

## COVENANT, CONDITIONALITY, AND CONSEQUENCE: NEW TERMINOLOGY AND A CASE STUDY IN THE ABRAHAMIC COVENANT

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### I. INTRODUCTION

Ever since the groundbreaking work of Mendenhall on second-millennium suzerainty covenants and their covenant parallels in the OT, interest in the topic of covenant in Scripture has grown steadily. Proponents of various forms of covenant theology have seen covenant as the central unifying concept of Scripture.<sup>1</sup> Others do not go quite so far, but virtually all agree that a grasp of covenant is vital to an understanding of Scripture and God's interactions with mankind, Israel, and the church.

Most have assumed that the resemblance of OT covenants to second-millennium covenants is evidence that Israel adopted pagan covenant forms. Recently, Jeffrey Niehaus has suggested a turning of the tables, arguing instead that ANE covenants reflect adaptation of God's design for covenant, a design that is evident at the earliest stages of history in his interactions with Adam and Eve in Genesis 1 and 2.<sup>2</sup> If this hypothesis is correct, then the covenants of Scripture are not just a convenient way of expressing a certain kind of relationship. Instead, they exemplify and to some extent define by their example the ways in which God establishes relationships with mankind as a whole and with select groups of individuals.

Theological debate regarding covenant generally revolves around what are called biblical and theological covenants. Biblical covenants are clearly stated or presented as such in Scripture, while theological covenants must be supported through theological and logical arguments since they have no direct textual basis.<sup>3</sup> Covenant theologians often seek to subsume the biblical covenants under one or

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<sup>1</sup> Johannes Cocceius (1603–1699), author of *Doctrine of the Covenants and Testaments of God* is an early example. He sought to organize Scripture around three covenants: the covenant of works, the covenant of grace, and the new covenant. M. Eugene Osterhaven, "Cocceius, Johannes," in *The Evangelical Dictionary of Theology* (ed. Walter A. Elwell; Grand Rapids: Baker, 1984) 254.

<sup>2</sup> Niehaus argues from Gen 1:1–2:3 and 2:17 as well as Ps 47:2 and Mal 1:14 that the elements of covenant are present: "a Great King in authority over lesser rulers, with a historical background of doing good to them, with commands and with blessings, but also a curse in case of disobedience. These facts about the Genesis creation account are the stuff of covenant, and primordially so." Jeffrey J. Niehaus, "Covenant: An Idea in the Mind of God," *JETS* 52 (2009) 233.

<sup>3</sup> Covenant theologian Walton states that theological covenants are "constructed by theologians, of-ten composites of several Biblical covenants." John H. Walton, *Covenant: God's Purpose, God's Plan* (Grand Rapids: Zondervan, 1994) 61.

more overarching theological covenants that emphasize the unity of God's plan or the unity of God's people.<sup>4</sup> Dispensationalists agree that God's plan is unified and purposeful, yet they insist that distinctions between Israel and the church that are established by the biblical covenants cannot be erased or eclipsed by theological covenants.

One area of ongoing debate involves the conditionality of the Abrahamic covenant. Premillennialists and dispensationalists, who hold that Israel retains a permanent role in God's plan that can neither be forfeited by disobedience nor fulfilled by the church, establish that position on the conviction that the Abrahamic covenant is unconditional and not subject to nullification.<sup>5</sup> Covenant theologians hold that the Abrahamic covenant was conditional and therefore nullifiable, justifying the claim that God has set Israel as a national entity aside because of her failure and transferred at least part of her covenant status to the church, which in some way continues the role in which Israel failed.<sup>6</sup>

My purpose in this article is twofold. First, I want to explore whether the Abrahamic covenant is (using current parlance) conditional or unconditional, or to be more precise, nullifiable or not. This is a much-discussed topic, and I wish to contribute to that discussion. Second and perhaps more strategically, I want to explore the general concept of conditionality in covenant, and the related issue of consequences for compliance or non-compliance with responsibilities that are established in covenant. In this exploration I will propose some new terminology which I hope will help not only to clarify and streamline the discussion of covenant and conditionality, but will also help to show that some divergent views may not be quite so different as has been thought.

## II. AN OVERVIEW OF ANE COVENANTS

A brief review of key ideas regarding ANE covenant will help to open the discussion.

1. *Second-millennium ANE covenants.* Mendenhall's seminal work highlighted the place of Israel's land covenant in Deuteronomy within the cultural milieu of the late second millennium BC. His work highlighted similarities between Deuteronomy

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<sup>4</sup> For a helpful overview of covenant theologies, see Jeffrey J. Niehaus, "An Argument against Theologically Constructed Covenants," *JETS* 50 (2007) 259–73. Niehaus considers three current approaches: (1) the "covenant of grace"; (2) "the covenant"; and (3) "one divine covenant." Each of these is an attempt to find a unifying covenantal structure for God's plan as revealed in Scripture.

<sup>5</sup> J. Dwight Pentecost, *Things to Come: A Study in Biblical Eschatology* (Grand Rapids: Academie, 1964) 72–78; Charles Ryrie, *The Basis of the Premillennial Faith* (Neptune, NJ: Loizeaux Brothers, 1953) 74–75. McAvoy states the issue succinctly. "The church can only be the new Israel and the inheritor of Israel's promises given in the Abrahamic covenant if either (1) the Abrahamic covenant is shown to be conditional, or (2) the promises of the covenant are spiritualized." Steven L. McAvoy, "Abrahamic Covenant," in *Dictionary of Premillennial Theology* (ed. Mal Couch; Grand Rapids: Kregel, 1996) 29.

<sup>6</sup> See, e.g., Oswald T. Allis, *Prophecy and the Church* (Philadelphia: Presbyterian & Reformed, 1945) 31–36, 56–58; Louis Berkhof, *Systematic Theology* (Edinburgh: Banner of Truth Trust, 1939; repr. 1984) 295–97; Wayne Grudem, *Systematic Theology: An Introduction to Biblical Doctrine* (Grand Rapids: Zondervan, 1994) 521; Steven D. Mason, "Eternal Covenant" in *The Pentateuch: The Contours of an Elusive Phrase* (Library of Hebrew Bible/OT Studies 494; New York: T&T Clark, 2008) 92–93.

and Hittite suzerainty covenants.<sup>7</sup> Many have followed, exploring covenant in the OT and the contemporary ANE, focusing on the nature of covenants, the responsibilities involved, means of making covenant, and consequences of human failure to abide by covenant responsibilities.<sup>8</sup>

Writers are generally agreed that in such covenants, one party (a god, an individual, or a group) obligates himself to perform certain actions for another party. Covenants can be established between equals (parity covenant, e.g. Gen 21:27–32) or between superior and inferior parties (suzerainty covenant). Many but not all acknowledge that such covenants can be formally unilateral or bilateral (having one or two actively covenanting parties, respectively), and virtually all agree that they may contain regulations and conditional penalties.

I will focus attention on second-millennium suzerainty covenants because these were well established in the patriarchal era.<sup>9</sup> I will adopt the standard terminology “suzerain” for the superior party and “vassal” for the inferior party, whether it is an individual or a group of persons. When necessary, I will use the terms “vassal group” to emphasize that the vassal is a group of individuals, and “vassal member” to refer to a particular individual within the vassal group.

2. *Hittite covenant elements.* Second millennium Hittite suzerainty covenants generally contain the following six elements: (1) a preamble, (2) a historical prologue, (3) stipulations, (4) provision for a deposit and public reading of the document, (5) witnesses (typically gods), and (6) blessings and curses.<sup>10</sup> The historical prologue depicts the “history of prior good relations between the two parties, particularly the beneficent deeds of the suzerain on behalf of the vassal.”<sup>11</sup> Stipulations express the vassal’s obligations, and blessings and curses reflect expected outcomes depending on the degree of obedience of the vassal. The wording of the covenant generally emphasizes the willingness of the vassal to enter the covenant because the covenant will be mutually beneficial and because the suzerain has the vassal’s best interests at heart.<sup>12</sup>

<sup>7</sup> George E. Mendenhall, *Law and Covenant in Israel and the Ancient Near East* (*The Biblical Archaeologist*, 17.2 [May 1954] 26–46 and 17.3 [Sept 1954] 49–76; repr. Pittsburgh: The Presbyterian Board of Colportage of Western Pennsylvania, 1955) 878–79.

<sup>8</sup> See, e.g., Delbert R. Hillers, *Treaty-Curses and the OT Prophets* (BibOr 16; Rome: Pontificio Istituto Biblico, 1964); Dennis J. McCarthy, *Treaty and Covenant* (AnBib 21; Rome: Pontificio Istituto Biblico, 1963); Rolf Rendtorff, *The Covenant Formula* (OT Studies; Edinburgh: T & T Clark, 1998).

<sup>9</sup> Some writers believe that first millennium treaties also have a bearing on the Genesis and Sinai writings. However, such treaties are too late to have influenced the Abrahamic or Mosaic covenants, if we accept the conservative dating. For a brief discussion of similarities and differences between second- and first-millennium treaties, see Gary A. Herion, “Covenant,” in *Eerdmans Dictionary of the Bible* (ed. David Noel Freedman; Grand Rapids: Eerdmans, 2000) 291.

<sup>10</sup> George E. Mendenhall, “Covenant,” *IDB* 714. Rogers notes that some writers do not see element (4) as universally present. Cleon L. Rogers, “The Covenant with Abraham and Its Theological Setting,” *BSac* 127 (1970) 245.

<sup>11</sup> Herion, “Covenant” 291.

<sup>12</sup> Mendenhall, “Covenant” 714. Youngblood writes, “covenant relationship stressed mutual loyalty and love between even the most exalted monarch and the lowliest slave rather than crushing overlordship or craven submission.” Ronald Youngblood, “The Abrahamic Covenant: Conditional or

3. *OT covenant analogs.* Many have argued that a well-defined covenant formula is evident in some OT texts, a formula that closely parallels extrabiblical Hittite treaties. Others view this formula as somewhat artificial without denying the similarities entirely, insisting that in the OT the formula is never complete.<sup>13</sup> Niehaus notes that in Gen 1:1–2:3, and in the Noahic, Abrahamic, Mosaic, and Davidic covenants, “elements of the narrative correspond to elements of the late second millennium BC international treaty form.” He views the presence of these elements as highly significant, even when their order in the text does not strictly match the Hittite pattern.<sup>14</sup>

4. *Terms for covenant and covenant actions.* The only term for covenant appearing in the OT is *בְּרִית*. Studies of its Akkadian etymology have suggested the possible meanings of “bond,” “mutual arrangement between two parties,” “obligation,” and “something set apart,” but the results are not conclusive.<sup>15</sup> Usage suggests that the word can refer to a covenant itself, or to a sign of a covenant.<sup>16</sup>

Several important verbs take *בְּרִית* as their object. Most important is the verb *כָּרַת*, meaning “to cut.” Together the combination means “to make a covenant” or more literally “to cut a covenant.” The combination pictures the initial creation of binding covenant obligations by means of a sacrificial rite. This combination appears in Genesis only in 15:18 and 21:27, 32. Of these, only 15:18 involves Abraham and God.

A second important verb is *קוּם*. This verb takes *בְּרִית* as its object in Gen 17:7, 19, and 21. The combination is often translated as “establish covenant” but this translation can be misleading. The combination likely describes not the initial cutting of a covenant, but rather the carrying out, fulfillment, or reaffirmation of obligations previously expressed in an already-extant covenant.<sup>17</sup>

A third verb *בִּעַשׂ* often takes *בְּרִית* as its object, with the meaning “to swear a covenant” or “to make a covenant.” This phrase appears in Deut 4:31; 7:12; 8:18; and 31:20. Of these, 31:20 seems to be a clear reference to the Abrahamic covenant, while the others probably refer to the Mosaic or land covenant. Significantly, Ps 89:3 parallels the phrases *כָּרַתִּי לְבַחֲיָרִי* (“cut a covenant with My chosen”) and *נִשְׁבַּעְתִּי לְדָוִד עַבְדִּי* (“sworn to My servant David”), suggesting the equivalence of

Unconditional?,” in *The Living and Active Word of God: Essays in Honor of Samuel J. Schultz* (ed. Morris Inch and Ronald Youngblood; Winona Lake, IN: Eisenbrauns, 1983).

<sup>13</sup> Lothar Peritt, “Covenant: OT” in *The Encyclopedia of Christianity* (ed. Erwin Fahlbusch, et. al.; Grand Rapids: Eerdmans, 1999) 710.

<sup>14</sup> Jeffrey J. Niehaus, “Covenant and Narrative, God and Time,” *JETS* 53 (2010) 539.

<sup>15</sup> Gordon J. McConville, “*בְּרִית*,” in *NIDOTTE* 1:732. Youngblood argues against the idea of bond or fetter, and argues for the fundamental concept of mutuality or “between-ness.” Youngblood, “Abrahamic Covenant” 34–35.

<sup>16</sup> See, e.g., Gen 17:9–10.

<sup>17</sup> Martens argues for the particular meaning “to establish” in the sense of “carry through” in the Hiphil. Elmer A. Martens, “*קוּם*,” in *NIDOTTE* 3:900–1. Koehler and Baumgartner agree with the meaning “to keep” in Gen 17:7, 9, 21 (*HALOT* 2.1088). BDB gives a wider range, arguing that the verb can mean “to confirm, to give effect to, to carry out” or “to make, to ratify” [i.e. to cut] a covenant (BDB 879). BDB’s broader semantic range may perhaps reflect a non-committal stance on the use in Genesis 17.

taking an oath and cutting a covenant in at least some cases. Ezekiel 16:8 similarly supports this conclusion.<sup>18</sup> I will examine the phrase “break covenant” later, for reasons that will become apparent.

5. *Nature of OT covenants.* Mendenhall defines a covenant as “a solemn promise made binding by an oath, which may be either a verbal formula or a symbolic action. Such an action or formula is recognized by both parties as the formal act which binds the actor to fulfill his promise.”<sup>19</sup> Similarly, Goldingay writes, “A covenant is a formal commitment made by one party to another party, or by two parties to one another; its seriousness is normally undergirded by an oath and/or rite undertaken before God and/or before other people.”<sup>20</sup>

These definitions highlight a subtle but important point. While a covenant may be bilateral in having two active participants, the basic building block of all covenants is the unilateral oath of the oath-taking party. Mendenhall observes that “because a person can bind only himself by an oath, covenants in the ancient world were usually unilateral. In circumstances in which it was desirable to establish a parity (equivalence) treaty...the parity was obtained by the simple device of what might be termed a double covenant, in which both parties would bind themselves to identical obligations.”<sup>21</sup> This raises the issue of whether a covenant is nullified when one party fails to uphold his covenant responsibilities.

Here it may help to contrast OT covenant with modern-day contract. In the latter, while each states his intent to provide specified services or benefits to the other, neither party is bound by the contract until both have signed. Failure of one party to perform will generally release the other from his contractual obligations. This provision is often expressed in an escape clause.<sup>22</sup>

No such provisions are formally made in OT covenants. Therefore it remains debatable whether the failure of one party to fulfill his responsibilities will free the other party from his. In current parlance, the question is whether the covenant is conditional (i.e. nullifiable) or unconditional (not nullifiable). Archer appears to reject this sense of conditionality when he states, “A general characteristic of the OT *bērit* is its unalterable and permanently binding character.”<sup>23</sup> Continued debate

<sup>18</sup> In Ezek 16:8, God states, “Yes, I swore [שבַּעַן] to you and entered into a covenant [בְּרִית] with you, and you became Mine” (NASB). The verb “cut” (כָּרַת) does not appear here, but clearly the cutting of a covenant is in view here. In 2 Sam 21:2, the verb שָׁבַעַת is used alone as a shortened reference to cutting a covenant, but no noun for “covenant” is actually present.

<sup>19</sup> Mendenhall, “Covenant” 714.

<sup>20</sup> John Goldingay, “Covenant, OT and NT,” in *The New Interpreter’s Dictionary of the Bible* (ed. Katharine Doob Sakenfield; Nashville: Abingdon, 2006) 1.767.

<sup>21</sup> George E. Mendenhall, “Covenant,” in *Encyclopaedia Britannica* (Britannica.com, 2012). Harless concurs that the building block of the biblical covenants is the unilateral covenant. Hal Harless, *How Firm a Foundation: The Dispensations in the Light of the Divine Covenants* (Studies in Biblical Literature 63; New York: Peter Lang, 2004) 11.

<sup>22</sup> Interestingly, many modern marriages are established on the condition of a so-called prenuptial agreement, a separate legal contract enacted prior to the marriage which functions as an escape clause, effectively turning the otherwise permanent marriage covenant into a nullifiable legal contract.

<sup>23</sup> G. L. Archer, Jr., “Covenant,” in *Evangelical Dictionary of Theology* (ed. Walter A. Elwell; Grand Rapids: Baker, 1984) 277.

on the conditionality of OT covenants (particularly the Abrahamic covenant) indicates that not all agree that OT covenants are unconditional.

6. *Formalization of covenants.* Various conventions (a sacrifice, a ritual meal, or the sharing of salt) may be utilized in the cutting of various kinds of covenant. Covenants were often solemnized by sacrificial rituals, which served to portray the fate of an unfaithful taker of a covenant oath.<sup>24</sup> Although such sacrifices were often used to express the cutting of a covenant, previous discussion of verbs that take *קָרַת* as object supports the view that an oath is at least sometimes sufficient without a ritual.

7. *Self-malediction and covenant.* An additional area of dispute concerns whether an overt or implied vow of self-malediction is necessarily involved in OT covenants involving God. Self-malediction is equivalent to saying, "May I die if I fail to fulfill my oath."<sup>25</sup> The covenant-cutting ritual of Gen 15:9–12 is viewed by many as implying such an oath by God.<sup>26</sup> Others question the appropriateness of divine self-malediction.<sup>27</sup> Either way, God is expected to remain true to his covenant obligations.

### III. PROPOSED COVENANT TERMINOLOGY

To foster clarity and precision of discussion, I will now propose some new terminology for classifying covenants and the dynamics of covenants. In doing so, I hope to make the discussion of the Abrahamic covenant that follows both more efficient and more clear.

1. *Covenant obligations.* Covenants center around responsibilities, but these responsibilities are not all of the same kind. First, there are covenant obligations. By covenant obligations I mean whatever an actively covenanting party obligates himself to do or not do when the covenant is made. Covenant obligations are verbally expressed or implied when the covenant is cut, whether that cutting involves a ceremony or is purely verbal.

When two parties actively make covenant, each takes on covenant obligations. For example, in the Mosaic covenant, both the divine suzerain and the vassal Israel took on covenant obligations. However (as I will show below) not every responsibility that applies to the vassal is a covenant obligation. In a unilateral covenant,

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<sup>24</sup> Harless, *How Firm a Foundation* 11–12.

<sup>25</sup> A sacrifice often provided a visual reminder of the penalty of non-performance. For example, in one eighth-century treaty, the two parties (kings) state that their decapitated and dismembered sacrifices are not just animals, but themselves and their people. Each calls down decapitation and dismemberment upon himself and his people if they should sin against the treaty (*ibid.*).

<sup>26</sup> Both Hillers and McComiskey see Gen 15:17 as clearly implying a self-malediction by God. Delbert R. Hillers, *Covenant: The History of a Biblical Idea* (Baltimore: Johns Hopkins University Press, 1969) 103; Thomas Edward McComiskey, *The Covenants of Promise: A Theology of the OT Covenants* (Nottingham: InterVarsity, 1985) 60. So does John Bright, *Covenant and Promise: The Prophetic Understanding of the Future in Pre-Exilic Israel* (Philadelphia: Westminster, 1976) 4.

<sup>27</sup> For example, Hasel finds inadequate support for the concept of self-malediction in Genesis 15. Gerhard F. Hasel, "The Meaning of the Animal Rite in Genesis 15," *JSOT* 6 (1981) 70.

only one party takes on covenant obligations because only that party actively makes covenant. I will discuss this case further under the topic of laterality below.

2. *Covenant regulations*. Related to covenant obligations, but different, are covenant regulations. In a suzerainty covenant, covenant regulations are additional laws or duties which the suzerain imposes upon the vassal after the covenant has been cut. Covenant regulations may provide specifics on how the vassal should fulfill his covenant obligations to the suzerain, but they are supplemental to and distinct from covenant obligations.

This distinction is a subtle but crucial point, best clarified by illustration. In the Mosaic covenant which was cut in Exod 24:1–8, God obligated himself to enter a special relationship with Israel, and Israel obligated herself to live according to the Decalogue and the other obligations expressed in Exodus 21–23.<sup>28</sup> Subsequent to the cutting, God imposed extensive additional covenant regulations upon Israel, such as the instructions for the construction of the tabernacle in Exodus 25–31, and the legislative portions of Leviticus and Deuteronomy. The fact that some of the covenant obligations are referred to or repeated within the discussion of covenant regulations does not entail that the two are the same.

My choice of terms here is intentional. Covenant obligations indicate what each party obligates himself to do in the covenant. In contrast, covenant regulations are *imposed by the suzerain upon the vassal* to regulate the vassal's behavior after he has entered into the covenant. Here it will help to state the obvious, namely that in a suzerainty covenant, the vassal lives under the authority of the suzerain. That authority entails the suzerain's right to regulate the behavior of the vassal as the covenant relationship progresses.

With regard to the Abrahamic covenant, the distinction between covenant obligations and covenant regulations becomes crucial. Is God's command to Abraham to circumcise himself and his household in Genesis 17 a covenant obligation or a covenant regulation? How does compliance or noncompliance affect the covenant itself? Is the command to sacrifice Isaac in Genesis 22 a covenant obligation, a covenant regulation, or a precondition to the cutting of a covenant? How one delineates covenant obligations and regulations will profoundly influence how he understands a given covenant.

3. *Covenant laterality*. The laterality of a covenant describes the number of actively covenanting parties. In a bilateral covenant, both parties actively make covenant and take on covenant obligations. In a unilateral covenant, only one party actively makes covenant and takes on covenant obligations; the other party is passive in the sense that he does not take on covenant obligations. The imposition of covenant regulations does not render a covenant bilateral.

Perhaps the best evidence for the laterality of a covenant is found in the cutting ceremony or its verbal equivalent. It is apparent that only those parties who actively participate in that ceremony are actually taking on covenant obligations,

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<sup>28</sup> "Now therefore, if you will indeed obey My voice and keep My covenant, then you shall be a special treasure to Me above all people, for the earth is Mine. And you shall be to me a kingdom of priests and a holy nation" (Exod 19:5–6 NKJV).

because these are self-imposed. For example, the Davidic covenant (2 Sam 7:12–17) and the Noahic covenant (Gen 9:9) are generally recognized as unilateral, and the Mosaic covenant as bilateral (see Exod 24:3, 8).

Again, I recognize that not all will agree that unilateral covenants as I have defined them exist. Some categorically deny them, such as Eichrodt: “the attempt to understand the *berith* as a solemn assurance which obligates only the giver is seen to be an abstraction, which ignores the sociological aspect of the phenomenon.... The *berith*, as part of its very nature, assumes the obligation, also of the receiver.”<sup>29</sup> However, I would argue that Eichrodt’s statement here evidences two errors characteristic of the denial of unilateral covenant: (1) a failure to distinguish between mankind’s fundamental and preexisting responsibilities to God by right of creation;<sup>30</sup> and (2) the failure to distinguish between covenant obligations and covenant regulations.

4. *Covenant non-compliance.* It is when we consider the consequences for failing to abide by one’s covenant that much confusion enters in. I have purposely placed the discussion of covenant conditionality after this section, for reasons that will soon become clear.

Here it will help to recall the symbolic significance of the ANE covenant-cutting procedure. The forming of a corridor walled by pieces of dismembered animals and the passing of one or both parties through this corridor would be accompanied by a voiced or implied expression of one’s covenant obligations, and a vow of self-malediction invoking death as the penalty for non-compliance to those obligations (cf. Jer 34:18). The dead, bloody sacrifices provided a striking visual reinforcement of the solemnity of the event. Thus death was the implied consequence for failure to uphold covenant obligations.

Here it is vital to note that there is no reason to assume that the penalties for noncompliance to covenant regulations are the same as those for noncompliance to covenant obligations. This should be self-evident, as the only responsibilities extant when the covenant is made are covenant obligations. The importance of this distinction will soon become clear.

5. *Covenant consequences and penalties.* With the terminology defined above in hand, we can address the issue of consequences for non-compliance in suzerain-vassal covenants. As long as both parties are faithful, the consequences will presumably be favorable for all. Nothing more need be said. But what happens when the vassal does not fulfill his covenant obligations, or does not obey the covenant regulations that have been imposed on him? Some kind of penalty imposed by the suzerain on the vassal eventually becomes appropriate.<sup>31</sup>

<sup>29</sup> Walther Eichrodt, “Covenant and Law,” *Int* 20 (1966) 306.

<sup>30</sup> For a discussion of evidence for an Adamic covenant with all of mankind that entails such responsibilities, see Niehaus, “An Idea” 231–34.

<sup>31</sup> An interesting (but not particularly germane for present purposes) dynamic enters here due to the fact that the suzerain does not generally discipline the vassal immediately for non-compliance. In the case of a human sovereign, limited knowledge of the vassal’s actions is the cause. But in the case of God and Israel, God’s patience can lead to delays that are easily misunderstood. See Jer 44:11–23 for a tragic case of misinterpretation of God’s patience in imposing penalties for covenant non-compliance.



I now propose two new terms to describe penalties for covenant non-compliance. *Obligatory penalties* are penalties for a party's failure to uphold his covenant obligations (if any). *Regulatory penalties* are penalties for the vassal's failure to obey covenant regulations. Since all covenant responsibilities are obligations or regulations, all penalties must fall into one of these classes.

What is the range of possible penalties for covenant non-compliance in covenants between God and men? As I see it, all conceivable penalties must necessarily fall into one of three possible types: (1) the vowed death penalty; (2) nullification of the covenant; and (3) punitive and corrective actions that involve neither death nor nullification of the covenant.

With regard to the third type of penalty, examples are readily found in the OT. Punitive and corrective penalties for the Mosaic covenant are listed in Lev 26:14–45 and Deut 28:15–68. That these penalties are both punitive and corrective is evident from their painful nature and from God's repeated statements that their goal is to correct wrong behavior and build habits of right behavior.<sup>32</sup> Another example of this kind of penalty can be seen in God's warnings to David's son in 2 Sam 7:14–15. While the warning to David's son is serious, God promises to limit himself to chastising the son, and vows not to end the son's kingly line. It seems clear that these are all regulatory penalties.

Regarding the first type of penalty, the death penalty, the situation is complex. Part of that complexity comes from the fact that in God's covenants, the vassal is a multi-person, diachronic vassal group. This raises the question, "Who, exactly, should be executed if the death penalty is incurred?" Another part of the complexity comes from the distinction between mortal death and eternal death. This issue has important soteriological implications for the pre-cross economy.<sup>33</sup> Yet another part comes from the question of whether death, when imposed, is an obligatory penalty or a regulatory penalty.

God did impose the penalty of mortal death on individual vassal-members in numerous cases (e.g. mankind in the Noahic flood, Nadab and Abihu in Leviticus 10, the over-twenty group in Numbers 14, Korah and his cohorts in Numbers 16, the man who gathered sticks on the Sabbath in Numbers 15, Moses in Deuteronomy 32, and Achan in Joshua 7). In some of these instances (notably those of Nadab, Abihu, and Moses), the death penalty was imposed on individuals whose status as accepted by God and eternally saved is unquestionable. Eternal death was

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<sup>32</sup> "And after this, . . . if you do not obey Me, then I will punish you seven times more" (Lev 26:18); "if you are not reformed by Me, but walk contrary to Me, then I will walk contrary to you, and I will punish you yet seven times for your sins" (Lev 26:23–24); "if you walk contrary to Me, then I will walk contrary to you in fury, and I, even I, will chastise you seven times for your sins" (Lev 26:27–28). These warnings indicate that the purpose of these penalties for non-compliance to covenant regulations is to drive the Israelites back to obedience and to train them to walk more obediently.

<sup>33</sup> For example, much theological confusion has been raised by misinterpretation of Lev 18:5 as a warning of eternal death for covenant non-compliance. For an excellent discussion and clarification, see Walter C. Kaiser, "Leviticus 18:5 and Paul: Do This and You Shall Live (Eternally?)," *JETS* 14 (1971) 19–28.

not involved. In these three cases at least, it seems clear the penalty was a regulatory penalty, not an obligatory penalty.

Significantly, there is no case in Scripture of God executing an entire vassal group, and Scripture seems to make a point of this. In the Noahic flood God imposes a near-universal death penalty on the entire race, yet he limits its extent by saving Noah and his household. This suggests strongly that God felt obligated to preserve the human race in order to fulfill his Adamic covenant obligations to mankind. In the case of the golden calf, God says to Moses, “Now therefore, let Me alone, that My wrath may burn hot against them and I may consume them. And I will make of you a great nation” (Exod 32:10 NKJV). The verbal similarity of the last phrase with Gen 12:2 (“I will make you a great nation”) suggests that he considered himself obligated not to terminate the line of Abraham, again because of his existing covenant obligations to the vassal group consisting of Abraham and his line. In each of these examples, it is hard to see how either of these groups could have failed more seriously to carry out their covenant responsibilities, or how they could have more grievously provoked their divine suzerain—and yet God neither exterminates them as vassal groups nor nullifies his covenants with them. These examples strongly suggest that God considers his covenant obligations to be permanent and his covenants non-nullifiable.

That observation leads us to the second type of penalty, the possible penalty of covenant nullification in God’s covenants with men. Do such covenants ever carry such a penalty? Can God nullify a covenant in which he is a party? Has he ever done so? These are hotly debated issues, and they are intimately tied up with the next issue, namely that of covenant conditionality.

6. *Covenant conditionality.* In addressing the issue of covenant conditionality, I suggest that we start with a premise with which all can agree. Some of the covenants of Scripture contain, “If...then” clauses, and therefore some kind of conditionality is an aspect of at least some covenants in Scripture. An obvious example is the Davidic covenant in 2 Samuel 7:14–15. Another is found in Leviticus 26 and Deuteronomy 28, where God’s words might be summarized, “If you walk faithfully with Me, I will reward you by blessing you and your land, but if you walk unfaithfully I will punish you by cursing you and your land.”

All would agree that there are conditions in some of the OT covenants. But there is strong disagreement in at least two areas. First, does the presence of conditions make a covenant conditional? Second, when a vassal breaks covenant, can his disobedience nullify the covenant, releasing the suzerain from his obligations?

I have been intentionally imprecise in the way that I have stated these questions, because (1) I want to urge the need for precise terminology; and (2) I want to distinguish between two kinds of covenant breaking. Let us again restrict our attention to suzerain-vassal covenants where the party at fault is the vassal.

I now introduce two additional terms. A covenant is *obligation-conditional* for the vassal if his failure to fulfill his covenant obligations frees the suzerain to impose a predetermined obligatory penalty. For a bilateral obligation-conditional covenant established by the usual covenant-cutting ceremony, this predetermined penalty is the death of the vassal. If in such a covenant the obligatory penalty of death

is imposed, and *if it terminates the existence of the entire vassal group*, this will clearly free the suzerain from his covenant obligations and for all practical purposes nullify the covenant. Nevertheless, it is important to note that this nullification is merely a result of imposing the death penalty; nullification itself is not the obligatory penalty. It seems self-evident that by their very nature, all bilateral covenants are obligation-conditional for the vassal, though it should not be assumed without proof that if such a covenant is established through something other than a cutting ceremony, it must have a prescribed obligatory penalty of death.

As the reader has probably anticipated, a covenant will be labeled *regulation-conditional* if the vassal's failure to obey covenant regulations frees the suzerain to impose regulatory penalties. Virtually any covenant with regulations will be regulation-conditional, because regulations generally imply (even if they are not stated) penalties for disobedience. A covenant can be obligation-conditional, regulation-conditional, or both.

It is important to note that a unilateral covenant cannot be obligation-conditional for a passive vassal. In such a case, if the suzerain imposes no regulations on the passive vassal, then the covenant is clearly neither regulation-conditional nor obligation-conditional. But even if the suzerain does impose regulations, since the vassal has taken on no covenant obligations, disobedience of those regulations can lead only to the imposition of regulatory penalties, not obligatory penalties. When dispensationalists say that the Abrahamic covenant is unconditional, they have this kind of covenant in mind.

7. *Breaking covenant.* Here I must address the term "break covenant." Does the presence in the OT of this phrase prove that covenants can be nullified in response to noncompliance of a vassal to either covenant obligations or covenant regulations? A quick survey of OT uses of the phrase will help to answer the question.

The phrase generally translated as "break covenant" joining the verb פָּרַר with the object בְּרִית appears 22 times in the OT.<sup>34</sup> The semantic range of the verb by itself includes "break," "violate," "frustrate," "nullify," "foil."<sup>35</sup> A contextual examination of this phrase indicates that in regard to human vassals, the phrase can describe noncompliance to either covenant obligations or covenant regulations; and when used with regard to God, it is used to affirm his faithfulness both to fulfill his covenant obligations and to impose regulatory penalties.<sup>36</sup> The similar-in-meaning

<sup>34</sup> Gen 17:14; Lev 26:15, 44; Deut 31:16, 20; Judg 2:1; 1 Kgs 15:19; 2 Chr 16:3; Isa 24:5; 33:8; Jer 11:10; 14:21; 31:32; 33:20–21; Ezek 16:59; 17:15–16, 18–19; 44:7; Zech 11:10.

<sup>35</sup> BDB 830; and Tyler F. Williams, "פָּרַר," in *NIDOTTE* 3.692. The meaning "frustrate, make ineffectual, nullify" seems to focus on counsel and advice, while "break, violate" appears to focus on covenant.

<sup>36</sup> Contextual study suggests the following classification of the uses of the phrase פָּרַר בְּרִית. Some particular cases are debatable, but the overall distribution seems clear. Israelites breaking covenant obligations: Gen 17:4; Lev 26:15; Ezek 44:7 (3 cases). Israelites breaking covenant regulations: Deut 31:16; 31:20; Jer 11:10; 31:32 (4 cases). Israelites breaking both covenant obligations and regulations: Ezek 16:59 (1 case). God not breaking his covenant with Israel, but being true to his covenant obligations: Jer 14:21 (1 case). God being faithful to carry out regulatory penalties: Lev 26:44; Judg 2:1 (2 cases). God not breaking his covenant with creation: Jer 33:20 (1 case). Human kings breaking covenant with other

but much less common phrase joining the verb **הָלַל** with object **בְּרִית** occurs only twice, and only in the Psalms.<sup>37</sup> Both uses of this latter phrase seem to refer to noncompliance with covenant obligations.

If the phrase “break covenant” applied solely to noncompliance with covenant obligations, its presence might support the possibility of covenant nullification. However, this is not the case, and therefore it is a logical *non sequitur* to conclude that “break covenant” means “nullify the covenant” or that breaking covenant leads to nullification.

8. *Some initial conclusions.* Through the introduction of more precise terminology and a brief consideration of some of the biblical evidence, I have sought to make the following points.

(1) Covenant obligations and covenant regulations are not the same.

(2) Covenants may be classified as bilateral or unilateral.

(3) In a bilateral covenant, covenant obligations are taken on by both active parties, and covenant regulations may be imposed by the suzerain on his vassal after the cutting of the covenant. In a unilateral covenant, only the suzerain takes on covenant obligations, though he may still impose covenant regulations on the passive vassal.

(4) Parties that actively make covenant generally make or imply a self-maledictory vow tied to compliance with their covenant obligations.

(5) Penalties on a vassal fall into the distinct categories of obligatory penalties and regulatory penalties.

(6) Some covenant penalties for the vassal are punitive and corrective, and incurring these does not necessarily entail nullification of the covenant. These are regulatory penalties.

(7) Conditional covenants may be classified as obligation-conditional, regulation-conditional, or both.

(8) The presence of conditions in a covenant does not necessarily mean that the covenant is nullifiable.

(9) The presence of the phrase “break covenant” in the OT does not prove that covenants can be nullified.

#### IV. CAUSES OF CONFUSION REGARDING COVENANT

With the previously defined terminology at our disposal, it will be easy to cite some of the causes of confusion in the discussion of OT covenant, especially regarding conditionality. I see at least nine causes of confusion.

(1) A failure to discern which covenants are bilateral and which are unilateral.

(2) A failure to distinguish between covenant obligations and covenant regulations.

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kings: 1 Kgs 15:19 (cf. 2 Chr 16:3); Isa 33:8; Ezek 17:15, 16, 18 (3 cases). Humankind as a whole breaking covenant with God: Isa 24:5 (1 case).

<sup>37</sup> The phrase **הָלַל בְּרִית** appears only in the Psalms. Ps 55:20 is probably speaking of a treaty between King David and another king, which that king failed to uphold. Ps 89:34 is God's vow not to break his covenant with David.

(3) A failure to distinguish between obligatory penalties and regulatory penalties.

(4) A failure to distinguish between obligation-conditionality and regulation-conditionality.

(5) Assuming that the mere presence of conditional elements in a covenant means that the covenant is nullifiable.

(6) Disagreement regarding when a covenant has been cut, which leads to confusion regarding which vassal responsibilities are covenant obligations and which are covenant regulations.

(7) A failure to adequately consider the dynamics of diachronic, multi-person vassal groups.

(8) Disagreement regarding the special case of covenant signs.

(9) Difficulty of communication about covenant concepts due to inadequate terminology.

The last cause is often a major culprit. Writers (1) mean different things when they use the term “conditional” and (2) lack precise and commonly accepted terminological tools to discuss conditionality, and both of these issues lead to failure to communicate clearly. When dispensationalists say that a covenant is unconditional, they mean that it is not obligatory-conditional for the vassal and therefore cannot be nullified, though regulation-conditionality may be present. Rogers is one example.<sup>38</sup> When covenant theologians say that a covenant is conditional, they are often simply saying that some kind of conditions are present, usually without observing the distinction between obligation-conditionality and regulation-conditionality. Youngblood exemplifies this position.<sup>39</sup>

The following quote from Youngblood (who is commenting on Rogers)<sup>40</sup> will serve to highlight this terminological confusion:

I would prefer to say that whereas the conditional elements in the Abrahamic covenant preponderate over its unconditional elements, the fulfillment of its promises for a believing remnant (Lev 26:40–45) is guaranteed by its quality of everlastingness (Gen 17:7, 13) which, in turn, springs from its divine establishment (15:18; 17:2, 7)...one can hold to the conditionality of the Abrahamic covenant while still affirming the certainty of its fulfillment.<sup>41</sup>

Rogers calls the covenant “unconditional,” while Youngblood calls it “conditional.” Nevertheless, Rogers and Youngblood would almost surely agree that the

<sup>38</sup> See Rogers, “Covenant with Abraham” 252–53. Rogers states of Genesis 15 that “this covenant places no stipulations on Abraham. It is completely unconditional, with God assuming all responsibility” (ibid. 252). His statement that “God [assumes] all responsibility” falls short of a full definition of what he means by “unconditional.” A definition is perhaps implied when he later notes that “the guarantee of the validity and certainty of the covenant is illustrated...by God’s oath based on His own person” (ibid. 256).

<sup>39</sup> See Youngblood, “Abrahamic Covenant.” On pp. 36–41, he cites fifteen conditional elements of the Abrahamic covenant to support his conclusion on p. 44 that “the Abrahamic covenant is conditional.” Unfortunately, Youngblood never defines the term “conditional.”

<sup>40</sup> Rogers, “Covenant with Abraham.”

<sup>41</sup> Youngblood, “Abrahamic Covenant” 36 n. 23.

covenant is certain of fulfillment because of its divine establishment, though they would likely disagree on the details of how this fulfillment will unfold. Presumably Rogers would argue that the covenant will be fulfilled through Israel, while Youngblood would argue that the covenant has been transferred to the church and its fulfillment will not be limited to Abraham's genetic line. Despite these differences, and although they strongly disagree about whether the covenant should be classified as conditional or unconditional, it appears that their positions are closer than the traditional "conditional vs. unconditional" debate would seem to indicate.

## V. A CASE STUDY IN THE ABRAHAMIC COVENANT

With the above foundations laid, we turn to the chapters in Genesis that bear on the Abrahamic covenant: 12, 13, 15, 17, and 22. I will use the names Abraham and Sarah throughout the discussion, though this is anachronistic until Genesis 17. Through this case study I hope to show how my proposed terminology will clarify the issues of covenant conditionality and consequences.

1. *Genesis 12*. Genesis 12:1–3 is foundational for the Abrahamic covenant. The passage involves a call and a series of declarations regarding YHWH's future work for Abraham and his posterity. In v. 1 YHWH calls Abraham to leave his country and family and to go to "a land which I will show you" (NASB). In vv. 2 and 3 he states that he will (1) make Abraham a great nation; (2) bless him; (3) make his name great; (4) make him a blessing; (5) protect him by blessing and cursing others in accord with their treatment of him; and (6) bless all families of the earth in him. Most writers classify these declarations as promises, though views on whether they are yet binding, and whether a covenant yet exists, are diverse. These are often called the land, seed, and blessing promises.<sup>42</sup> Verse 4 indicates that Abraham responds by obeying God's command, though the chronology and significance of that response of obedience are much debated. Most positions in the literature fall more or less into one of the two following views.

a. *View #1*. If one accepts Stephen's statement in Acts 7:2–4 as factually correct and as a partial citation of Gen 12:1–3, two important points are established.<sup>43</sup> (1) Abraham received both the command and the promises of Gen 12:1–3 as a unit in Ur of the Chaldeans (Gen 11:31) before departing for the promised, but as yet unspecified, land. Genesis 11:31 and Neh 9:7 indirectly support the same point.<sup>44</sup> (2)

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<sup>42</sup> Though the land is not specifically mentioned in Gen 12:2–3, most see it implied in Gen 12:1 and acknowledge a land promise in Gen 12:7.

<sup>43</sup> Stephen indicates in Acts 7:2–4 that God's call to depart came when Abraham was still in Ur and before he sojourned in Haran. The wording of Stephen's statement in Acts 3 exactly matches that of the LXX of Gen 12:1, except that Stephen drops the phrase *καὶ ἐκ τοῦ οἴκου τοῦ πατρὸς σου* ("and from the house of your father") and adds the interjection *καὶ δεῦρο* ("and come"), perhaps for brevity and emphasis. The nearly identical wording, plus Stephen's obvious desire to appeal to an authority that his hostile audience would respect (i.e. Scripture), strongly suggests that Stephen is in fact quoting Gen 12:1.

<sup>44</sup> Genesis 11:31 reads, "And Terah took his son Abram and his grandson Lot, the son of Haran, and his daughter-in-law Sarai, his son Abram's wife, and they went out with them from Ur of the Chaldeans to go to the land of Canaan." The lamed preposition indicates purpose in the phrase *לְלֶכֶת אֶרְצָה כְּנָעַן*, showing that when Abraham left Ur it was for the purpose of going to Canaan. Likewise, Neh 9:7

God committed to fulfilling his six declarations before Abraham had any opportunity to act. Therefore they are promises, not potential rewards conditioned upon Abraham's yet-to-be-demonstrated obedience. In this view, Gen 11:27–32 (the trip from Ur to Haran) records the first step in Abraham's obedience to God's command, and 12:4–6 records the second step, bringing Abraham to Shechem.<sup>45</sup> YHWH then appears to Abraham, and makes this statement: "To your descendants I will give this land" (12:7 NASB). This declaration identifies for Abraham the land promised in 12:1. Points already made show that 12:7 is not a bestowal conditioned upon Abraham's obedience.

b. *View #2.* If one denies the factual accuracy of Stephen's statement in Acts 7:2–4, or holds that it refers to a conversation not recorded in Genesis that took place in Ur whereas Gen 12:1–3 was spoken in Haran, the picture changes quite a bit.<sup>46</sup> Here it remains possible to argue that God uttered Gen 12:1–3 in Haran after Abraham's obedience to YHWH's command of Acts 7:3 to leave his country, and therefore the promises of 12:2–3 were conditioned upon his obedience to that command. In this view, 12:7 can be viewed as a reward bestowed upon Abraham as a result of his then-completed obedience to the full command to "leave" Ur and "go" to the land that God would show to him.

Proponents of view #1 will object, "Yes, but even view #2 recognizes that after Abraham met the condition by obeying the command to go to Haran, God made the declarations of 12:2–3, and once declared, they are unconditional promises." Proponents of view #2 will retort that the command required Abraham both to leave his country and to go to the land of promise, and since in Haran he had not yet done the latter when declarations were made, implied conditionality might still be present. However, it makes little sense to argue that God uttered Genesis 12:1 in Haran. Why would he command Abraham to leave his country (Ur of the Chaldeans) when he had already done so? This strengthens the objection to view #2, but it is still not conclusive.

Those who claim that God's declarations in 12:2–3 are unconditioned promises and those who counter that they were rewards conditioned on Abraham's obe-

("You are the LORD God who chose Abraham and brought him out of the land of the Chaldeans") indicates that Abraham's country of origin was Ur of the Chaldeans. This, joined with Gen 12:2 ("Get out of your country"), suggests again that God called Abraham when he was in Ur. John H. Sailhamer, "Genesis," *EBC* 1:109–10.

<sup>45</sup> If one questions why the trip to Haran is placed in chapter 11, prior to the command of Gen 12:1 that preceded it chronologically, a ready answer is found in the fact that Gen 11:27 gives the תולדת of Terah, father of Abraham, thus introducing Abraham into the account. Genesis 11:28–32 can be seen as a parenthetical explanation of what becomes of Terah before the account focuses on Abraham.

<sup>46</sup> Niehaus claims that Stephen's statement is in error. He attributes this to "the passion of the moment as he addresses his adversaries in a perilous situation." Jeffrey J. Niehaus, "God's Covenant with Abraham," *JETS* 56 (2013) 257. This is special pleading. Niehaus seems to be motivated by his desire to show that Stephen's statement in Acts 7:8 that God "gave Abraham the covenant [διαθήκη] of circumcision" does not mean that Genesis 17 involves a covenant cutting, but that point is best proved by other arguments. As already noted, the term בְּרִית (and presumably its analog διαθήκη) can refer to a covenant itself or a sign of a covenant.

dience both look to Genesis 12 to support for their positions.<sup>47</sup> Though I favor the former position, either view can be defended if a certain amount of leeway is granted in the treatment of Acts 7:2–4 and other supporting passages. As far as the issue of covenant is concerned, the lack of a cutting ceremony plus the above-noted disagreement on the nature of God’s declarations make it difficult to prove that a covenant is cut here.

2. *Genesis 13*. After his adventures in Egypt, Abraham returns to Canaan, and finds himself and his nephew Lot in conflict due to the size of their growing herds. Abraham graciously offers Lot first choice on where to settle, after which he settles some distance away. YHWH then says to Abraham, “Lift your eyes now and look...for all the land which you see I give to you and your descendants forever. And I will make your descendants as the dust of the earth....I give it to you” (Gen 13:14–17 NKJV). Nothing in the account suggests that God’s declaration is contingent upon obedience, or that Abraham obligates himself in any way. Genesis 13:14–17 is apparently a more precise delineation of the land promise already spoken in Gen 12:7, as well as a repetition of the seed promise.

Those who view Genesis 12 as a bestowal of unconditioned promises will see a reconfirmation of those promises here. Those who view Genesis 12 as an offer of a conditional reward will likely treat Gen 13:14–17 as a more precise delineation of a yet-to-be-earned reward, though (as noted above) it would be possible to argue that Abraham had already earned that reward by going to Canaan.

3. *Genesis 15*. Genesis 15 is central in all discussions of the Abrahamic covenant. Here a vital element appears, namely a covenant-cutting ceremony. The evidence of Gen 12:4 and 16:16 indicates that approximately ten years have passed since the events of Gen 12:1–3.

The chapter begins with God’s initiative to speak to Abraham in a vision. “Do not be afraid, Abram. I am your shield, your exceedingly great reward” (v. 1 NKJV). Abraham laments that he has had to will his fortune to a home-born servant, since God has as yet given him no child (vv. 2–3). God responds with the promise that Abraham will have an heir from his own loins and that his descendants will be innumerable (vv. 4–5).<sup>48</sup> Abraham responds with faith in God’s promise (v. 6a), though no words from him are recorded in the text. God responds by

<sup>47</sup> Interestingly, at least one dispensationalist takes the view that these declarations are contingent on Abraham’s obedience—but with different conclusions from those of covenant theologians. Chisholm argues that once the condition of obedience had been met, the promises were bestowed as a covenant, and remain thereafter unconditional. Robert B. Chisholm, “Evidence from Genesis,” in *A Case for Premillennialism: A New Consensus* (ed. Donald K. Campbell and Jeffrey L. Townsend; Chicago: Moody, 1992) 54.

<sup>48</sup> It is not uncommon to berate Abraham and Sarah for a lack of faith, demonstrated by their choice to acquire an heir through Hagar. This is probably unwarranted. Up to this point, God had only said that the promised child would be from Abraham. Sarah’s participation had not been specified. Furthermore, the practice of surrogate mothering through a household servant was not uncommon; it is well-attested in ANE literature. Their action may be a positive evidence of Abraham’s faith, since the cause of the childless status of the couple (Sarah’s barrenness, not Abraham’s) was not yet apparent. Only later, after Abraham fathered other children through his second wife Keturah after Sarah’s death (Gen 25:1–6), could he know that he was capable of naturally siring children.



imputing righteousness to him (v. 6b) in the great event that Paul will later use to exemplify salvation by grace through faith (Rom 4:9).

YHWH then calls Abraham to prepare sacrificial animals according to covenant-cutting convention. After he does so, Abraham is immobilized by God. He can only watch and listen passively as God limns the Egyptian sojourn, the exodus, and the plundering of Egypt in which his descendants will participate (vv. 13–16). Abraham then sees a smoking oven and a burning torch as they pass between the pieces of the halved animals (v. 17). “On that day the LORD made a covenant with Abram, saying, ‘To your descendants I have given this land’” (vv. 18–21 NASB). Several observations come to the fore.

First, the smoking oven and burning torch must represent God. No other sensible option is apparent, and virtually all recognize it. Second, God here formally cuts a covenant with Abraham, bestowing upon his descendants a specified portion of land. To make this evident, he employs current covenant conventions that Abraham would know. Third, Abraham is both prevented from participating in, and forced to witness, the covenant-cutting ceremony. Fourth, whether or not God implies an unspoken self-malediction, the binding nature of the covenant upon him is apparent. Fifth, although God specifically cites only the land promise in vv. 18–21, he alludes to the seed blessing in vv. 4 and 18, and promises to protect Abraham’s line during the sojourn (v. 14), a reference to part of the blessing promises. Only the promise to bless all peoples through Abraham remains unmentioned. It seems clear that in the covenant cut here, God takes on as covenant obligations the land and seed promises, and probably a portion of the blessing promises as well.

One additional observation is called for. It is only after Abraham asks in Gen 15:8, “How shall I know that I will inherit it?” that God responds with the formal covenant-cutting ceremony. Nothing suggests that his request is motivated by doubt; in fact, v. 6 argues the opposite.<sup>49</sup> Abraham is apparently already quite confident of the declarations that God had made in chaps. 12 and 13, though he is perhaps impatient to see them fulfilled. His question seems to be a request that God would formalize those promises by the conventions of covenant, and God willingly complies.

Applying the terminology and concepts that I have proposed, the following conclusions seem evident. First, the covenant is unilateral, with no covenant obligations placed on Abraham or his heirs.<sup>50</sup> Second, God cites the land promise as a covenant obligation and binds himself to fulfill that promise to Abraham’s heirs in v. 18. Thus he clearly takes on both the land and seed promises as covenant obliga-

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<sup>49</sup> The contrast with Sarah’s response to God’s promise (Gen 18:12) and God’s evaluation of her response as doubt (Gen 18:12–15) is notable.

<sup>50</sup> Hillers writes, “Like the covenant with Noah, that with Abraham binds only God...What makes this ancient account eerily impressive is the bold way in which it depicts Yahweh as swearing to Abraham.” Hillers, *Biblical Idea* 103. Bright concurs that the covenant is a simple binding promise without conditions. Bright, *Covenant and Promise* 25–26.

tions.<sup>51</sup> Third, for reasons already noted, a portion of the blessing promises may also be included as divine covenant obligations, though this is not entirely clear.

The covenant cut in Genesis 15 may be described as follows:

- Parties: the suzerain is God; the vassal group is Abraham and his heirs
- Laterality: unilateral with God as the only active party
- Covenant obligations of God: (1) the land promises, (2) the seed promises, and possibly (3) the blessing promises
- Covenant obligations of Abraham: none
- Covenant regulations on Abraham: none
- Conditionality: obligation-conditional for God; no conditionality of either type for Abraham or his heirs

Of the declarations of Gen 12:2–3 (which I view as promises), I believe that only two are absent here: “make you a blessing” and “all families of the earth will be blessed in you.” Niehaus makes a similar observation, though he counts these two as one and does not see reference to the “I will bless you” promise in v. 14. He views Genesis 15 as the cutting of the one, unified Abrahamic covenant, establishing the promises of Genesis 12 as covenant obligations (though he does not use that term).<sup>52</sup>

4. *Genesis 17*. Genesis 17 is perhaps the thorniest part of the covenant account in Genesis. Once again, improved terminology will help to clarify matters. In vv. 1–2, God gives Abraham a command and then makes a declaration. “Walk before Me and be blameless. And I will establish My covenant between Me and you, and will multiply you exceedingly” (NASB).<sup>53</sup> The logical relationship between the command and the declaration that follows is disputed. Two basic options present themselves. Is God (1) offering a covenant cutting that will occur only after Abraham meets conditions of obedience? Or is he (2) reaffirming his covenant obligations of chap. 15 while also imposing covenant regulations, with the command and the covenant independent of each other?

Many writers argue in favor of the first option. Some argue that the presence in Gen 17:1–2 of two imperatives followed by a cohortative indicates that contingency and consequence are in view here.<sup>54</sup> Premillennialist Chisholm argues that while God had ratified (i.e. formalized by a covenant cutting) the land promises in Genesis 15, it is only upon the condition of Abraham’s demonstrated obedience to the commands of this chapter and the call to sacrifice Isaac that God finally ratifies the remaining covenant promises regarding the seed in Gen 22:16–18. He main-

<sup>51</sup> Covenant theologian McComiskey concurs. “When the divine presence passed between the severed carcasses, the Lord said, ‘To your descendants I give this land.’...The promise of offspring, as well as the promise of land, were given covenantal confirmation in that dramatic moment.” McComiskey, *Covenants of Promise* 61.

<sup>52</sup> Niehaus, “God’s Covenant” 255.

<sup>53</sup> Here in Gen 17:2 the phrase rendered “establish My covenant” (NASB) uses the verb **קָוַם**, not **קָרַת** or **קָוַם**. In Gen 17:7 the verb in “establish my covenant” is **קָוַם**. NASB renders these different verbs both as “establish,” probably because of the obvious parallelism.

<sup>54</sup> See, e.g., *The NET Bible* (Biblical Studies Press, 2002), note on Gen 17:2.

tains, however, that both covenants, once cut, are not nullifiable.<sup>55</sup> Williamson sees two covenants in chaps. 15 and 17, the former unilateral and the latter bilateral, due to the “As for me...as for you...” structures of Gen 17:4 and 9. He sees the second covenant conditioned upon the ethical command of v. 1 and the ritual command of vv. 9–14.<sup>56</sup> Sailhamer’s position is less clear regarding conditionality. He argues for two covenants being made in chaps. 15 and 17, yet he views them as two aspects of a single covenant with Abraham.<sup>57</sup> He seems to view the command of Gen 17:1 as a covenant obligation. He calls circumcision “Abram’s part of the covenant” but does not specifically comment on contingency associated with that responsibility.<sup>58</sup>

Nevertheless, a number of considerations favor the second option. First, while the use of the verb *נָתַן* with *בְּרִית* in v. 2 is not determinative either way, the use of verbs elsewhere in the chapter favors confirmation rather than cutting. The nearly parallel use of *קוּם* with *בְּרִית* in v. 7 suggests that v. 2 should be understood as a reference to divine fulfillment of existing obligations rather than the cutting of a new or supplementary covenant. When Abraham falls down on his face before God in v. 3 this interrupts God’s speech, which he seems to resume with repetition, again supporting a parallel between vv. 2 and 7. The facts that (1) the phrase *בְּרִית כְּרַת* or cutting covenant appears in chap. 15 but not here, and (2) the phrase *בְּרִית קוּם* for confirming covenant appears in Gen 17:7, 9, and 21 again support this conclusion. This is not just stylistic variation.

Second, God provides no objective standard and no minimum duration of the obedience to his commands necessary to merit the cutting of a covenant. Performance of circumcision can hardly exhaust the command, “Walk before Me and be blameless.” Third, although one may attempt to subsume Abraham’s later obedience to the call to offer Isaac in chap. 22 within a requirement for obedience here, God obviously vows to fulfill the covenant promises here in Gen 17:6–8 both before Abraham circumcises his household and years before Genesis 22. Fourth, in v. 4, God states, “As for Me, behold, My covenant is with you, and you shall be a father of many nations” (NKJV). The interjection “As for Me” suggests that God is decoupling his covenant promises and performance from the issue of Abraham’s obedience as he emphasizes his initiative.<sup>59</sup> The sense is thus, “I expect you to walk

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<sup>55</sup> Chisholm, “Evidence from Genesis” 40, 45, 54. Chisholm’s position is somewhat unusual for a dispensationalist, in that he considers the cutting of some of the covenant obligations to have depended upon the condition of Abraham’s obedience, and not to have taken place until Genesis 22. Nonetheless, in accord with other dispensationalists, he holds that once cut, the covenant is not nullifiable.

<sup>56</sup> Williamson notes that the requirement of circumcision is “a feature that seems to be in keeping with a covenant that is not just promissory in nature” and states twice that the chapter 15 covenant is unilateral while the chapter 17 covenant is bilateral. Paul R. Williamson, *Sealed with an Oath: Covenant in God’s Unfolding Purpose* (NSBT 23; Downers Grove, IL: InterVarsity, 2007) 87–88.

<sup>57</sup> Oddly, and seemingly against his own point, Sailhamer seems not to notice the different verbs, *כָּרַת* in Gen 15:18 and *נָתַן* here in Gen 17:2, even though he asks, “Had not God already ‘made’ (*kārat*) a covenant with Abraham in 15:18? Why did he establish a covenant with Abram a second time?” Sailhamer, “Genesis” 138.

<sup>58</sup> *Ibid.* 139.

<sup>59</sup> Kenneth A. Matthews, *Genesis 11:27–50:26* (NAC 1B; Nashville: Broadman & Holman, 2005) 202.

blamelessly before Me, but regardless, My covenant is with you and your line, and I will abide by it.”

Hamilton summarizes this second option nicely:

This repetition of *eternal* emphasizes that God’s covenant with Abraham has not suddenly shifted away from the unilateral emphasis of chap. 15 to a bilateral pact here in chap. 17. To be sure, God has expectations concerning Abraham’s behavior, but these do not become grounds for the establishment and authentication of God’s covenant with Abraham. Rather, the covenant remains a personal commitment by God in which he binds himself to this open-ended promise to Abraham.<sup>60</sup>

The appearance here of two elements that did not appear in Genesis 15, the eternal aspect of the covenant (vv. 7 and 8) and the promise that Abraham will sire kings (v. 6), may seem to argue for a separate covenant cutting in Genesis 17, but they may actually argue the opposite. The promise to sire kings can be seen as an expansion of the seed blessing, which was already made a divine covenant obligation in chap. 15. The eternal aspect of the covenant is tied to the land promise, which was also already expressed as a divine covenant obligation in chap. 15. Niehaus notes this overlap of promises in chaps. 15 and 17, and argues that it is evidence for a single covenant, where Genesis 17 “reaffirms and adds further data to the covenant cut in Genesis 15.”<sup>61</sup> His point is well taken. If God cuts a new or supplemental covenant in chap. 17 distinct from that of chap. 15, why would he repeat earlier-made covenant obligations? This observation does not rule out the possibility of a second covenant being cut here, but it weakens it.

The string of statements in vv. 5–8 focuses on what God will do. God will change Abram’s name to Abraham (v. 5).<sup>62</sup> He will make Abraham a father of many nations and a progenitor of kings (vv. 5–6).<sup>63</sup> He will “confirm/carry out My covenant” (בְּרִיתִי with קוּם) for the benefit of Abraham and his descendants and to be their God, and will do so perpetually (vv. 7–8).<sup>64</sup> God has given Canaan to Abraham and his descendants as a perpetual possession, and he will be their God (v. 8). The facts that (1) the land promise of chap. 15 is here called eternal (v. 8) and (2) the covenant will be passed to Isaac as an eternal covenant (v. 19) suggest not an imminent establishment of new covenant obligations but rather a reaffirmation that God will fulfill covenant obligations that he has already made.<sup>65</sup> It is worth noting that between chap. 15 and chap. 17 about fourteen years have passed, dur-

<sup>60</sup> Victor P. Hamilton, *The Book of Genesis: Chapters 1–17* (NICOT; Grand Rapids: Eerdmans, 1990) 465–66.

<sup>61</sup> Niehaus, “God’s Covenant” 255.

<sup>62</sup> The change emphasizes Abraham’s promised success in fathering a great people, and the rapid growth and great numbers of his promised descendants.

<sup>63</sup> This promise will be fulfilled both through the line of promise (Isaac and his descendants) and through Abraham’s children born after Sarah’s death through Keturah and his other concubines (Gen 25:1–4) and through Ishmael (Gen 25:13–18). Genesis 25:16 specifically identifies Ishmael’s descendants as “twelve nations.”

<sup>64</sup> The rendering “I will maintain My covenant” expresses the sense well. *NET Bible*, n. 18 on Gen 17:7.

<sup>65</sup> Hamilton, *Genesis* 465–66.

ing which Abraham probably assumed that Ishmael was the son of promise (cf. Gen 17:18–21).<sup>66</sup> When God reveals that the son of promise will be both Abraham's and Sarah's child, a reaffirmation of the covenant promises seems appropriate to show that this child of promise, not Ishmael, will carry the covenant line.

Throughout vv. 5–8, the key verbs are all perfects, highlighting the certainty of the promises that God makes here. This suggests that vv. 1–2 and 4 should be understood as indicating that God views the promises that he mentions here as already having been formalized by covenant, and not contingent upon Abraham's yet-to-be-demonstrated obedience to the command of Gen 17:1. Nevertheless, the call for Abraham's obedience is significant, as it seems to introduce the covenant sign and its significance in vv. 9–14.

In v. 9, God instructs Abraham to “keep My covenant” and identifies this covenant as the circumcision of “every male child among you” (v. 10).<sup>67</sup> In v. 11, God identifies circumcision as “a sign of the covenant between Me and you.” The male child who is not circumcised “shall be cut off from his people; he has broken My covenant” (v. 14 NASB).<sup>68</sup> The use of the term *בְּרִית* here to refer to both the covenant and a sign or rite of the covenant may seem odd, but as noted earlier, it is within the established semantic range of the term.

The penalty in v. 14 deserves close attention. Various meanings have been attached to the phrase “cut off from his people.”<sup>69</sup> Here it likely means that males who do not participate in the covenant sign will not be regarded as vassal members to the covenant already made with the vassal group of which they are part.<sup>70</sup> As Harless writes, “the covenant is unconditional, but there is a condition to take part in the covenant.”<sup>71</sup> Fruchtenbaum and Chisholm concur.<sup>72</sup> Failure of an individual

<sup>66</sup> Cf. Gen 16:18 and 17:1, and the fact that at least a year passes in chapter 16.

<sup>67</sup> The verb “to keep” is *שמר* in the Qal. It signifies watching or guarding. Here the nuance is watchful diligence to perform the covenant sign.

<sup>68</sup> Mendenhall, who holds to the unconditional view of the Abrahamic covenant, writes, “Circumcision is not originally an obligation, but a *sign* of the covenant, like the rainbow in Gen. 9.” Mendenhall, *Law and Covenant*, 36 (emphasis original).

<sup>69</sup> Milgrom notes five views on the significance of *כרת* as used in the phrase “cut off from his people” in Jewish exegesis, plus two from modern scholarship: (1) childlessness and premature death; (2) death before the age of sixty; (3) death before the age of fifty-two; (4) extirpation (i.e. one's line being cut off); (5) the denial of the afterlife; (6) excommunication; (7) execution by man. Jacob Milgrom, *Leviticus 1–16: A New Translation with Introduction and Commentary* (AB 3; New York: Doubleday, 1991) 457.

<sup>70</sup> As noted earlier, such participation could either be a father's act of circumcising his child, or an adult male's choice to be circumcised. McComiskey writes, “The *bērīt* of circumcision functioned to administer an aspect of obedience necessary for the maintenance of one's relationship to the promise. A male who failed to submit to that rite would be severed from the inheritance.” McComiskey, *Covenants of Promise* 62.

<sup>71</sup> Harless, *How Firm a Foundation* 112. Regarding circumcision and the Abrahamic covenant, Fruchtenbaum observes, “it is, of course, true that circumcision was required by the Abrahamic covenant, but it was not a condition for God to fulfill His promises.” Arnold G. Fruchtenbaum, *Israelology: The Missing Link in Systematic Theology* (Tustin, CA: Ariel Ministries, 1994) 146.

<sup>72</sup> Fruchtenbaum, noting further that the Israelites often failed both to practice circumcision and to enact the required penalty of being “cut off” from one's people, observes, “Yet God always fulfilled His part, even when the command and the penalty were disobeyed” (*Israelology* 145–46). Chisholm writes, “Though future generations were obligated to perform the rite...their failure in this regard would jeop-

to participate in the sign can exclude him from the covenant benefits, but it cannot free God from his obligations to the vassal group as a whole through its succeeding generations. Here we see the value of a clear distinction between covenant obligations and covenant regulations, and obligation-conditionality and regulation-conditionality. The contingency of Gen 17:14 is a case of regulatory-conditionality that is necessitated by the dynamics of the multi-person vassal group.

In conclusion, the weight of evidence favors the understanding that Genesis 17 pictures not (1) a conditioned cutting of an additional covenant to that of chap. 15, nor (2) a conditioned first-time covenant cutting, nor (3) a setting forth of conditions that must be met before a first-time covenant cutting in chap. 22, but rather (4) a reaffirmation and more precise specification of earlier-made divine covenant obligations, with the addition of covenant regulations on the vassal group.<sup>73</sup> The covenant in view remains purely unilateral, although Abraham and his heirs in the line of the covenant are now called to obey the covenant regulations of circumcision and a godly walk before YHWH.<sup>74</sup> The imposition of a covenant sign does not render the covenant nullifiable, but it does limit who among the chosen vassal group will actually benefit from it.

With the conclusion of Genesis 17 it seems clear that the non-nullifiable nature of the Abrahamic covenant is well established. However, because it is often used to argue the contrary position, careful consideration of Genesis 22 is called for.

5. *Genesis 22*. The dramatic story of Abraham's call to sacrifice Isaac need not be retraced here. Of primary interest is God's response in Gen 22:16–18.

16 By myself I have sworn, says the Lord, because you have done this thing, and have not withheld your son, your only son, 17 in blessing I will bless you, and in multiplying I will multiply your descendants as the stars of the heaven and as the sand which is on the seashore; and your descendants shall possess the gates of their enemies. 18 In your seed all the nations of the earth shall be blessed, because you have obeyed My voice. (Gen 22:16–18 NKJV)

This passage is often cited as proof that the Abrahamic covenant was conditional. The following points are often offered as support. (1) God's words, "because you have done this thing" demonstrate that the promises spoken here were conditioned on Abraham's obedience. (2) The fact that Abraham makes a sacrifice indicates that a covenant is being cut. (3) The promises of Gen 12:2–3 are given the status of covenant promises in Gen 22:17–18. (4) Since God's promises here are conditioned

ardize only their personal participation in the promised blessings, not the oath itself." Chisholm, "Evidence from Genesis" 45.

<sup>73</sup> W. J. Dumbrell, *Covenant and Creation: A Theology of the OT Covenants* (Biblical and Theological Classics Library 12; Exeter: Paternoster, 1984; repr. 2000) 79. Hamilton, *Genesis 1–17* 458–66; McComiskey, *Covenants of Promise* 16.

<sup>74</sup> Brueggemann notes of ch. 17 that "the action is singularly unilateral and talks only of God's commitment to Abraham." Walter Brueggemann, *Genesis* (IBC; Atlanta: John Knox, 1982) 154. Davidson denies that the covenant here "involves bilateral obligations on two contracting parties," arguing instead that it is "a promissory oath—on the part of God." Robert Davidson, "Covenant Ideology in Ancient Israel," in *The World of Ancient Israel* (ed. Ray E. Clements; Cambridge: Cambridge University Press, 1989) 338.

on Abraham's obedience, since they match the promises of Genesis 12, and since Abraham's obedience is not proven until chap. 22, they cannot have been established as covenant promises until now. (5) The fact that God here cuts the covenant after Abraham meets the condition of obedience proves that the covenant is conditional, and therefore it is nullifiable.<sup>75</sup>

I will answer these point by point.

(1) This point by itself is well taken, though it does not prove that a covenant is cut in response to Abraham's obedience. I will offer an alternative explanation below.

(2) Not all covenants are cut by a sacrifice (e.g. the Davidic covenant). Also, the type of sacrifice used here (a burnt offering, v. 13) is unknown as a covenant-cutting procedure. Furthermore, even if it were true that covenant cuttings require sacrifices, this would not logically entail that every sacrifice establishes a covenant.

(3) While the promises spoken in Gen 22:17–18 bear a resemblance to those of Gen 12:2–3, there are both notable differences and omissions.

(4) A claim of conditionality here is not sufficient to undermine the fact that God had already cut a covenant embodying at least some of the promises of Gen 12:2–3 in chap. 15, and then reaffirmed it in chap. 17.

(5) Since points (1) to (4) do not stand (and for other reasons to be noted below), the conclusion (5) does not necessarily follow.

To support a different approach to the events of this chapter, I offer the following observations.

(1) Prior chapters have established that God has already cut a unilateral covenant with Abraham in which the land and seed promises as well as part of the blessing promises were formalized as divine covenant obligations.

(2) When God later placed covenant regulations on Abraham and his line in chap. 17, this could not alter the covenant on Abraham's side to obligation-conditional, though it did introduce the factor of regulation-conditionality.

(3) While the benefits promised in God's oath in Gen 22:17–18 bear a strong resemblance to some of those of Gen 12:2–3, there are differences. The land promise is not mentioned at all. The seed and blessing promises are expanded, and a promise never seen before ("your descendants shall possess the gates of their enemies") is added.

(4) The heightening of the seed and blessing promises suggests that God is not here taking these on as covenant obligations for the first time by a first-time covenant cutting, but rather expanding his already-extant covenant obligations as a reward to demonstrate his pleasure in Abraham's obedience.

(5) The idea of heightening is supported by the unusual structure of the statement "in blessing I will bless you, and in multiplying I will multiply your de-

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<sup>75</sup> For an example of this general line of argument, see Chisholm, "Evidence from Genesis" 45. Oddly, although he concluded that the covenant was established and reaffirmed as eternal in Genesis 17 (*Genesis 1–17* 465), Hamilton later appears to backpedal somewhat in arguing that the covenant is only passed on to Isaac and future generations because of Abraham's obedience in chapter 22. Victor P. Hamilton, *The Book of Genesis: Chapters 18–50* (NICOT; Grand Rapids: Eerdmans, 1995) 116.

scendants” (v. 17 NKJV).<sup>76</sup> The NKJV’s rendering may be awkward reading, but it expresses well the sense of heightening conveyed by the text.

These observations indicate that while God does test Abraham, passing the test is not a condition for cutting the Abrahamic covenant. Rather, it is an opportunity for God to reward Abraham by an oath that reaffirms and expands his existing divine covenant obligations when his obedience has been demonstrated. Rather than being a cutting of the covenant, God’s oath here functions somewhat like an *inclusio* together with the promises of Genesis 12.<sup>77</sup>

This understanding has several advantages. First, it is consistent with the fact that prior chapters indicate that the covenant was already cut. Second, it explains the differences and similarities between the promises of Gen 22:18–18 and previously established covenant obligations, namely the heightening of some of the promises and the complete absence of reference to others. Third, it explains the conditional aspects of the event without raising questions about God’s faithfulness to his earlier-cut covenant obligations.

The claim that Genesis 22 proves that the covenant is conditional and therefore subject to later nullification is flawed in several ways not already mentioned.

(1) It is too imprecise with regard to the nature and implications of covenant conditionality, and this imprecision leads to logical errors.

(2) The argument that a covenant founded after a condition is met is itself conditional and therefore subsequently nullifiable is a logical *non sequitur*. Covenant conditionality (with regard to both obligations and regulations) depends upon the nature of the covenant itself, and not upon events that precede its cutting. The fact that God bestows the promises of this chapter in response to Abraham’s obedience does not entail that he can later revoke them.

(3) It introduces irreconcilable tensions into the entire account of God’s interactions with Abraham. For example, how could promises spoken by God in Gen 12:2–3 not be certain of fulfillment until Genesis 22? Suppose Abraham had failed the test? A better approach is to take the promises of Genesis 12 as just that, with the recognition that God later formalized them in a unilateral covenant.

A final nail can be driven into the coffin of the idea that the Abrahamic covenant is nullifiable. Regardless of where in the sequence of Genesis 12–22 one sees God cutting the covenant (chaps. 12, 15, 17, or 22), and regardless of whether he does so in response to Abraham’s obedience, once God commits himself to his covenant obligations, no conditionality (in the sense that he can nullify the covenant) can remain, because God is faithful.

<sup>76</sup> The phrase is **בְּרַךְ אֲבִרְךָ וְהִרְבָּה אֲרֻכָּה**. It is composed of a pair of infinitive absolutes preceding finite verbs of the same root. These provide strong emphasis on the certainty of the promises. Hamilton, *Genesis 18–50* 116.

<sup>77</sup> “Genesis 22 gives us both an oath, and under it, a summary of the three great Abrahamic promises forecast in Genesis 12, and so it forms a sort of *inclusio* for the Abrahamic material, from the initial promises of Genesis 12, through the covenant cutting of Genesis 15 and the supplemental data of the Abrahamic covenant, now concluded with an oath.” Niehaus, “God’s Covenant” 256.



## VI. SUPPORTING OT PASSAGES

Many OT passages confirm that Israel's disobedience can never dislodge her from her status and her destiny before God, which are founded on the Abrahamic covenant. These include Jer 31:35–37 and 33:19–26, promises made at the height of Israel's disobedience, that is, in the years leading up to 586 BC. Significantly, the details of Israel's predicted future national restoration referred to in these contexts cannot be reconciled with the historic return of Israelites to the land in the post-exilic era. They therefore must refer to the kingdom of Messiah.

If Israel's gross disobedience in those dark hours could not nullify the covenant, this argues strongly that nothing could. This permanence of the covenant is just what one expects according to the analysis that I have presented above.

## VII. HEBREWS 6 AND THE ABRAHAMIC COVENANT

Two NT passages bear upon the conditionality of the Abrahamic covenant. These are Stephen's speech in Acts 7, and the comments in Heb 6:13–18. I have already commented on Acts 7, so I will confine my attention here to Hebrews 6.

In Heb 6:13–18, the author of Hebrews cites the experience of Abraham in Genesis 22 in order to support his argument for the faithfulness of God's promises. His initial statements in Heb 6:13–14 when taken alone are compatible with either (1) the view that Genesis 22 records the first formalization of the covenant or (2) the view that in Genesis 22 God only reconfirmed and heightened his already-formalized covenant promises.

The text begins, "For when God made a promise to Abraham, because He could swear by no one greater, He swore by Himself, 14 saying 'Surely blessing I will bless you, and multiplying I will multiply you'" (Heb 6:13–14 NKJV). The author is clearly citing from the LXX text of Gen 22:17, with slight changes for brevity.<sup>78</sup> Significantly, the LXX translators apparently took pains to preserve as much as possible the striking verbal structure of God's statement in Gen 22:17 already noted above.<sup>79</sup>

However, the author's continued explanation in Heb 6:16–18 confirms that God's statements in Gen 22:17 are not the first bestowal of covenant promises, but rather a reaffirmation of already-made promises.

16 For men indeed swear by the greater, and an oath for confirmation is for them an end of all dispute. 17 Thus God, determining to show more abundantly to the heirs of promise the immutability of His counsel, confirmed it by an oath, 18 that by two immutable things, in which it is impossible to lie, we might have

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<sup>78</sup> The LXX text reads ἡ μὴν εὐλογῶν εὐλόγησέ σε καὶ πληθύνων πληθυνῶ τὸ σπέρμα σου, while the text of Hebrews reads εἰ μὴν εὐλογῶν εὐλόγησέ σε καὶ πληθύνων πληθυνῶ σε. The author of Hebrews has substituted σε ("you") for τὸ σπέρμα σου ("your seed") for brevity, but the sense is not meaningfully altered.

<sup>79</sup> As noted earlier, the Hebrew text of Gen 22:17 has the twice-repeated structure in which a verb appears first as an infinitive absolute and is immediately followed by a finite form of the same verb. The LXX renders this structure similarly as a present participle followed by a finite form of the same verb.

strong consolation, who have fled for refuge to lay hold of the hope set before us. (Heb 6:16–18 NKJV)

Several points become clear here. First, Abraham was already an “heir of the promise” when God sought to confirm his promises in Gen 22:17. This suggests that the covenant had already been cut. Second, God was making a confirmation not only to Abraham but also to the plural, as-yet unborn “heirs of promise.” This means that God could not nullify the covenant for them either. Third, since it is “impossible [for him] to lie,” the covenant promises to Abraham cannot be nullified. Finally, the author of Hebrews introduces the topic of a “confirmation” (βεβαίωσις, v. 16) of promises already made, and then indicates that God later “confirmed” (μεσιτεύω, v. 17) his counsel by an oath.<sup>80</sup> This indicates that God’s “counsel” (i.e. his covenant obligations) must have been revealed before Genesis 22, where God makes an oath.

The reference to “two immutable things” deserves additional attention. First, note that the author’s point is that God sought in Genesis 22 to give to Abraham the benefit of absolute confidence in already-extant promises (Heb 6:17). Whatever the “two immutable things” were, they must have been made known by God to Abraham to be of value to him. Second, the “oath” by which God confirmed his earlier revealed “counsel” to Abraham is clearly the statement of Gen 22:16–18. Third, God must already have expressed the other “immutable thing” to Abraham, and the obvious identification of that immutable thing is the covenant-cutting ceremony of Genesis 15 (or possibly dual cuttings in 15 and 17, if one holds that view). Finally, the author’s use of the phrase “more abundantly” in Heb 6:17 probably alludes to the intensification of the promises expressed by the peculiar verbal structure in Gen 22:17.

Hebrews 6:13–18 thus confirms that Genesis 22 involved not the cutting of God’s covenant obligations to Abraham, but rather a reconfirmation of them. At the very least, this indicates that the covenant was cut prior to chap. 22. A more reasonable conclusion is that the covenant was fully cut in chap. 15, since the undeniable cutting ceremony of chap. 15 is far more suited to be called an “immutable thing” than the events of chap. 17.

### VIII. CONCLUSIONS

As I see it, the discussion of conditionality and the Abrahamic covenant has been greatly hampered by inadequate and imprecise terminology. To address that deficiency, I have proposed new terminology to allow precise discussion of covenant parties (suzerain vs. vassal, including multi-person vassal groups), covenant responsibilities (obligations vs. regulations), covenant laterality (unilateral vs. bilateral), consequences of covenant non-compliance (obligatory penalties and regulatory penalties), and covenant conditionality (obligation-conditional vs. regulation-conditional). I have also argued that the phrase “to break covenant” in the OT is

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<sup>80</sup> The noun βεβαίωσις here means “validation, confirmation” (BDAG 173). The verb μεσιτεύω here means “guarantee, in the sense of settling a matter” (BDAG 634).

used with regard to both covenant obligations and covenant regulations, and that the presence of conditional aspects in a given covenant and the imposition of covenant signs do not necessarily imply that the covenant can be nullified. I have likewise argued that the unqualified term “conditional covenant” is too vague to allow effective discussion.

Using this terminology, I have explored the Abrahamic covenant in Genesis 12–22 and two NT passages, and argued for the following conclusions.

1. God gave the land, seed, and blessing promises of Gen 12:2–3 to Abraham before he left Ur. They were not a reward for his obedience, yet in chap. 12 they did not yet have the status of formalized covenant obligations.

2. God’s reference to the gift of land in Gen 12:7 is not a bestowal in response to Abraham’s obedience. It is simply a more precise delineation of the land already promised. The same is true of Gen 13:14–17.

3. In Genesis 15, God takes on formal covenant obligations in a unilateral covenant. He does so using cultural conventions that Abraham would understand, and forces Abraham to remain a passive observer of the covenant cutting. God specifically declares the land promise and alludes to the seed promises in the context of cutting the covenant, establishing both as divine covenant obligations. Part of the blessing promise may also be alluded to and established as a divine covenant obligation, but this is less clear.

4. Genesis 17 presents not a covenant cutting but a reaffirmation of the already-cut covenant. Here God reaffirms the land and seed promises, and also imposes covenant regulations calling for a godly walk and the covenant sign of circumcision.

5. The covenant sign of circumcision is not a covenant obligation, but rather a covenant regulation that bears upon which individuals within the vassal group will be treated by God as vassal members. Imposing this sign would have made no sense if the covenant had not already been cut.

6. Genesis 22 is not a first-time cutting of the Abrahamic covenant in response to Abraham’s demonstration of obedience, but rather a test of his obedience to covenant regulations. Neither cutting nor continuation of the covenant was contingent upon his performance in the test, as these were already established.

7. The declarations of Gen 22:16–18 are not a first-time taking on of God’s covenant obligations to Abraham, but rather a gift of the heightening of already-made covenant obligations as a gracious reward for Abraham’s obedience.

8. The causal factor in Gen 22:16 does not (a) indicate that the covenant was established in response to Abraham’s obedience, nor (b) imply that since the former was true, the covenant was conditional and therefore nullifiable by God should Abraham’s descendants be disobedient.

9. Regardless of whether or not it is generally true that a vassal’s failure to uphold his covenant obligations frees the suzerain to nullify the covenant, the Abrahamic covenant cannot be nullified. This is because it is a unilateral covenant with God as the only actively-covenanting party, and therefore Abraham and his line bear covenant regulations but not covenant obligations.

10. Wherever one sees the Abrahamic covenant being cut (chaps. 12, 15, 17, or 22) and whether or not one views that cutting as taking place all at once or in stages, the covenant, once cut, cannot be nullified, because God is faithful.

The present study has noted a range of views on the development of the Abrahamic covenant: (1) cut in chap. 15 alone; (2) cut partly in chap. 15 and partly in chap. 17; (3) revealed in chaps. 15 and 17 but not cut until chap. 22 after Abraham's demonstration of obedience. While the appearance of view (3) among dispensationalists seems to be a new development, even those who do hold that view will presumably agree with the following conclusion. Any attempt to argue that because the covenant was cut in response to Abraham's obedience, therefore the covenant is conditional and hence nullifiable, is a logical *non sequitur*. A covenant given to one who has met a condition is not necessarily a nullifiable covenant.

The Abrahamic covenant is founded upon the promise of God himself and does not depend upon the performance of its vassal party, Israel. Its fulfillment is as certain as the faithfulness of God himself, who does not lie. His faithfulness to his word is "an anchor of the soul, both sure and steadfast, and which enters the Presence behind the veil" (Heb 6:19 NKJV).