The Covenants in the Bible and Ancient Near East Literature, and the relationship between God and Men

By Mabio Coelho

Introduction

On the last five decades, no subject on the field of Old Testament (OT) theology stirred more interest than the subject of the Covenants between God and Israel. The landmark research that virtually originated a sub-field of study on the Old Testament Theology and intertextuality was George Mendenhall's *Law and Covenant in Israel and the Ancient Near East*, which was originally published as a two-part article on the journal Bible Archaeologist Vol. XVII, in issues 2 and 3, respectively on pages 26-46 and 49-76. The influence of this work, fostered by a new wealth of knowledge of biblical languages and culture, forced scholars from both Jewish and Christian traditions the reexamine this important subject.

Definition of Covenant

A lexicographic definition of “covenant” is: “(1) a binding agreement; contract; (2) law; (3) in early English law, an action in which damages were sought for breach of a sealed agreement.”

On the vernacular, the term “covenant” is becoming less usual and has, by the definition above, a character eminently legal. In order to fully understand the biblical covenant, our understanding of the word itself (and associated concepts) has to be broadened. A more theological definition is on the paragraph bellow:

A “covenant” is an agreement enacted between two parties in which one or both make promises under oath to perform or refrain from certain actions stipulated in advance. As indicated by the designation of the two sections of the Christian Bible—Old Testament (= covenant) and New Testament—“covenant” in the Bible is the major metaphor used to describe the relation between God and Israel (the people of God). As such, covenant is the instrument constituting the rule (or kingdom) of God, and therefore it is a valuable lens through which one can recognize and appreciate the biblical ideal of religious community.

Biblical Terms and Concepts

On the Bible, the term is the usual translation from the Hebrew word בְּרִית (bərî, or, in a more informal transliteration, berît), which is of uncertain etymology. Louis Berkhof summarizes saying:

The most general opinion is that it is derived from the Hebrew verb barah, to cut, and therefore contains a reminder of the ceremony mentioned in Gen. 15:17. Some, however, prefer to think that it is derived from the Assyrian word berîtu, meaning “to bind.” This would at once point to the covenant as a bond.

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Both explanations are powerful imagery that helps to build the biblical concept of covenant. Many recent studies on the covenant still dive deep on the uncertain primitive roots for the word berît, which, by most scholars, is not a problem because the semantic meaning of the word is very clear on the biblical text.\(^5\) According with Berkhof, its exact meaning “does not depend on the etymology of the word, nor on the historical development of the concept, but simply on the parties concerned. In the measure in which one of the parties is subordinate and has less to say, the covenant acquires the character of a disposition or arrangement imposed by one party on the other”\(^6\). Since the first appearance of the word berît in the Bible, in Genesis 6:18, the meaning is self evident as a relationship between God and His people.

On that first occurrence of the word berît on Genesis 6:18, it appears in the Hebrew phrase הָקִים (lit. “And I confirmed my covenant with you”). Note that the Hebrew word הָקִים (heqîm, or in a more informal transliteration hequîm) is usually translated in most Bible versions as another word for “starting something”, but the biblical evidence shows otherwise. The word hequîm is used as the Hebrew equivalent to “confirm”,\(^7\) and is used of ratifying pre-existing “words” (Deut 9:5), “promises” (2 Sam 7:25), “threats” (Jer 30:24), “oaths” (Gen 26:3), “vows” (Num 30:14). The same applies to covenants. On the other hand, the word used to “establish” or “initiate” a covenant is קָרַת (kārat, or in a more informal transliteration karat), so the expression karat berît (lit. “to cut a covenant”) is the Hebrew idiom to start a covenant, or to enter in agreement between two parties, in a similar fashion to the modern English idiom “to cut a deal”.

On Genesis 6:18 (and 9:11), is noteworthy that the phrase, as it would be properly translated, “I shall confirm my covenant with you” shows that Noah is viewed as already in a covenant relationship with God. He is not simply a perfectly righteous man; there is a covenant between him and God. This makes a further parallel between him and later Israel.\(^8\)

Genesis 6:18, among other texts, also should awake us up to the reality that it is an error to deny the presence of a covenant just because the word berît is not present or explicitly stated (as the case here is implying that there was a covenant before Noah, in Eden, even if the word berît is not used before Gen. 6:18).\(^9\) Many other Hebrew word – such פֶּן (“chesed”, Hebrew for kindness/loving-kindness) and אֱמֶת (“emet”, Hebrew for truth or faithfulness) – express the idea of a covenant. For a more lengthy discussion about the semantic field for the world covenant (i.e., where the concept of the covenant is evident, even when the word berît is not there), please read James Barr's paper “Some Semantic Notes on the Covenant”\(^10\) or similar articles.

The Greek equivalent of berît is διαθήκη (diatheke). In the Septuagint (LXX) the word berît is translated as diatheke in all occurrences, but Deut. 9:15 (translated as “marturion”, witness) and I Kings 11:11 (“entole”, commandment, precept).\(^11\) That is intriguing because a more readily available legal term was συνθήκη (suntheke). According to Berkhof, the reason was because, in the Greek world,

\(^{6}\) Berkhof, Systematic Theology, 262.
\(^{9}\) Zimmerli et al., Beiträge zur alttestamentlichen Theologie, 28–34.
\(^{11}\) Berkhof, Systematic Theology, 262.
the covenant idea expressed by suntheke was based to such an extent on the legal equality of the parties, that it could not, without considerable modification, be incorporated in the Scriptural system of thought. The idea that the priority belongs to God in the establishment of the covenant, and that He sovereignly imposes His covenant on man was absent from the usual Greek word. Hence the substitution of the word in which this was very prominent. The word diatheke thus, like many other words, received a new meaning, when it became the vehicle of divine thought. This change is important in connection with the New Testament use of the word.[emphasis is ours]\(^{12}\)

Another nuance of this choice of words is that diatheke, on both Classical and Hellenistic (koinê) Greek, was originally used used “only in an abstract and figurative sense [i.e., did not had a legal use]”\(^{13}\), which shed yet more light on the Hebrew understanding of berît and the concept of covenant, as described in the paragraph bellow:

Since there is nothing to suggest that the Jews themselves gave a new sense to the term, one can only conclude that they were adopting a common Greek sense. “διαθήκη is properly _dispositio_, an ‘arrangement’ made by one party with plenary power, which the other party may accept or reject, but cannot alter. A ‘will’ is simply the most conspicuous example of such an instrument, which ultimately monopolised the word just because it suited its differentia so completely.” It remains only to note that the existing examples of the more general sense of “disposition” are all to be found in the religious sphere.[Emphasis in bold and underline is ours]\(^{14}\)

On the New Testament, the word diatheke, as used in most of the Pauline Epistles, has its LXX basic meaning (as explained earlier) maintained, while some times Paul “enhances” its significance by introducing some legal terms, bringing forth a use similar to the Hellenistic law “to illustrate God's dealings in salvation history”.\(^{15}\) For Paul, the OT διαθήκη concept, understood even more sharply and consciously in terms of the sole operation of God and of absolute validity for the recipients [...], and also as a foundation for the new theology of history. There are two covenants, but there is only one divine will which governs salvation history and which manifests itself definitively in Christ who is both the τέλος νόμου [the end/purpose of the law] (Rom. 10:4) and the fulfillment of every promise (2 Cor. 1:20).\(^{16}\)

On the synoptics, the most significant use of diatheke is on the institution of the Lord's Supper (on Mark 14:24, which is parallel with Mathew 26:28 and Luke 22:20 [which may be the base for 1 Cor. 11:25]), where Jesus spoke of his atoning death as the fulfillment of the “widespread Jewish hope of the διαθήκη of the last days on the basis of Jer. 31:31”.\(^{17}\)

The author of Hebrews is in line with Paul as on the use of diatheke, but here the source of the theology of covenant seems clearly to be Jer. 31:31-34 (one of the OT's passage where the New Covenant is clearly announced), as shown by his explicit, yet abridged, references in Heb. 8:8–12 and 10:16, where he arguments that the second covenant is “more excellent” (gr. ἄξιονθο) than the first.\(^{18}\) But the author of Hebrews finds the essence of the two covenants (and its distinction) in the

\(^{12}\) Ibid., 262–263.


\(^{14}\) Ibid., 125–126.

\(^{15}\) Ibid., 129.

\(^{16}\) Ibid., 130–131.

\(^{17}\) Ibid., 133.

\(^{18}\) Ibid., 132.
cultic aspect:

They [both covenants] are given and ritually ordered with a view to remission, expiation and purification. The new διαθήκη as the locus of the heavenly high-priesthood of Christ, who sacrifices Himself, is the true fulfillment of the first, whose earthbound priesthood and sacrifices remained imperfect, σκια τῶν ἑπορφανιῶν[shadow of the heavenly] (Heb. 8:5).[emphasis in bold and underline are ours]19

To summarize what we covered so far and to give a compact yet theological accurate definition of Covenant, in the context of the relationship of God with His people, is an agreement enacted between two parties in which one or both make promises under oath to perform or refrain from certain actions stipulated in advance. An 'arrangement' made by one party with plenary power, which the other party may accept or reject, but cannot alter. This arrangement is based in a promise made by God of a special relationship with Him, which implies that whoever enters in such covenant owes to the Lord unquestioning obedience (i.e., total surrender to Him, in faith), which in turn results in a community of “covenanters” who enjoy His promise of protection and care.

Its is also interesting to note that, according the author of Hebrews, the new covenant has its center in the heavenly priesthood of Jesus, and the old covenant's cultic system was just a pale shadow of the new.

Structure and Basic Element of the Covenant

As mentioned earlier, the many passages of the OT that deal with the establishment or renewal of the covenant between God and His people, have been identified as having "a literary pattern which closely follows that found in the treaties of the ancient Near East."20 From those treaties, according to Mendehall, the ones most closely resembling the Biblical covenant, even because of the extensiveness and completeness of availability material, are the international convents, classified as suzerainty treaties, from the Hittite 'Empire (1450-1200 B.C.).21

Those suzerainty treaties have the following structure:

1. Preamble: Begins with a formula "thus (saith) NN, the great king, king of the Hatti land, son of NN . . . the valiant." This identifies the author of the covenant, giving his titles and attributes, as well as his genealogy. The emphasis is upon the majesty and power of the king, the Sun, who confers a relationship by covenant upon his vassal.

2. The historical prologue: This part of the treaty describes in detail the previous relations between the two. In the suzerainty treaties great emphasis is placed upon the benevolent deeds which the Hittite king has performed for the benefit of the vassal, and such a narrative is never lacking in texts which have been completely preserved. They are emphatically not stereotyped formulae, as one might expect, but are rather such careful descriptions of actual events, that they are a most important source for the historian. In the parity treaties, on the other hand, the historical prologue is more brief, for the obvious reason that frequently the previous relationships between the two was of such a sort that little good could be said, and neither could be regarded as the recipient of gifts which bound him to obedience. This section of the treaty is not mere embroidery, but a most important element, for, as Korosec says: "What the description amounts to is this, that the vassal is obligated to perpetual gratitude toward the great king because of the benevolence, consideration, and favor which he has already received. Immediately

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19 Ibid.
following this, the devotion of the vassal to the great king is expressed as a logical consequence. In other words, the mutuality of covenant is present even in these treaties, but it is most important to see that the vassal is exchanging future obedience to specific commands for past benefits which he received without any real right. Since, to receive a gift without becoming obligated is a prerogative only of the emperor, the actual position of relative strength – that is, the inability of the vassal to defend himself from overwhelmingly superior power is a fact which deprives him of any ground which would enable him to escape obligation to an overlord who has granted him a boon – frequently of kingship itself.

3 The stipulations: This section states in detail the obligations imposed upon and accepted by the vassal. They include typically, a. the prohibition of other foreign relationships outside the Hittite Empire; b. prohibition of any enmity against anything under sovereignty of the great king. The parity between the vassals, created by the Hittite king must not be changed. One cannot be a slave or dependent of another. Every hostile action against a co-vassal is hostility against the king himself, and the king promises to take the part of the oppressed. c. The vassal must answer any call to arms sent him by the king. To fail to respond is breach of covenant. (Cf. Judg 21:8 ff.). d. The vassal must hold lasting and unlimited trust in the King; he must not entertain malicious rumors that the King is acting disloyally toward the vassal ("since man is depraved"), nor must he permit any evil words against the King, for this is the beginning of rebellion. […]

4. Provision for deposit in the temple and periodic public reading: This is almost self-explanatory. Since it was not only the vassal king, but his entire state which was bound by the treaty, periodic public reading served a double purpose: first, to familiarize the entire populace with the obligations to the great king; and second, to increase the respect for the vassal king by describing the close and warm relationship with the mighty and majestic Emperor which he enjoyed. Since the treaty itself was under the protection of the deity, it was deposited as a sacred thing in the sanctuary of the vassal state--perhaps also, to indicate that the local deity or deities would not and could not aid in breach of covenant.

5. The list of gods as witnesses: Just as legal contracts were witnessed by a number of peoples in the community, so the gods acted as witnesses to the international covenants. In the written text, this section enumerates the deities who are invoked, usually a considerable number. Included are of course the gods of the Hittite state, but the pantheon of the vassal state is also included. In other words, the gods of the vassal themselves enforce the covenant. (Cf. Ezek 17:12-21).23 Most interesting for the purposes of this paper, however, is the inclusion of the (deified) mountains, rivers, springs, sea, heaven and earth, the winds and the clouds. (Cf. Dt 32:1; Isaiah 1:2).

6. The curses and blessings formula: In some ways this is the most interesting feature of the covenant. The treaty stands wholly within the realm of sacred law, so to speak, for the only sanctions for the covenant are religious ones. It goes without saying that in case of breach, the Hittite king would proceed against the vassal with military forces, possibly as the agent by which the divine curse is brought down upon the vassal, but of this there is no word in the treaties. The curses and blessings in the texts are treated, on the other hand, as the actions of the gods, and enumerate much the same sort of things as those to be found in Deut 28.22

22 Ibid., 58–60.
Scripture Reading

Please read and meditate in the following scripture text, considering what was learned about the covenant between God and His people to trying to answer the suggestive questions:

Hosea 6:7; Genesis 1:1-4:15; 6:1-22; 8:20-9:17 (please read Eze. 1:28; Rev. 4:3, and think about it)

Questions

1 – What was the first covenant?
2 – Try to identify the structure of that first covenant.
3 – Compare the covenant with Adam and Eve with the one with Noah.
Bibliography


