

## EXCURSUS

# DEFINING THE COVENANT

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Many who have encountered covenant theology quickly and intuitively recognize that this approach to Scripture has tremendous explanatory power. It reveals the progressive unfolding of the Old and New Testaments, while still providing a unifying coherence to the totality of Scripture, and it does so in a way that keeps the LORD at the center of the narrative. To me, as a practitioner in the field of international relations, the fact that the covenants were rooted in ancient Near Eastern diplomacy reinforced the historicity and truthfulness of the Bible. Scripture is not human reflections upon the divine in the abstract, but the Almighty God working in real history, working in real space and time, to bring about the redemption of a people He has graciously chosen for Himself from all eternity. And yet, as I have grappled with covenant theology over the years, two issues have stood out for me in terms of how theologians have tended to treat the topic: first, the definition of “covenant” tends to be inconsistent, oversimplified, and malleable; and, second, after making a passing nod to the ancient Near Eastern context, scholars often fail to draw out the significance of that milieu for what God is saying to His people through the covenants. This essay is an attempt to address those issues, not with the goal of giving yet another overview of covenant theology, but rather to provide sufficient background to make covenant theology clearer readers of Scripture.

## I. The Problem of Defining “Covenant”

Without a doubt, Reformed Christians overuse the term, “covenant.” We not only are a covenant people and recognize God’s covenant promises, but we also have covenantal relationships, covenantal marriages, covenantal children, covenantal families, covenantal churches, and covenantal worship, among other usages. Generally speaking, the term “covenantal” connotes a sense of a heightened significance to whatever word the term modifies. However, this general use—and indeed, overuse—drains the term of substantial biblical content and depletes its meaningfulness. C. S. Lewis observed this same phenomenon in his day with respect to the word “Christian.”

“We simply cannot, without disaster, use language as these objectors [those spiritualizing the term “Christian”] want us to use it... When a word ceases to be a term of description and becomes merely a term of praise, it no longer tells you facts about the object: it only tells you about the speaker’s attitude toward that object... Now if once we allow people to start spiritualizing and refining, or as they might say, “deepening,” the sense of the word *Christian*, it too will speedily become a useless word... The point is not a theological, or moral one. It is only a question of using words so that we can all understand what is being said.”<sup>1</sup>

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<sup>1</sup> C. S. Lewis, *Mere Christianity*, (New York, NY: Macmillan, 1960), 10-11.

The biblical terminology for “covenant” centers around the Hebrew term *berith* (בְּרִית) and the Greek word *diatheke* (διαθήκη). *Berith* means pact, compact, or covenant in the sense of a formal agreement. This includes agreements between men, such as treaties, alliances, leagues, ordinances, pledges or a constitutional arrangement. It also includes agreements between God and man, which signify more of a divine constitution or constitutional arrangement.<sup>2</sup> The Hebrew term envisions a legally binding agreement between two parties. It is not a matter of the parties merely concurring on a matter, informally promising to do something or marking the existence of a relationship. It is more formal.

Complicating the scholarly discussion on covenants is the fact that the Septuagint (LXX)—the third century BC Greek translation of the Old Testament—consistently uses the term *diatheke* to translate *berith*. Outside of the Septuagint, in the Greek-speaking world, *diatheke* was commonly used as a legal term to describe a last will and testament. It is not immediately evident why the translators of the Septuagint used this, rather than the word *suntheke* (συνθήκη), which is more commonly used in Koine Greek for “treaty.” Given this Septuagint use, some have tried to read into *berith* the notion of a last will and testament, but this seems ill-suited for the Old Testament contexts where *berith* appears. So why did the LXX translators choose *diatheke*?

The answer can only be speculative, but according to Geerhardus Vos, *diatheke* has a root meaning of disposition or dispensation.<sup>3</sup> That idea does fit the contexts where *berith* is used. Such a disposition carries the connotation that it cannot be altered and that it is an imposed arrangement. Jewish rabbinic tradition stressed this legal, unalterable aspect of *berith*.<sup>4</sup> Vos contrasted this understanding of *diatheke* with *suntheke*, which has the sense of a bilateral contract between two relatively equal parties. In his view, this is probably what made *suntheke* inappropriate to the LXX translators for translating *berith*. Since there were only two terms, by process of elimination, *diatheke* came to be preferred, understood as a “disposition” rather than a “last will and testament.”<sup>5</sup>

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<sup>2</sup> F. Brown, S. R Driver, & C. A. Briggs, *Enhanced Brown-Driver-Briggs Hebrew and English Lexicon* (Oak Harbor, WA: Logos Research Systems, 2000).

<sup>3</sup> Geerhardus Vos, “Hebrews, The Epistle of Diatheke” in *Redemptive History and Biblical Interpretation; The Shorter Writings of Geerhardus Vos*, edited by Richard B. Gaffin, (Philipsburg NJ: Presbyterian and Reformed, 1980), 161-233. See also, chapter two, “Conception of the Diatheke,” in Vos’s *Teaching of the Epistle to the Hebrews* (Grand Rapids MI: William B. Eerdmans, 1956), 25-45. It must be noted that Vos is reluctant to say that *diatheke* is a covenant, since he understands “covenant” to mean a “contract,” not a treaty. What is useful for our purposes here is Vos’s observation that *diatheke* is a derivative of the verb meaning “to order for one’s self or to dispose for one’s self.” In his view, the term’s use for “last will and testament” probably is a specialized usage and he speculates that the LXX translators probably felt the term could still be used in this older sense of disposition. He notes that the LXX translators do not use the term in the sense of “testament” in the LXX but instead use *suntheke* to refer to agreements between men of equal stature. *Diatheke* is reserved for divine-man covenants (*Redemptive History*, 172).

<sup>4</sup> G. Kittel, G. W. Bromiley, and G. Friedrich, eds. “Diatheke,” in *Theological dictionary of the New Testament*. (Grand Rapids, MI: Eerdmans, 1964). In light of these aspects, it is not difficult to see how the concept of a testament could be derived, since it is essentially a disposition of one’s goods to take effect upon one’s death.

<sup>5</sup> *Teaching of the Epistle to the Hebrews*, 33.

Despite these connotations to the term “covenant,” modern Reformed theologians describe the covenant variously as a bond, a relationship, a promise, a mutual agreement, or a contract. O. Palmer Robertson, for example, defined a covenant as a “bond in blood sovereignly administered.”<sup>6</sup> Michael Williams said that “While no single definition of covenant can do it justice, a covenant is nothing less than a historical relationship between persons.”<sup>7</sup> Harrison Perkins stated that “a covenant is most simply a formal relationship.”<sup>8</sup> Jonty Rhodes elaborated that a “covenant is a conditional promise, or to put a bit more flesh on the bones, particularly in regards to the biblical covenants: a covenant is an agreement between God and human beings, where God promises blessings if the conditions are kept and threatens curses if the conditions are broken.”<sup>9</sup> T. M. Moore described it as an “arrangement entered into by various parties for the purpose of establishing a mutually beneficial relationship involving privileges and obligations.”<sup>10</sup> Michael Horton noted that a “covenant is a relationship of ‘oaths and bonds’ and involves mutual, though not necessarily equal, commitments... some biblical covenants are unilaterally imposed commands and promises; others are entered into jointly. Some are conditional and others are unconditional.”<sup>11</sup> Michael Brown and Zach Keele say a “covenant is a formal agreement that creates a relationship with legal aspects” or more fully, “a solemn agreement with oaths and/or promises, which imply certain sanctions or legality.”<sup>12</sup>

Some of these proposed definitions are better than others. Some are fuller and more complex, others are simpler or even outright reductionist. Nevertheless, it is clear with all these terms that there is notable distance between them and earlier the biblical terminology. Although these definitions aim to get at legitimate facets of what constitutes a covenant, they also introduce several problems. First and foremost, they foster ambiguity around the concept—is it a relationship or a promise or an oath or an agreement? Is it some of the above, all of the above, or none of the above? How does this differ from those concepts more plainly understood? Take, for example, O. Palmer Robertson’s definition of a covenant as a “bond-in-blood sovereignly administered.” This description sounds appealing to many Christians because “blood” suggests sacrifice, and the mention of “sovereign administration” alludes to God’s sovereignty. Nevertheless, as a technical term, Robertson’s definition is unnecessarily vague. ‘Sovereign administration’ is not a phrase that is readily clear or lends itself to an unambiguous definition. What is meant by “sovereignty”? Who constitutes the “sovereign”? Is the administration by the sovereign himself or on his behalf?

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<sup>6</sup> O. Palmer Robertson, *Christ of the Covenants* (Phillipsburg NJ: P&R Publishing, 1980), 4.

<sup>7</sup> Michael D. Williams, *Far as the Curse is Found; The Covenant Story of Redemption* (Phillipsburg NJ: P&R Publishing, 2005), xii.

<sup>8</sup> Harrison Perkins, *Reformed Covenant Theology* (Bellingham: Lexham Academic, 2024), 5.

<sup>9</sup> Jonty Rhodes, *Covenants Made Simple; Understanding God’s Unfolding Promises to His People* (Phillipsburg NJ: P&R Publishing, 2013), 18)

<sup>10</sup> T. M. Moore, *I Will Be Your God* (Phillipsburg NJ: P&R Publishing, 2002), 5.

<sup>11</sup> Michael Horton, *God of Promise; Introducing Covenant Theology* (Grand Rapids MI: Baker Books, 2006), 10.

<sup>12</sup> Michael G. Brown and Zach Keele, *Sacred Bond; Covenant Theology Explored* (Dorr MI: Reformed Fellowship, Inc. 2012, 2017), 12, 18.

Would the difference be significant? For that matter, what constitutes “administration”? In addition, ‘bond’ is a term that in English has a wide variety of meanings. The spectrum ranges from a simple tie (e.g. “the bond of friendship”) to something that is indissoluble, from physical restraint or adhesive to include even a financial instrument. Qualifying it by saying that it is “in blood” implies a general sense of a stronger bond but that does not suggest the legally binding nature that the “covenant” had in the ancient Near East. Mixing these vaguely defined terms compounds ambiguity, especially when one tries to differentiate the technical definition of “covenant” from related alternatives.

The confusion is deepened by the tendency among theologians to define it in such a way as to make it virtually exclusive to the relationship between God and His people. Such definitions, however, force one to redefine the term further when applying it to secular contexts. This mismatch is apparent even today. One could say, for example, that a covenant is essentially a kind of solemn promise, as many theologians treat it, and there is some truth to this. At the same time, that does not adequately capture the connotations typically associated with the word. A politician assuming high political office would not say that he is “covenanting” to discharge his new responsibilities unless he were trying to sound pretentious. A businessman would be unlikely to say that he intends to “covenant” with a potential client regarding the date on which he will close a major deal. Nor would a father say that he is “covenanting” with his child to remember to do something special on the child’s birthday. All of these examples put the weight of the definition on the idea of a promise, with the circumstances underscoring promise’s weightiness. Yet in each case it is intuitively evident that the term “covenant” does not fit well. It seems only natural then to think of a “covenant” as something more formal than even a solemn promise.

The ambiguity which modern definitions of covenant introduce tend to both dissipate sense of the legal formality of the concept, as well as introduce an egalitarian element, giving the impression that covenants were part of everyday life in the ancient world. The extant evidence, though, suggests they were used largely between leaders. Ironically, modern secular uses of the term retain more a sense of the legal formality of “covenant” in line with ancient connotations than do modern theological uses. Today, one is more likely to hear the term “covenant” used in some kind of contractual arrangement, such as a real estate covenant, a homeowners’ association covenant, a covenant not to compete in certain kinds of business activity, or other kinds of legal covenants. Those familiar with international relations also will be aware of various international covenants, such as the United Nations Covenant of Human Rights. Covenant, as it is used in these senses, carries the connotation not only of solemnity, but of outright legal formality. This formalism suggests that a covenant is not used for any kind of occasion. One usually resorts to legal mechanisms with strangers or with people whom one may not necessarily have a reason to trust. It is typically not used with friends—after all, a legal mechanism is not necessary in a relationship that is already marked with trust and is self-regulating.

My purpose in highlighting such ambiguity regarding the term “covenant” is not a matter of mere rhetorical fastidiousness. If that were the case, the matter

probably would not be worth mentioning at all. Nor am I suggesting that terminology must univocal or unchanging. Words do indeed have multiple meanings and it is a natural part of language to evolve over time. Moreover, theologians can legitimately take terms and focus on particular meanings in developing technical terminology. “only begotten,” for example, has a specific meaning in Trinitarian theology when describing the Son’s relationship to the Father and this is well accepted. No, the problem of definitional ambiguity when it comes to the term “covenant” really is twofold. First, it inhibits our ability to set a sure foundation upon which to develop a thoroughgoing covenant theology. And, second, it yield contradictions or at least complications with other aspects of theology. Take, for example, the “Covenant of Redemption,” that is, the inter-Trinitarian agreement in eternity among the Persons of the Trinity to accomplish the salvation of men. If “covenant” involves punitive sanctions for disobedience, then how are we to understand that in the context of the perfection of relations between the Persons of the Godhead? Should such an agreement be even properly called “covenantal”? If we are orthodox in our theology, then we need to affirm that such an agreement between the Persons of the Godhead existed, but it may confuse the matter by applying the label “covenantal” to it.

## II. The Ancient Near Eastern “Household” Context

The Westminster Confession of Faith, chapter 7 section 1 states that,

The distance between God and the creature is so great that although reasonable creatures do owe obedience unto Him as their Creator, yet they could never have any fruition of Him as their blessedness and reward, but by some voluntary condescension on God’s part, which He hath been pleased to express by way of covenant.

Most expositions of the phrase, “voluntary condescension on God’s part,” focus legitimately on the initiative God Himself take in establishing the relationship with mankind as Creator. The phrase, however, also is useful in a revelatory sense as well: in establishing His relationship with man, God concomitantly revealed Himself to man, and in so doing, by using the concept of a “covenant,” God used a concept that would have been intelligible to man. For this reason, we need to understand the covenant as it existed in the ancient Near Eastern context.

Almost all modern covenant theologians acknowledge a debt to George E. Mendenhall and Meredith G. Kline who laid the groundwork in the mid-1950s and early 1960s respectively for the modern revival of covenant theology. Mendenhall observed that the biblical covenants resembled in format the treaties of the ancient Hittites from the second millennium BC.<sup>13</sup> The Hittite Empire was

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<sup>13</sup> George E. Mendenhall, *Law and Covenant in Israel and the Ancient Near East* (Pittsburgh PA: The Presbyterian Board of Colportage of Western Pennsylvania, 1955). Mendenhall’s monograph was a consolidated reprint of articles that appeared in *The Biblical Archaeologist*, vol. xvii, no. 2 (May 1954), 26-46 and no. 3 (September 1954), 49-76. It was reprinted as two articles in *The Biblical Archaeologist Reader*, Edward F. Campbell, Jr. and David Noel Freedman, ed. (Garden City NY: Doubleday & Co., 1970), 3-53.

founded in about 1800 BC in the central Anatolian plateau of what is now modern-day Turkey. It reached its peak under Suppiluliumas I (1380-1350 BC), before collapsing under the weight of foreign attacks in around 1200 BC. What is noteworthy about the Hittite rise to power is that they utilized treaty-making more extensively than any other power at the time. Rome's later rise to empire centuries later would utilize similar means. Until their demise, the Hittites were the major Near Eastern power vying for primacy with Egypt in the region. For a people like the Israelites, who, assuming the traditional date of the Exodus as around 1446 BC, had just escaped hundreds of years of slavery in Egypt, Hittite forms would have been naturally attractive. These treaty forms would have been extant and in use at the time of the Exodus, and Moses, raised in Pharaoh's court and presumably trained in matters to include diplomacy, no doubt was familiar with them. This gives an extrabiblical historical grounding for understanding the covenants of the Old Testament that had been largely lacking to that point in scholarship prior to Mendenhall. Kline built on Mendenhall's work by showing that the entirety of the Book of Deuteronomy was arranged in a treaty format.<sup>14</sup>

The historical understanding of ancient Near Eastern diplomacy has been further expanded in the last few decades not just from archaeological finds from the ancient Hittite capital of Hattušaš, near Boghazköy, Turkey,<sup>15</sup> but also from Ugarit and Alalakh (both in modern Syria), and from greater study of the royal archive originally found in 1887 in Amarna, Egypt, the capital of the Eighteenth Dynasty heretic king Akhenaten.<sup>16</sup> From all these finds, one scholar noted that there are "fifty-seven treaties currently extant from the ancient Near East, and almost a dozen of these are fragmentary."<sup>17</sup> Despite the limited size of this corpus of ancient archaeological evidence, there is little support from them for the broader descriptions used today for the term, "covenant." For the evidence to support the broader definitions proposed by many theologians, one would expect to have found memoranda, business records, or other types of correspondence that would have used the same kind of legal formalization that a covenant entails. There is no indication such evidence exists. Given that they were found in the archives of official dynastic records these records are to all appearances what they attest themselves as being—namely the diplomatic treaties of these empires.

The legal formality of the ancient Near Eastern concept of the covenant, however, is nuanced by the fact that international state-to-state relations worked as a personalized extension of relations between households. Raymond Westbrook, a specialist on international law at Johns Hopkins University, said that treaties "bind the populations of their respective countries by reason of the doctrine of householder responsibility." In modern international law, the state is the primary actor and is based on the model of a corporation (a fictive legal entity, the acts of whose officials are imputed to it). In the ancient Near East, the corporate

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<sup>14</sup> Meredith G. Kline, *Treaty of the Great King* (Grand Rapids MI: William B. Eerdmans, 1963).

<sup>15</sup> Gary Beckman, *Hittite Diplomatic Texts*, 2d ed. (Atlanta GA: Scholars Press).

<sup>16</sup> William L. Moran, ed. and trans., *The Amarna Letters* (Baltimore MD: Johns Hopkins University Press, 1992).

<sup>17</sup> John H. Walton, *Ancient Israelite Literature in its Cultural Context* (Grand Rapids MI: Zondervan, 1990), 95.

model did not exist, but the role now imputed to the state was in the ancient world imputed to the monarch and his “house” (i.e., his court and his dynasty). Thus, the ancients achieved the same result as the moderns in establishing the primary subject of international law, but did so by drawing upon the fundamental social entity in their own society, the family household. In the ancient Near East, society was strongly hierarchical and patriarchal and so a father would head up his own house. The household was more than just one’s immediate family but included extended family, servants, slaves and other dependents. Higher levels of government were amalgamations of households, with the king or suzerain being the head of the national or imperial “household.”<sup>18</sup> Legally, according to Westbrook, this system revolved around three fundamental points:

1. The head of household had legal authority vis-à-vis outsiders: he could enter into legal obligations that bound his whole household or individual subordinates.
2. The head of household’s own obligations could be enforced against his subordinates. Of particular importance for international law are the possibilities of vicarious or collective punishment. In the first instance, a subordinate member could be put to death for an offense that the head of household had committed, it being regarded as punishment of the head of household himself. In the second, the whole household could be destroyed, together with its head, where the latter had committed a serious offense against a hierarchical superior.
3. The head of household in principle owned all family property, and on his death the members of his household who constituted his primary heirs became his automatic, universal successors. In this way, a juridical continuity of the household was ensured.<sup>19</sup>

It is worth noting that under this ancient understanding, there was a presumed corporate identity and relation between the governor and the governed. Covenants bound the parties’ successors under the doctrine of universal inheritance. Other scholars of ancient Near Eastern international relations concur with Westbrook’s assessment on this score.<sup>20</sup>

Functionally, the notion of treaties comes out of a domestic context of contractual arrangements between heads of households. Westbrook notes that, “...treaties were contracts on the domestic model but gained their international character from two factors: the position of the contracting parties on a hierarchical scale, and their being purely within divine jurisdiction.”<sup>21</sup> These contracts were sealed by promissory oaths in the form of curses that the gods were to execute if

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<sup>18</sup> Raymond Westbrook, “International Law in the Amarna Age,” in *Amarna Diplomacy; The Beginnings of International Relations*, ed. by Raymond Cohen and Raymond Westbrook (Baltimore MD: The Johns Hopkins University Press, 2000), 28-29, 37.

<sup>19</sup> Westbrook, 29-33.

<sup>20</sup> Mario Liverani, “The Great Powers Club,” in *Amarna Diplomacy*, 18, and Rodolfo Ragionieri, “The Amarna Age: An International Society in the Making” in *Amarna Diplomacy*, 46.

<sup>21</sup> Westbrook, 37-39.

the contract were not fulfilled. That said, although oaths were a fundamental element of covenants, covenants were not reducible merely to oaths. Mendenhall observed that in the Hittite and Babylonian languages there was no word for “covenant” or “contract,” and these civilizations instead used the term “oaths and bonds,” but he went on to describe the distinctiveness of suzerainty treaties by virtue of the sovereignty of parties involved and the format typically used in structuring them. Thus, while the terminology may technically be the same, there is a *de facto* difference between covenants and oaths, the former being more formal and less widespread than the latter.<sup>22</sup> Other scholars have gone further, formally recognizing covenants as a distinct literary genre.<sup>23</sup>

Whereas domestic contracts would have human witnesses, treaties were witnessed only by the gods. The system of law enforcement in the ancient Near East was ultimately under the purview of the gods, if legitimate self-help alone did not work (and even that was overseen by the gods). Contracts could be adjudicated by lesser courts and appealed from the household to the king, but beyond that they could only be appealed directly to the gods. Cases would not be appealed to the suzerain, since suzerains typically adjudicated disputes between vassals. Because there was no power higher than the suzerain, covenants—i.e., treaties—could only be adjudicated by the gods, who were both the witnesses to the treaty and the enforcers of it.<sup>24</sup> Ancient peoples saw natural disasters as the punishment of the gods. In this, the doctrine of the household bound the kings to their people, and for this reason, the gods would judge everyone, individuals and states alike. According to Westbrook, if the treaty were violated, the gods could respond by destroying either the king himself (personal punishment), his subjects (vicarious punishment) or both (collective punishment).<sup>25</sup>

### III. How Covenants Were Used

Theologians have tended to give inordinate attention to categorizing types of covenants or treaties, as in parity treaties, suzerain-vassal treaties, land grants, etc., but covenantal forms in the ancient world had a certain degree of flexibility. More important than the categories of covenants are the purposes for which covenants were made. In practice, form followed function. In the ancient Near East, covenants were concluded between rulers of relatively equal stature (what is formally called in the scholarly literature as parity treaties) or between a great king and a vassal ruler (otherwise known suzerain-vassal treaties). Parity treaties were mostly to settle borders, provide for the return of escaped slaves, and facilitate trade relations, since royal courts tended to have a monopoly on such economic cooperation at that time. Suzerain-vassal treaties, however, were more common in the ancient Near East,<sup>26</sup> since for most of recorded history, the international

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<sup>22</sup> Mendenhall, 31.

<sup>23</sup> Dennis J. McCarthy, S.J. *Treaty and Covenant* (Rome: Biblical Pontifical Institute Press, 1978), 122-123.

<sup>24</sup> Westbrook, 30-32.

<sup>25</sup> Westbrook, 30-32.

<sup>26</sup> Westbrook, *Amarna Diplomacy*, 39-40. Westbrook notes that even though a suzerain treaty was unilaterally imposed, it could still be called a treaty because in ancient Near Eastern legal theory,

system was dominated by empires, and the primary challenge for a suzerain was in keeping his empire together.<sup>27</sup> Borders were typically ill-defined—a recurring problem then as now—and given the distances and technology of the day, a suzerain almost certainly did not have the military force to keep all areas of the empire under firm military control. The larger the empire, the more he would be challenged to exert practical control.

The solution to this problem was essentially to deputize vassal rulers to act as the suzerain's regents over their respective regions, since it was easier to co-opt vassals than to conquer them. This would allow the suzerain to conserve military force and deploy it selectively, either against recalcitrant vassals or enemy empires as needed or desired. The challenge, however, was in ensuring the compliance and support of his subordinate vassal rulers. Vassal rulers had a propensity to tell the suzerain what he wanted to hear when the army was near the vassal's city, and then when the army was gone, to act autonomously. Another challenge was in keeping peace between the vassals. If one vassal attacked another, then the suzerain was obligated to adjudicate between them. Judging such cases invariably would leave one (or sometimes both) of the emperor's vassals upset and would be time consuming, distracting from the emperor's other priorities. Failure to keep the peace could tempt a vassal into looking to secure support from a rival suzerain, which could jeopardize the maintenance of the empire.

Because vassals were liable to defect, rebel against him, or simply fail to support him, the suzerain needed to remind them who held the upper hand. Specifically, he needed to show them what obligations they owed him, what benefits he would be willing to give them as a reward for their favor and loyalty, and what the consequences would be if they failed to carry out their duties to him. In such an environment, power disparities between a suzerain and his vassals were explicitly and formally recognized through the legal mechanism of a

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the vassal still was entering into it voluntarily. Second, vassalage was not contingent on the existence of a treaty, because the "household" model already obligated the vassal to be obedient and loyal. A suzerain might seek a treaty to secure his hold over the vassal through the imposition of divine sanctions. Parity treaties tended to impose the same obligations and sanctions on both parties. "For both of these reasons, therefore, it is better to think of vassal treaties in terms of negotiated settlements ... than of imposed edicts. After all, all that a treaty added was the divine sanctions promised by the vassal's oath. If the overlord could impose his will by brute force, he would have no need of them."

<sup>27</sup> In the modern period, it is customary to think of treaties between equals as the norm because the sovereign legal status of each state is assumed to be the same despite disparities in power and size. This approach to international relations has only really existed since 1648, when the Treaty of Westphalia ended the Thirty Years War, and with it, the period of religious conflict which had engulfed Europe since the onset of the Protestant Reformation. The Thirty Years War was the most destructive war in European history to that point and the diplomats at Westphalia sought to prevent any recurrence of religious warfare by removing what had been a key cause of the Thirty Years War, namely how a prince chose the religious affiliation of his principality. To achieve this goal, they accorded each ruler equal, unquestioned sovereignty over his dominion, allowing him to determine what faith, Protestant or Roman Catholic, his people would be. This was the start of the nation-state system we have today. Henry Kissinger, however, observed that the Westphalian system has been anomalous in the scope of world history and that the empire mode has been predominant, both in terms of time and geography. See his book *Diplomacy* (New York: Simon & Schuster, 1994), 21.

covenant and were the means through which the suzerain established and exercised his lordship over the vassal.

Covenants between a suzerain and a vassal could include such things as restrictions on a vassal's cooperation with other powers, commands binding the vassal to uphold the honor and interests of the suzerain, and obligations of the vassal to provide regular tribute, ad hoc material support, or military assistance when called upon.<sup>28</sup> As a sign of loyalty the vassal often would be encouraged to mirror the behavior and attributes of the suzerain, organizing his government along similar lines and, more importantly, worshipping his gods.

While this disposition may have been imposed upon the vassal, it was not entirely uncongenial to him. In an otherwise hostile world, a covenant provided the participating parties assurance that one side would not engage in aggression towards the other. The suzerain typically would agree to end whatever enmity existed between himself and the vassal. Given that the suzerain possessed a larger, more effective army and probably even had defeated the vassal's force in battle already, this arrangement provided a respite for the vassal to survive and stay in power. Indeed, by making a covenant, the vassal could maintain a certain degree of dependent autonomy rather than having to be cowed into submission by force. Moreover, covenants also typically contained provisions that the vassal would share in the suzerain's glory and blessings and that suzerain would protect the vassal in the event that the vassal was threatened by hostile powers.

For both sides, the legal aspect of the covenant was a necessity. Failure of the vassal to provide his sovereign with what was due him would be punishable by financial penalties, armed intervention, or replacing the vassal ruler with another, more loyal vassal. Shifting allegiances made disloyalty by vassals a frequent occurrence, hence the need for legal sanctions to make them attentive to their obligations. At the same time, suzerains could be tempted to ignore obligations of faithfulness to their vassals unless there were sanctions witnessed by the gods. The suzerain's failure to honor the treaty could encourage the vassal to defect, but at the same time, the vassal also knew success in doing that was not always assured. Hence, the vassal's only recourse was to appeal to the gods. The gods could punish the suzerain for malfeasance in ways that the vassal could not simply because the vassal was the weaker party in the relationship. Thus, because covenants were typically conducted between sovereigns to whom only the gods were superior and because the sovereigns could effectively speak for the people they headed, a covenantal relationship naturally was the most binding and formalized relationship possible in human interaction. This legal formality carried with it a sense of weightiness that would have motivated the two sides to fully honor the terms and to assure each that the terms would be honored.

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<sup>28</sup> "Covenant, Alliance," *NBD*, 240-241. See also, William J. Murnane, "Imperial Egypt and the Limits of Power," in *Amarna Diplomacy*, 104-105.

## IV. How Covenants Were Made

Covenants in the ancient Near East generally contained a common set of components: (1) preamble or introduction; (2) historical prologue; (3) treaty stipulations; (4) ratification and renewal provisions; (5) the promise of blessings as incentives for obedience and curses for enforcement; (6) witness attestations; and (7) depository instructions.<sup>29</sup> The **introduction** would set out the titles of the respective parties, which would highlight their respective statures. The **historical prologue** would describe the development of the relationship between the parties leading them to make a covenant. In suzerain-vassal treaties, this prologue often would stress the favorable actions of the great king towards his vassal, as well as conflicts they had, and how the sovereign has triumphed over them. The **treaty stipulations** described the obligations upon the parties, both positively (i.e., what they were to do) and negatively (i.e., what they were to refrain from doing).

Although oath-taking was a constituent part of covenant-making, covenants were distinguished from oaths by the fact that the former entailed a formal **ratification** ceremony and always involved more than one party. Oaths may or may not contain such a ceremony and could be made unilaterally. The greater formality in covenant-making was reflected in the Hebrew phrase for making a covenant, *karat berith*, which literally meant “to cut a covenant.”<sup>30</sup> This phraseology stemmed from the fact that in a covenant-making ceremony the two sides would slaughter and sacrifice one or more animals – a bull, sheep, etc. – with

the sides laid opposite each other to form a path... The families, supporters, and armies of each of the great men would assemble on either side of the path. The men making the covenant with one another would declare the terms of the covenant, then they would walk together down the middle of the path, in effect saying before all assembled, ‘Let the same thing happen to whichever of us violates this covenant as you see having happened to these animals’ – i.e. death and dismemberment. They would then take an oath of death upon themselves, swearing on their own names, on pain of death, to fulfill what they had promised.<sup>31</sup>

These oaths would be the **enforcement provisions**, containing blessings and curses. The assembled associates and the gods of the two parties were to be both their foremost **witnesses** and the ultimate covenant enforcers. The ratification ceremony often would be accompanied by a **fellowship meal**, signifying the reconciliation and goodwill between the two parties that was to now characterize their relations. Although not always the case, the covenant often would be written down, especially as time went on. Regardless of whether it was or not, there would always be some kind of **covenant sign** – something that would be a reminder to both sides that a covenant existed between them and needed to be honored. In addition, a **covenant token** might be given as a sign of good will – a

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<sup>29</sup> Mendenhall, *Law and Covenant*, 32-35.

<sup>30</sup> “Covenant, Alliance,” *NBD*, 240.

<sup>31</sup> T. M. Moore, *God’s Covenant* (Linthicum MD: Chesapeake Publications, 1994), 11.

down payment, as it were – on covenantal fulfillment.<sup>32</sup> If a covenant were written down, then both of the parties would receive copies of the covenant which they were to put in a secure place. This required **depository instructions**. There could be stipulations defining how long the covenant were to last, as well as provisions for the two sides to periodically review, renew or re-ratify the covenant. At a minimum, both parties were obligated to re-familiarize themselves with the covenant’s terms on a regular basis.

## V. How Covenants Were Administered

**A**lthough it sounds counterintuitive, administering a covenant was not merely a matter of simply implementing its terms. This is more clearly seen in thinking about the negative rather than the positive, i.e., what is to be done to ensure that the covenant is actually being implemented? Five things are key in this regard: (1) means for oversight; (2) regular remembrance; (3) aids to interpret how to apply the covenantal stipulations; (4) processes for adjudicating differences, and, lastly, (5) mechanisms for enforcement. In a simple covenant, the covenant-making parties would carry out these responsibilities themselves. In a more complex covenant or in a covenant that lasted beyond the lives of the original parties, a more sophisticated support structure was needed. In biblical covenants, the prophets grew to become key in all facets of administration.

### Means for Oversight

This is key to the support structure, and was necessary to ensure that the agreement was indeed being implemented. In modern corporate culture, the individuals ultimately charged with ensuring that contracts are complied with would be a company’s legal department. They would be the ones to follow up with other companies—and possibly to threaten legal reprisals—if those companies were in willful non-compliance with the terms of the contract. In modern diplomacy, this would be handled by diplomats, supported by the intelligence services performing monitoring activities. In the ancient Near Eastern context, this would have been handled by the king’s emissaries.

In the biblical covenants God made with His people, this responsibility was given to His prophets. Today, prophets are often considered as essentially future-tellers, but this fundamentally misunderstands their true role. While they did foresee certain events in the future, these visions were in the service of calling God’s people to account for their unfaithfulness to the LORD in the present and giving those same people hope in the future if they turned repented. The prophets were God’s advocates, reminding the people of their covenant with the LORD, warning them of the curses and sanctions that would come upon them if they continued in iniquity, and calling them to account for their rebellious behavior and repent of their sins.

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<sup>32</sup> Covenant sign and token are not mentioned in the list that Mendenhall gives as elements of ancient Hittite treaties, but they have long been staples of diplomacy through the ages. They also are evident in the biblical covenants as will be shown later.

## Regular Remembrance

Built into the covenantal system were ways of reminding the parties that a covenant existed between them and that it needed to be honored. One side or the other could forget some of the terms or even the existence of the covenant altogether. The ruler also could have misconstrued the intent of the covenant to make that mean something other than what it originally meant because it fits the ruler's current interests. To guard against forgetfulness or misrepresentation, there needed to be continual ways to remember both the existence and the intent of the covenant. In this regard, covenant signs were physical reminders attesting to the existence of a covenant. The fact that they are physical signs makes it harder to forget what the signs symbolize. As we will see, in the covenant between Abraham and Abimelech one sign of attestation was a tamarisk tree. With the covenant between Jacob and Laban, the covenantal sign was a heap of stones, which acted as a boundary of sorts between the two men. When they would see these things, they would not only remember *that* there is a covenant, but *why* there was the need for a covenant.

Recurrent calls to the parties to re-familiarize themselves with the covenant's terms were a way to refresh in the minds of the covenant parties what the covenant actually said. They also effectively deny a covenant party the ability to claim ignorance as an excuse for not carrying out a covenant's terms. The best example in Scripture is in Deuteronomy 17:18-19 in which Israel's future king was ordered to "*write him a copy of this law in a book of that which is before the priests of the Levites. And it shall be with him, and he shall read therein all the days of his life: that he may learn to fear the LORD his God, to keep all the words of this law and these statutes, to do them.*" While scholars are not fully agreed as to what "*this law*" refers, it probably is the book of Deuteronomy. There are also stipulations in Deuteronomy calling for the Book to be read every seven years before the people assembled in front of the Tabernacle (Deut. 31:10-11).

## Aids to Interpret How to Apply the Covenant

No covenant can anticipate every situation that will arise within its framework, hence the need for interpretation as to whether actions are consistent or inconsistent with the covenant. Again, a comparison between contracts and treaties is useful in yielding insight into how this works. With civil contracts, if a dispute arises between the contracting parties which they could not resolve themselves, one or both could take the issue to a court and the court will act as both interpreter and adjudicator. The court's reasoning and decisions would be based on a combination of the original intent of the law, various legal precedents, and accepted transcendent moral or ethical principles. In modern diplomacy, diplomats typically will keep records of the treaty negotiations in addition to the treaty text, so that if questions later arise, they will then have an account of what their side intended with the treaty and what they understood the other side to want. In the ancient Near East, there may not always have been even a treaty text by which to remember the existence of the treaty.

In trying to persuade their treaty partners, diplomats cannot rely on all the sources for guidelines that lawyers or courts have at their disposal. Appeals to transcendent principles are limited because, more often than not, the covenant-making parties do not share the same worldview due to ethnic, national, religious, or other differences. Even where such principles are shared between the treaty-making parties, they would not necessarily carry the same weight that they would in a court's reasoning. In addition, in the ancient Near Eastern context there would have been little appeal to legal precedents. Although modern diplomats now have a growing body of international legal precedents that they can turn to, this body of case law has emerged only in the last few hundred years.<sup>33</sup> In the ancient Near East, it was largely non-existent. In biblical covenants, remembrance and interpretation were intertwined and were the purview of the prophets, speaking on God's behalf about how the covenant was to be interpreted.

## Adjudication of Disputes

The functioning of treaties differs in some ways from contracts, and this forces diplomats to act differently than lawyers. First, the treaty parties generally do not have anyone higher than themselves to appeal to in the event there is a dispute. There is no higher court other than the gods (such as in ancient Near Eastern treaties) or the force of arms (for both ancient and modern treaties). To call down the curses of the gods or to resort to war is a weighty step and shows that the covenant has been broken entirely. This is not a decision to be made lightly. Short of such measures, resolving covenantal disputes puts a greater premium on the arts of persuasion.

If a treaty party is not moved by remembering the terms of the treaty or by heeding the accusations leveled against him by prophetic words, and if a breach of the covenant is declared, then the only thing that can prevent the covenantal curses from being implemented is to have a mediator or intercessor to weigh in with the other party. It may be that the recalcitrant ruler is being recalcitrant because he does not feel the accusation is justified. Whether or not his conclusion is valid is a separate issue. In this case, the mediator must also adjudicate between the two sides. This is not the same thing as finding a compromise, but implies a sense that justice has been served, not simply that a compromise was found.

Within a society, adjudication typically would be done by the court system. For adjudication to work, both sides need to believe that the courts will be impartial—that is, that they do not have a vested interest in the outcome—and that

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<sup>33</sup> In the modern practice of international law there is also the use of what is called customary precedent or customary international law. Legal precedents reflect *formal decisions* made by treaty parties or international organizations who have jurisdiction to give such decisions. In contrast, customary international law reflects *practices* that have been worked out by individuals, usually on a local level. Customary precedent was not unknown in the ancient Near East. Indeed, the clauses in Abraham's covenant with Abimelech regarding usage of particular the wells probably reflected existing practices at the time the covenant was made. In the ancient Near East such practices would have been codified into any renewal, revision, or updating of the covenant, rather than as standalone precedents in treaty interpretation as today. This can be seen in the very impetus by Abraham to make and Isaac to renew the covenant with Abimelech. For this reason, customary precedents are not mentioned here as separate sources for legal interpretation and adjudication.

they possess compelling authority. In modern society, however, adjudication at the international level is much more difficult to achieve, since bodies like the International Court of Justice lack compelling authority and third-party mediators often are seen by the parties as having a vested interest. In the ancient Near East, matters were simpler in large part, because nations or empires tended not to submit their disputes to third party adjudication; instead, they just went to war.

Where this need for mediation and adjudication would come up in a covenantal context, however, is in suzerain-vassal relationships. Here the dynamics would be different because the suzerain would be the one to adjudicate any pleas, not a third party. While emissaries may be sent from the vassal to plead with the suzerain, if the emissary is not granted a hearing, then the pleas are dismissed. The suzerain could grant a hearing and then resolve the case at that time or deputize the emissary, having him return to the vassal as a mediator. Alternatively, the suzerain could send his own emissary to the vassal even if the vassal had made no overtures. The emissary would plead the suzerain's case with the vassal and attempt reconciliation.

In terms of the biblical covenants, here too the prophets fulfilled this role, thus not only acting as overseers and advocates, but also as mediators between God and His people as well. This can be seen most clearly with Moses's repeated intercessions on behalf of the Israelites, but is present in the activities of the other prophets as well. For this reason, it should not be surprising to see prophets become increasingly important and prominent as the Old Testament unfolds. This prophetic role culminated under the New Covenant with Christ Jesus holding as one of His three chief offices that of Prophet.

### **Covenantal Enforcement**

In any event, such calls were a reminder intended to prick the conscience of the treaty party. If that failed to move the ruler, then a more formal accusation needed to be levied to indicate that there was a breach of the covenant. In legal or diplomatic terms, declaring a breach of covenant is more serious than simply charging that it was not fulfilled effectively. Rather, it is to charge that the treaty could be voided if its terms are not complied with. In a sense, it is a kind of ultimatum. In the biblical covenants between God and His people, such accusations were made by the prophets against God's people. The miracles and future visions given by the prophets acted as seals for the validity of their prophetic allegations and underscored the certainty that God would implement His covenant fully, the curses as well as the promises. Ultimately, God Himself would execute the enforcement for non-compliance, and that can be preeminently seen in how He expelled Israel and Judah from the Promised Land and scattered them into exile for breaking the Deuteronomic covenant.

## **VI. The Non-Divine Covenants of Scripture**

**G**iven this ancient Near Eastern context, can we see it in Scripture? There are about 320 references to the term "covenant" in Scripture, 44 of which refer specifically to the "Ark of the Covenant" and the remainder to either covenants

between God and His people (divine covenants) or between men themselves (non-divine covenants). Of the latter, all have a political context except one (Malachi 2:14, which mentions a marriage covenant). In factoring out Scriptural references to the divine covenants and to the “Ark of the Covenant” then there are about fourteen references to non-divine covenants throughout the Old Testament.

In terms of interpreting Scripture, this raises the question as to whether the divine covenants in Scripture set the pattern for understanding the non-divine covenants or vice versa. Many covenantal theologians throughout the years have been inclined toward the former view, seeing the divine-human relationship as the archetype to how men relate to each other by way of covenant. This makes sense in terms of logical priority (i.e. going from greater to lesser) and temporal progression (i.e. going from first to second). Methodologically, however, this creates confusion because it freights the concept with theological baggage that would not have been intrinsically obvious to the original audiences. By making the specific category divine-human covenants the general category, it takes those cases that would have otherwise easily fit into the general category and forces one to come up with explanations as to why they are now exceptions to the “rule.” With the proliferation of exceptions, it is not surprising that scholars have often thrown up their hands and said there really is no way to definitively clarify the concept of the covenant.

An alternative approach is to use the non-divine covenants to define the general category and then recognize the divine covenants as a special variants. This approach understands God to be revealing Himself to people in ways that they can readily understand—the “voluntary condescension” in the terms of the Westminster Confession. It is worth looking at several of these non-divine covenants to discern expectations the original recipients would probably have had of the concept. These covenants include: (1) Abraham, Isaac, and Jacob; (2) Israel and Gibeon; (3) Nahash the Ammonite and Jabesh-Gilead; (4) David and Jonathan; (5) David, Abner and Israel; (6) Ahab and Ben-Hadad; (7) Jehoiada’s restoration of Joash to the throne of David.

### **Abraham and Abimelech (Genesis 20:1-18)**

In the first of these covenants, the Philistine leader Abimelech and his senior military commander Phicol approach Abraham at Beersheba seeking to make a covenant. The Philistines largely controlled the coastline of Palestine but others—in this case, Abraham—dominated the interior hill country. Abraham was a nomadic patriarch who had a tremendous retinue of servants and who possessed an enormous amount of wealth in terms of livestock. While nomads relied primarily on pastoral activities for their livelihood, it was not unprecedented in that day for such people to stage raiding parties into settled areas, retreating afterwards into the more defensible terrain of the hills and mountains. Beersheba, in particular, was well-situated for anyone seeking to launch raids against the southern Philistine cities. It is at the southern edge of the Palestinian hill country and had good pasture lands. To go much further south, one would be moving into scrub land that turns quickly into arid desert. As a basically seafaring, urban people, the Philistines faced a disadvantage in fighting

a nomadic people well accustomed to living and operating in such rugged, difficult terrain. Moreover, Beersheba was slightly to the south of the Philistines' principal cities and potential attackers launching from there could complicate Philistine defense planning because those cities could be attacked from more than one side, namely from both the east and the south. Cities to the north, by comparison, only faced a threat from the east. If the southernmost cities were lost, then the other cities to the north would be jeopardized. From the Philistine perspective, Abraham and his retinue posed a potential security threat.

Scripture says nothing about Abraham and his company launching such raids but in Genesis chapter 14 they did exercise a pivotal intervention in the midst of the internecine warfare of the Canaanite kings and were clearly a force with which to be reckoned. Beyond these military considerations, Abimelech himself had other reasons to be mindful of the danger that Abraham could pose. Abraham had dwelt for a time in the scrub country and desert of Negev, before moving north to sojourn in Gerar, where Abimelech was king. While Abraham was in Gerar, he deceived Abimelech into thinking that Sarah, Abraham's wife, was really Abraham's sister. Abraham did this because he feared that Abimelech would kill him to take Sarah as his wife. With this ruse, Abraham hoped Abimelech would have no reason to kill him. God appeared to Abimelech and warned him that if he married Sarah then God would slay him and his entire nation. Fearful, Abimelech sent Abraham and his family away, blessing him with more livestock and inviting him to settle anywhere in the land. Because of this incident, Abimelech knew Abraham was not only powerful but enjoyed God's protection.

With this background in mind, it is understandable why Abimelech brought with him his military commander Phicol and what he was trying to solicit from Abraham. He was not merely trying to solicit a promise of friendly relations, but he needed a non-aggression treaty with Abraham. Only a treaty would have the requisite legal authority that could be trusted to provide the security Abimelech needed. In this treaty can be seen some of the elements noted previously that were typical of ancient Near Eastern covenant-making.

The historical prologue, it should be recalled, is intended to recount the historical relationship between the parties making the covenant. On Abimelech's part, this is indicated in Genesis 21:22 when he recognizes of Abraham that "*God is with thee in all that thou doest*" and in 21:23 when he recalls to Abraham's memory that he has dealt kindly with him, referring to their earlier interaction when he returned Sarah unmolested after God had warned him not to touch her. Abraham, for his part, raises an unresolved issue between the two of Abimelech's servants seizing one of Abraham's wells (21:25).

The covenantal stipulations are straightforward in this case. Abimelech tells Abraham

*Now therefore swear unto me here by God that thou wilt not deal falsely with me, nor with my son, nor with my son's son: but according to the kindness that I have done unto thee, thou shalt do unto me, and to the land wherein thou hast sojourned" (21:23).*

In return, Abimelech will recognize Abraham's ownership of the well in dispute (21:30). The well was important to Abraham's livelihood, since his livestock needed it given that Beersheba's location bordered a relatively arid region. A specific duration of the treaty is not given, but it was intended to be intergenerational. Renewal provisions were not necessary.

Little description is given of the actual ratification ceremony but verses 27 and 32 leave no doubt that the two concluded a covenant, confirmed by an oath (21:31, 24). Abimelech, fearing God based on his earlier experience, requested that Abraham's God be the witness and enforcer of the covenant the two were making (21:23). There is no indication that the covenant was written down but as a covenantal sign Abraham did plant a tamarisk tree at the location (21:33).

Abraham also gave Abimelech a covenant token. As noted earlier, a covenant sign and a covenant token are not necessarily the same thing. A covenant sign attests to both parties the existence of a covenant between them. A covenant token, on the other hand, is a good will gesture by one party to show that he intends fulfill his part of the covenant. When done by the suzerain, it is intended to show that despite his greater power, he will not exploit the relationship. The covenant token is not necessarily required as part of the treaty stipulations, but is intended as a confidence-building measure. In this case, Abraham provided as a covenant token seven ewe sheep (21:29-30). For Abraham to give this—especially after Abimelech made the initial request for a covenant—suggests Abraham is being treated as the suzerain in this case and Abimelech as the suppliant.

### **Isaac and Abimelech (Genesis 26:1-33)**

The account in Genesis 26 of the covenant made between Isaac and Abimelech parallels Abraham's experience in chapter 21. The Abimelech mentioned here probably is not the same individual with whom Abraham had dealt but the name is likely a dynastic name or title. As such, in this case the sons or successors of the original treaty parties are now in the position of revisiting and renewing the earlier covenant.

Like Abraham, with the onset of a famine in the land, Isaac moved from the hill country toward the cities on the coast and resided in Gerar. Also like his father, he deceived the leading officials of Gerar into thinking that Rebekah was his sister and not his wife for fear that they would attack him in order to gain her. When Abimelech surmised that Rebekah was really Isaac's wife, he became angry with Isaac because that deception could have endangered (literally, "*brought guiltiness upon*") Abimelech and his people (26:10). Abimelech then decreed that Isaac was to be considered a protected individual and that anyone who harmed him or Rebekah was to be put to death. Abimelech's protection allowed Isaac to flourish financially during his sojourn in Gerar, but this only bred resentment between Isaac's kinsmen and the people of Gerar, who envied his wealth. The depth of that resentment is evident in the fact that Isaac later described their attitude toward him as one of hatred (26:27). Indeed, the people began to stop up the wells he needed for his livestock to survive, probably intending to coerce him into move away. Abimelech himself later approaches Isaac with the request, "*Go*

*from us; for thou are mightier than we*" (26:16). As with his father Abraham, Isaac too had become a potential threat to his Philistine hosts. This sets the background for another covenant-making ceremony.

The exchange between Isaac and Abimelech in verses 27-28 sets out the historical relationship between the two sides: as noted, Isaac described the attitude of Abimelech and his people as one of hate towards him, while Abimelech also noted that he and his people have done nothing to harm Isaac and sent him and his family away in peace. Abimelech states twice that he recognized that Isaac is blessed of the LORD, the covenant God of Abraham and Isaac. The covenant's terms are not specified but it is clearly implied that they were centered on non-aggression given the context of the situation. In fact, the terms may not have needed to be specified because this covenant appears to be a *de facto* renewal of the earlier covenant that Abraham made with Abimelech. This is suggested by the fact that the fellowship meal, which often would follow the ratification ceremony, actually preceded the oath-taking in this case. This could be simply Isaac's hospitality or a goodwill gesture, but, in light of the earlier treaty made by Abraham and Abimelech and the fact that that treaty was to extend to their offspring and posterity, there was no need to take the oaths first since they probably presumed the earlier treaty to still be in effect.

### **Jacob and Laban (Genesis 31:1-55)**

The covenant between Jacob and Laban at Mizpah was made under pressing circumstances, when Jacob and Laban were on the verge of fighting. Jacob had been working for his father-in-law Laban for twenty years in Mesopotamia and eventually became fed up with Laban's efforts to exploit him by constantly changing his wages. Jacob also recognized that the attitude of Laban and Laban's kin towards him was beginning to sour, so he secretly fled with his family and livestock. When Laban realized what had happened he followed in hot pursuit, overtaking Jacob's caravan in the hill country of Gilead. In Genesis 31:25-42, Jacob and Laban angrily traded accusations of bad faith. Laban made it clear that it was within his power to do harm to Jacob, but acknowledged that he was constrained from doing so because, before their encounter, God had warned Laban in a dream, "*Take heed that thou speak not to Jacob either good or bad,*" (31:24). Thus, Laban had an incentive to come to a negotiated settlement with Jacob—that is, to make a covenant.

As with the treaties between the Abimelechs and Abraham and Isaac, the covenant between Jacob and Laban was essentially a non-aggression pact. Unlike the other treaties, there was no need for a historical prologue since the accusations each traded with the other sufficed for that aspect. The treaty stipulations are in verses 50 and 52:

*If thou shalt afflict my [Laban's] daughters, or if thou shalt take other wives beside my daughters, no man is with us; see, God is witness betwixt me and thee... This heap be witness, and this pillar be witness, that I will not pass over this heap to thee, and that thou shalt not pass by this heap and this pillar unto me, for harm."*

The ratification ceremony entailed a sacrifice, swearing an oath, and partaking of a fellowship meal (31:53, 54). In this covenant, the enforcement provisions are much more explicit, as Laban says, *“The LORD watch between me and thee, when we are absent one from another... The God of Abraham, and the God of Nahor, the God of their father, judge betwixt us.”* (31:49, 53) There is no specified duration associated with this covenant but the nature of the terms are such that the covenant was specific to Laban and Jacob, and thus probably would not apply to their offspring. In addition, because the covenant was not written, the heap or pillar of stones became the covenantal sign, as well as a boundary marker between Laban and Jacob (31:45-48, 51-52). Lastly, no covenant token was provided in the making of this treaty.

### **Israel and Gibeon (Joshua 9:1-27)**

Under Moses, God commanded Israel not to make any covenant with the inhabitants of the land of Canaan (Ex. 23:32, 34:12; Deut. 7:2), both as part of the divine judgment to be rendered on the Canaanites, as well as for the Israelites' own protection from idolatry. According to the laws of warfare given in the Deuteronomic covenant, however, the Israelites were allowed to make treaties with peoples outside of Canaan if those people were willing to accept Israelite suzerainty (Deut. 20:12-18). Gibeon was a city slightly northwest of Jerusalem in the territory that would eventually become part of the tribe of Benjamin's allotted inheritance. The Gibeonites heard about Israelite success in destroying Jericho and Ai within Canaan, as well as the defeat of Sihon, king of Heshbon, and Og, king of Bashan, just before the Israelites' entry into Canaan. They also were aware of God's deliverance of the Israelites from Egypt (Josh. 9:9-10). Fearful for their own lives, they sought to make a covenant with Israel. Evidently, given their subsequent actions, they heard that God instructed the Israelites to kill all the inhabitants of the land but allowed them to make treaties with nations outside of Canaan (Josh. 9:24). Accordingly, the Gibeonites passed themselves off as coming from a far country, and the Israelites, not consulting God or checking their credentials, went ahead and consented to make a covenant.

As the central stipulation of the covenant, the Gibeonites accepted servitude to the Israelites in exchange for being allowed to live in peace (Josh. 9:14-15). The covenant was confirmed between the parties by a self-maledictory oath invoking the LORD as witness (Josh. 9:19-20), probably followed by a fellowship meal lasting three days (Josh. 9:16). At the end of the three days, the Israelites learned that they had been deceived and that the Gibeonites really were inhabitants of Canaan. So inviolable did the Israelites consider the oath of the covenant that even though God had commanded them to destroy the inhabitants of the land – including the Gibeonites – that they did not believe they could renege on the covenant without invoking God's wrath on them. Indeed, under the circumstances, this was a courageous decision, given that it flew in the face of the pressure from the Israelite people more broadly to repudiate the treaty outright (Josh. 9:18-19). The worse that Joshua could do to the Gibeonites was to extend their servitude indefinitely (Josh. 9:23).

## Nahash the Ammonite and Jabesh-Gilead (1 Samuel 11:1-15)

The next occurrence of the term ‘covenant’ comes in 1 Samuel 11:1 which says, *“Then Nahash the Ammonite came up, and encamped against Jabesh-gilead: and all the men of Jabesh said to Nahash, Make a covenant with us, and we will serve thee.”* Rather than accept their offer outright, Nahash replies, *“On this condition will I make a covenant with, that I may thrust out all your right eyes, and lay it for a reproach upon all Israel”* (1 Sam. 11:2). Upon hearing this condition, the elders of Jabesh-gilead rethink their situation. They know that they cannot withstand Nahash and his forces, but plead for a week’s delay. If no one delivers them, they will submit to Nahash as a vassal state. Messengers arrive at Saul’s newly-established capital of Gibeah and request help. Saul, angry in the Holy Spirit, rallies the Israelites, throws back the Ammonites, and delivers Jabesh-gilead. Fresh from victory the men of Israel reaffirm Saul’s kingship and worship the LORD (1 Sam. 11:2-15).

Nahash’s curious condition highlights the inherently political nature of the situation. Saul has just been anointed king, but his popular legitimacy was weak and questionable (1 Sam. 10:27). The Ammonites occupied territory east of Israel in what is modern day Jordan, and had long been enemies of the Israelites. With the Israelites preoccupied by pressure from the Philistines in the west along the coast, the Ammonites could take advantage of the situation to undermine Saul’s influence and foster dissention within his kingdom. An Israel unified under a single king could be a threat to the Ammonite kingdom, whereas a weak and divided Israel provided the best situation for extending Ammonite influence. Jabesh-gilead was both vulnerable to an Ammonite siege and strategically useful. The city was a non-Israelite city within the territory of Gad, on the east bank of the Jordan River, and more than 40 miles away from Saul’s palace at Gibeah. A good case also can be made that Jabesh-gilead was the ancestral home of Saul.<sup>34</sup> Thus, the city’s surrender and acceptance of Nahash’s suzerainty by means of a covenant would be personally shameful for Saul. Moreover, the humiliation of its men would highlight to all of Israel that Saul was incapable of providing the security protection they sought and for which they had elevated him to be king. Saul’s victory, therefore, solidified his credentials, underscored his legitimacy, and unified the country.

## David and Jonathan (1 Samuel 18:3, 20:16, and 23:18)

In the account of David’s rise to power, there are three verses describing a covenant (or covenants) that he made with Saul’s son Jonathan (1 Sam. 18:3, 20:16, and 23:18). The first reference takes place after David has killed the Philistine champion, Goliath. Saul makes David a permanent part of his household and it is recorded that Jonathan and David “*made a covenant, because he [Jonathan] loved him [David] as his own soul.*” The terms of this covenant are not specified. From that point on, Saul’s attitude towards David steadily deteriorates into hostility. As things go from bad to worse, David raises the issue with Jonathan, who at first

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<sup>34</sup> Eugene H. Merrill, *Kingdom of Priests; A History of Old Testament Israel*. (Grand Rapids MI: Baker Books, 1996), 181, 199-201.

does not recognize the depth of his father's hostility toward David. David references the earlier covenant with Jonathan as "*a covenant of the LORD*" and invokes that as a witness, going so far as to say that if he has done wrong, then Jonathan should kill him himself per the covenant (1 Sam. 20:8). Jonathan denies any iniquity in David or enmity toward him, and instead, not only reaffirms the covenant but appears to extend it further. In 1 Sam. 20:16 it is written, "*So Jonathan made a covenant with the house of David, saying, Let the LORD even require it at the hand of David's enemies.*" This is sealed with a vow. As Saul begins to pursue David, Jonathan secretly meets with him and says, "*Fear not: for the hand of Saul my father will not find thee, and thou shalt be king over Israel, and I shall be next unto thee; and also Saul my father knoweth.*" The two again, one last time, make a covenant "*before the LORD*" (1 Sam. 23:17-18).

A couple of things need to be clarified to put these references into their proper context. First, although the biblical references could be read to suggest that David and Jonathan made three different covenants, it is more likely that there was only one covenant progressively reaffirmed and deepened. The biblical text does not indicate any significant differences between these three incidents to suggest that there are different covenants being referred to. This is reinforced by the fact that in 1 Sam. 20:8 David invokes the earlier covenant as his witness and basically tells Jonathan to enforce it if he has done wrong. The covenant made in 1 Sam. 20:16 is contiguous with this and that mentioned in 23:18 seems to be little more than a fuller reaffirmation.

Second, if these references are to one covenant, then the natural question that follows is 'What are the terms of this covenant?' The fullest descriptions of the covenant come in 1 Sam. 20:16 and 23:17. Whatever mutual loyalty may have been part of the covenant, this is more than just a friendship pact. Jonathan, the heir apparent of Saul's dynastic house, is pledging his fealty to the house of David, recognizing David's right to the throne over Israel. The covenant invokes God's judgment on David's enemies, which at this point Jonathan had recognized potentially included his own father. In return for this fealty, Jonathan will be seated at David's right hand and his house will not be cut off. David, at this point, has been anointed by God to be king and Jonathan's statement in 23:17 recognizes that anointing. While most commentators focus on Jonathan's deep friendship with David, the fact remains that he is knowingly relinquishing to David his right to rule all of Israel. Moreover, this is not something between equals; Jonathan is effectively subordinating himself to David. The covenant is therefore not just a personal agreement, but a binding suzerainty treaty that would govern relations between the two in the civil war that would follow and which would set the groundwork for postwar dynastic arrangements.

### **David, Abner and Israel (2 Samuel 3:12-21, 5:3)**

Just as covenants were important in David's relationship with the house of Saul, so too were they important in his consolidation of power. After Saul and Jonathan were killed, Israel split into two parts, the ten tribes in the north and the tribes of Judah and Simeon in the south. In the rump Israel, the throne reverted to Saul's son Ishbosheth. Ishbosheth, however, was basically a figurehead, and the

real power in Israel was Abner, the commander-in-chief of Saul's army. In the seven years that followed Saul's death, power began gradually shifting to David. After Ishbosheth confronted Abner about his creeping power grabs, Abner in spite began negotiating with David to switch the army's allegiance to David.

*And Abner sent messengers to David on his behalf, saying, Whose is the land? saying also, Make thy league with me, and, behold, my hand shall be with thee, to bring about all Israel unto thee. <sup>13</sup> And he said, Well; I will make a league with thee: but one thing I require of thee, that is, Thou shalt not see my face, except thou first bring Michal Saul's daughter, when thou comest to see my face. (2 Sam. 3:12-13)*

The word "league" used here is *berith*, the same word for covenant. Abner is soliciting a covenant from David to bring the northern tribes under David's suzerainty. David's stipulation, that his (first) wife, Michal, Saul's daughter, be brought to him should not be seen in a romantic sense. Michal's return to David's house would be both a good will gesture and would solidify David's claims to political legitimacy for ruling over all Israel. In a sense, Michal herself is a covenant token. Separately, David makes the same request directly of Ishbosheth (2 Sam. 3:15-16), just to be above board in the matter and Ishbosheth consents, recognizing that the army and the elders have turned against him. When Abner returns to David, Scripture says he and his men had a feast, which probably was part of the ratification of the covenant. He then tells David,

*I will arise and go, and will gather all Israel unto my lord the king, that they may make a league with thee, and that thou mayest reign over all that thine heart desireth. And David sent Abner away; and he went in peace. (2 Sam. 3:21)*

As was the case with the covenant(s) Jonathan made with David, David accepts a request for a covenant from a people (Abner, the army and elders of the northern tribes of Israel) to secure his suzerainty over the nation and consolidate his power after Saul's death. This fulfills the covenant Jonathan made with David years earlier to effectively transfer the throne to David (2 Sam. 5:3).

### **Ahab and Ben-Hadad (1 Kings 20:34)**

Chapter 20 of 1 Kings details two engagements between Ahab, the wicked king of the northern kingdom of Israel, and Ben-Hadad, the king of Syria. In the first (20:1-21) Ben-Hadad besieged Samaria, the capital of the northern kingdom. Ahab had little faith that Ben-Hadad could be resisted, although his councilors advised him to do just that. Instead, Ahab was willing to offer the tribute that Ben-Hadad demanded, but not his wives and children (20:9). At that point, a prophet came to Ahab and told him that the LORD would deliver Ahab and Israel from Ben-Hadad so that Ahab would see the power of the LORD (20:13). In the ensuing battle, Ahab's army routed the Syrians (20:20). The Syrians, however, convinced themselves that they lost because the LORD was only a god of the hills, so in the subsequent campaigning season, they sought a victory in fighting on the plains

(20:23). In this area, too, they were routed. The second time, however, Ben-Hadad was willing to accept surrender terms. He offered to return to Israel the cities which his father had captured earlier and trade concessions. Ahab agreed to these terms and made a covenant with Ben-Hadad, who saw him as a brother king (20:33-34). For his failure to finish off Ben-Hadad following the LORD's victories over Syria, one of the prophets pronounced the LORD's judgment on Ahab (20:42).

Whereas the previous cases of non-divine covenants followed the pattern of a suzerain-vassal relationship, this example is noteworthy for our purposes here because it is a parity covenant, that is, a covenant between two relatively equal kings. This is evident in Ahab's characterization of Ben-Hadad (i.e., "*my brother*," 20:32-33) and in the relatively modest stipulations. Indeed, it is precisely because Ahab treated Ben-Hadad as an equal when he should have been either destroyed completely or reduced to vassalage—thus reflecting both disobedience and unbelief toward the LORD—that Ahab incurred God's judgment.

### **Jehoiada's Restoration (2 Kings 11:1-21, cf. 2 Chronicles 23:1-21)**

The last of the non-divine covenants we will examine involves the high priest Jehoiada restoring the true king of the House of David to the throne during a period when that seemed to be in some doubt. In this particular situation, Ahab's sister, Athaliah, had married into the House of David, introducing Baal worship into the court and tying Judah to the idolatrous practices already extant in Israel and which would lead to that nation's demise. When northern army commander Jehu carried out a thoroughgoing, indiscriminate purge of the Israelite royal house, he also ended up killing Athaliah's husband, the king of Judah. In the wake of that tragedy, Athaliah moved to solidify her own political position and attempted to massacre the entire House of David. Unbeknownst to her, her sister-in-law rescued the infant Joash, the heir apparent, and hid him in the Temple for six years. In the boy's seventh year,

*"Jehoiada sent and fetched the rulers over hundreds, with the captains and the guard, and brought them to him into the house of the LORD, and made a covenant with them, and took an oath of them in the house of the LORD, and shewed them the king's son" (2 Kings 11:4).*

The parallel passage in 2 Chronicles also notes that "*all the congregation made a covenant with the king in the house of God. And he [Jehoiada] said unto them, Behold, the king's son shall reign, as the Lord hath said of the sons of David* (2 Chron. 23:3). With the young king Joash publicly revealed and restored to power, the military turns against Athaliah and kills her.

In terms of our understanding of covenants, what Jehoiada was doing, both with the military and with the people writ large (or at least with the court as representative of the nation writ large) is could be called a covenant renewal and/or a dynastic succession covenant. Politically, this would be the people rededicating themselves to the House of David. Religiously, the covenant which they are rededicating themselves to would have been the Deuteronomic covenant, which functioned effectively as the constitution for Judah.

## VII. Change and Continuity in a Covenantal Framework

These examples of non-redemptive suffice as a springboard for drawing out some cross-cutting observations about the nature and functioning of covenants, particularly regarding how covenants adapt to change, which is foundational to understanding the Scriptural concept of the covenant.

Change is inevitable. Successive generations come along who were not around when the original covenant was made, new issues emerge, and old problems fade in importance. The question therefore arises as to how the covenant-making parties or their heirs adapt the covenantal aspect of their relationship to the new circumstances. If they make no changes, then either the original agreement continues in force unabated or it slides into obsolescence. If the parties decide to change it, then their options are basically threefold: (1) they can make some minor modifications—essentially updating the covenant—while keeping it in the same basic framework; (2) they can add new terms not covered by the original agreement; or (3) they can come up with a new agreement altogether that replaces the original covenant.

In Isaac's covenant with Abimelech, there is no fundamental change to the covenant. The treaty Isaac made with Abimelech is continuous with the covenant that his father made with the Philistine leader. Scripture does not explicitly state that Isaac's covenant was a renewal of Abraham's, but that is certainly implied. In Genesis 21:23, Abimelech asks that the covenant apply not only to himself, but also to his offspring and posterity, and Abraham assents to this. Along with this, part of the covenant the two made addresses the issue of the use of certain wells dug by Abraham's kinsmen for watering the flocks. Later, in Genesis 26:15 and 18-22, Isaac was trying to reopen the wells dug in Abraham's day, but which the Philistines stopped up after Abraham's death. This seemingly mundane issue is given some prominence in Genesis 26 and leads to Isaac's own covenant with Abimelech at the end of the chapter. Essentially, Isaac was reclaiming his rights under the covenant his father made with Abimelech, but upon which the Philistines reneged.

Isaac could have simply insisted that Abimelech honor the terms of the original agreement made with Abraham. While he would have been within his rights to do so, the fact of the matter was that the covenant was already falling into obsolescence, as evidenced by the renewed problem of the wells. If Isaac and Abimelech were to keep the relationship from worsening then clearly they needed to address the status of Abraham's covenant. Given the exegesis above, what they did was to recommit themselves to the original covenant without changing its terms, in effect renewing it. It is important to realize that this is not the only option that they had open to them. A bit of speculation on what they could have done and how those changes that would have related to Abraham's covenant will show much about covenantal change and continuity.

Suppose, for example, that in the renewal of the covenant that Abraham had made the only change was that they mentioned additional wells which could be used by Isaac's kinsmen. Here, there is there is little alteration to the terms of

the original treaty, and the new covenant is not breaking any significant new ground. Since covenants basically are legal mechanisms for regulating the relationship between the covenant-making parties, the framework for that relationship as it was laid out in the original covenant remains intact. The two parties most likely would consider the new agreement to be an updating of the older treaty, not a totally new and separate treaty. Covenants fundamentally are practical mechanisms and it would have been impractical for essentially the same two parties to have two freestanding covenants covering much the same ground and differing only by subtleties.

If the changes were significant—adding new areas to be covered under the covenant, overturning existing terms or greatly expanding them—then the new covenant would be considered a replacement to the earlier covenant. This could have been the case, for example, if Isaac were to pledge loyalty to Abimelech and make himself Abimelech’s vassal. The terms of the original covenant between Abraham and Abimelech never made any such provision. While it is good practice to clearly articulate that the earlier treaty is now considered void, it is not imperative to do so, since the terms of the new covenant would obviously supersede those in the original treaty. The framework for relations between the two sides would be defined by the new, not the old, covenant.

A third possibility is if the changes were on topics different from those outlined in the original covenant. In the case of merely updating the covenant, the changes were minor changes to those topics covered by the covenant’s original terms. An example under this scenario could be additional stipulations to cover how and when Isaac would have been allowed to sojourn in Gerar, which was not covered in the earlier covenant. In this case, the new covenant would have been supplementary to the original one and the earlier one would still be in effect. Strictly speaking, one could say that there are now two covenants contributing to the framework for relations and not simply one. For all practical purposes, however, these two covenants would function as one in terms of their impact on the framework for relations.

What is common in all three of these cases is that regardless of the specific changes, the covenants—whether updated, expanded, or new—all work together to form a legally-based framework for regulating relations between the two parties. There is an implicit and organic continuity in this framework. The framework evolves and adapts, but also builds upon and deepens the earlier covenantal arrangements. It is theoretically possible that successive changes could simply delete previous terms while adding nothing new, but this rarely happens in practice. If the framework shows an implicit continuity between individual covenants, then the root of that continuity is the relationship itself. What will change over time is how the relationship is regulated, not the existence of the relationship itself. If the relationship were to be totally ruptured, it probably would not be regulated by covenant at all.

The fact that covenants form the framework for regulating a relationship between two parties differs from how contracts function. Because contracts are more familiar to the everyday experience of people, it is easy to assume that

covenants work the same way. A contract, however, is an agreement to execute a specified arrangement—for example, a business deal, an exchange of services, or a will. Outside of that specified arrangement, the relationship between the parties is unaffected. Indeed, there need not even be a relationship at all. Hence, contracts do not need have any continuity with one another. A covenant, on the other hand, may incorporate such contractual arrangements, but will go beyond them because its focus ultimately is on managing the underlying relationship. Indeed, it is the relationship that forms the basis for continuity; the covenants are a codification of the disposition of affairs within that relationship.

It is important to keep this dynamic in mind when looking at the biblical covenants. God's covenants with a particular person or generation should be understood to be simple, integral, and unitary. That is, if Scripture describes the LORD as making multiple covenants with the same individual or generation, then one should assume that those covenants have continuity with each other and form an essential whole. With Abraham, for example, God made promises to him in Gen. 12:1-3, made a covenant with him in Gen. ch. 15 and then again in ch. 17. These different incidents should be understood to be one fundamental covenant between God and Abraham, not two or three slightly different covenants. This understanding applies to God's covenantal dealings with Abraham and later those with Moses and Joshua and is aimed at constraining a tendency toward an overly legalistic approach to the covenants that overemphasizes the differences and sees more covenants than are really there. Such an approach may superficially seem like it is taking Scripture literally, but in fact it creates a disunited understanding of the covenants. It also does not accord with the plain sense of Scripture. From the vantage point of Abraham, Moses, or Joshua, there is no indication in Scripture that they themselves perceived fine distinctions between the different accounts to suggest that these are entirely different covenants. Nor do later biblical writers like Paul draw fine distinctions between the various covenantal accounts God made with Abraham or those He made at Sinai (Exodus chs. 20-25), Moab (all of Deuteronomy), or Shechem (Joshua 24:1-25). In Paul's writing, these all point to the Mosaic covenant.

The issue of continuity between covenants is of minor significance in the case of the covenants between Abraham, Isaac, and Abimelech, but with the divine covenants throughout Scripture it takes on critical importance. There it underpins the cogency of Scripture writ large, as well as God's consistency in His dealings with men. There is a correlation between covenantal activity and the development of Scripture. If there is continuity between the divine covenants outlined in Scripture, then Scripture can be understood as describing the progressive unfolding of God's dealings with His people. If the covenants are not continuous with one another, then that raises questions about how different parts of Scripture relate to one another. It also suggests God either has a number of outstanding covenants still pending fulfillment or that He frequently changes how He deals with His people—in either case, these options question God's faithfulness and unchangeableness, which is totally contrary to the picture of His character laid out in Holy Scripture.

## VIII. The Essence of the Covenant

This essay began with criticism of the ambiguity and oversimplification modern theologians introduce into the definition of a covenant, but I did not provide a counter definition. That omission was deliberate because it was necessary to first lay out the historical, social, and biblical background to the concept. With that background now provided, let me propose two working definitions for covenant, one general and the other specific to biblical divine-human covenants:

*Generally, a covenant is a legal disposition between two sovereign authorities to regulate or govern relations between them, entailing obligations upon each, and providing incentives to keep the covenant and disincentives for failing to keep it.*

**Biblical divine-human covenants, specifically, are the legal dispositions God uses to exercise lordship over His people, binding them to Himself in communion, renewing them in faith and obedience, and inaugurating His Kingdom.**

I present two definitions here because at least part of the problem noted earlier in how theologians tried to define “covenant” may stem from an effort to encapsulate both the general notion of covenant and the specific description of divine-human covenants into one definition at a high enough level of generality to be intelligible. Insofar as that is the case, then it is biting off too much at once. Breaking these out into separate definitions allows for greater conceptual clarity. Let me elaborate on these definitions with three points.

First, **covenants are inherently legal by nature**. As shown earlier, the historical, biblical, and linguistic evidence all point to “covenant” being a legal concept. That it is a disposition as well—and here I pick up on Geerhardus Vos’s terminology—describes the covenant as something more encompassing than simply a contract or a transactional matter between private parties. It is a codification, a regulation, or an arrangement of a relationship. This is particularly true with the suzerain-vassal treaties and the biblical covenants.

Although this accurately reflects the historical reality of covenants, the legal nature of a covenant may well be what drives theologians to try to define it as a relationship. After all, on the surface it seems incongruous to speak of God’s love for His people and, in the same breadth, say that God wants a legal arrangement. The legal aspect seems contradictory to the relational dimension. Upon deeper reflection, however, the two are not at odds with each other. Marriage, for example, is an illustrative analogy. A couple can be friends, become engaged, and then get married. There is a relationship between the man and woman through all these phases. The marriage does not establish their relationship, but when they get married there is a definite change in the legal arrangements around their relationship. The bonds are elevated, obligations on and protections for the individuals are increased, and sanctions are put into place that did not exist before. The relationship is now more formally regulated. At the same time, the parameters established by the legal disposition can actually provide safeguards for the relationship to become closer and more intimate.

Understanding that a covenant is a legal disposition has important implications when we come to God's covenants with His people. It is particularly the legal nature of these covenants that highlight our need for salvation. In the ancient world, the incentives and disincentives for keeping a covenant would be contained in the blessings and curses, embodying the principles that for actual wrongs done there needs to be punishment, and for actual accomplishments in obedience there need to be rewards. The idea of justification is inherent in the covenantal framework. How that happens will depend on the specifics of the covenant. In ancient Near Eastern and in the biblical covenants the penalty for violation was death. Biblically speaking, violation of covenants with God would mean eternal death. Because there is nothing that we can do to justify ourselves, we need a salvation that comes from outside of ourselves, indeed which was only accomplished by Christ Jesus Himself. Remove this legal understanding from the covenants, however, and one significantly undermines the very fact that we need to be justified and saved.

Second, **the covenantal framework brings into focus key relations and matters of authority.** It is commonplace among American evangelicals to talk about having a relationship with Christ Jesus, but that begs the question as to exactly what the nature of that relationship is. Is it a relationship of friendship or family? Of master or servant, superior or subordinate? At some point, all this needs to be defined. The historical and biblical nature of covenants we have examined presume a relationship between two sovereign authorities. What do I mean by this?

"Authority" is ability to exercise effective power with legitimacy. Legitimacy is the right to rule. If one possessing power is considered legitimate, then his exercise of power should be accepted and respected by those over whom he is acting because he is acting in accordance with accepted principles or because he is an agent of some accepted tradition or institution. For the ruler, legitimacy facilitates rule because it means he does not have to rely upon coercion as the primary means of exercising power. Both power and legitimacy must be in place for there to be authority in the political sense. Someone possessing legitimacy but with no real power to act cannot credibly claim to possess authority. On the other hand, a ruler possessing an effective ability to act but lacking in legitimacy would, in the classical sense, be a tyrant or a usurper. He can be obeyed because he has the means to compel obedience but there is nothing intrinsic to his rule besides power which would foster respect or obedience.

"Sovereignty" denotes how ultimate one's authority is. The sovereign has supreme or final authority over a body politic. "Final," "supreme," or "ultimate" should not be taken here as synonymous with "absolute," since no human leader, realistically speaking, has absolute authority. Rather, these terms should be understood as denoting that there is no higher designated office or institution to which the leader is subordinate in practical terms. Admittedly, low-level officials also have authority, but theirs is limited and essentially derivative. The sovereign's word is the last word in matters of governance. Only one possessing sovereign authority can truly be said to be the ruler over a given people.

As with the legal nature of covenants, the discussion of the “household” model given earlier has implications for how we understand the working of the divine-human covenants in salvation. In the biblical view of covenants, the sovereign not only represents the people, but essentially embodies them. As such, he is the only one realistically who can finally speak, decide, and act on behalf of those under In the ancient world, sovereign authorities were kings or tribal patriarchs; today they would be presidents or heads of state. This sovereign authority was evident in all the cases of the non-divine covenants discussed earlier. The covenantal identity between the sovereign authority and the people manifests itself in the biblical covenants through the threefold imputation of Adam’s sin to his offspring, of the sins of God’s people to Christ, and of Christ’s righteousness from His active and passive obedience to His people. Within the context of the covenants, that kind of imputation makes legal sense given the relationship between the king or the head of the household and the people. The misdeeds of the people are assumed in the responsibility of the leader, and, conversely, the blessings acquired by the leader accrue to the people because of this corporate identity. In covenant theology, this is called “federal headship.” Both Adam and Jesus are the federal heads of all humanity and redeemed humanity, respectively, and the two covenant structure of the Westminster Confession of Faith—a Covenant of Works in Adam and the Covenant of Grace in Christ—is based on this. Apart from the covenantal context, however, this kind of imputation looks like a legal fiction and the idea of Christ dying for our sins either becomes merely a metaphor or a moral example.

The last point is that **the biblical divine-human covenants have a teleological purpose to them.** God’s use of the covenant form is a way of exerting His lordship over His people in a manner they could readily comprehend. This is the core of the “voluntary condescension” God makes toward men. God’s covenants show the development of His rule over His kingdom people for the purpose of His glory. Despite His people’s rebellion, He binds them to Himself in communion, renews them in faith and obedience, and brings about His eternal kingdom. His saving acts for His people are intertwined with this story, but the story does not start or end with salvation. Rather, it is His Lordship that is front and center. As His kingdom has expanded from Adam alone to include all peoples, so has His covenant evolved, and with that, the development of His revelation about Himself. This is narrative surpasses any epic saga men have come up with, and as our lives relate to it, it suffuses life with meaning. And yet, the centrality of God’s lordship is lost, however, when the term covenant is revised to be merely an oath, agreement, promise, or a generic undefined relationship. We take what is grand and flatten it out, approaching our Creator with the casual attitude that we would an acquaintance. In our day, especially, we need to understand the rich background of God’s voluntary condescension not to make ourselves smarter *per se*, but to recover a deeper sense of the lordship of our God. We are called to service and communion with Him, our king; despite our many failures, He is ever faithful to us, and He assures us that He will keep His promises because He has sealed them to us in His covenants.