .’).”³⁸

Ancient Near Eastern Type. The ancient Near Eastern stipulations sometimes come with historical accounts and are “the most clearly developed [part] in the treaties written in the Hittite language.”³⁹ The treaty between Musili and Duppi-Tesub exemplifies this:

When I, My Majesty, took care of you according to the word of your father, and installed you in the place of your father, behold, I have made you swear an oath to the king of Hatti, . . . You, Duppi-Tešub, protect in the future the king of Hatti, . . . The tribute which was imposed upon your grandfather and upon your father—they delivered 300 shekels of refined gold of first-class quality by the weights of the land of Hatti—you shall deliver likewise. Do not turn your eyes towards another (land)! Your ancestors paid tribute to Egypt, [but] you [should not pay tribute to Egypt because E]gypt has become an enemy [. . .]⁴⁰

³⁷ Mendenhall, “Covenant Forms,” 59.

³⁸ Walton, *Ancient Israelite Literature in Its Cultural Context*, 103. For a good treatment of the use of the apodictic law as covenant stipulations, see Rogers, “The Covenant with Moses,” 141–46. For a discussion of imperatives in relation to apodictic statements and their geographic location, see McCarthy, *Treaty and Covenant*, 82–83.

³⁹ Baltzer, *The Covenant Formulary*, 12.

⁴⁰ Hallo, ed., *COS*, 2:96. The translator of this text mentions that about four lines have been lost.

The stipulations above contain, as part of the covenant, mandates to help the king (the vassal in this case) know what is expected of him in a time of war when summoning protection from the suzerain. If the vassal is attacked, he is to remain faithful to the suzerain helper. Extradition is demanded of escaped prisoners and fugitives that come his way. The vassal is required to remain faithful in the event of gossip and to redirect strangers looking for refuge to the land of Hatti.⁴¹

Israelite Equivalent. It is correct to see the Decalogue as analogous to the Hittite stipulations.⁴² McCarthy points out that the apodictic formulation using the second person singular imperative *you* (*kā*) parallels “the treaties not merely in isolated sentences, but also in a series of related commands.”⁴³ Interestingly, that is what is found in the Decalogue (20:3–17). McCarthy disagrees,⁴⁴ but shows an element that would allow to argue for interpreting the Decalogue as apodictic law covenant form that parallels the stipulations section of the Hittite treaties.⁴⁵ Furthermore, the *I-you* formula of suzerain-vassal dialogue found throughout the entire corpus of ancient treaties parallels the Decalogue *I-am-Yahweh . . . you-shall-not* formula.⁴⁶

The Decalogue in Exodus has been understood in different ways,⁴⁷ but as Kitchen and Rogers suggest, “it may be best to view the Decalogue [20:3–17, 22–26] as the basic stipulation . . . and the other

⁴¹ *Ibid.*, 97.

⁴² Hillers, *Covenant*, 50, recognizes that “The Ten Commandments constitute an obvious parallel to the stipulations of the suzerainty treaty. Our familiarity with the Commandments make[s] it a bit strange, perhaps, to think of them in this light, but the basic likeness is there.” See also Rogers, “The Covenant with Moses,” 150.

⁴³ McCarthy, *Treaty and Covenant*, 61, 63, says, “The most notable example is surely that from the treaty of Mursilis II with Manapa—Dattas and composed in Hittite . . . [e.g.,] thou shalt seize all the captives and thou shalt send them here to me! Thou shalt not leave any man there! Thou shalt not let anyone get way from thy country”

⁴⁴ *Ibid.*, 250–56. This is also denied by Gerstenberger, “Covenant and Commandment,” 47–51.

⁴⁵ Walton, *Ancient Israelite Literature in Its Cultural Context*, 230. For a defense of this view, see Rogers, “The Covenant with Moses,” 141–46. See also Kline, *Treaty of the Great King*, 15.

⁴⁶ Bright, *A History of Israel*, 151. See also Kline, “Law Covenant,” 14–15, and Mendenhall, “Covenant Forms,” 67.

⁴⁷ See Albrecht Alt, *Essays on Old Testament History and Religion*, trans. R. A. Wilson (New York: Doubleday, 1967), 79–171; Hillers, *Covenant*, 88–97.

commandments [21–23, 25–31] as the detailed stipulations.”⁴⁸ Rogers concludes, “This is exactly the character of the Ten Commandments. They are a concise, compact statement of God’s will for his people Israel whom He had just delivered from Egypt.”⁴⁹

Without delving into a detailed analysis of all stipulations, the commandments can be divided into two categories: the first four commandments obligate man to honor God (20:3–11, 22–26), and the last six require man to treat man honorably and honestly (20:12–17).⁵⁰ Numerous stipulations—which conform to the Hittite pattern—also occur in Leviticus 1–25.⁵¹ Deuteronomy 5:1–11:32 contains a summary account of the stipulations, and 12:1–26:15 describes in details how they work.⁵² The same occurs in Joshua 24:14–15, which seems to be the core of the stipulations that 16–25 unfolds while also repeating some of the main concepts.⁵³ Stipulations are so much at the core of Scripture that Jesus actually divided the entire Old Testament into two imperatival stipulations: “*You shall love⁵⁴ the LORD your God with all your heart, with all your soul, and with all your mind.*” *This is the first and great commandment. And the second is like it: “You shall love your neighbor as yourself.” On these two commandments hang all the Law and the Prophets* (Matthew 22:37b–40).

The Document

Provisions were made for the deposition of the treaty in a temple and for periodic public readings of it. This kind of clause in treaties served two purposes, as Mendenhall points out: “First, to familiarize the entire

⁴⁸ Rogers, “The Covenant with Moses,” 150–51; Kitchen, *Ancient Orient and Old Testament*, 97.

⁴⁹ Rogers, “The Covenant with Moses,” 151.

⁵⁰ Rogers also sees it this way.

⁵¹ Kitchen, *Ancient Orient and Old Testament*, 97.

⁵² *Ibid.* Kitchen even sees stipulations in Deuteronomy 29:9–31:8. Merrill, *Deuteronomy*, 31, says, “Despite these disclaimers there can be little doubt about the essential correctness of the view that Deuteronomy 12:1–26:15 is a more specific and detailed exposition of the general principles of the relationship and behavior addressed in 5:1–11:32.”

⁵³ Walton, *Ancient Israelite Literature in Its Cultural Context*, 103.

⁵⁴ Daniel B. Wallace, *Greek Grammar Beyond the Basics: An Exegetical Syntax of the New Testament* (Grand Rapids: Zondervan, 1996), 718–19, states that the future active indicative of *agapēseis* (“you shall love”) is “sometimes used for a command, almost always in OT quotations (due to a literal translation of the Hebrew).”

populace with the obligations to the great king; and second, to increase the respect for the vassal king by describing the close and warm relationship with the mighty and majestic Emperor which he enjoyed.”⁵⁵

Ancient Near Eastern Type. Locating this section in ancient Near Eastern texts and published literature is difficult, perhaps because as Walton says, “Some of the treaties are broken at the point where this clause was originally present.”⁵⁶ Nevertheless, Hillers provides a good example of such a clause in a treaty between Šuppiluliumas and Mattiwaza of Mitanni, citing the following section:

A duplicate of this tablet has been deposited before the Sun-goddess of Arinna, because the Sun-goddess of Arinna regulates kingship and queenship. In the Mitanni land (a duplicate) has been deposited before Tessub, the lord of the *kurinnu* [a kind of shrine] of Kahat. At regular intervals shall they read it in the presence of the king of the Mitanni land and in the presence of the sons of the Hurri country.⁵⁷

Here, one can see that the treaty was put in a shrine and had to be read periodically⁵⁸ in the presence of the vassal king and his regents. Furthermore, duplicates were dispersed. One document found abode in the suzerain’s shrine, and the other in the vassal’s. As the document became enshrined before the gods, the suzerain’s and even the vassal’s gods (who “enlisted in the foreign service of the suzerainty” at this point) became witnesses and avengers against those who broke the oath.⁵⁹

Israelite Equivalent. Exodus 25:16, 21; 40:20 and Deuteronomy 10:1–5 mention two tablets and the ark in which they were placed. In Deuteronomy 31:24–26, Moses commands the Levites to store the tablets in the ark, that they may serve as a witness against the people’s past stubbornness. Since Yahweh was Israel’s Suzerain who lived among them, both copies of the document were deposited in the same place, the sanctuary. Kline notes the specific location “of the documents as given in Hittite treaties can be rendered ‘under (the feet of)’ the god, which would then correspond strikingly to the arrangements in the Israelite holy of

⁵⁵ Mendenhall, “Law and Covenant,” 60.

⁵⁶ Walton, *Ancient Israelite Literature in Its Cultural Context*, 103.

⁵⁷ Pritchard, ed., *ANET*, 205. This ancient treaty is also cited by Hillers, *Covenant*, 35.

⁵⁸ Hillers, *Covenant*, 64, recognizes that “many scholars believe that repeated reading of the covenant formed part of the year’s religious ceremonies at Shechem.” See Bright, *A History of Israel*, 152.

⁵⁹ Kline, *Treaty of the Great King*, 19.

holies.”⁶⁰ However, this may not have been the Decalogue, which probably had already been stored, but perhaps Moses’ account of the wilderness wanderings which made up part of the Pentateuch. Furthermore, analogous to the treaty between Šuppiluliuma and Mattiwaza, Moses in Deuteronomy 31:10–13 commands the Law to be read *at the appointed time in the year of release, at the Feast of Tabernacles*, when all Israel comes before the LORD. The reason for reading Israel’s copy of the document was to encourage faithfulness and fear of the Lord, as well as to be a witness (Deuteronomy 31:26) against covenant violators.⁶¹

The Witness of the Gods

The ancient legal tradition called for witnesses—typically, a long list of gods or elements (mountains, rivers, springs, heaven and earth, sea, clouds, and the wind) which were probably considered to be gods.⁶² As pointed out by Walton and Mendenhall, if the need arose, the gods were called to “enforce the covenant.”⁶³

Ancient Near Eastern Type. Ancient Near Eastern texts provide ample evidence for the existence of this part of the treaty. For example, the treaty between Tudḫaliya IV with Kurunta of Tarḫuntašša calls gods to witness, as well as enforce, the law:

The Thousand Gods⁶⁴ have now been called to assembly for (attesting the contents of) of this treaty tablet that I have just executed for you. Let them see, hear, and be witnesses thereto—the sun-god of heaven, the sun-goddess of Arinna, the storm-god of heaven If you, Kurunta, fail to comply with these treaty clauses, and do not remain loyal to My Majesty then may these oath-deities destroy you together with your posterity. But if you, Kurunta, take to heart the words of this tablet then may these same deities take good care of you, and may you grow old under the protection of My Majesty. . . . Whoever causes trouble for him and takes something away from him may these oath-deities destroy together with that man’s posterity.⁶⁵

⁶⁰ Ibid., 20.

⁶¹ Ibid., 21–22.

⁶² Baltzer, *The Covenant Formulary*, 14; Mendenhall, “Covenant Forms,” 60.

⁶³ Walton, *Ancient Israelite Literature in Its Cultural Context*, 104. Mendenhall, “Covenant Forms,” 60.

⁶⁴ Hoffner notes that this is the “official term for the Hittite pantheon.”

⁶⁵ Hallo, ed., *COS*, 2:105–6.

Clearly, these gods act as witnesses, as well as avengers.⁶⁶ The same elements, with the exception of pagan gods,⁶⁷ appear in the Israelite covenants.

Israelite Equivalent. Exodus 24:4 perhaps may be taken as a witness verse if the pillars played the role of witnesses after Israel agreed to comply with all of Yahweh's commands (24:3). It is difficult to determine. Rogers may be correct in observing that, "Since . . . the pillars of Exodus 24:4 are not mentioned as being witnesses and would remain in the desert when Israel left, it is better to view the stones as merely symbols of the presence of the twelve tribes."⁶⁸ However, Joshua 24:27, which clearly portrays the stones as witnesses to Israel, may clarify Exodus 24:4.⁶⁹ Within the context, in Joshua 24:22, God actually calls Israel to be witnesses against themselves, to which they answer, "*We are witnesses!*"

In Deuteronomy 31:16–30, God instructs Moses to compose a song for Israel to serve as a witness against the people on God's behalf. Within the same context, God also summons the *Book of the Law* (v. 26) and *heaven and earth* (in v. 28) to be witnesses against Israel.⁷⁰ The song in Deuteronomy 32 may also be acting as a witness. Walton says:

⁶⁶ One may wonder why it was necessary to cite a long list of strange gods as witnesses. Hillers, *Covenant*, 36–37, suggests, "Since the population of the Hatti land was extremely mixed, and since the ruling class was both tolerant of old cults and hospitable to new ones, the list of the Hittite gods is very long, the most important deities being placed first." The intention was to make the overlord's gods aware of the vassal's oath. If the vassal were to break it, the most powerful gods would be expected to wreak vengeance.

⁶⁷ Kitchen, *Ancient Orient and Old Testament*, 97.

⁶⁸ Rogers, "The Covenant with Moses," 153.

⁶⁹ Kitchen, *Ancient Orient and Old Testament*, 97. Kitchen also mentions it in *The Bible in Its World*, 82. He interprets both of these verses as referring to "memorial-stones" that are used as witnesses.

⁷⁰ Huffmon, "Covenant Lawsuit," 292–93, explains that in ancient Near Eastern treaties, natural elements were summoned as witnesses not because they belonged to the divine assembly but "because the curses and blessings—part of the covenant—involved these natural phenomena." However, the meaning that the natural elements played as witnesses for Israel is not clear. It may follow the meaning of the ancient Near Eastern treaties. Huffmon suggests "that heaven and earth served as judges, for Yahweh is the plaintiff and Israel the accused. Heaven and earth as judges may be a literary fiction, but it would be more appropriate if the judge could serve as the executor of the sentence in actual

The [entire] Song of Moses, which is recorded for us in Deuteronomy 32, fits into the witness category, for it affirms YHWH's ability to enforce the terms of the covenant. Of particular significance are verses 39–43, in which YHWH takes an oath to exact vengeance on behalf of his people [which is analogous to the last two lines of the treaty between Tudḫaliya IV with Kurunta quoted earlier].⁷¹

Curses and Blessings

All treaties include blessings and curses. Usually, the suzerain specifies what he will do to the vassal who disobeys the stipulations and what blessings he will bestow on him for obedience. As already seen, the gods act not only as witnesses but also “as guarantors that the stipulations of the treaty will be carried out, as ‘lords of the oath.’ They are to ‘pursue relentlessly’ all who break their oath, but reward those that adhere to the terms of the treaty. And so together with the list of gods goes the list of blessings.”⁷²

Ancient Near Eastern Type. Basic and standard element in all ancient Near Eastern treaties is the list of curses and blessings, although the blessing element in these treaties is “not so prevalent.”⁷³ Unlike the brief curse segments found in the Hittite treaties, the curse sections found in the Assyrian and Syrian documents are quite elaborate.⁷⁴ Delbert R. Hillers notes that these curses appear in various forms; however, the treaty forms of the third millennium usually contain three elements: (1) the name of the deity, (2) epithet of the deity, (3) and the curse. Second-millennium treaties normally do not contain all of these characteristics

court practice (as is suggested by Deuteronomy 25:1–3), since the natural world served to carry out the curses and blessings” (ibid.).

⁷¹ Walton, *Ancient Israelite Literature in Its Cultural Context*, 105.

⁷² Baltzer, *The Covenant Formulary*, 14–15, 24.

⁷³ Walton, *Ancient Israelite Literature in Its Cultural Context*, 104. See also Hillers, *Covenant*, 38.

⁷⁴ McCarthy, *Treaty and Covenant*, 121, points out that “[t]here is a point which characterizes the Assyrian documents. This is the curse. It is long, emphatic, colorful, of a spirit far different from the sober Hittite tradition. . . . It is a baroque elaboration of the substitution ritual mentioned in a Syrian treaty text of the second millennium B.C. and found in covenant-making ceremonies among many Semitic peoples.” See also Walton, *Ancient Israelite Literature in Its Cultural Context*, 105, and Baltzer, *The Covenant Formulary*, 15.

(i.e., they may exclude either the epithets or names of the gods or at times only mention a single god), although there are exceptions.⁷⁵

Furthermore, although Hittite treaties do not necessarily name their gods in the curse section, they refer back to the witness section that usually has an elaborate list of these gods,⁷⁶ which is exemplified in the treaty between Mursili and Duppi-Tešub:

[Sun-god of Heaven, Sun-goddess] of Arinna, Storm-god of Heaven, Storm-god of Hatti, [Seri (and) Hu]ri, . . . Let them be witnesses this treaty and to the oath!

All the words of the treaty and the oath which are written on this tablet—if Duppi-Tešub [does not keep these] words of the treaty and of the oath, then let these oath gods destroy Duppi-Tešub together with his head, his wife, his son, his grandson, his house, his city, his land and together with his possessions.

But if Duppi-Tešub observes these words of the treaty and of the oath which are written on this tablet, let these oath gods protect Duppi-Tešub together with his head, his wife, his son, his grandson, his city, his land, your (!) house, your (!) subjects [and together with his possessions!].⁷⁷

The most common element in second-millennium treaties is curses and blessings. The fact that curses were aimed at total destruction⁷⁸ points to the gravity of breaking a covenant with a suzerain.

Israelite Equivalent. Like the ancient Near Eastern treaties, blessings and curses were very much part of the Israelite covenants. However, Israelite covenant curses are not like the magical texts or incantations of the Hittites or other ancient Near Eastern treaties.⁷⁹

⁷⁵ Hillers, *Treaty-Curses*, 13–14, mentions one such exception published in Heinrich Otten’s work on the fragment of the Kashka treaty.

⁷⁶ The treaty between Mušili and Duppi-Tešub exemplifies this. The list, which is too elaborate to quote here, is reproduced in its entirety in William W. Hallo, ed., *COS*, 2:97–98.

⁷⁷ *Ibid.*

⁷⁸ Hillers, *Covenant*, 38, describes why the curses were so severe: “In a different formulation some jurist foresees that a man might try to escape the curse on his wife and children by taking a second wife after the oath was sworn, so a curse is pronounced to cover that contingency as well. The curse is not limited to the vassal king but is spread, in widening circles, over his wife and children, to the third generation, his possessions and his country.”

⁷⁹ See Hillers, *Treaty-Curses*, 20–29.

Unlike the other books within the Law (e.g., Deut 28–30), Exodus does not develop an orderly and formal list that details the blessings and curses.⁸⁰ However, it shows that “The punishment given for disobedience to the Law (e.g., Exodus 22:19; 11:15, 17; 35:5; 21:12–14; 11:15–16 etc.), as well as the sprinkled blood (Exodus 24:6–8), are in reality parts of the covenant curses.”⁸¹

More formal and extensive lists of blessings and curses are located in Leviticus 26:3–13 (blessings) and 14–33 (curses).⁸² Furthermore, in all Scripture, Deuteronomy 28 (1–14 [blessings] and 15–68 [curses]) is the best-known chapter and key to Israel’s future success⁸³ and blessings in the land,⁸⁴ since Israelite treaties, like other ancient Near Eastern treaties, contain an extensive curse section.⁸⁵

⁸⁰ Kline, *Treaty of the Great King*, 16, finds the blessings and curses in Exodus 20 to be “interspersed among the stipulations” (cf. vv. 5–7, 11–12).

⁸¹ Rogers, “The Covenant with Moses,” 154. Hillers, *Covenant*, 53, says, “Exodus 20 then has only a brief counterpart to the blessings and curses of the treaty, . . . [and] in Exodus 24, the covenant with Yahweh is at best implied in the ritual sprinkling of the blood of the covenant.” McCarthy, *Treaty and Covenant*, 255, n. 22, does not believe the sprinkling with blood in Exodus 24:6, 8 is “connected with some sort of curse ritual.”

⁸² Kitchen, *Ancient Orient and Old Testament*, 97. As seen above, the curse sections of the Hittite treaties have close parallels to those of the Israelite treaties. There are also parallels between the curses found in the Esarhaddon treaties and those in Deuteronomy (see Weinfeld, “Covenant Terminology,” 190–99).

⁸³ Pentecost, *Thy Kingdom Come*, 92, interprets Deuteronomy 28 as the predominant principle for God’s dealing with His covenant people. He goes on to illustrate the outworking of this principle throughout all periods of Israel’s history (ibid., 91–92, 107, 110–112, 118, 124, 127–28, 134, 149, 151, 159, 161, 163, 179, 195, 196). Deuteronomy 28 is more frequently quoted in his volume than any other part of Scripture, because Pentecost seems to feel that one’s understanding of Israel’s success or failure is linked to this particular passage.

⁸⁴ Rogers, “The Covenant with Moses,” 154, believes that the blessings and curses mentioned in Lev. 26 and Deut. 28 have a close association with Israel’s success in the land. See also Rogers, “The Covenant with Abraham,” 247–48.

⁸⁵ Pritchard, ed., *ANET*, 161. Kitchen points out that in the blessing and curse section of the law code mentioned in the latter *ANET* quote one finds only three blessing clauses, as opposed to the fragmented eight or nine curses (Kitchen, *Ancient Orient and Old Testament*, 97–98). The same can be said of Hammurapi’s laws. See *idem*, *ANET*, 178–80; Kitchen, *Ancient Orient and Old Testament*, 97–98. McCarthy, *Treaty and Covenant*, 144, 173, sees the dominant feature of curses and blessings found in Deuteronomy 28 as analogous to Syrian

One thing must be recognized about the purpose of the blessings and curses section: they were to encourage obedience.⁸⁶

Other Elements Found in Treaties

Other elements which were linked to the blessing and curse section⁸⁷ and which accompanied many treaties are the oath and sacred ceremony to seal the treaty.⁸⁸ The ratification of the treaty, blood sacrifices, formal oath of acceptance, preparation, sealing, and handing over of the covenant document were all part of certain treaties.⁸⁹

The oath. At the conclusion of a covenant, the vassal usually uttered an oath. This gave assurance to the suzerain that the stipulations of the treaty would be kept.⁹⁰ Furthermore, an oath ceremony also served to secure bilateral faithfulness of the parties.⁹¹

Ancient Near Eastern Type. In the ancient Near East, taking an oath was common. In Hittite treaties, the suzerain could take an oath on behalf of the vassal, as in the treaty between Muršilis and Duppi-Tešub of Amurru.⁹² However, it was more common for the vassal to take an

and Assyrian, but not Hittite, treaties. He is correct (as his chart, *ibid.*, 173, shows), but as he stipulates, the text of Šuppiluliuma-Kurtiwaza treaty is an exception (*ibid.*, 148). Hillers, *Covenant*, 38, is not surprised to find a dominant feature of curses in later treaties because “[t]hey are the most effective guarantee that the oath will be kept. No one will refrain from rebellion just because he does not want to miss some future blessings; he may refrain if he is terrified at the thought of the curses of the gods.” Kitchen, *Ancient Orient and Old Testament*, 98, n. 41, also reasons, “The motive of additional deterrent may inspire the inclusion of more curses than blessings.” In fact, McCarthy, *Treaty and Covenant*, 74, n. 72, cites a reference from an ancient Near Eastern text (Goetze, *ANET*, 400, IV 10ff.) that may prove that certain men might have been “more sensible to fear than promises.” Thus, the presence of curses does not prove Israel’s covenant is late.

⁸⁶ Hillers, *Covenant*, 54.

⁸⁷ *Ibid.*, 40. Hillers says, “Even if some of the more esoteric details escape us, it is clear that acts associated with conclusion of a treaty generally have to do with some sort of curse.”

⁸⁸ Rogers, “The Covenant with Abraham,” 248; Pritchard, ed., *ANET*, 353–54.

⁸⁹ J. A. Thompson, “The Significance of the Ancient Near Eastern Treaty Pattern,” *TynBul* 14 (1963): 2.

⁹⁰ Baltzer, *The Covenant Formulary*, 22. See also Korosec, *Hethitische Staatsverträge*, 26.

⁹¹ Gerstenberger, “Covenant and Commandment,” 42.

⁹² Pritchard, ed., *ANET*, 204.

oath of faithfulness to the suzerain. Such oaths are implicitly⁹³ found in various Hittite treaties between Šuppiluliuma and Aziru and between Muršilis and Duppi-Tešub.⁹⁴

Israelite Equivalent. Oaths were usually uttered at the conclusion of a treaty, which implied acceptance of its terms. However, Israel invoked an oath in Exodus 19:8, *All that the LORD has spoken we will do*, before hearing the covenant.⁹⁵ Then, after hearing the covenant in 24:3, 7, they consented again. Furthermore, Kline believes that an oath is implicitly found in the third commandment of Exodus 20:7.⁹⁶ Kalluveetil recognizes different ways to enact a covenant: decisions, sign of assent, documentation (not necessarily text-treaty based), a reminder, a monument, or a gift. Thus, he concludes that a covenant “generally implies oath”; however, an oath does not need to be present.⁹⁷

Failure to keep an oath resulted in covenant curses falling on the vassal. Thus, in concluding a covenant, “To swear by God or the gods was to call upon them to be a continual witness to the fidelity of the partners and to invoke the curses if necessary.”⁹⁸

⁹³ The statement “will break the oath,” which occurs nine times in the treaty between Šuppiluliuma and Aziru and nine times in the treaty between Muršilis and Duppi-Tešub, implies that an oath was taken.

⁹⁴ Hallo, ed., *COS*, 2:94–97. McCarthy, *Treaty and Covenant*, 129–30, says, “In Hatti the members of society were bound to the king not because this was the nature of things but because they had taken oaths and received royal grants. This being the internal structure of Hittite society, what could be more natural than to extend the system to outlying lands, to set up vassals bound to Hatti by oath? This is in fact what happened: a system of subordinate sovereignty under oath was developed, and it used the very terminology of the oaths and regulations for officers within Hatti itself.”

⁹⁵ Rogers, “The Covenant with Moses,” 152.

⁹⁶ Kline, *Treaty of the Great King*, 15. Mendenhall, “Covenant Forms,” 66, finds no reference to oath as the foundation of the Sinaitic covenant. However, in footnote 35, he does acknowledge that the “oath may have been a symbolic act rather than verbal.” Kline states that a “solemn affirmation” to God and his mediator (Moses) in the context of commands and consequences upon failure “is tantamount to an oath.”

⁹⁷ Kalluveetil, *Declaration and Covenant*, 5, 9.

⁹⁸ Rogers, “The Covenant with Abraham,” 249. McCarthy, *Treaty and Covenant*, 73–75, 77–81, 137. See also the “Curses and Blessings” section in the treaty between Muršilis and Duppi-Tešub in Prichard, ed., *ANET*, 205, and Hallo, ed., *COS*, 2:95, 97, 98.

The sacrificial ceremony. A sacrifice—along with an oath⁹⁹—accompanied the curses at the closing of a covenant.¹⁰⁰ Kalluveettil recognizes that the sacrificial event produced a union resulting in a relationship. Thus, the sacrificial ceremony can also stand for the covenant itself by synecdoche.¹⁰¹

Ancient Near Eastern Type. Weinfeld states that sacrificial ceremonies were common in the third millennium in places such as Mari, Alalah, Greece, and Israel. Hence, one finds the two common traditions for sacrificial ceremony in making a covenant to be operative in the Mari texts: the tribal preference was a goat or a puppy, and the kings' preference was an ass. In the Alalah texts, a lamb's neck was cut for the sacrificial ceremony. One also finds sacrifices offered to statues in the treaty between Naram-Sin and the Elamites. The stele of the vultures also presents a treaty between Lagash and Umma where the sacrifice of two doves and a bull takes place. In Greece, Aescylus' text, *Seven against Thebes*, describes a princess taking an oath and touching the blood of the sacrificial bull.¹⁰²

However, Weinfeld recognizes the absence of the sacrificial element in many Hittite and Assyrian treaties.¹⁰³ He explains that, in formalizing a treaty, oath replaced the sacrificial ceremony. He does, however, acknowledge two rituals. In an eighth-century B.C. treaty (between Assurnirari V and Mati'ilu of Bit Agusi), a ram is presented as an example—not a sacrifice—of what will happen to the vassal in case of a violation. In another pre-imperial Hittite treaty (between Hattuša and Huḫazalma), a lamb is sacrificed before the oath is taken.¹⁰⁴

Rogers understands the sacrificial ceremony as carrying the primary meaning of a sign that represented what would happen to covenant violators.¹⁰⁵ Likewise, Hillers interprets the ratification ceremony as a sign of what will occur in the event of unfaithfulness. As evidence, he

⁹⁹ Weinfeld, "Covenant Making," 137.

¹⁰⁰ Hillers, *Covenant*, 40–41, says, "The most widely attested form of swearing to a covenant, however, involved cutting up an animal. The man taking an oath is identified with the slaughtered animal."

¹⁰¹ Kalluveettil, *Declaration and Covenant*, 28.

¹⁰² Weinfeld, "Covenant Making," 137, notes that there is a strikingly similar sacrificial ceremony in Greece as the one described in Genesis 15:9–17. See also Lowery, "Covenant Implication", 12–13.

¹⁰³ Weinfeld, *Deuteronomy and the Deuteronomical School*, 103–4.

¹⁰⁴ Weinfeld, "Covenant Making," 138.

¹⁰⁵ Rogers, "The Covenant with Abraham," 249.

points to an ancient Near Eastern text: “Just as this calf is cut up, so may Matiel be cut up [Another text mentions that] Abba-AN swore to Yarim-Lim the oath of the gods, and cut the neck of a lamb, (saying): ‘If I take back what I gave you’” Although Hillers recognizes that the consequence of failure to keep the covenant is not expressed in the latter text, he believes the sign of a finger across the throat or pointing to the slain animal could sufficiently convey the consequence.¹⁰⁶

Israelite Equivalent. In Jeremiah 34:18, the judgment of God falls on Israel, and the ceremonial slain calf symbolically depicts the fate of covenant violators. In Genesis 15:9, the sacrifice and blood become the seal of the covenant. In Exodus 24:6, the blood of a slaughtered bull is sprinkled on the people as a seal of the covenant. Since the blood for the Hebrews was the “seat and sign of life,”¹⁰⁷ perhaps shedding blood as a result of covenant violation was biblically strictly reserved for covenants inaugurated by God, since He is the author of life who establishes the union.

While the definition and above example seem to capture the main idea behind the Near Eastern and Israelite sacrificial ceremony, some have viewed the sacrifices as “forming a mystic union between two parties,” since the slain animal’s blood produced kinship.¹⁰⁸ This may well be analogous to Christ’s shed blood, which is the basis for the conciliatory relationship between God and man. However, interpreting treaties under a conciliatory relationship rubric is questionable, or as Rogers suggest, it is “difficult to see how this is the case in treaty making, especially between humans.”¹⁰⁹

In conclusion, the Hittite treaties consistently follow a certain form that parallels Israelite treaties, as seen above. However, first-millennium treaties from Mesopotamia and Syria deviate in form by placing the witness list before the stipulations list, and in Syrian treaties one can

¹⁰⁶ Hillers, *Covenant*, 41, says, “The same idiom occurs in other languages, notably Greek, where Homer’s phrase is *horkia tamnein*, literally, ‘to cut oaths’” (italics his). For ceremonial signs that convey consequences and curses, see Hillers, *Treaty-Curses*, 19–29.

¹⁰⁷ McCarthy, *Treaty and Covenant*, 255.

¹⁰⁸ *Ibid.*

¹⁰⁹ Rogers, “The Covenant with Abraham,” 249. See also McCarthy, *Treaty and Covenant*, 255–56.

regularly find the curse section before the stipulations section.¹¹⁰ Likewise, the forms of Israelite covenants vary:

Exodus–Leviticus	Deuteronomy	Joshua 24
Introduction of Speaker	Introduction of Speaker	Introduction of Speaker
Historical Prologue	Historical Prologue	Historical Prologue
Stipulations	Stipulations	Stipulations
	Document Clause	Curses
Blessings	Blessings and Curses	Witnesses
	Epilogue	Document Clause
	Witnesses ¹¹¹	

In spite of variations, the Israelite covenants remain much closer to the Hittite covenants in form than they are to other treaty patterns. As seen above, Israelite covenants contain three elements that consistently appear in the same order: introduction of the speaker, historical prologue, and stipulations. Obviously, Exodus–Leviticus deviates most from the others by omitting the witnesses and document elements. By comparison, the document section which is often absent is evident in the Hittite treaties.

The lack of witness clauses in Exodus–Leviticus, as well as the frequent absence of document sections in the Hittite treaties, may cause some to question the parallels between the Israelite and the Hittite treaty forms. However, “the witnesses section may not be in Israelite ones because of Israel’s distinctive view of deity and YHWH’s role as suzerain of the treaty. . . . Minor departures in order may be the result of having both law and treaty forms to comply with.” Finally, the presence of the historical prologue section in the Hittite treaties, which is almost non-existent in others,¹¹² continues to be the strongest argument¹¹³ for

¹¹⁰ Walton, *Ancient Israelite Literature in Its Cultural Context*, 105. See also McCarthy, *Treaty and Covenant*, 119–20.

¹¹¹ Walton, *Ancient Israelite Literature in Its Cultural Context*, 105.

¹¹² McCarthy, *Treaty and Covenant*, 141, 144.

¹¹³ Bright, *A History of Israel*, 153–55, presents objections against the view that argues for the rarity of the term *b^erîṭ* prior to the seventh century. One would have to discount key passages such as Gen. 15:8 and Exod. 19:3–6; 24:7; 34:10, 27 and attribute the patriarchal and Sinaitic accounts to the Josiah-Deuteronomy

interpreting Israelite covenants as parallel to the Hittite treaties of the second millennium B.C.¹¹⁴

Comparison between Hittite and Israelite Grant Covenants

As mentioned earlier, there seems to be one standard ancient Near Eastern covenant form that Israelite covenants were patterned after. However, the ancient Near Eastern treaty components do not fit perfectly with those of Scripture.¹¹⁵ Therefore, when speaking of historical treaties, it is best to refer to them as having similar elements, not identical forms. This will be evident in the examination of the elements of the Abrahamic grant covenant.

Since examples of ancient Near Eastern treaty forms were furnished above, it will suffice here to show that the Abrahamic grant covenant carries components parallel to those found in other ancient Near Eastern treaties.¹¹⁶ David's grant covenant can be shown to have similar characteristics to Abraham's,¹¹⁷ but for the sake of space, only the Abrahamic covenant will be examined in detail.

era, which would be hard to prove based on the fact that historical prologues are standard in Hittite treaties but virtually absent in first-millennium treaty forms. See also Walton, *Ancient Israelite Literature in Its Cultural Context*, 106–7. For a helpful analysis of the distinctions between first- and second-millennium treaties, see Weinfeld, "Covenant Making," 135–39.

¹¹⁴ See Walton, *Ancient Israelite Literature in Its Cultural Context*, 105, and Kitchen, *The Bible in Its World*, 83. Craigie, "Covenant," 534–35, also recognizes the parallels between these covenants. For a different view regarding the need for historical prologues, see McCarthy, *Treaty and Covenant*, 54–56.

¹¹⁵ See the "Characteristics in Hittite and Israelite Treaty Covenants" section.

¹¹⁶ Lowery, "Covenant Implication," 14, 23, recognizes that some limit the influence of the suzerainty treaty forms to the Mosaic covenant and Joshua 24. However, he says, "It is certain that the world of Abraham's day employed the covenant form in classes of negotiations and treaties." McCarthy, "Three Covenants in Genesis," 188–89, also sees characteristics parallel to treaty forms of the 18th and 14th centuries.

¹¹⁷ This point is well established by Weinfeld, "The Covenant of Grant," 184–203. See also McCarthy, "Covenant in the OT," 81–89.

Preamble

As expected in the preamble, the speaker introduces Himself, but only after the introduction of Abraham's ancestry (Genesis 11:26–32).¹¹⁸ Rogers recognizes that Yahweh's great revealing title is "the One who exists and remains by His own to help them."¹¹⁹ Indeed, the statement in Genesis 15:1, *I am your shield, your exceedingly great reward*, not only contrasts the previous event (i.e., the refusal to accept the king's gift, cf. 14:21–23), but may also "lay stress on the One who is the instigator of the covenant."¹²⁰

Historical Prologue

In Genesis 12:1 and following, one does not see a historical prologue. However, the beginning chapters of Genesis, along with Abraham's genealogy in 11:26–31, are understood by some to be the historical form of the prologue that culminates in Genesis 12.¹²¹ Umberto Cassuto and Rogers may be correct in interpreting the early chapters of Genesis as setting stage by explaining how Israel's blessings of Genesis 12:1–3 "fit" within human origin¹²² seen as replacing the curse of the fall.¹²³ Then, it

¹¹⁸ Claus Westermann, *Genesis 12–36: A Commentary*, trans. John J. Scullion, 2d ed., vol. 2 (Minneapolis: Augsburg, 1986), 137, argues that 11:27–32 functions as an introduction to Abraham.

¹¹⁹ Rogers, "The Covenant with Abraham," 251.

¹²⁰ *Ibid.*, 252.

¹²¹ Westermann, *Genesis*, 140, sees the purpose of the introduction (Genesis 11:27–32) to the patriarchal story to be connected to the creation account. The creation account leading up to the fall of man is then understood as introducing the problem of God's broken fellowship with man that anticipates the future blessings of God's restoration of this broken fellowship developed in the patriarchal introductory blessing section (11:27–12:3). He says, "The stream of generations which flowed from the creation out into the broad expanse of the history of mankind by virtue of the creation blessing, diverges now into that branch which leads from the father, Abraham, through his descendants to Israel, the people of God" (*ibid.*, 140–41).

¹²² Umberto Cassuto, *A Commentary on the Book of Genesis*, trans. Israel Abrahams, vol. 2 (Jerusalem: Magnes, 1964), 291, notes that the sections beginning with the phrase *Be fruitful and multiply; fill the earth* (1:28) are linked to the nearly identical phrases found in 9:1 (in regard to Noah) and in 17:2–6 (in regard to Abraham). He says, "In view of the fact that these sections have an Israelitic, and not a universal content, there are, of course, no parallels to be found to their subject-matter in the literatures of the neighbouring peoples, . . ." See also Rogers, "The Covenant with Abraham," 252; James

seems legitimate to view Genesis 1–11 as the historical prologue that introduces Israel’s grant covenant.

The Stipulations

Unlike the treaty covenant, the grant covenant made with Abraham has no stipulations for Abraham to fulfill. It is solely dependent on God, who assumes all responsibility.¹²⁴ However, Genesis 12:1 and 17:1–2, 9–14 seem to indicate that God’s covenant with Abraham was not unconditional.¹²⁵

First, in Genesis 12:1, the imperative “You get out”¹²⁶ (*lek-lēkā*) is followed by various piel imperfect cohortative *waw* (w) conjunctive constructions (in vv. 2–3, e.g., *wa’ābārekā* [I will bless you], *wa’āgaddēlā šemēkā* [I will make your name great], and *wa’ābārākā mēbārēkēkā* [I will bless those who bless you]) which may well indicate the result, intention, or consequence that is expected or intended.¹²⁷ Rogers thinks the “idea of intention certainly reflects well the basic meaning of the cohortative.”¹²⁸ Although Gesenius-Kautzsch-Cowley acknowledges the possible meaning of the above construction, it also recognizes the contingency supplied by the imperative.¹²⁹ Yet, Rogers thinks “the stress is not on the imperative as a condition but

Muilenburg, “Abraham and the Nations: Blessing and World History,” *Int* 19 (October 1965): 189–90. Hence, it is reasonable to conclude that the *historical prologue* in the Genesis account relates more to Israel than to humanity as a whole.

¹²³ Leupold, *Genesis*, 413, understands the emphasis on blessing in Gen. 12:3 (*And in thee shall all the families of the earth be blessed*) as pointing back to “the divided ‘families’ (10:5, 20, 31) of the earth, divided by their sins, as well as to the curse of 3:17 which is now to be replaced by a blessing. A blessing so great that its effect shall extend to ‘all the families of the earth’ can be thought of only in connection with the promised Savior.”

¹²⁴ McCarthy, *Old Testament Covenant*, 81; Mendenhall, “Covenant Forms,” 62.

¹²⁵ Rogers, “The Covenant with Abraham,” 253.

¹²⁶ This writer’s translation is literal.

¹²⁷ Wilhelm Gesenius, Emil Kautzsch, and Arthur Ernest Cowley, *Gesenius’ Hebrew Grammar*, 2d English ed., ed. E. Kautzsch (Oxford: Clarendon, 1910), 325.

¹²⁸ Rogers, “The Covenant with Abraham, 253”

¹²⁹ *GKC*, 493. See also Hans Walter Wolff, “Kerygma of the Yahwist,” *Interpretation* 20 (April 1966): 137.

rather on the cohortative and the purpose or intention expressed by it.”¹³⁰ On this point, Wolff says, “The preceding imperative does not thereby have any kind of conditional undertone, as if the promise of Yahweh were dependent on the obedience. Rather it sounds like a summons to receive the repeatedly promised gift.”¹³¹ Contrary to Westermann’s view that Abraham’s departure was an easy task for a nomad,¹³² leaving all the familiarities and wandering off to the unknown was not easy.¹³³ Thus, the imperative was there to test Abraham’s faith in God’s promise, not to pose a condition for attaining God’s promise. The same is true for Genesis 22, where Abraham is commanded to offer up Isaac.¹³⁴

Second, in Genesis 17:1–2, the making of a covenant with Abraham seems to be conditioned on Abraham’s blameless lifestyle. However, three things argue against this interpretation. The covenant mentioned here comes “after God has already given Abraham the covenant (Genesis 12:1–4; 15).”¹³⁵ The grammatical construction that appears here is identical to the construction found in Genesis 12:1–2 (“i.e., imperative followed by a cohortative”).¹³⁶ Therefore, the stress lies on what God will do for Abraham.¹³⁷ Finally, the phrase *w^eətt^enâ b^erîti* cannot be defined as “make” (lit., give) or “set up a covenant”; instead, it means to “put into force” by making “operative” the covenant that is already in force.¹³⁸ Thus, the difficulty disappears along with the supposed condition.

Third, on the surface, God’s covenant seems to be conditional because it is based on circumcision¹³⁹ in Genesis 17:9–14. However,

¹³⁰ Rogers, “The Covenant with Abraham,” 253, presents as further evidence Gen. 45:19, where the stress lies “on what Joseph will do for his brothers” (v. 18). In addition, the emphasis in Gen. 30:28 is on Laban’s paying Jacob what he desires, and in Gen. 32:9 the emphasis is on God’s goodness to Abraham (cf. Gen. 27:3; 1 Sam. 14:12; 28:22; 2 Sam. 14:7) (ibid., n. 61).

¹³¹ Wolff, “Kerygma of the Yahwist,” 138.

¹³² Westermann, *Genesis*, 148.

¹³³ Rogers, “The Covenant with Abraham,” 254.

¹³⁴ Gordon J. Wenham, *Genesis 1–15*, WBC, ed. John D. W. Watts, vol. 1 (Waco, TX: Word Books, 1987), 274.

¹³⁵ Rogers, “The Covenant with Abraham,” 254.

¹³⁶ Ibid.

¹³⁷ Ibid.

¹³⁸ Leupold, *Genesis*, 514.

¹³⁹ John J. Davis, *Paradise to Prison: Studies in Genesis* (Grand Rapids: Baker, 1975), 192, points out that “circumcision was not unique to the Hebrews. It was practiced by Egyptians, Edomites, Ammonites, Moabites, and some other

circumcision is only a sign of the already operative covenant (Genesis 17:11).¹⁴⁰ Those who broke the covenant (Genesis 17:14) missed the blessings¹⁴¹ but did not cause the unconditional covenant to become inoperative.¹⁴²

Thus, when speaking of stipulations of the grant covenant, man has no part. All stipulations belong to God.

The Blessings and Curses

The blessings and curses in the Abrahamic covenant are of a different nature than those in conditional covenants; that is, unlike the blessings and curses of a treaty that affect those within it, in the grant covenant the blessings and curses affect those outside. For example, in Genesis 12:3 God says, *I will bless those who bless you, and I will curse him who curses you; and in you all the families of the earth shall be blessed.* This means that blessings and curses are for those outside the covenant, and their fate depends upon acknowledgment or rejection of Abraham's blessing.¹⁴³

nomadic peoples (cf. Jer. 9:25). The Philistines, of course, did not practice it and were commonly designated 'the uncircumcised' (cf. II Sam. 1:20). Nor was this custom in vogue in Mesopotamia."

¹⁴⁰ Mendenhall, "Covenant," 718. See also J. G. Murphy, *Critical and Exegetical Commentary on the Book of Genesis: With a New Translation* (Boston: Draper and Halliday, 1867), 309. Ronald E. Clements, *Abraham and David: Genesis XV and Its Meaning for Israelite Tradition*, SBT, ed. C. F. D. Moule (Naperville, IL: Alec R. Allenson, Inc., 1967), 73–74, understands circumcision as the sign and token of the unconditional nature of the covenant.

¹⁴¹ Victor P. Hamilton, *The Book of Genesis Chapters 1–17*, NICOT, ed. Robert L. Hubbard, Jr. (Grand Rapids: Eerdmans, 1990), 474. One could miss the blessings either through excommunication from the community or through execution (ibid.). Leupold, *Genesis*, 514, 520, interprets the failure to walk obediently as making oneself "unfit to receive divine blessings."

¹⁴² Mendenhall, "Covenant Forms in Israelite Tradition," 62, says, "Both in the narrative of Genesis 15 and 17, and in the later references to this covenant, it is clearly stated or implied that it is Yahweh Himself who swears to certain promises to be carried out in the future. It is not often enough seen that no obligations are imposed upon Abraham. Circumcision is not originally an obligation, but a *sign* of the covenant, like the rainbow in Genesis 9. It serves to identify the recipient(s) of the covenant, as well as to give a concrete indication that a covenant exists. It is for the protection of the promise, perhaps, like the mark of Cain of Genesis 4."

¹⁴³ Rogers, "The Covenant with Abraham," 255, and Leupold, *Genesis*, 411–12, understand it this way.

Obviously, in Genesis 12:1–3 the blessings do not exclude Abraham and his seed, but in chapters 15 and 17 the promised blessings of the Messiah and the land are reiterated. As evident from the text, the future fulfillment of these promises is contingent not on man but on God. However, as mentioned above, one must not overlook the conditional blessings attached (17:1–2, 9–14) to an unconditional grant covenant (see “Promissory Covenant” section).

The Sacrifices and Oath

Both the sacrifices and the oath were performed by God in Genesis 15:9–20. Here two things must briefly be discussed. First, although God introduced the covenant in Genesis 12:1–3, He ratified and sealed it with a sacrifice and oath¹⁴⁴ in 15:9–20. Only God passed between the cut pieces,¹⁴⁵ where normally both parties would pass (15:17). He gave the land with no stipulations attached to it (15:18).¹⁴⁶ Then, through a type of symbolic oath by self-cursing connected to *b'ērîṭ* (15:18),¹⁴⁷ God reiterated the oath in 22:16 to reconfirm the promises He made in chapter 15.¹⁴⁸ Second, since only God passes through the pieces and swears by

¹⁴⁴ Kline, *Treaty of the Great King*, 23, sees the oath element, even though the term is absent in 15:9ff, and describes it as a “self-maledictory oath symbolized by the slaying of animals.”

¹⁴⁵ For extra-biblical examples of treaties based on this sacrificial ceremony, see Lowery, “Covenant Implication”, 28–29; Pritchard, ed., *ANET*, 660.

¹⁴⁶ The royal land grants are parallel to the Abrahamic and Davidic grants. See the treaty between Tudḥaliya IV and Kurunta in Hallo, ed., *COS*, 2:103–104. See also Weinfeld, “Covenant Terminology,” 184–203. Hamilton, *Genesis*, 438, says, “Three elements in Yahweh’s covenant with Abram—unconditionality, an oath taken by deity, and gift—find their clearest parallel in the later covenant with David (2 Samuel. 7). The major difference between the two is that the first is a promise of land (for all descendants) and the second is a promise of dynasty (for one family).” Kalluveettil, *Declaration and Covenant*, 181, understands royal grants as a gift from Yahweh with no obligations. He cites a host of verses showing that this grant was not depicted as a reward. However, like Weinfeld, “The Covenant of Grant,” 185, Kalluveettil also believes ancient Near Eastern royal grants have fidelity as a condition. See also Hillers, *Covenant*, 105–6. This paradox may be answered in two ways: (1) unconditional covenants have conditional blessings, and (2) there are two types of royal grant: conditional and unconditional.

¹⁴⁷ McCarthy, “Covenant in the OT,” 60.

¹⁴⁸ Leupold, *Genesis*, 634.

Himself, He gives ultimate assurance of the perpetuity of the covenant (Hebrews 6:13–18) which depends solely on Him for fulfillment.¹⁴⁹

In conclusion, the grant covenant shares similar characteristics with other covenants of the ancient Near Eastern world, and even scholars who interpret the Deuteronomy treaty as late in origin¹⁵⁰ acknowledge that the grant covenants have closer parallels with the Hittite covenants than with other covenants.¹⁵¹

Thus, the Abrahamic grant covenant helps one understand the following: First, the preamble displays the awesomeness of God, the Guarantor of the covenant. Second, the historical prologue explains the origin of blessings that will cure the fallen world. Third, the absence of stipulations binding the recipient assures the covenant's perpetuity, because God is the sole provider. He bound Himself by crossing through the cut pieces of animals and by swearing to fulfill His promises.

Unique Characteristics of Israelite Covenants

As seen above, Israelite covenants have characteristics that are parallel to those of ancient Near Eastern covenants. However, Israelite covenants also contain unique characteristics not found in other covenants. There are seven elements unique to Israelite covenants: (1) no gods as witnesses, (2) corresponding law of retribution, (3) blessings before curses, (4) a period of discipline and a promise of restoration, (5) a covenant of compassion, (6) a covenant with their God, (7) and monotheism.

No Gods as Witnesses

Unlike the ancient Near Eastern treaties that had long lists of gods,¹⁵² Israel's covenants did not. Kitchen recognizes, "The gods of paganism

¹⁴⁹ Rogers, "The Covenant with Abraham," 256.

¹⁵⁰ See Weinfeld, *Deuteronomy and the Deuteronomistic School*.

¹⁵¹ Weinfeld, "The Covenant of Grant," 189, says, "Although the grant to Abraham and David is closer in its formulation to the neo-Assyrian grants and therefore might be late, the promise themselves are much older and reflect the Hittite patterns of the grant." In addition, he believes that "'Land' and 'house' (=dynasty), the objects of the Abrahamic and Davidic covenants respectively, are indeed the most preeminent gifts of the suzerain in the Hittite and Syro-Palestine political reality, and like the Hittite grants so also grant of the land to Abraham and the grant of 'house' to David are unconditional."

¹⁵² Hallo, ed., *COS*, 2:95.

were excluded, so the god-lists of the Ancient Oriental covenants are not found in the biblical ones.” Instead, memorial-stones, Moses’ song, the law-book, heaven and earth and even the people become witnesses.¹⁵³

Corresponding Law of Retribution

As witnessed above, breaking an ancient Near Eastern covenant/oath brought total destruction.¹⁵⁴ In contrast, punishment for violation of an Israelite covenant stipulation was proportionate to the crime. As Hillers says, “In law, whether in Mesopotamia or Israel or elsewhere, the penalty for a man’s wrong-doing was inflicted on his own person, with very few exceptions, and the punishment fit crime. The *lex talionis* (law of retaliation), ‘an eye for an eye’ and the rest of it, was intended to limit the damages exacted to the extent of injury done.”¹⁵⁵ Yet, punishment brought by the gods for a broken oath was neither proportionate to the crime nor had any limitations.¹⁵⁶

There are cases of stipulation violators in Israel who brought total destruction on themselves (Deuteronomy 21:18–21), their families (Joshua 7:10–26), and even beyond (Numbers 16:1–35). However, these are exceptions rather than the rule. In Deuteronomy 5:1–26:15, laws specify retributions for the violation of each stipulation.

Blessings before Curses

Usually, in ancient Near Eastern covenants curses are listed prior to blessings,¹⁵⁷ and in most Assyrian treaties, as well as the Aramaic text from Sefire, “the blessing might be omitted.”¹⁵⁸ Kitchen acknowledges the reverse order followed in Israelite covenants. He recognizes that the blessing-curse-witness sequence, which “appears to be a specifically OT

¹⁵³ Kitchen, *Ancient Orient and Old Testament*, 97.

¹⁵⁴ Hillers, *Covenant*, 38.

¹⁵⁵ *Ibid.*

¹⁵⁶ Hillers, *Covenant*, 38.

¹⁵⁷ McCarthy, *Treaty and Covenant*, 148–49. See also Walton, *Ancient Israelite Literature in Its Cultural Context*, 104.

¹⁵⁸ McCarthy, *Treaty and Covenant*, 113. He claims the same to be true for Hittite treaties: “So too these texts typically speak of curses and curses alone without correlative blessings” (*ibid.*, 78). Weinfeld, “Covenant Making,” 136, explains the lack of blessings in the Assyrian treaties: “The Assyrian did not feel that someone who maintains loyalty deserves special blessings; therefore, blessings were altogether eliminated from the treaty formulation. On the contrary, the Assyrian felt that the list of curses should be expanded in order to terrorize any vassal who would think of disobedience.”

feature,” is exactly reversed in the Hittite and other ancient Near Eastern treaties.¹⁵⁹ Perhaps the reason God’s covenants begin with and place heavy emphasis on blessings is that He sees grace as a better motivating factor for service than fear.

A Period of Discipline and a Promised Restoration

Ancient Near Eastern covenants do not have a period of discipline and a promise of restoration for covenant violators. This is not so in Israelite covenants, as Leviticus 26:34–45 shows. Kitchen recognizes this missing element, saying, “The addition of a period of discipline (verses 34–39) and of promise of restoration (verses 40–45) seems particular to the Old Testament.”¹⁶⁰ This element may be unique to Israel because of God’s gracious and compassionate nature.

A Covenant of Compassion

Another distinct element that separates Israelite covenants from their pagan counterparts is the personal aspect of protection for the downtrodden. G. Herbert Livingston comments on these special characteristics of the Israelite covenant:

Whereas pagan law was impersonal and lacking in compassion, for the most part, the Mosaic law was instilled with a concern for the kind of justice that is an act of love, an act that involved God. The justice proclaimed in the Pentateuch was not mechanical or coldly strict; rather, it was an international relationship that implied both a divine claim and a human responsibility.

Mosaic law was more concerned with human life—with honor of womanhood and with the plight of the widow, the orphan, the slave, and the stranger—than any other law in the ancient Near East.¹⁶¹

Compassion is inherent in biblical covenants. Thus, Israel’s God is sometimes correctly referred to as *yhwh rō‘î* (“the LORD is my shepherd,” as in Psalm 23:1) and *yhwh rōp’ekā* (“the LORD who heals you,” as in Exodus 15:26).

¹⁵⁹ Kitchen, *Ancient Orient and Old Testament*, 97, n. 38. See also Hillers, *Treaty-Curses*, 18.

¹⁶⁰ Kitchen, *Ancient Orient and Old Testament*, 97, n. 40.

¹⁶¹ G. Herbert Livingston, *The Pentateuch in Its Cultural Environment*, 2 ed. (Grand Rapids: Baker, 1974), 179.

A Covenant with Their God

In ancient Near Eastern treaties gods were witnesses, but never parties to the covenants. Uniquely, the Israelites have a covenant with their God. Rogers sees this element as fundamental to understanding Israelite covenants: “It is obvious that Israel’s covenants with God are so much different because the surrounding nations had no covenants with the gods.”¹⁶²

Monotheism

Unlike all the other nations, Israel was monotheistic. In the name of scholarship, attempts have been made to “classify all religions on a scale moving from simple to the sophisticated, and to equate the spectrum with the historical development of the race.”¹⁶³ However, archeological discoveries argue against building an evolutionary-historical scheme. Unfortunately, the JEDP theorists use this scheme in order to explain the unique characteristics of monotheism found only in Israelite covenants. P. Jewett correctly states, “For anyone who accepts the witness of Scripture, however—and there is nothing in the evidence outside of Scripture which contradicts this witness—the knowledge of the one true God can hardly be the mere product of the interplay of factors in the environment on the social organism of Israel.”¹⁶⁴ Hence, Israel’s monotheism can truly be traced through historical events, which can only result in one interpretation.¹⁶⁵ Monotheism was indeed a concept unique to Israel.

In conclusion, the fact that there are similarities between ancient Near Eastern and Israelite covenants (as seen above) does not mean that the Israelite covenants have no unique elements. Clearly, the following elements are key and unique to Israelite covenants: no gods as witnesses,

¹⁶² Rogers, “The Covenant with Abraham,” 251. Moshe Weinfeld, “*b’erîṭ*,” in *TDOT*, ed. G. Johannes Botterweck and Helmer Ringgren, trans., John T. Willis vol. 2. (Grand Rapids: Eerdmans, 1975), 278, says, “The idea of a covenant between a deity and a people is unknown to us from other religions and cultures.” Though Weinfeld acknowledges the possibility that ancient people perhaps had such relationships with their gods, he concludes, “It seems, however, that the covenantal idea was a special feature of the religion of Israel”

¹⁶³ P. Jewett, “Monotheism,” in *ZPEB*, ed. Merrill C. Tenney, vol. 4 (Grand Rapids: Zondervan, 1975–76), 271.

¹⁶⁴ *Ibid.*

¹⁶⁵ *Ibid.*

corresponding law of retribution, blessings before curses, a period of discipline and a promise of restoration, a covenant of compassion, a covenant with their God, and monotheism.

The Meaning and Relevance of Old Testament Covenants

God took all precautionary measures to bridge a communication gap by patterning His covenants after ancient Near Eastern covenants. His people were able to understand the meaning and relevance of the covenants because they had a similar structure (and in many cases meaning) as other ancient Near Eastern covenants. Furthermore, by preserving an enormous amount of evidence from the ancient Near East, God also took precautionary measures to bridge the gap of understanding in today's world.

The Meaning and Relevance of the Covenants in Their Context

As developed above, there were distinct nuances in covenants, but one basic form was developed in the Ancient Orient. Therefore, when a king or a servant made a pact, he knew exactly what was expected of him. In other words, covenants were so clearly laid out that failing to keep stipulations due to a misunderstanding was out of the question.

Hence it follows that Israelites were probably familiar with different nuances belonging to one basic form of the grant covenant found in the ancient Near East. For example, not all grant promises were unconditional. Weinfeld points this out:

In the quoted adoption documents from Nuzi we find that the adoptive parent may chastise the disobedient son and also disinherit him, if he wants. Similarly we find that the Hittite suzerain did not always grant land unconditionally. In a land grant of Mursilis II to Abiraddas, the Hittite suzerain guarantees the rights of DU-Tesup, Abimardas son, to throne, house and land, only on condition that DU-Tesup will not sin (*uastai-*) against his father. The unconditional promise is therefore a special privilege and apparently given for extraordinary loyal service.¹⁶⁶

God used the common covenant forms of the day so that Israel would understand the nuances of grant and treaty covenants and recognize the relevance and privilege of participating in an unconditional

¹⁶⁶ Weinfeld, "The Covenant of Grant," 193.

grant covenant. Merrill's understanding of why Moses adopted an ancient Near Eastern covenant pattern of the Hittites to form the Israelite covenant is to the point:

Why Moses did this is equally clear. He could, of course, have created a new literary form with its own peculiar elements; but since his intent was to be instructive rather than creative, he used a vehicle with which the people would already have been familiar. In other words, as a good teacher Moses was aware of the pedagogical principle that students learn best when they can proceed from the known to the unknown. To clothe the profound theological truths of the Yahweh-Israel covenant relationship in the familiar garb of the form of international treaties was of inestimable value in communicating all that the covenant implied.¹⁶⁷

So, did Israel correctly understand what they failed to accomplish? The answer according to the evidence is, yes! God conveyed His purposes by using contemporary means and left them without excuse.

The Meaning and Relevance of the Covenants in Today's Context

Obviously, Israel was left without excuse, but can one understand the valuable truths and lessons from Israelite covenants in today's context? Yes, today understanding is possible.

As scholars would quickly admit, there have been many attempts to determine how Israel understood their covenants and to see the relevance of those covenants for us today. There is a need for balance and objective criteria that put aside the critical spectacles of form criticism and uncritical spectacles of blind faith apart from historical facts. Mendenhall has well said, "A study of the covenant form as we know it in ancient legal documents may possibly serve to bring into the chaos of opinion some objective criteria for reconstructing the course of Israelite history and religion."¹⁶⁸

The enormous amount of ancient historical documents can help correct certain misunderstood terms. For example, in Colossians 1:15, the phrase *firstborn over all creation* is applied to Jesus Christ. Jehovah's Witnesses have wrongly used this term to mean that Christ

¹⁶⁷ Eugene H. Merrill, *Kingdom of Priests: A History of Old Testament Israel* (Grand Rapids: Baker, 1987), 82.

¹⁶⁸ Mendenhall, "Covenant Forms in Israelite Tradition," 50.

was God's first creature,¹⁶⁹ and therefore not God. However, a glance at an ancient Near Eastern text reveals how the term *firstborn* was used and understood:

As is now known to us from Nuzi, Alalah, Ugarit and Palestine the father had the right to select the 'first born' as well as making all his heirs share alike, and was not bound by the law of primogeniture. Needless to say that the selection of the first born elevated the chosen son to a privileged position in the family and thus entitled him to a double share in the inheritance. Indeed, the phrase *bkwḏ ṯnhw* means I will *appoint* him or make him first born, which speaks for a given right and not one acquired by nature.¹⁷⁰

Obviously, this term has nothing to do with a chronological birth order. Instead, the term has everything to do with receiving a preeminent position that comes by way of inheritance. Unless historical treaties and terms are understood in light of their proper historical context, correct interpretation is lost.¹⁷¹

Finally, how then is one to interpret correctly the Old Testament covenants today? The answer is simple. One must check the ancient Near Eastern sources and compare them to Scripture. By patterning the Israelite covenants after other ancient Near Eastern covenants, God took precaution against misunderstanding. He used contemporary means to ensure that Israel and modern man would not miss His will, as well as to authenticate the historical narratives that the JEDP theorists challenge.¹⁷²

¹⁶⁹ *Insight on the Scriptures* (New York: Watchtower Bible and Tract Society of New York, 1988), 836.

¹⁷⁰ Weinfeld, "The Covenant of Grant," 193–94 (italics his). The account of Nuzi sheds light on other elements that otherwise would have been obscure today (see Lowery, "Covenant Implication," 17–18).

¹⁷¹ See Edward McGlynn Gaffney Jr., "Of Covenants Ancient and New: The Influence of Secular Law on Biblical Religion," *JAOS* 93 (1973): 120.

¹⁷² Uniquely, Westermann, *Genesis*, 30–31, holds to both the JEDP theory and the authenticity of the patriarchal historical narratives which archaeology helps promote. He explains, "The significance of the archaeological approach for the history of scholarship is that it believed it had refuted the consequences which Wellhausen had drawn from the source theory, and had aligned itself with the conservative position that preceded the literary-critical approach. The patriarchal stories by and large were historical accounts of incidents and events in the patriarchal period, which was set between the beginning and middle of the second millennium. Such an understanding of the stories could be combined

Conclusion

It has been shown that covenants are indeed the overarching theme of the entire Old Testament. Ample evidence suggests that the evolutionary theory of the Old Testament corpus is false, and any attempt at understanding Israel's history apart from the historical evidence and the Word of God leads to an impasse.

Although history does not clearly identify the origin of *b^erît*, scholarship in general agrees that *b^erît* came to mean a binding agreement between two parties at the very foundation of its meaning. One may also speak of one basic ancient Near East covenant form that all ancient covenants, including Israelite covenants, are patterned after. Thus, the covenant pattern found in the ancient Near Eastern context can be delineated thus: (1) an agreement which binds the two people together, (2) the form or component parts of the agreement, (3) and the concluding ceremony that seals it.

There are two basic types of covenants: *promissory* and *obligatory*. The *grant* and *patron* covenants are subsets of the promissory covenant, i.e., a unilateral and unconditional covenant which the vassal either accepts or rejects. The *treaty* and *parity* covenants are subsets of the obligatory covenant, i.e., a bilateral and conditional agreement in which the vassal either accepts or rejects the suzerain's offer with obligations.

with an acceptance of the source theory; however, the works of J, E, and P were in this case no mere projections back from the period of the monarchy, but rather different accounts of the same thing, which was demonstrated as historical by archaeological discoveries." Thus, he believes there was no reason to take an "archaeological approach to confront the form-critical and tradition-historical approach," since the historicity of the patriarchal events was already established. The rest did not matter. Yet, even if the patriarchal narratives had already been orally established, the grant and treaty covenants show too many details belonging to the beginning and middle of the second millennium period to relegate them to another period. For this reason Thompson, "The Significance of the Ancient Near Eastern Treaty Pattern," 5, recognizes the value of such a discovery by pointing out the following: "Close study of Hittite treaties of the second millennium B.C. has shown the presence of certain details which may also be found in the early literature of the Old Testament. Thus the value of a change of person or number as a criterion for literary analysis may well be ruled out in view of the use of precisely this technique in ancient documents of the Near East"

There are striking parallels between ancient Near Eastern and Israelite covenants, but there are also differences (e.g., monotheism and a compassion that characterizes biblical covenants, etc.).

Finally, it is clear that God sought to clarify the meaning and relevance of the Israelite covenants by modeling them after ancient Near Eastern covenants. By using a well-known ancient model, God successfully communicated His meaning and intention. Furthermore, because God modeled Israel's covenants after ancient Near Eastern treaties, the modern world can discover the correct meaning of God's covenants with Israel by studying these ancient texts. After discovering the meaning and relevance of these texts, Solomon's words continue to remind the modern mind of an old axiom: *That which has been is what will be, that which is done is what will be done, and there is nothing new under the sun* (Ecclesiastes 1:9).

—End—

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