LAW COVENANT

MEREDITH G. KLINE

COMPARING the relationship of law and gospel within the Lutheran and Reformed traditions, Gustav Wingren finds the genius of the Reformed position in the overarching status it accords to the covenant.[1] He judges that in Luther law and gospel remain in tension but that in Reformed Theology a relative harmony of the two is secured under the vault of the covenant concept. For whereas on the Lutheran approach law serves only to mortify and condemn, in the Reformed view of covenant law as well as gospel has a vivifying use, since election to covenant privilege carries demand to service with it.

Reformed theologians recognize indeed that privilege brings responsibility, but they would also want to insist that the basis of law is broader and deeper than election and that the compatibility of law and gospel-promise is discernible in more than the so-called third use of the law. But Reformed Theology has of course long prized the covenant concept as an integrating structure for that which God has so diversely spoken unto men of old time and in these last days. Before the end of the sixteenth century a growing biblical insight within the movement of Covenant Theology had embraced all special revelation, pre-redemptive as well as redemptive, in the unity of a covenant framework.

It is the purpose of the present article to show that historical usage justifies the meaning that necessarily attaches to the term "covenant" when applied in the comprehensive fashion just mentioned, and further to make proposals towards a more systematically coherent formulation of the theology of the covenant.

[1] "Law and Gospel and Their Implications for Christian Lfe and Worship," *Studia Theologica*, 17, 2 (1963), pp. 77–89. Wingren observes that in the Westminster Confession of Faith the Covenant of Grace from one point of view stands above law and gospel.

I. Historical Usage of "Covenant"

Walther Eichrodt in his standard work on Old Testament theology (in which, as is well known, he assigns the central and unifying position in the religious thinking of the Old Testament to the concept of the covenant) calls attention to the multiformity of arrangement that was known as "covenant". Appealing especially to the Sinaitic transactions as evidence of bilateral relationship in the covenant-union between Yahweh and Israel, Eichrodt concludes: "The idea that in ancient Israel the *bᵉrīt* was always and only thought of as Yahweh's pledging of himself, to which human effort was required to make no kind of response (Kraetzschmar), can therefore be proved to be erroneous."[2] Then, after tracing the history of the covenant concept, he summarizes: "One cannot help being aware that the term has to cover two lines of thought along which the meaning has developed. The first runs from 'covenant' through 'covenant relationship', 'covenant precept' and 'legal system' to 'religion', 'cultus' and 'covenant people'; the other from 'covenant' through the divine act of 'establishment', 'the relationship of grace' and 'revelation' to the 'order of redemption', the 'decree of salvation' and the final 'consummation of all things'."[3]

Eichrodt's reconstruction of the development of Israel's theological thought is of course controlled by his modern approach to biblical revelation and the higher criticism of Scripture, but his two-fold analysis does reflect an actual duality in the pertinent covenantal data of the Bible. It is not necessary to examine more than a few of the biblical examples of divine covenants in order to demonstrate that

[2] *Theology of the Old Testament*, Vol. I, Philadelphia, 1961, p. 37 (translation of Volume I of *Theologie des Alten Testaments*, 6th ed., Stuttgart, 1959). The critical reference in the above quotation from Eichrodt is to R. Kraetzschmar, *Die Bundesvorstellung im AT*, Marburg, 1896. Among orthodox theologians also there has been a line of exponents of a viewpoint that would frame the covenant concept in unilateral terms with exclusive emphasis on the divine initiative and promise, without, however, denying the responsibility of the covenant recipients.

As is apparent, our survey of historical usage is limited to the illumination of covenants given by God to man.

[3] *Ibid.*, p. 66.

there is precedential justification in biblical terminology for designating law administration and dispensation of promise alike as "covenant" and to vindicate thereby the comprehensive application of the term as representing a proper and natural systematization of the biblical revelation.

A. The Covenant Oath

First, however, notice must be taken of a feature which law and promise covenants have in common but which, nevertheless, being more closely analyzed, serves to distinguish clearly between the two. Every divine-human covenant in Scripture involves a sanction-sealed commitment to maintain a particular relationship or follow a stipulated course of action. In general then a covenant may be defined as a relationship under sanctions.[4] The covenantal commitment is characteristically expressed by an oath sworn in the solemnities of covenant ratification. Both in the Bible and in extra-biblical documents concerned with covenant arrangements the swearing of the oath is frequently found in parallelistic explication of the idea of entering into the treaty relationship, or as a synonym for it.

The ratificatory oath was taken by both parties in parity covenants, but in other covenants the sworn commitment was ordinarily unilateral. It is this swearing of the ratificatory oath that provides an identification mark by which we can readily distinguish in the divine covenants of Scripture between a law covenant and one of promise. For it is evident that if God swears the oath of the ratification ceremony, that particular covenantal transaction is one of promise, whereas if man is summoned to swear the oath, the particular covenant thus ratified is one of law. In view of questions that have emerged in the course of the development of Covenant Theology, it is especially to be observed that precisely because it is sworn commitment that constitutes these particular transac-

[4] In his valuable study, *Treaty and Covenant*, Rome, 1963, Dennis J. McCarthy states that the covenant was "the means the ancient world took to extend relationships beyond the natural unity by blood" (p. 175) and that the basic idea of it was "a union based on an oath" (p. 96).

tions "covenants", a relationship ratified by a human oath of allegiance is a "covenant" because of that human oath, and it is a "covenant", therefore, quite irrespective of whether or not the arrangement happens to be at the same time an administration of divine grace and promise.

Genesis 15 provides an example of a covenant sealed by divine oath. The theophany-ritual described there symbolized the conditional self-malediction that inheres in the swearing of oaths. To his promise to Abraham God added a second immutable thing (Heb. 6:17, 18). Passing between the slain and divided beasts beneath the threatening birds of prey (*cf.* vv. 9–11, 17), God invoked the curse of the oath upon himself should he prove false to it. By this ritual God declared in effect that if he failed to fulfill the promises of the covenant (*cf.* vv. 5, 14, 16, 18 ff.), he was like these creatures to be slain and devoured as a feast for the fowls.[5] Thus, on that day the Lord ratified a covenant with Abraham (v. 18), a covenant that was a dispensation of grace and blessing guaranteed by two-fold immutability.[6]

Exodus 24 contains the record of the ratification ceremony of another divine covenant. On this occasion, however, the oath was sworn by the people of Israel, not by the Lord. It was an oath of allegiance by which they devoted themselves to the service of their sovereign Lord according to all the

[5] *Cf.* Jer. 34:19, 20. A parallel among the curses in the treaty of Barga'ayah with Mati'el reads: "[And just as] (40) this calf is cut to pieces, so may Mati'el be cut to pieces and his nobles be cut to pieces" (Sefireh I, A); and among the curses of the vassal treaty of Esarhaddon: "[May Ninurta, chief of the gods,] fell you with his swift arrow; [may he fill] the plain [with your corpses;] may be feed your flesh to the eagle (and) jackal" (lines 425–427).

[6] Note the boundary survey in Gen. 15:18 ff. In several of the extra-biblical treaties there are geographical sections listing the cities and describing the borders which the suzerain confirmed to the vassal. *Cf.* my *Treaty of the Great King*, Grand Rapids, 1963, p. 23 (hereafter abbreviated *TGK*); K. Baltzer, *Das Bundesformular*, Neukirchen, 1960, pp. 21 f., 30; and McCarthy, *op. cit.*, pp. 58 f., 64. This feature of the land survey and grant constitutes an important element in other biblical covenants; for example, Deuteronomy and Joshua 24. In the latter case this covenantal feature has had a broad historiographical impact on the whole book in which it is recorded (*cf.* especially chaps. 12 ff.). The roots of the biblical motif, it may be added, are found in Gen. 1:28.

law he had revealed to them (v. 7).[7] The Book of Deuteronomy is the documentary witness to another such law, or vassal, covenant. In it Moses issued the solemn summons to Israel to swear the ratificatory oath: "Ye stand this day all of you before the Lord your God . . . that thou shouldest enter into covenant with the Lord thy God, and into his oath" (Deut. 29:10a, 12a; *cf.* 29:14; 26:17–19; 27:15–26).[8] The identification of divine covenants ratified by human oath as law covenants explains the virtual synonymity of "law" and "covenant" in passages referring to them. Illustrative of a great volume of biblical evidence for this is the alternating designation of the contents of the two tables of stone as "the ten words (or commandments)" and "the covenant" (*cf.*, *e. g.*, Ex. 34:28; Deut. 4:13; 10:4).[9]

Further confirmation of the existence of a law type of covenant in antiquity and of the identification of the Mosaic and certain other biblical covenants as such law covenants is found in the extra-biblical international vassal treaties and the now familiar parallelism between them and these biblical covenants.[10] The Near Eastern vassal treaties were instru-

[7] *Cf. TGK*, pp. 15 f.

[8] McCarthy argues from Deut. 26:16 ff. that the Deuteronomic Covenant was a contract based on a bilateral oath. He construes vv. 17a, 18a as saying "that Israel 'has caused Yahwe to pledge' and 'Yahwe has caused Israel to pledge' " (*op. cit.*, p. 125; *cf.* p. 170). If the Massoretic text is allowed to stand, that interpretation is made difficult by the remaining content of these verses. For an oath taken by God would hardly consist in demands imposed on Israel (latter part of v. 17), and an oath taken by Israel would not likely stress the divine promise (vv. 18b, 19). Preferable, therefore, is an interpretation such as that reflected in the major English versions; thus, "(17a) You have declared this day concerning the Lord that he is your God . . . (18a) and the Lord has declared this day concerning you that you are a people for his own possession" (*RSV*). These verses are to be understood then not as a description of the ratificatory oath ritual as such but as a summation of the general significance of this covenantal engagement.

[9] See further Gerhard von Rad, *Old Testament Theology*, Vol. I. New York, 1962, pp. 131 f. (translation of Volume I of *Theologie des Alten Testaments*, Munich, 1957); Eichrodt, *op. cit.*, pp. 54, 63.

[10] "Comparison of ancient Near Eastern treaties, especially those made by the Hittites in the fourteenth and thirteenth centuries B. C., with passages in the Old Testament has revealed so many things in common between the two, particularly in the matter of form, that there must be

ments of empire administration. They were declarations of the lordship of a great king and an enforcement of his will on a subject king and servant people. They were law covenants sanctioned by both blessings and curses. The lordship of the great king might be exercised in the form of protection or of destruction. As long as the vassal remained a faithful tributary he might expect to enjoy a relationship of friendship and peace with his suzerain and to receive whatever measure of protection the latter could provide. If, however, the vassal would assert his independence or transfer his allegiance to a new lord he would have to reckon with the vengeance threatened in the treaty against such infidelity and indeed invoked by the vassal himself in his oath of allegiance. Now since in certain notable instances, particularly but not exclusively in the Mosaic covenants, it pleased the Lord of Israel to describe his covenant relationship to his people according to the pattern of these vassal treaties, no other conclusion is warranted than that "covenant" in these instances denoted *at the formal level* the same kind of relationship as did the vassal covenants on which they were modelled. That is, "covenant" in these divine-human transactions denoted a law covenant and hence was expressive of a lordship that could satisfy the terms of the covenant by stretching forth its sceptre in either blessing or curse.

B. New Testament Usage

The conclusion towards which all the foregoing points is corroborated by the New Testament evidence. The Pauline usage is particularly pertinent, especially that in the epistle to the Galatians.

Paul found the difference between two of the Old Testament covenants to be so radical that he felt obliged to defend the thesis that the one did not annul the other (Gal. 3:15 ff.). The promise of God to Abraham and his seed (*cf.* Gen. 13:15; 17:8) was not annulled by the law which came later (Gal.

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some connexion between these suzerainty treaties and the exposition of the details of Jahweh's covenant with Israel given in certain passages in the Old Testament" (Von Rad, *op. cit.*, p. 132).

3:17). The chronological details show that Paul was contrasting the promise covenant not to some general law principle but to the particular historical administration of law mediated through Moses at Sinai after Israel's four hundred and thirty years in Egypt.[11] That administration, called "covenant" in the Old Testament, Paul interpreted as *in itself* a dispensation of the Kingdom inheritance quite opposite in principle to inheritance by guaranteed promise: "For if the inheritance is by law, it is no longer by promise" and "The law is not of faith; but, He that doeth them shall live by them" (Gal. 3:18a and 12; *cf.* Lev. 18:5).[12] The apostle thus saw in the Old Testament alongside the covenant of promise other covenants which were so far from being administrations of promise as to raise the urgent question whether they did not abrogate the promise.

In the Galatians 3 passage Paul calls only the revelation of promise by the name of "covenant".[13] It would, however, be indefensible to assume that Paul repudiated the propriety of the terminology of the Old Testament according to which that administration of law which Paul here distinguishes so sharply from the covenant of promise was itself known as a "covenant". Moreover, in the following chapter of Galatians Paul himself applies the designation "covenant" to the Sinaitic administration. In Galatians 4:24 Paul says that Sarah and Hagar, according to the allegorical illustration he constructs from their history, "were two covenants". One of these is

[11] When Paul speaks of 430 years as the time between promise covenant and law (*cf.* Ex. 12:40 ff.; Gen. 15:13), he evidently regards the entire era of the patriarchal triad as the time of the giving of the promise, a perspective found elsewhere, for example, in Ps. 105:9, 10, "*The covenant* which he made with Abraham, and his oath unto Isaac, and confirmed the same unto Jacob for a statute, to Israel for an everlasting covenant" (*ARV*). *Cf.* Gen. 46:2 ff., especially v. 4.

[12] Calvin accurately reflects Paul when he says that although promises of mercy are found in the law taken as a whole ("the whole law"), they are borrowed elements there and "are not considered as part of the law when the mere nature of the law is the subject of discussion" (*Institutes*, II, xi, 7; *cf.* II, ix, 4 and II, xi, 9; Eng. tr. by John Allen).

[13] Elsewhere in the New Testament the term "covenant" is found on occasion as the name of what is distinctly an administration of promise and divine oath; for example, Lk. 1:72, 73; Acts 3:25.

the Sinaitic Covenant and the other is the covenant of promise, as in the preceding chapter. The contrast between these "two covenants" is, if anything, even more sharply drawn in this passage. The promise covenant is characterized by freedom and the Sinaitic Covenant by bondage. And the thing we are concerned with at present is that in the vocabulary of Paul the Sinaitic administration as such, that is, the administration of law, bondage, condemnation, and death (*cf.* II Cor. 3:6 ff.) was a "covenant".

Paul of course taught that the Mosaic revelation of law made its contribution within the history of redemption to the fulfillment of the promises (Gal. 3:15 ff.). The law covenant did not make the promise covenant of none effect. Somehow the law was administratively compatible with the promise. But even when this compatibility has been affirmed the difference between the two is not denied but rather assumed. The Sinaitic law covenant was consistent with the earlier promise but as a covenant it did not consist in promise.

Historical exegesis, therefore, contradicts any claim that might be made for the exclusive propriety of the use of "covenant" for divine dispensations of guaranteed promise.[14] The evidence from all sides converges to demonstrate that the systematic theologian possesses ample warrant to speak of both promise covenant and, in sharp distinction from that, of law covenant.

II. Systematic Formulation of Covenant

There have been some in the history of Covenant Theology, especially in the earliest stage of its development, who have not formulated in specifically covenantal terminology the pre-redemptive special revelation given to Adam as federal head of the race. As we now shift gears from the method of historical exegesis to that of systematic synthesis it is, therefore, first of all to be observed that historical exegesis, by

[14] "Thus, using only the word ברית itself, that is, employing the method of investigation of terminology, it becomes more and more difficult to write a history of all the ideas which now and then may have made use of it" (Von Rad, *op. cit.*, p. 133).

establishing the warrant for speaking of law covenant, invites systematic theology to include the pre-redemptive relationship of God and man within its covenantal formulations.[15]

A. Pre-Redemptive Covenant

The mere absence of the word "covenant" from Genesis 1 and 2 does not hinder a systematic formulation of the material of these chapters in covenantal terms, just as the absence of the word "covenant" from the redemptive revelation in the latter part of Genesis 3 does not prevent systematic theology from analyzing that passage as the earliest disclosure of the "Covenant of Grace". Obviously the reality denoted by a word may be found in biblical contexts from which that word is absent.[16] So it is in the present case. For the divine administration to Adam at the beginning corresponds fully with the law type of covenant as it appears in the later history. In fact, the biblical theologian discovers that the standard features of ancient law covenant treaties and administration make most satisfactory categories for the comprehensive analysis of the pertinent data of Genesis 1 and 2.

This being so, systematic theology is led by its very nature and purpose as a coordinating and synthesizing science to include the original Edenic administration within its total

[15] It is difficult at best to distinguish between the functions of biblical theology and systematic theology in the treatment of the divine covenants. To analyze these covenants is to trace the history of revelation and divine-human relationship, which is precisely the domain of biblical theology. Certainly, too, biblical theology involves the systematization of the covenantal data under relatively broad historical epochs. The task of systematic theology is hardly distinctive if it consists merely in the summary of the results of biblical theology, and if systematics were to de-historicize its treatment of covenant, distilling from the data general truths of divine-human relationship, it would radically misrepresent the object it was defining.

[16] Replying to critics of the overall orientation of Old Testament theology to the covenant, Eichrodt observed: "The crucial point is not — as an all too naïve criticism sometimes seems to think — the occurrence or absence of the Hebrew word *bᵉrīt*". The latter was "only the code-word" for something more far-reaching than the word itself (*op. cit.*, pp. 17 f.).

covenantal framework. Moreover, the apostle Paul has prepared the way for this step by unifying pre-redemptive and redemptive revelation under the schema of the two Adams. Adam, he tells us, was "the figure" of Christ (Rom. 5:14), meaning that Adam's representative status in God's original government of man is of a piece with the second Adam's representative position in the redemptive administration of the Kingdom. Now inasmuch as this position of Christ as representative of his people is inextricably bound up with the administration of the redemptive covenant, it is difficult in the extreme to forbear from construing the position of Adam, "the figure" of Christ, in terms of covenantal arrangement. Romans 5 and I Corinthians 15 are not without their indications of how closely the two Adams schema and the divine covenants were intertwined in Paul's own thought patterns.[17] Surely it does not become systematic theology to unravel what has been thus synthesized to a degree even in the Scriptures. Systematic theology ought rather to weave together the related biblical strands yet more systematically. Failure to develop the concept of the pre-redemptive covenant as the foundation for redemptive covenant administration will, it may be added, deprive dogmatics of the conceptual apparatus required for a satisfactory synthesis of the work of Christ and the redemptive covenant.

[17] As Paul traces the reign of death from Adam to Christ in Rom. 5, he introduces the Mosaic law between those two representative heads, interpreting the law's design as the aggravation of the offence upon which death was the judgment. "Moreover the law entered, that the offence might abound" (v. 20; *cf.* vv. 13, 14). In the covenant context of Gal. 3 there is a significant parallel to this pattern. Once again the law is introduced as occupying an intermediate historical position, this time between the covenant promise to Abraham and its fulfillment in Christ, and its purpose is interpreted as in Rom. 5:20 (such being the force of v. 19: "It was added because of the transgressions, till the seed should come to whom the promise was made".).

Similarly, I Cor. 15 is thematically interrelated with Gal. 3 by the subject of kingdom inheritance. The former passage teaches that only those who are in Christ and thus bear the image of the second Adam can inherit the kingdom of God (vv. 42–50). The latter likewise teaches that it is those who are Christ's who are heirs according to the covenant of promise (vv. 18, 29).

B. The Priority of Law

Once it has been determined that there is law covenant as well as promise covenant and that systematic theology must recognize that the pre-redemptive revelation of law falls within the boundaries of divine covenant administration we may undertake the construction of a general definition of covenant for use in biblical and systematic theology. This definition must correspond in its formal structure to one of the actual types of arrangement historically called "covenant" and at the same time be serviceable as a unifying formula for the totality of divine-human relationship from creation to consummation. The problem here reduces to the question of the historical, theological, and formal qualifications of law covenant and promise covenant.

Historical priority belongs incontestably to law covenant since pre-redemptive covenant administration was of course strictly law administration without the element of guaranteed blessings. By the same token promise covenant is disqualified from the outset as a systematic definition of covenant because it is obviously not comprehensive enough to embrace the pre-redemptive covenantal revelation. It remains, however, to show that law constitutes the ground structure of redemptive covenant administration and thus that a definition of covenant as generically law covenant would be applicable over the whole range of history as is necessary in a systematic theology of the covenant.

This leads us back to the subject of the compatibility of law and promise. Giving a turn to Paul's question whether the covenant of promise was annulled by the subsequent promulgation of a covenant of law, the question of whether the law was against the promises of God, let us now pose the theological issue involved in its earliest historical form: Was the covenant of law established by God at the beginning (Gen. 1 and 2) made of none effect by the subsequent introduction of the promise (Gen. 3:15)? Was the promise against the law of God? None should hesitate to answer this question, as Paul did his, with a "God forbid". For if there were an annulling of the Edenic law covenant after it had been established by God and later broken by man, then the justice of

God would be mutable and his threats vain. God remains just when he justifies the ungodly through his administrations of promise. Herein is the depth of his redemptive wisdom revealed that in the very process of securing for his chosen the covenant's blessing of life, God honors his original covenant of law in its abiding demand for obedience as the condition of life and with its curse of death for the covenant breakers.[18]

It is in Christ that the principles of law and promise cooperate unto the salvation of God's people. Ordinary suzerains of antiquity were not able to implement their administrative purposes by sovereign exercises of election, propitiation, and irresistible grace such as would result in the reconciliation and the subsequent perseverance in loyalty of their offending subjects. Consequently, they were unable in their covenants to guarantee to the vassals the perpetuity of those benefits which were contingent on a continuing display of loyalty. But because the Lord of Adam, Abraham, Moses, and Paul is the God of sovereign election and grace, the God who gives Christ as a covenant to his people, he is able to guarantee an everlasting realization of the beatitude of this covenant to his covenant-breaking vassals even while he reaffirms that the fulfillment of the holy demands of his law is the prerequisite of the promised blessings.

Galatians 3:18 must be stressed in Covenant Theology, but so too must Romans 5:18–21. It is by the *obedience* of the one that the many are made righteous unto eternal life. Though the many inherit the blessings not by law (in the Gal. 3:18 sense) but by promise, they are not heirs at all

[18] In Rom. 3:31 Paul similarly maintains that law is not made void by the promise-faith principle (*cf.*, also, Rom. 6). However, it is the regulative character of law as norm of conduct that is in view in Rom. 3:31, whereas law in our discussion above is the demand of the justice of God according to which he so declares his righteousness in the salvation of men "that he might be just, and the justifier of him that believeth in Jesus" (Rom. 3:26). Our concern is with law as a principle of inheritance, and that not in the sense of inheritance through human works (the principle expressed in the Mosaic Covenant in and of itself, by which, as Paul affirms, man cannot actually secure the inheritance), but in the sense of inheritance through the works which Christ must perform in declaration of the inherent righteousness of God as he justifies believers.

except they are heirs in and through Christ, joint-heirs with Christ. For the promises of the covenant are yea and amen only in Christ. And therefore the promises are made secure to the many according to the principle of inheritance by law after all. For Christ himself enters upon the inheritance as the forerunner, surety, and head of the many only when by his active and passive obedience he has fulfilled the constant *Hauptgebot* of the covenant and submitted to the demand of the curse sanction voiced in the covenant from the beginning. Now if it is the obedience of the one that is the ground of the promise-guarantee given to the many, then clearly the principle of law is more fundamental than that of promise even in a promise covenant.[19]

The difference between pre-redemptive and redemptive covenant is not then that the latter substitutes promise for law. The difference could be stated in terms of the substitution of promise for law only if regard were had exclusively for that aspect of redemptive administration dealt with in Galatians 3:18. Offered as a general or basic analysis of the matter, such a statement of the difference would be deceptively deficient. The difference is rather that redemptive covenant *adds* promise to law. Redemptive covenant is simultaneously a promise administration of guaranteed blessings and a law administration of blessing dependent on obedience, with the latter foundational.

The weakness of the traditional designation, "Covenant of Works", for the pre-redemptive covenant is that it fails to take account of the continuity of the law principle in redemptive revelation and therefore is not a sufficiently distinctive term. The principle of "works" continues into redemptive covenant administration, not only in the sense already stressed that the blessings of redemption are secured by the works of a federal head who must satisfy the law's demands, but, in the sense, too, that none of the many represented by Christ attains to the promised consummation of the covenant's

[19] All blessings that come to fallen mankind, not exclusively those of salvation, come through Christ and depend on his obedient execution of his Father's will. Common grace belongs within the domain of Christology. Accordingly, the promises of the covenant of Gen. 9, too, involve the principle of blessing contingent on works.

beatitude except he attains to that holiness without which man does not see God.[20] Furthermore, while the two Adams schema is not to be divorced from a systematic conception of the covenant, it does not exhaust the latter. Or to put it in other terms, election is not co-extensive with redemptive covenant. And the law principle appears in yet another way in the experience of the non-elect within the covenant; for their judgment unto greater condemnation is according to their works, works the more evil because they are in violation of stipulations enhanced by their context of redemptive covenant.

The enunciation of the law principle in the Mosaic Covenant did not annul the promise given four hundred and thirty years earlier because this law principle did not come alone or as a substitute for promise. The Mosaic Covenant in itself, as a covenant ratified by Israel's oath, made law obedience by the Israelites themselves the way of life-inheritance, and yet in the Mosaic Covenant *as a whole* law was accompanied by promise sealed by divine oath and offering an alternate way of inheritance.[21] Far from being annulled by the Mosaic Covenant, the promise was renewed in it. And the administrative compatibility of the law and promise principles of inheritance, as joint elements within a single covenant, is explained by the fact that they were alternates to one another. But our main immediate concern is to observe that even the promise alternate was itself ultimately a way of law — not the way of individual obedience to the law which was explicitly enunciated in the Mosaic Covenant, but one which was implicit in the promise itself, the way of vicarious law obedience and satisfaction by the Christ of promise.[22]

[20] With respect to this aspect of the matter the observation is in order that the law's stipulation is compatible with the guarantee of the promise because of the compatibility of human responsibility with the divine sovereignty that is glorified in the immutable decree of election and its irresistible execution by the Holy Spirit.

[21] The Deuteronomic law covenant mediated through Moses contains a divine oath sealing the promise of ultimate and eternal restoration of a remnant by the grace of God. (*Cf. TGK*, pp. 38 f., 132 f., and 142 ff.)

[22] The Mosaic ritual of atonement gave dramatic symbolic expression to the law basis of the promise and it is this line of continuity between the Mosaic Covenant and the New Covenant that is stressed in the book of Hebrews.

The conclusion may now be stated that a truly systematic formulation of the theology of the covenant will define covenant generically in the terms of law administration. For there was covenant administration without the feature of guaranteed promise in Eden, but the principle of inheritance by law has been at the foundation of covenant administration in every age of divine revelation. The Great King of the covenant is unchangeable in his holiness and justice. Merciful he may be according to his sovereign will; but all his works are in righteousness and truth. The satisfaction of the divine law underlies every administration of divine promise.

A systematic definition of covenant in terms of law covenant will have the necessary formal as well as historical and theological qualifications. For law covenant with its duality of sanctions, curse threat as well as offer of blessing, will be formally comprehensive enough to accommodate promise covenant within its generic framework. The addition of the principle of election and guaranteed blessing by which redemptive covenant is distinguished from pre-redemptive covenant will not amount to an addition to the formal generic structure, but to a new functional mode for one element (*i. e.*, for the blessing sanction) in the existing law form. This new principle can and must then be treated in the systematic classification of the data not as a generic but as a specific and special covenantal feature.

It is true, as we have seen, that in historical exegesis particular covenants emerge which are in themselves promise covenants (*e. g.*, Gen. 15). Moreover, in systematic formulation we will want to distinguish, within the totality of purpose and achievement that constitute the redemptive covenant, the *proper* purpose of that covenant, namely, the salvation of the elect. But when we recognize this proper soteric purpose we are not to reduce the redemptive covenant to that proper purpose.[23] Much less are we to equate the proper purpose of

[23] The mission of Christ offers an analogy, or better, another way of looking at the same thing. The Scriptures declare that the Son of God entered the world to destroy all the works of the Devil (I John 3:8). Surely too his coming actually issues in the condemnation of those who believe not (John 3:18). Accordingly, when John 3:17 says that Christ's coming was not to condemn but to save the world, it must be interpreted

the redemptive covenant with the generic nature of covenant systematically defined so as to cover pre-redemptive and redemptive covenant administrations.

Unfortunately, Covenant Theology has exhibited a strong bent towards such a reduction of covenant to election. To do so is to substitute a logical abstraction for the historical reality and to shunt systematic theology from its peculiar end of synthetic summation. The covenantal data of historical exegesis which the dogmatic theologian has failed to do justice to in his definition will eventually have to be dealt with somehow or other, but the treatment of them will be problematic and awkward. In fact, it will be impossible to incorporate elements like correlative promise-threat or actual divine vengeance against the disobedient as *covenantal* elements. This impossibility may be obscured by means of a distinction made between an internal and external covenant, but what that manifestly amounts to is the use of the word "covenant" for what is by prior definition the contradiction of covenant.[24] Other symptoms of the inadequacy of such an approach to the definition of covenant appear in the history of Covenant Theology. Among them are the separation of the so-called

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not as a statement of a total design of the messianic mission but as an indication only of Christ's proper purpose.

[24] Herman N. Ridderbos' comments on the section of Galatians that has figured in the foregoing discussion may be cited as a recent and typical example, *The Epistle of Paul to the Churches of Galatia*, Grand Rapids, 1953, pp. 130 f., n. 2. Ridderbos states that "the essence of the covenant-idea" is the idea of "validity", that is, of "a one-sided grant" or "one-party guarantee". "God's unconditional promise" is the "heart and kernel" of the redemptive covenant. When therefore Ridderbos turns to the Sinaitic Covenant with its promises conditioned by stipulations, he must acknowledge there is "a structural change in the covenant-relationship" and resort to the notion of "a wider and more external meaning" of the covenant in distinction from the covenant as he would define it. But to use the word "covenant" for this external relationship is a *tour de force* after one has committed the fallacy of equating the "covenant-idea" by definition with the proper purpose of redemptive covenant. Ridderbos is more consistent with his own definition when he says: "But, however closely the law is bound up with the promise in the Sinaitic covenant, the fulfillment of the promise is not dependent upon a human fulfillment of the law as attendant condition. *Then God's covenant would no longer be a covenant*" (*ibid.*, pp. 135 f.; italics ours).

"Counsel of Redemption" from the "Covenant of Grace" and not a little of the debate over whether or not the covenant is conditional.

Coherence can be achieved in Covenant Theology only by the subordination of grace to law. Election must be subordinated to covenant, the representative headship of the two Adams to the lordship of God, redemption to creation. Rejection of the equation of covenant with the election-guaranteed promise principle is necessary to avoid the conceptual fragmentation of the theology of the covenant. Covenant conceived of as guaranteed promise cannot assimilate conditional promise. But the covenant concept that has law as its foundation and makes its promises dependent on the obedience of a federal representative can accommodate guaranteed promises. For if the federal representative is the Son of God the prerequisite fulfillment of the law is assured. Moreover, the subordination of grace to law will prove the best way to develop a full-orbed and biblically focused formulation of gospel. For in the broader framework of law covenant Christ's total activity as at once Lord and Servant of the covenant, Second Adam and Judge, can be fully integrated in one comprehensive and unified synthesis. And redemption will then be seen for what it is, a two-sided judgment in which the blessing of the covenant comes always through the covenant curse.

C. Covenant and Kingdom

If it is recognized that law covenant must provide the formal generic pattern, a systematic definition of covenant may be ventured with assurance that it is at least pointing in the right direction. God's covenant with man may be defined as an administration of God's lordship, consecrating a people to himself under the sanctions of divine law. In more general terms, it is a sovereign administration of the Kingdom of God. Covenant administration is Kingdom administration. The treaties are the legal instruments by which God's kingship is exercised over his creatures.[25]

[25] "The *foedus iniquum* of the Sinai covenant, therefore, in fact created a domain with an overlord and subjects; henceforward the idea of the *Kingdom of God* is in the air" (Eichrodt, *op. cit.*, p. 40).

Congenial to Reformed Theology surely is the centrality of God, the Great King of the covenant, in this definition. It is God's lordship that is the core and constant of the covenant. That covenantal sovereignty of the Lord is manifested in his law, in his imposition of the stipulations of the law and in his infallible declarations respecting the certain execution of the law's dual sanctions, promise and threat. The eventual visitation of either sanction, or of both curse and blessing as in the redemptive judgment that consummates the New Covenant, further reveals the divine lordship and so confirms the covenant.

The theocentric focus of the definition on the divine lordship ought to be continued in the designations for the individual covenantal administrations of the Kingdom.[26] The overall unity of the covenants will be provided by the concept of the Kingdom of God, of which they are so many manifestations. If a general unifying term were desired it might then be Covenant of the Kingdom. For the two major divisions of the Covenant of the Kingdom our suggestions would be Covenant of Creation and Covenant of Redemption. Since the terms "creation" and "redemption" call attention to God's position in relation to his covenant people as their Maker and Owner-Possessor they effectively unfold the concept of God's lordship. Moreover, these terms point to a fundamental distinguishing feature of each covenant in the distinctive kind of divine action by which each covenantal order was established.

[26] The desirability of changing the traditional term, "Covenant of Works", was urged above on the ground that it was not sufficiently distinctive. The other traditional designation, "Covenant of Grace", is also somewhat deficient in the same respect, but not so seriously. Grace in the specific sense that it effects restoration to the forfeited blessing of God is of course found only in redemptive revelation. But in another sense grace is present in the pre-redemptive covenant. For the offer of a consummation of man's original beatitude, or rather the entire glory and honor with which God crowned man from the beginning, was a display of the graciousness and goodness of God to this claimless creature of the dust. In addition, as over against the theocentric terms suggested above, the orientation of both the traditional terms is anthropocentric, their concern being with the way in which man attains to the covenant blessings.

Inclusion of the idea of consecration in the definition reminds us that the concern of covenant is to establish a special relationship between two parties. At the same time, characterizing this relationship as one of consecration, the consecration of man to God, maintains the theocentric emphasis on the divine sovereignty and glory. It is this absolute sovereignty of God in the reciprocal relationship which, when recognized, prevents the legalistic distortion of the religious-covenantal bond into a mercantile *quid pro quo* contract.[27]

The close association of consecration with law serves to distinguish this law as covenant law. For there is a difference between covenant law and a mere legal code. A law code like Hammurapi's regulates the relationships of the law promulgator's subjects to one another. Covenant law regulates the relationship of the covenant maker's subjects to himself. Covenant law does, to be sure, deal with the mutual relations of the suzerain's vassals but always as an aspect of their allegiance and obligations to the suzerain. The stipulations of the covenant sometimes begin with the declaration of this central and controlling demand for personal allegiance to the overlord; all other additional stipulations are so many specifications of the vassal's primary allegiance. We may point up this fundamental difference between covenant stipulations and ordinary laws by the observation that Moses was not a law giver but a covenant mediator.[28] He was not an Israelite Hammurapi but the agent through whom the Great King of heaven bound a people to himself in a relationship of service. The covenantal commandments revealed through Moses were first and last concerned with the duty of the

[27] *Cf.* Eichrodt, *op. cit.*, p. 44.

[28] In the rich mercies of God's covenant with Israel the King of Heaven makes this vassal people of the earth his own Kingdom proper, as it were. Hence, motifs characteristic of accounts of the relationship of ancient oriental kings to their own people are also found in the total biblical portrayal of God's royal relationship to his earthly subjects. For example, God's reign through Messiah, his Son-King, is depicted as one of establishing justice for the poor and needy and of being a light to the people, even as the Prologue-Epilogue of Hammurapi's law code claims that he fulfilled the call of the gods to make justice prevail in the land that the strong might not oppress the weak, to rise like the sun over his people and to light the land, and in general to be a saviour-shepherd of his people.

covenant people to Yahweh their Lord, the duty to walk before him in perfect loyalty.[29]

The mention of consecration also suggests the important oath ritual of the ratification ceremony; it hints, too, at the climactic issue of the covenant in its final consummation to the praise of God. The possible or actual issue of the covenant in a consummation involving both blessing and curse sanctions is not contradicted when covenant is defined in terms of consecration. That is, there is no inconsistency in the combination of consecration and dual sanctions. For the devotion of a doomed Jericho in flames to the satisfaction of God's offended sovereignty is a form of consecration, even if quite different from the consecration of, say, the Nazirites to God's service and favor. Either way man's consecration is the manifestation of God's lordship and so the fulfillment of the covenant.[30]

Westminster Theological Seminary, Philadelphia

[29] The arrangement of the Decalogue with its primary demand to observe Yahweh's exclusive lordship illustrates the peculiarity of covenant law. McCarthy (*op. cit.*, p. 161) must acknowledge that the Decalogue suits perfectly as the stipulations of a covenant even though he will not grant that the Decalogue exhibits the documentary pattern of ancient treaties. His failure to recognize the treaty form of the Decalogue more fully stems from his acceptance of a fragmenting source analysis of the text which eliminates the sanction formulae from the reconstructed "original" text and otherwise obscures the force of the relevant data from the broader context. It is strange that McCarthy should follow such a method for, as he is well aware, the kind of interspersing of sanction reminders among stipulations that is found in the Decalogue is attested in a variety of specific ways in many ancient treaties (*cf. ibid.*, pp. 34 f., 66, 71, 75). His form-critical study should have led him to abandon the obsolete conclusions of a subjective literary criticism. Instead, he has allowed the pronouncements of literary criticism to warp his interpretation of the objective texts bearing on the Sinai episode and thereby to distort seriously his reconstruction of the history of covenant forms in Israel (*cf. ibid.*, pp. 172 ff.).

[30] The nature of covenant as law administration has important implications for the significance of the covenantal signs, particularly those of consecration. That subject will be pursued in a sequel to the present article.