

## AN ARGUMENT AGAINST THEOLOGICALLY CONSTRUCTED COVENANTS

JEFFREY J. NIEHAUS\*

During the last hundred years a historically unique way of doing covenant theology has developed. That way understands and works with the biblical covenants between God and people. But it goes beyond those covenants, which the Bible identifies as such, and postulates larger covenant entities: overarching covenants that assimilate the biblical covenants. John H. Walton, himself a practitioner of this approach, distinguishes the operative concepts of covenant as follows: “Covenants may be identified as ‘biblical’ covenants, articulated as covenant in the Bible, or ‘theological’ covenants constructed by theologians, often composites of several biblical covenants.”<sup>1</sup> A concept that often goes hand in hand with such an approach is that of the “unity of the covenants.” Those who understand the biblical covenants within the framework of an overarching, theologically constructed covenant generally do so with a desire to be able to maintain the unity of the covenants. Laudable as that desire may be, however, it has produced a way of dealing with covenants, and with the Bible as a whole, that contributes more confusion than clarity. The reason for that lies in the concept of a “theologically constructed covenant.” I hope in this paper to show the inadequacy of that concept and to propose a better alternative. A survey and critique of some major theologically constructed covenants is in order before an alternative is presented.

### I. SURVEY AND CRITIQUE

There are three major variations on the theological construct approach, and each may be represented by a practitioner. One theologically constructed covenant of some standing (and long standing) among covenant theologians has been the “Covenant of Grace.”<sup>2</sup> I will discuss and critique this covenant with reference to Meredith Kline’s recently published advocacy of it. In addition to the “Covenant of Grace,” two other constructs have recently appeared. One comes from John H. Walton. He has proposed an alternative

\* Jeffrey Niehaus is professor of Old Testament at Gordon-Conwell Theological Seminary, 130 Essex Street, South Hamilton, MA 01982.

<sup>1</sup> John H. Walton, *Covenant* (Grand Rapids: Zondervan, 1994) 61, n. 2.

<sup>2</sup> Cf. Edward J. Young, *The Study of Old Testament Theology Today* (Westwood, NJ: Revell, 1959) 84.

to the “Covenant of Grace” and calls that alternative simply “The Covenant.” The other comes from William Dumbrell. He has produced an unusual assimilation of all divine-human biblical covenants and argues that just one covenant relationship characterizes all of them.<sup>3</sup> All of these efforts breathe the same spirit, and all of them have the same problem.

1. *The “Covenant of Grace.”* Meredith Kline speaks of what is called the “Covenant of Grace” in his *Kingdom Prologue*. The “Covenant of Grace” is that which “encompasses all the redemptive administrations from the Fall to the Consummation,” hence, all of the covenants from the Noahic to the “new” or “second” covenant (Heb 8:6–8). This overarching covenant is not expressed as such anywhere in Scripture, but is a concept arrived at by “the traditional procedure of covenant theology whereby the individual *berith-diatheke* transactions of redemptive history are combined into ever more comprehensive ‘covenant’ entities, culminating in what is usually called the Covenant of Grace.”<sup>4</sup> Such a concept is desirable because we recognize “that there is a fundamental unity among all the individual covenants” after the fall, and it is therefore appropriate to find an expression that displays or summarizes that unity.<sup>5</sup>

It would be a good thing to identify biblical precedent for such a unifying procedure if possible. Kline recognizes that possibility and proposes a way of fulfilling it:

the process of identifying higher levels of covenantal unity is surely proper, for the biblical authors themselves already did that kind of systematizing of the covenants. For example, in Psalm 105:9,10 (cf. 2 Kgs 13:23; 1 Chr 16:16, 17) there is a virtual identifying of God’s separate covenantal transactions with Abraham, Isaac, and Jacob. And the separate covenants enacted by Moses at Sinai and in Moab and the later renewals of this arrangement in Joshua 24 and elsewhere in the Old Testament are repeatedly spoken of by later Old Testament authors and by New Testament authors as one covenant of the Lord with Israel, which the book of Hebrews refers to as the “first” over against the “new” or “second” covenant (Heb 8:6–8).

It may be that these covenant renewals provide a precedent or an analogy which justifies an overarching concept like the “Covenant of Grace.” But it is not so without further examination. That is the case because the two examples which Kline cites are precisely covenant *renewals*. God made a covenant with Abraham, and then renewed it with Isaac and Jacob. God made a covenant with Israel through Moses for one generation (the generation of the wilderness wanderings after Sinai), then renewed it through Moses for another generation (the generation that would conquer Canaan under Joshua); that same covenant was then renewed through Joshua, and so on. The Lord’s procedure in each case was like that of an ancient Near

<sup>3</sup> Dumbrell’s approach is espoused by Scott Hafemann, whose work we will also consider.

<sup>4</sup> Meredith G. Kline, *Kingdom Prologue* (Overland Park, KS: Two Age Press, 2000) 6.

<sup>5</sup> *Ibid.*

Eastern suzerain, who would make a treaty/covenant with a vassal and then renew it with the vassal king's heir when that heir ascended his father's throne—in other words, when a new generation became vassal.

So there is a chain of covenant renewals from Abraham through Jacob, and another chain of covenant renewals from Moses through Joshua and beyond. But these are renewals of two distinct covenants. So, it is appropriate to speak of “a virtual identifying of God's separate covenantal transactions with Abraham, Isaac, and Jacob,” because in a sense those are all the same covenant, the original Abrahamic covenant being renewed with each generation. Likewise, “the separate covenants enacted by Moses at Sinai and in Moab and the later renewals of this arrangement in Joshua 24 and elsewhere in the Old Testament” are indeed “repeatedly spoken of by later Old Testament authors and by New Testament authors as one covenant of the Lord with Israel,” because they are: renewals of the Sinaitic covenant made originally through Moses. In the ancient Near East and in the OT, covenant renewals formed part of the original covenantal relationship, because they enshrined the legal continuance of that relationship for subsequent generations. But that is very different from saying that they provide a basis for an overarching formula, such as the “Covenant of Grace,” which unites different covenants under one aegis.

One must face the question, in fact, whether such a thing as a “Covenant of Grace” actually exists (except, that is, in the minds of some theologians). The “Covenant of Grace,” as noted above, is not a concept stated anywhere in Scripture. It is a human construct that attempts to place all of God's redemptive covenants, from the Noahic to the new, under one umbrella. Now it is true that God has worked through the course of history by a series of covenants, from the Noahic onward, in order to prepare humanity for his final covenant, the new covenant in Christ's blood. But the fact that God used several covenants as a means of progressive revelation, with the new covenant as a goal, does not mean, *ipso facto*, that all of those covenants actually constitute one overarching “Covenant of Grace.” We have already seen that the analogy of a covenant renewal process within individual covenants is inadequate to establish such a connection. That is so even though the two examples that Kline cites, the Abrahamic and the Mosaic covenants (with their renewals), are in fact very much connected, and connected with the new covenant as well, as we will argue later. So, more work is needed in order to display quite clearly both the nature of each of the post-Adamic covenants and the limitations of their connectedness. We may find that they actually possess important connections, and yet not to the degree that they should be construed into one overarching “Covenant of Grace.”

A major problem with the “Covenant of Grace” construct lies with the differences between the major post-Adamic covenants. The Noahic covenant and the Mosaic covenant are good examples.

The Noahic covenant, as Kline rightly observes, is a recreation covenant, meant to restore the earth as a livable kingdom, with humanity as viable royalty upon it. The way in which Gen 9:1–3 echoes the stipulations of

Gen 1:28 makes this clear. In both cases the human royal vassals are to be fruitful, multiply, and rule over the earth (with the added blessing of fear, which facilitates human rule, imposed upon the animals in Gen 9:3). The purpose of this covenant is to reestablish, under common grace, a livable world in which God's program for the salvation of an elect people can proceed. By its very nature, then, it is quite different from any subsequent covenant which God makes with his chosen people, who (unfortunately) form only a small subset of the human beings who dominate the planet. The difference, again, is between a common grace covenant, a covenant with all humanity (in the person of Noah and his family, from whom all humanity devolve) and with the fallen world itself (Gen 9:10) on the one hand, and a series of special grace covenants with small elect groups (the Abrahamic, Mosaic, Davidic, and new covenants) on the other. Such a fundamental difference makes it a doubtful procedure to group all of these covenants, the Noahic and the post-Noahic, under one aegis and to label them a "Covenant of Grace."

2. *"The Covenant."* John H. Walton has proposed an alternative to the "Covenant of Grace," calling that alternative simply "The Covenant." In order for a biblical covenant to qualify as part of "The Covenant," it must have two distinguishing characteristics, qualities the lack of which, as Walton explains, disqualifies the Noahic covenant from taking part:

the constituent phases of what I am calling The Covenant each contain an element of election. It is this characteristic feature that binds them together. Additionally, in The Covenant each new phase consistently establishes points of contact with the previous phases. The covenant with Noah, however, stands outside and separate on both these counts. Therefore, while the covenant with Noah clearly represents an agreement between God and man, the absence of the characteristic elements that define the other covenants in the text suggest it is entirely distinct from The Covenant and not to be included in God's program of special revelation.<sup>6</sup>

Whereas the "Covenant of Grace" included all covenants after the Fall as part of God's redemptive work, "The Covenant" includes only the special grace, or special revelation, covenants. The result is two types of covenant: the common grace or common revelation covenant (Noahic) and the special grace or special revelation covenant (Abrahamic—new). All of the special grace covenants are assimilated into "The Covenant."

Some of the arguments that applied against the "Covenant of Grace" also apply here. The fact that God used several special grace covenants as means of progressive revelation, with the new covenant as a goal, does not mean, *ipso facto*, that all of those covenants actually constitute one overarching covenant. The fact that each special grace covenant contains elements of election and of connection with the preceding covenant only illustrates that they are all part of the same program: it does not make them all one covenant. (Walton also uses the term "program," but he equates God's "program of

<sup>6</sup> Walton, *Covenant* 47.

revelation” with “The Covenant.” I use the term “program” differently, as will become evident below.)

Walton is careful to note the distinguishing qualities of those covenants that constitute “The Covenant.” He also acknowledges the areas of discontinuity between them. For all that, however, he makes a remarkable statement about the covenants:

In the hypothesis presented here, continuity exists as a result of the opinion that each of the covenants, Abraham through the new covenant, plays an integral part in God’s program of revelation. Each is a part of a single, unified program of revelation. The enactment or primacy of one does not mean the nullification or subordination of another. None of these covenants replaces the one before it—each supplements what has come before.<sup>7</sup>

Walton adds that “[t]he new covenant is founded on the completion or fulfillment of the old covenant and thus provides an organic relationship. Because of this organic relationship, the two together comprise The Covenant.”<sup>8</sup>

Our discussion of the new covenant will give opportunity to say more about these matters, but some remarks are in order now. First, to say of the covenants that “[t]he enactment or primacy of one does not mean the nullification or subordination of another” apparently runs counter to what the author of Hebrews had in mind, when he declared, “By calling this covenant ‘new,’ he has made the first one obsolete; and what is obsolete and aging will soon disappear” (Heb 8:13).<sup>9</sup> Second, although the new covenant is

<sup>7</sup> Ibid. 49.

<sup>8</sup> Ibid. 50.

<sup>9</sup> Walton (ibid. 154) is very aware that the author of Hebrews appears to contradict him. So he devotes a paragraph to Heb 8:13, in which he understands the terms “obsolete” and “disappear” in a special way. The old covenant, according to him, no longer functions as a means for relating to God: “with the availability of the new covenant, there is no longer the option of relating to God on the old terms.” Yet, counterintuitively, that does not make it obsolete: “This does not mean that the purpose of the old covenant (in this model, revelation) is obsolete.” For Walton, “relationship to God by means of an Old Testament understanding alone will not suffice. That is what is obsolete and soon to disappear altogether.” This interpretation, however, does not do justice to Heb 8:13, nor to Hebrews in general. It ignores the fact that the purpose of the old covenant was not simply revelation, although, of course, God does reveal himself in all of his covenantal behavior, from covenant institution to covenant maintenance to covenant lawsuit. As J. Levenson has aptly remarked, “The revelation of God in history is not, according to covenant theology, a goal in and of itself, but rather, the prologue to a new kind of relationship, one in which the vassal will show fidelity in the future by acknowledgement of the suzerain’s grace towards him in the past” (Jon D. Levenson, *Sinai and Zion: An Entry into the Jewish Bible* [San Francisco: Harper & Row, 1985] 43). One important function of the Mosaic covenant was to lay the foundation for a theocratic nation state. For that reason, the covenant has a great deal of legislation regulating the activity of people in that state. But that theocracy, that old covenant form of God’s kingdom, has indeed passed away, and the case laws that governed it are a dead letter, as are the laws that governed its cultic institutions. When the author wrote Hebrews, all that remained was the external form of that old covenant kingdom, and even that was under Roman suzerainty, and would indeed “soon disappear.” Hebrews is, of course, more concerned with the priestly aspect of the old and the new than with the social. Yet the author does declare that members of this new and better covenant have come now to “the heavenly Jerusalem” rather than to the earthly. Finally, the author of Hebrews does not deny that the *revelational value* of the old covenant is in place, since he quotes from it abundantly. What he says is that the old covenant itself is obsolete and passing away.

indeed “founded on the completion or fulfillment of the old covenant,” that does not mean the new now joins the old as part of “The Covenant.”<sup>10</sup> There is a better way to understand what Walton calls the “organic relationship” between them, as I hope to show later.

The desire to see these two intimately related but also drastically different covenants as one is understandable, precisely because they are intimately related, and because they, along with the other special grace covenants (Abrahamic, Davidic) play an integral part in God’s program of revelation. But that does not make them one covenant.

### 3. “One Divine Covenant.”

a. *W. J. Dumbrell.* Like Kline and others before him, W. J. Dumbrell has argued for a covenantal approach to biblical theology.<sup>11</sup> Like them, he has sought to use covenants as a means of affirming the unity of the Bible:

In postulating a unity for biblical theology in covenant, the older reformed theologians were entirely correct. They arrived at this conclusion by postulating a unity between the testaments derived from the unfolding of divine purpose. In this they were again correct.<sup>12</sup>

John Walton proposes “The Covenant” as a way of unifying the special grace revelations of God. The unity at which Dumbrell aims goes beyond “The Covenant.” He proposes that, although there are several covenants in the Bible, there is in fact only “one divine covenant.” He reaches this conclusion after a study of Genesis 1–9:

It would follow from our analysis of Gen. 1–9 that there can be only one divine covenant, and also that any theology of covenant must begin with Genesis 1:1. All else in covenant theology which progressively occurs in the Old Testament will be deductible from this basic relationship, and we shall have occasion to note the chain of connection which having moved from creation to Noah, leads from Noah to Abraham, from Abraham to Sinai, to David, to the Jeremianic new covenant and thence to Jesus its fulfiller.<sup>13</sup>

Most biblical theologians probably could affirm everything in this statement, except the first independent clause. God’s program of salvation produces a new humanity (2 Cor 5:17; *via* a second Adam, 1 Cor 15:45ff.) and a new heaven and earth (Rev 21:1, cf. Isa 65:17, 66:22). So it is true that “any theology of covenant must begin with Genesis 1:1.” It is also true that “[a]ll else . . . which progressively occurs in the Old Testament will be deductible

<sup>10</sup> It is noteworthy that Walton also contradicts Hebrews at another point. He states, “It is not that the ‘first’ covenant was defective. The new covenant is a better covenant because it has better promises, as identified in Jeremiah 31” (p. 153). However, Heb 8:7 declares that, “if there had been nothing wrong with that first covenant, no place would have been sought for another.” But, if there was something “wrong” with the first covenant, then it was indeed defective.

<sup>11</sup> W. J. Dumbrell, *Covenant & Creation* (Grand Rapids: Baker, 1984).

<sup>12</sup> *Ibid.* 42.

<sup>13</sup> *Ibid.*

from this basic relationship”—that is, the relationship enjoyed by God and humans in Genesis 1 but then broken by sin. It is far less obvious that throughout the Bible there is only “one divine covenant.” Such a statement appears to run counter to the fact that the Bible contains a number of divine-human covenants, each of which has its own distinctives, including its own distinct and immediate requirements and purposes. And those covenantal distinctives, some of which we have mentioned above, are very real, even though there are also important ways in which the covenants interrelate, and ways in which later covenants depend upon earlier ones, as we shall discuss below.

Dumbrell’s conclusion, which seems so counterintuitive, is based on a misunderstanding of the nature of covenant itself. For him, a covenant does not create a relationship between two parties. Rather, it confirms an already existing relationship. So he writes of the OT covenants, “The very evident fact in each case is that the role of the agreement is not to initiate a set of relationships. What the covenant does is formalize and give concrete expression to a set of existing arrangements.”<sup>14</sup> He cites a number of examples, from Joshua’s covenant with the Gibeonites (Joshua 9) to that of Jehoiadah the high priest with King Joash of Judah (2 Kgs 11:17), and concludes:

Though the terminology is not constant and though the constituent elements differ, and though equally the status and nature of the parties to the conclusion is not uniform, what remains the same in each case is that the covenant concluded refers to and involves a final solemn commitment by which a state of existing relationships is normalized.<sup>15</sup>

Closer examination of the examples he cites does not support this sweeping statement. It may be that the covenant which Jehoiadah “cuts” between the Lord and the king, and between the king and the people, involves a normalizing of “a state of existing relationships.” Jehoiadah has just crowned Joash king (v. 12), and Joash and the people are already in covenant with God (the Mosaic covenant). So, the covenant made in verse 17 may be a confirmation of those existing relationships. However, the same cannot be said of Joshua’s covenant with the Gibeonites. The Gibeonites deceive Joshua and the elders of Israel into thinking they are from far away. On the basis of that deception, Joshua and Israel “cut” a covenant with the Gibeonites, “a treaty of peace to let them live” (Josh 9:15). The text does not tell of any “state of existing relationships” between Israel and Gibeon before that moment. Indeed, it was unknown how Israel might treat the Gibeonites, and the Gibeonites knew that their lives hung in the balance. The whole point of their asking for a treaty was to exact a commitment of peace from the Israelites who might otherwise slay them.

The fundamental error of Dumbrell’s analysis is a failure to distinguish between covenants and covenant renewals. The covenant between Joshua

<sup>14</sup> *Ibid.* 18–19.

<sup>15</sup> *Ibid.* 19.

and Gibeon is a covenant which establishes a new state of affairs, a relationship committed to peace between two parties who were not related before the covenant (indeed, Israel entered into it with an erroneous idea of who the Gibeonites were). The covenant between the Lord and Jehoiadah and the people, that they would be the Lord's people, is a covenant renewal: a reaffirmation of the Mosaic covenant under which they already stood.

The failure to distinguish between these two types of covenant (covenants and covenant renewals) constitutes the first step toward Dumbrell's generalization that there is only "one divine covenant." His analysis of the relationship between the Adamic covenant and the Noahic covenant forms the second step. Since the Noahic is indeed a recreation covenant, as Kline and others have long recognized, it does confirm "a state of existing relationships." God is graciously renewing his original creation covenant with a later generation of humans, just as an ancient Near Eastern suzerain would renew a covenant with the son of a departed vassal. Dumbrell does not recognize or mention this reality. But, because he recognizes the consequences of it (e.g. the parallels between Gen 1:28 and Gen. 9:1-2), he is able to remark, "Again, we have noted so far that the appearance of the word *b'erit* succeeds the set of relationships by which it was brought into being. Our examination of the flood narrative has sent us back to Gen. 1 to examine the nature of the relationships which are set up there."<sup>16</sup> As noted above, such is indeed the case, so that the Adamic covenant and the Noahic covenant form one legal package. The same is true of, say, the Mosaic covenant and the special covenant made by Jehoiadah. The Jehoiadah covenant is a renewal of commitment to the Mosaic covenant, and thus becomes part of the Mosaic legal package. But this confirmation of "an existing state of relationships" happens in both cases because the Noahic and Jehoiadah covenants are covenant renewals, not because they are covenants. Covenant renewals (in the ancient Near East and in the Bible) confirm existing relationships. Covenants, by contrast, institute those relationships, which may then be confirmed by later covenant renewals.<sup>17</sup>

So, the Noahic covenant reaffirms an already existing relationship between God and humans. For Dumbrell, that implies a covenantal unity for the whole Bible, since all of the covenants are part of God's ultimate purpose of restoring the creation order and humans within it. So he says in summary of his groundlaying argument: "The use of the Noachian covenant materials in the Bible appeared to justify the assertion that in the post-fall era the notion of covenant contained the aspect of redemption of creation as well as the maintenance of the order."<sup>18</sup> Consequently, "The implications of a covenant

<sup>16</sup> Ibid. 32.

<sup>17</sup> For some Hittite covenant renewals, cf. Ernst F. Weidner, *Politische Dokumente aus Kleinasien: Die Staatsverträge in akkadischer Sprache aus dem Archiv von Boghazköi* (Leipzig: J. C. Hinrichs, 1923) 58ff. ("Vertrag zwischen Subbiluliuma, König von Hatti, and Tette, König von Nuhassi"), and pp. 76ff. ("Vertrag zwischen Mursili II, König von Hatti, und Dubbi-Tesub, König von Amurru").

<sup>18</sup> Ibid. 43.



implied by the fact of creation itself” are that “[t]here could only be one biblical covenant, of which the later biblical covenants must be sub-sets.”<sup>19</sup>

It should be clear by now that Dumbrell has blurred the categories of covenant and covenant renewal. He does so because he has not developed an understanding of these categories from a study of ancient Near Eastern sources. Such sources could readily have provided the controls which would have prevented such a misstep. As a result, he blurs not only the Adamic and the Noahic, but all divine covenants together. He has indeed recognized how important the theme of creation/new creation is in the corpus of biblical covenants. But because of a flawed concept of covenant, he sees this as evidence of one divine covenant, when in fact it is evidence of one divine *program* of redemption, which proceeds by means of successive and distinct, although interrelated, covenants.

The tendency to blur the covenants together has other interpretive ramifications, the worst of which, perhaps, is his understanding of the writing of the law on the heart, or, to put it another way, the work of the law and the Spirit in the Mosaic covenant as contradistinguished from the New. The idea of putting the law on one’s heart in the Mosaic covenant is very much a matter of individual application. That is, God calls upon the individual (or the nation comprised of individuals) to internalize the law, or put the law on the heart. By contrast, the promise of the new covenant is that God himself will write the law on our hearts (Jer 31:33; cf. Ezek 36:27). After an incomplete survey of the OT idea, which indicates clearly enough that God is calling upon people to do it, but is not yet doing it himself, Dumbrell writes:

Of course, the Old Testament calls upon the individual to ensure that the law is in the heart. This does not mean, however, that the individual puts it there, [*sic*] the cumulative evidence argues in the opposite direction. Whatever tensions may exist between calls to lodge the law in the heart and the implication that only God may put it there, they are not peculiar, as we well know, to the salvation experience of the Old Testament. . . . Of course that God purposes in the new era to put his law in their hearts recalls us to an ideal position. We may contrast this with the externality which increasingly characterised Israelite religion in the Old Testament period, but when we have done that, Jer 31:33 seems to be saying no more than that in doing what is planned, God is returning to the original intent of the Sinai covenant.<sup>20</sup>

In fact, however, the “cumulative evidence” does not “argue in the opposite direction.”<sup>21</sup> The idea that God himself will write the law on our hearts

<sup>19</sup> Ibid.

<sup>20</sup> Ibid. 180.

<sup>21</sup> Dumbrell presents several texts in support of his view, but they do not in fact support it. He notes that “the law is required to be lodged in the heart” and references Deut 6:4–6 and 11:18. But these texts do not simply require that the law *be lodged* in their hearts: they command Israel to take the initiative in placing it there (cf. Deut 11:18: “Fix these words of mine in your hearts and minds”), as Deut 6:7–9 and the parallel Deut 11:19–20, which further illustrate the concept but which Dumbrell ignores, make very clear. Two other relevant passages which he does not note are Prov 3:3 (“write love and faithfulness [in Hebrew, *אֱמֶת וְחֶסֶד*, a merism for covenant in the Bible,

is uniquely applied to the future in the OT.<sup>22</sup> Moreover, there is no evidence that “the original intent of the Sinai covenant” was that God would write the law on people’s hearts. In fact, Paul makes it very clear that the opposite was the case. According to him, the law was given as a “pedagogue” (Gal 3:24, “put in charge,” NIV), to show Israel their need for Christ, who would fulfill the law, and, by sacrificing himself according to the law, give us the Spirit who would, indeed, move us to obey God’s law and decrees (cf. Ezek 36:27), or, as Jeremiah put it, write the law on our hearts (Jer 31:33). That is why, in the same context, the Lord says through Jeremiah that the new covenant “will *not be like* the covenant I made with their forefathers [i.e. at Sinai]” (Jer 31:32).

Yet, lest there be any doubt about Dumbrell’s view, he says quite clearly regarding Jeremiah’s prediction, “Thus, the stipulation of v. 33 that the law will be put in the heart is presumably the stipulation that the same law which was inserted into the national and personal consciousness of Israel earlier at Sinai will be reapplied in the same way in the new age.”<sup>23</sup>

This conclusion bears examination from a rhetorical standpoint. First, the Lord is not here giving a “stipulation,” at least not in the legal sense of a statute to be obeyed; rather, he is giving a promise of what he will do. One may be forgiven for suspecting that the legal term, “stipulation,” is employed rhetorically in order to contribute to the sense of sameness between the Mosaic and new covenants which Dumbrell is trying to develop. Apparently, the phrase “inserted into the national and personal consciousness of Israel” attempts to do the same thing. God gave Israel the law at Sinai. One may characterize that as “inserting it” into their consciousness, but that is not the same as God’s putting the law in their hearts, despite the rhetorical similarity. The former means, quite simply, telling them the law. The latter means, by contrast, making it a part of their inner life, which only the Spirit can do. To hear the law (as Israel did at Sinai) is not to internalize it (as they all

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and in this case, of course, for the Mosaic covenant under which the author lived] on the tablet of your heart”) and Prov 7:2–3. Proverbs 7:2 mentions “my commands and teaching” (מִצְוֹתַי . . . וְתוֹרָתִי) again, terms indicating the Mosaic covenant by metonymy) which the disciple is then told in Prov 7:3 to “write on the tablet (לִיִּת) of your heart.” The terms in verses 2 and 3 allude to, e.g., “the tablets of stone, the teaching/law and the commandment” of the Mosaic covenant in Exod 24:12 (לֶחֶם הַאֲבֵן וְהַתּוֹרָה וְהַמִּצְוָה). So, in both Prov 3:3 and 7:2–3, the disciple is being told to write, in effect, the Mosaic covenantal instruction on his heart. Finally, Dumbrell refers to Ps 37:31 and 40:8, both of which refer to God’s law as “in the heart,” yet neither declaring whether God or the psalmist “fixed” it there (cf. Deut 11:18). Psalm 1:2 would suggest that the psalmist put the law into his own heart by constantly meditating upon it.

<sup>22</sup> The only passage that says God will write the law on people’s hearts is Jer 31:33 as part of the new covenant. The related concept, that he will circumcise the hearts of his people, is stated only once, in Deut 30:6. Dumbrell rightly notes (p. 179) that this is a prediction of what God will do after the return from exile; but the prophecy leaves it entirely open *when* after the exile God will do this circumcising, a question answered only in the context of the new covenant by Paul in Rom 2:29. Those with uncircumcised hearts in the OT are foreigners (Jer 9:25, Ezek 44:7–9) and Israel (Jer 9:26).

<sup>23</sup> *Ibid.* 181.

too often failed to do), and it is certainly not to have God internalize it for them.<sup>24</sup>

Dumbrell's observation that the law given at Sinai will be "reapplied in the same way in the new age" is the logical result of the blurring of covenants which he has accomplished. One might suspect that the author of Hebrews would strongly disagree with it (cf. Heb 12:18–24). One of the main distinctives of life under the new covenant is the inner work of the Holy Spirit in the believer. The Spirit does "write the law" in our hearts (Jer 31:33), and that process takes place as he "dwells within" us (Ezek 36:27). The former is as much a unique blessing of the new covenant (Jer 31:31–32) as is the latter (John 14:15–17).

b. *Scott J. Hafemann*. For Dumbrell a covenant is an agreement which confirms an existing relationship. And, for him, there is only "one divine covenant" in the Bible. He is followed in this understanding by Scott Hafemann, whose work therefore requires some attention at this point. Hafemann affirms the

insight that there is *one uniform* covenant relationship that runs throughout the various covenants of the Bible. . . . Though there are numerous covenants throughout the history of redemption (such as the covenants with Abraham, Israel at Mount Sinai, Aaron, Phineas, David and the church, that is, the 'new covenant'), they all embody the same threefold relationship between God and his people first established at creation: 1) God's provision; 2) its corresponding covenant stipulations; 3) its consequent covenant blessings or curses.<sup>25</sup>

This characterization, however, is far too generalized. What Hafemann has done is to identify three elements that are common to all second-millennium BC ancient Near Eastern covenants, both pagan and biblical (i.e. historical prologue, stipulations, and blessings/curses), and to conclude that, since the biblical covenants all have them, they must all constitute one covenant relationship. Our focus has been on Dumbrell, who is the major

<sup>24</sup> The OT passages cited above make it clear enough that God called upon people under the old covenant to "write" his requirements on their hearts, or to "circumcise" their hearts (cf. Jer 4:4). But as an additional feature of his discussion, Dumbrell refers to passages that deal with having a "pure" heart. The outstanding one, of course, is Ps 51:10. Dumbrell also references verses 7 and 17, which, however, ask for forgiveness of sin (v. 7) and declare the acceptability of contrition before God (v. 17; cf. Isa 57:15), neither of which has precisely to do with God's creating a pure heart in the person. I can be forgiven, and have God accept my broken spirit, and yet not have a completely pure heart before God (cf. 1 John 1:10–2:2). David's cry is, of course, for the Lord to do what only God can do: to create (קָרַב, used only with God as subject in the OT) a pure heart. It is a cry for an ideal state which David never achieved in this life, and which, in its fulness, no one ever does (cf. Rom 3:23). For example, Jesus can say of Nathaniel, "Here is a true Israelite, in whom there is nothing false" (John 1:47), yet Nathaniel was also one of the "all" who had "sinned and fallen short" of God's glory. Allowances must be made, therefore, for the ways in which language is used. Dumbrell's other references to having a "pure heart" (Ps 73:1, 13; Prov 22:11) thus must be understood in the light of these facts. Their hearts may have been as "pure" as Nathaniel's. Such passages are not evidence that God made the hearts of his people pure under the old covenant.

<sup>25</sup> Scott J. Hafemann, *The God of Promise and the Life of Faith* (Wheaton: Crossway, 2001) 59.

exponent of the “one divine relationship” view, so we note Hafemann’s work only briefly. There are also other elements of his view that we will not address here. However, we note that he follows in Dumbrell’s footsteps by believing that “[l]ike a treaty or a marriage, a ‘covenant’ is a particular kind of political or legal arrangement that confirms or formalizes a relationship that already exists between two parties.”<sup>26</sup> As in Dumbrell’s case, so with Hafemann, it is this mistaken definition of covenant which makes the “one covenantal relationship” view possible. Yet, as we have pointed out above, it was covenant renewals, and not covenants, that served this function in the ancient Near East and in the Bible. The fact that marriage is a covenant is actually a piece of contrary evidence. Marriage does not confirm an existing relationship: it takes an existing relationship (in which a couple is engaged) to an entirely new level—thus transforming it—and establishes a new state of affairs, with new privileges and new responsibilities. The same is true of ancient Near Eastern treaties and of biblical covenants.

With respect to those covenants, the “existing relationship,” if there is any, is portrayed by the historical prologue. Most remarkably, Hafemann quotes with approval Jon Levinson, whose words on this matter, as quoted by Hafemann, both comport with what we have been saying and contradict Hafemann himself: “The historical prologue is only the prologue. It ceases to be at point when the covenant takes effect. From that moment on, what is critical is not the past, but *the observation of the stipulations in the present and the sort of life that such observance brings about.*”<sup>27</sup> Levinson directly (and correctly) contradicts the view that a covenant confirms an existing relationship. On the basis of what the suzerain has done (the past), a new relationship is now instituted. In that relationship the vassal must now observe newly given stipulations. The observance of those stipulations will, in turn, “bring about” a new “sort of life” for the vassal. One might add that the newly instituted blessings and curses will also condition the life of the vassal going forward, making it different from what it was before. In these many and major ways, the relationship between the vassal and the suzerain is different from what it was before the covenant was cut. So again, as Levinson notes, and as scholars of the ancient Near East know very well, a covenant does not confirm an existing relationship. It creates a new relationship, which may then subsequently be confirmed again by covenant renewals.

## II. AN ALTERNATIVE PROPOSAL

1. *Summary and alternative.* We observed at the outset that those who understand the biblical covenants within the framework of an overarching, theologically constructed covenant generally do so with a desire to be able to maintain the unity of the biblical covenants. Our survey of three different theologically constructed covenants and their practitioners has demonstrated

<sup>26</sup> *Ibid.* 50.

<sup>27</sup> Levinson, *Sinai and Zion* 43, as cited in Hafemann, *God of Promise* 58; emphasis added.

that fact, along with other relevant findings. We also said at the outset that the construction of theological covenants to accomplish or to display that unity has produced a way of dealing with covenants, and with the Bible as a whole, that contributes more confusion than clarity. The reason for that lies in the very concept of a “theologically constructed covenant.” It must be clear by now that such a concept is not only alien to what covenants were in the ancient world, but also alien to what they were, and are, in the Bible. There is, I believe, a better alternative.

That alternative begins where any complete covenant theology must begin, with the Adamic or creation covenant. It includes the Noahic or recreation covenant with the Adamic as one legal package, as discussed above. The two together form the common grace legal corpus under which all of humanity still live, whether they know it or not. We are still blessed with the blessings of that corpus: we are still fruitful and multiply; we still rule over the earth and subdue it (although sinfully, not in step with the Spirit, so that we have become “those who destroy the earth,” Rev 11:18; cf. Isa 24:5). We also live under the curse of that original law, so that we all still die. God remains true to that common grace covenantal package, and so those consequences, the blessings and the curse, continue.

Those two common grace covenants, by establishing and maintaining humanity on earth, are more than a maintenance program, however. Together they form the platform, as it were, upon which God constructs a program of special grace covenants that will lead to the new heavens and earth, and the new humanity, accomplished through the final biblical covenant, the new covenant. All of the special grace covenants—from the Abrahamic through the Mosaic and the Davidic to the new—form an interlocking sequence, a series of interrelated stages in that program of salvation. We use the term “program” because however much these covenants may interrelate, and however much one may presuppose and proceed from its predecessor, each one is a distinct covenant that makes its own contribution to a unified program. They are not to be amalgamated into one overarching “covenant,” for no such composite covenant entities ever existed in the ancient world, and there is no need to invent one for the Bible.

2. *God’s covenant program: common grace and special grace.*<sup>28</sup> We have already argued that the Adamic (creation) covenant and the Noahic (recreation) covenant form one legal package (as covenant and covenant renewal), under which all humans live. Although one may say that both covenants began as special grace covenants with chosen (or created) individuals, both devolved into common grace covenants, as the human heirs to them sinned. God maintained the creation covenant for some generations, in spite of human sin, until the time of judgment by water (the Flood), after

<sup>28</sup> What follows is only a sketch of God’s covenantal program as I understand it. I expect to make the program the subject of a forthcoming biblical theology. A brief outline of the ideas may be found already in Jeffrey J. Niehaus, *God at Sinai* (Grand Rapids: Zondervan, 1995) 383–84.

which he renewed that creation covenant with, and through, Noah. God is again patient, maintaining now both the creation and the recreation covenants until the final judgment by fire. Possibly, Peter alludes to God's "word" of covenant commitment, involved in both covenants, when he declares that,

long ago by God's word the heavens existed and the earth was formed out of water and by water. By these waters also the world of that time was deluged and destroyed. By the same word the present heavens and earth are reserved for fire, being kept for the day of judgment and destruction of ungodly men (2 Pet 3:5-7).<sup>29</sup>

In any case, all humans live under the umbrella of those two covenants, as we have said. And those covenants also form the platform upon which God develops his post-Fall special grace covenants (Abrahamic, Mosaic, Davidic, and new).

Those special grace covenants are not, therefore, the only covenants in God's program of redemption. That program includes the Noahic covenant, which, by confirming the Adamic covenant for humans subsequent to Noah, assures a global context in which the special grace covenants may follow. Moreover, if we credit God with knowing ahead of time that Adam and Eve would fall, we may add the creation covenant itself to God's overall program of covenants that lead to renewal, because redemption is implied in creation. That is, because of God's character, God as Creator has an ultimate covenantal commitment to restore all that he has created, including a new heavens and earth and a new humanity. Put another way, the new heavens and earth of Rev 21:1 are a result of God's original gracious covenant commitment, which was in place when he made the original heavens and earth (Gen 1:1).<sup>30</sup> One result is that, as the saying goes, *Endzeit* parallels *Urzeit*.<sup>31</sup>

On the common grace platform provided by the Adamic-Noahic covenantal package, God then initiates a covenant with Abram.<sup>32</sup> As Meredith Kline has argued, and I have agreed, God's act of covenant ratification in Genesis 15 includes a self-imprecatory oath passage between the cut-up animals (Gen 15:17, cf. Jer 34:18), an act which symbolically anticipates Jesus' death on the cross for all covenant-breaking by the seed of Abraham, that is, by the true

<sup>29</sup> Some may think that the "word" which has such a critical role in Peter's statement is in fact the *logos* (which is the word Peter uses), that is, the Son through whom all things were made and through whom all things will be judged, and this may be correct, or at least one meaning of Peter's statement. However, there is room for suggesting that it may also allude to the "word" of the original covenant(s), since ancient Near Eastern covenants were represented as the "words" of the suzerain under which the vassal must live and also be judged (cf. Niehaus, *God at Sinai* 144).

<sup>30</sup> That commitment was already apparent in the gracious way God reinstated Adam and Eve in their royal office as rulers over the earth (cf. Gen 1:28), one meaning, I will argue, of his clothing them in Gen 3:21.

<sup>31</sup> For a fuller discussion, see Niehaus, *God at Sinai* 147-49.

<sup>32</sup> The Abrahamic covenant comes into existence in Genesis 15. As I will argue at greater length elsewhere, the covenant begins at that point. There is no covenant in the ancient world or in the Bible until the actual ratification of the treaty/covenant has taken place.

Israel, the household of faith (cf. Gal 3:6–9).<sup>33</sup> As a result, the Abrahamic covenantal oath passage anticipates the new covenant in Christ's blood. However, the covenant with Abraham also anticipates and lays the ground for the events that lead up to and result from the Mosaic covenant (that is, the exodus and conquest, cf. Gen 15:13–16). The Abrahamic covenant is thus unique in the Bible in that it contains within itself the germ of the two major covenants, the Mosaic and the new, with which God's people have had to do.

The Abrahamic covenant also contains the germ of a third covenant, the Davidic, since the Davidic covenant's promise of a royal line (2 Sam 7:5–16, especially v. 16) gives more mature and precise form to the promise of royal offspring to Abraham (Gen 17:6). The Davidic covenant is also an integral part of God's redemptive program. It is established in the Mosaic covenantal context, because David and all of his offspring were vassals of God under that covenant, which also anticipated and provided for the institution of monarchy (Deut 17:14–20). However, it also looks forward to "David's greater Son," also a vassal of God in his earthly ministry, who was "born under the law, to redeem those under the law" (Gal 4:4–5). And it is through the work of that Son that the new covenant is inaugurated, and continues its work to this day, ultimately to eventuate in that new humanity, and new heavens and earth, implicit in God's original creation covenant commitment.

### III. CONCLUSION

It is apparent even from a cursory sketch that there are fundamental ties that bind the various biblical covenants together in an ongoing relationship. Some scholars have attempted to account for the connectedness of the covenants by constructing overarching covenant entities under which they group the biblical covenants (e.g. the classic "Covenant of Grace"; Walton's "The Covenant"; or Dumbrell's "One Divine Covenant"). Such a procedure, however, is foreign to what covenants were in the ancient Near East, and also foreign to what they are in the Bible. Moreover, they only add confusion to any attempt to understand how the biblical covenants work, because they import an alien construct into the discussion and use it as a hermeneutical key.

A better approach, I submit, is to understand the divine-human biblical covenants for what they are: true covenants (according to the genre as it can now be understood both from ancient Near Eastern and comparable biblical exemplars), each of which plays a role in God's program of restoring all things. It is time to abandon the notion of a "theologically constructed covenant" as inappropriate to biblical studies, and to replace it with a model that is both true to the genre of covenant, and more powerfully descriptive of God's actual covenant making procedure throughout history. On such a basis one can also construct a better biblical theology.

<sup>33</sup> Cf. Kline, *Kingdom Prologue* 295–300; Niehaus, *God at Sinai* 176–78.