

The Covenant of Grant and The Abrahamic Covenant

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by

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Introduction

The study of the ancient Near Eastern “covenant” or “treaty” has had far-reaching implications for Old Testament studies in general. The past decades have given to the biblical scholar data from covenant structure and vocabulary which shed light on the biblical text itself and upon the historico-political relations between the Israelites and their neighbors. Some have contented that covenant is the key word of Israelite faith and is best applied to the relation of the people with their God.¹ Indeed, the continuity of the covenant structure, form(ularies) and to a surprisingly large extent, the language of these covenants is astounding, being common to the peoples of the ancient Near East from the fourth millennium down to the Hellenistic and Roman periods.² We are not surprised, therefore, to see the influence of covenant structure and vocabulary upon the biblical texts itself and we must, in the process of exegesis, strive to determine the divine purpose for casting the eternal word in these forms.

Much work has been effectively done in the paralleling of the decalogue with the Suzerain-Vassel treaty form, known best to us from the Hittite treaties of Hattusas.³ Many have shown that the biblical record mapping the relations between יהוה and Israel is set in a Suzerain-Vassel treaty form, including the overall structure of Deuteronomy.⁴

Some have attempted to show similar parallels between the Abrahamic covenant and the Suzerain-Vassal treaty without much success.⁵ Too many differences exist between the classic

¹W. Zimmerli in G. W. Anderson, ed., *Tradition and Interpretation* (Oxford, 1979), pp. 373-380.

²M. Weinfeld, “Covenant Terminology in the Ancient Near East and Its Influence on the West,” *JAOS*, 93(1973), pp. 190-9.

³The designation “Hittite” may be unfortunate. Only 7 of the 29 extant treaties are in Hittite and refer to peoples within “Hittite” territory. Additionally, these include terms borrowed from Mesopotamia. The remainder are in Sumerian/Akkadian. See D. J. Wiseman, “Is It Peace?—Covenant and Diplomacy,” *VT* 32(1982), p. 311.

⁴George E. Mendenhall, “Covenant Forms in Israelite Tradition,” *BA*, XVII (Sept., 1954), 56-7 [in *BAR* #3, pp. 31ff]. M. G. Kline, “Dynastic Covenant,” *WTJ*, 23 (1960/61), 1-15; *Treaty of the Great King* (Grand Rapids: Wm. B. Eerdmans Pub. Co., 1963), pp. 42-44, 48, *et passim*; W.F. Albright, *From the Stone Age to Christianity*, (Baltimore: John Hopkins Univ. Press, 1957), p. 16; W.L. Moran, “Some Remarks on the Song of Moses,” *Biblica* 43(1962), pp. 317-27; H.B. Huffman, “The Covenant Lawsuit in the Prophets,” *JBL* 78(1959), p. 295; “The Exodus, Sinai and the Credo,” *CBQ* 27(1957), p. 109 and n. 41; Kenneth Kitchen, *Ancient Orient and the Old Testament*. (Chicago:Inter-Varsity Press, 1968), p. 93ff; *et passim*.

⁵Cleon L. Rogers, “The Covenant with Abraham and Its Historical Setting,” *BibSac*, 127(1970).

“Hittite” treaty and the Abrahamic corpus. Weinfeld, among others, has shown that the Abrahamic texts bear marked parallels to the Grant-type treaty in distinction to the Suzerain-Vassal type.⁶ It will be the purpose of this paper to summarize these parallels and suggest some exegetical implications.

The Identity and Structure of the Royal Grant Treaty in the Ancient Near East

Royal grant treaties or covenants have been found in Hittite, Babylonian and Neo-Assyrian texts and most recently in materials from Ras Shamra.⁷ They are particularly known from the Babylonian kudurru or boundary stones, texts which cover a period from B.C. 1450 to B.C. 550, i.e., the whole period of Babylonian history during which Boundary-stones were employed for the protection of private property.⁸ While the number of texts is not astounding, there are certainly sufficient number to establish a pattern of covenant form and to shed light on certain biblical texts as well.⁹

While the extant texts indicate a set structure for Royal Grants, we should not expect as structured a formulary as in the Suzerain treaties of the second and first millennia. This is owing in the first case to the personal nature of the kudurru and therefore the lack of a national or international, political flavor. Secondly, the texts are personal, “second generation” copies of the actual transaction.¹⁰ They contain all of the elements, but not necessarily in precisely the same order or employing exactly the same verbiage. There are, however, reoccurring phrases, vocabulary and most certainly recognizable characteristics of the grants which allow classifying them as a distinct, literary genre.¹¹

King has suggested that the kudurru stones were employed at a time when the authority of the

⁶M. Weinfeld, “The Covenant of Grant in Old Testament and Ancient Near East,” *JAOS*, 90(1970) hereafter “Covenant of Grant”; “ברית” in *TDOT*, Vol. 2, p. 253ff; D. J. McCarthy, “ברית and Covenant in the Deuteronomistic History” in *Studies in the Religion of Ancient Israel—Supplements to VT*, Vol. XXIII (Rome: E. J. Brill, 1972); “Covenant in the Old Testament: The Present State of Inquiry,” *CBQ*, 27(1965); *Treaty and Covenant: A Survey of Current Opinions* (Atlanta: John Knox Press, 1976).

⁷In addition to the Ugaritic material mentioned by Weinfeld, “Cov. of Grant,” note *UT*, Nos. 1008 and 1009.

⁸L. W. King. *Babylonian Boundary-Stones and Memorial-Tablets in the British Museum* (London: Oxford Univ. Press, 1912), p. vi. (hereafter, *BBst*)

⁹King, *Ibid.* gives 37 kudurru and memorial-tablets (*nare*), 8 of which are full-text grant treaties. A grant treaty also exists from the Hittites in the Syro-Palestine area in the gift-deed of Abba-El to Yarimlim (D. J. Wiseman, *The Alalah Tablets*, 1954, No. 1, complemented by the tablet ATT/39/84 published by Wiseman in *JCS* 12 (1958); see also A. Draffkorn, *JCS* 13(1959), pp. 94ff); for the Neo-Assyrian grants of Adad-nirari III, Assur-ban-apli and Assur-etelli-ilani, see J. N. Postgate. *Neo-Assyrian Royal Grants and Decrees*. (Rome: Pontifical Biblical Institute, 1969).

¹⁰The existence of clay tablets employed for the recording of the legal transaction in land ownership along with other internal evidence of the kudurru itself show quite clearly that the kudurru was a personal copy engraved for the land owner and set up as a boundary stone to protect the parcel. See King, *BBst*, p. xii.

¹¹Postgate. *Neo-Assyrian Land Grants*, p. 8.

government was not sufficiently powerful to guarantee respect for the real estate of private individuals.¹² Thus, to the documents of the Royal grant were added divine curses and the witness of the gods. The land was thus put under the protection of the gods in lieu of governmental protection. This would particularly apply to favored individuals who were asked by the king to settle among hostile populations.¹³

The first characteristic of the Royal grant is seen in the basic posture of the covenant. While in the Suzerain-vassal treaty, the rights of the Great King are guaranteed by the treaty, in the Royal grant the rights of a favored individual are protected. In each case, the curses are directed against any who would infringe upon the rights of the land owner.¹⁴

This is an abrupt change from the Suzerain-vassal treaty which directed the curses toward a disloyal vassal. The royal seal likewise confirmed the rights of the one to whom the land was given.¹⁵ The king himself pledges his power to assure the reality of the grant. In one text, the seal is connected with an oath.¹⁶

Furthermore, in the grant by Abba-El to a favored servant, the king does take the oath: “(May I be cursed) if I take back what I gave you.”¹⁷ Thus, while the actual oath ceremony is not explicitly

¹²King, *BBst*, p. xi.

¹³*Ibid.*

¹⁴King, *BBst* No. 90840, p. 5-6 is a good example: “Whensoever in later days of the brethren, sons, family, relatives, or household of Bit-Ada, there be anyone who shall rise up and shall put forward a claim concerning that land, or shall cause one to be put forward, or shall say: ‘The land was not a gift!’ or shall say: ‘The seal was not sealed,’ whether he be a future head of the House or Bit-Ada, or a governor of Bit-Ada, or a prefect of Bit-Ada, or an administrator of Bit-Ada, or an . . . -official of Bit-Ada, or an agent or other future official of Bit-Ada who shall be appointed: and shall say: ‘The land was not measured,’ or shall say ‘The seal was not sealed,’ or shall present this land to a god, or shall appropriate it for himself, or its limit, boundary, or boundary-stone shall alter, or a curtailment or diminution in land shall bring about, may all the gods who are upon this stone, (and) all whose names are mentioned, curse him with a curse that cannot be loosened!”

¹⁵(King, *BBst*, No. 90835, p. 60): “I give it under seal to my sister. (Thus) again, Mar-biti-shum-ibi in the presence of his brothers gave the field under seal and oath to SAG-mudammik-sharbe, the wife of Shamas-nadin-shumi-” Some deny that any evidence exists for the king actually taking the oath in the royal grant treaty. See Delbert R. Hillers. *Covenant: The History of a Biblical Idea* (Baltimore: The John Hopkins University Press, 1969), p. 105; See also the profitable comments in Robert S. Rayburn. *The Contrast Between the Old and New Covenants in the New Testament*. (Ph.d Dissertation: Univ. of Aberdeen, 1978), pp. 43-45. But the fact that oath ceremonies are not elucidated in the grant texts does not mean they were nonexistent. The texts are copies for legal purposes. The royal seal, whether seen as oath-taking or not must certainly be seen as indicating that the king intended to put his name and office as the foundation upon which the grant was to be maintained. Some have pointed to several kudurrus in which the relief shows the individual with his right hand raised and have suggested that this indicates an oath-taking on the part of the individual and not the king. A closer investigation reveals, however, that these particular texts do not record land grants but are in fact records of successful claims by family members who were to inherit lands previously granted to the “house” or family. Thus, the figure of the land owner with right hand raised indicates that an oath of truth-telling was involved in successfully claiming the inherited land. (See *BBst*, Nos. 87220, 104405, 90922, 104414).

¹⁶Weinfeld, “Covenant of Grant,” p. 185, n. 10. This grant is somewhat peculiar in that betrayal by the favored individual results in forfeiture of the land. As Weinfeld notes (“Cov. of Grant,” p. 196, n. 116), this grant is not for loyal service rendered in the past, but a deed of exchange for the destroyed city Irridi. Thus, this text is more of a political arrangement between two parties. Nevertheless, it does illustrate oath-taking in the context of a land grant.

¹⁷Weinfeld, “Cov. of Grant,” p. 185.

spelled out in the extant texts, the presence of the royal seal certainly demonstrates that the favored individual was the object of royal protection pledged by the king and demonstrated by his seal.

A second characteristic of the Royal grant is the fact that the loyal service of the favored individual is generally seen as the impetus for the grant. The grant of Ashurbanipal to his servant Bulta illustrates this:

Baltya . . . whose heart is devoted (whole) to his master, served me (stood before me) with truthfulness, acted perfectly (walked in perfection) in my palace, grew up with a good name and kept the charge of my kingship.”¹⁸

The loyal service may prompt the giving of land or the exemption of taxes on land already owned. In either case, the king rewards loyal service.

A third characteristic of the Royal grant is that the gift of land and dynasty form the basic theme. The issue of land ownership in the ancient world was one of great importance, illustrated by the number of land-ownership documents extant. Furthermore, dynastic succession is inseparably tied to land ownership, in as much as the granted parcel of land becomes the property not only of the favored individual but also of his “house,” i.e., family. Additionally, in many of the land grants, the gift consists not only of the land, but also of the houses, crops and peoples living on the land.¹⁹ The gift is given to all future generations of the favored recipient and is therefore seen as a perpetual inheritance. The common verbiage is “he sealed it and gave it to him forever.”²⁰

Since the land parcel itself forms the central issue in the Royal grants, the description and surveying of the parcel is likewise standard. Witnesses, including those who have done the surveying, are listed. The land itself is described by natural landmarks, such as rivers or by listing owners of adjacent land tracts.²¹

¹⁸Postgate. *Neo-Assyrian Royal Grants and Decrees.*, text no. 32, p. 67.

¹⁹“In the simple form of royal grant, therefore, the king prepares a document which states that he has presented to the recipient a certain amount of property — which normally includes fields, orchards, ‘houses’, and people — and that he has freed this property and the recipient himself from taxes.” Postgate. *Neo-Assyrian Royal Grants and Decrees, Op. cit.* p. 3.

²⁰The perpetual aspect of the grant is a regular element. All of the kudurru listed in *BBst* which are land grants speak in this way (*BBst*, see p. 17, ln. 26; p. 27, ln. 29; p. 44, ln. 13; p. 49, ln. 6; p. 60, ln. 29; p. 81, ln. 12; p. 107, ln. 6; p. 126, ln. 16). Likewise, the gift texts from Ras Shamra contain the same idea, as in *UT*, No. 1008, lines 11-20: ynt. nn. l. b'kn . bn . kltn . wlbh 'd 'lm shr . 'lmt bns bnsml yqhnn . bd b'ln bn . kltn w . bd . bnh . 'd 'lm, “he gives it to B'ln, son of Kltn and to his sons forever from the dawn of eternities nobody shall take it from the hands of B'ln, son of Kltn or from the hands of his sons forever. . .” Weinfield (“Cov. of Grant,” nn. 146-148) notes the following: “forever and for all times, for the offspring. . .like a father, who bequeaths to his son, so shall PN bequeath forever” (from Susa); “his descendants will have the status of (mariannu) forever”(from Alalah); “and gives it to Adalseni and his sons forever” (PRU III, p. 160, 16.132: 27-38).

²¹See, for example, King, *BBst*, No.102588, p. 5ff. This parcel is bordered on two sides by rivers or canals named Ennu and Daban. Likewise, many of the kudurru contain lists of those employed in surveying the land. It was generally marked out by an official bearing the title *sadid ckli* or by other officials called *masahu*. In one text the governor himself is recorded as marking out the land which had been previously measured out. See *BBst*, p. xiii.

Finally, a regular element in the grant formulary is the identification and titlature of the king himself. These parallel other royal titlatures in other types of treaties and name the king with appellative modifiers as well as identifying the favored individual, often with a historical note as to his service and loyalty. There appears to be no necessary order, the titlature coming in the middle of the land description in one text.²² In another instance, a royal officer acts on behalf of the king, but at a later time the land owner successfully invoked the king to add his personal name and seal, insuring the legality of the claim.²³

Parallels Between The Covenant of Grant and The Abrahamic Covenant

The parallels of the ancient Near Eastern Royal grant treaty to the Genesis texts of God's dealing with Abraham seem apparent. While a danger may exist in the temptation "to read Old Testament theology out of ANET instead of out of the Old Testament,"²⁴ we may be assured that any understanding of a set, literary and legal form from the ancient world can only aid us in better understanding the biblical text.

The Abrahamic covenant is not so labelled until Genesis 15:18.²⁵ In this introit of Genesis 12:1-3, all of the elements of the covenant are present. It functions as a prelude, each motif given in succinct fashion, awaiting embellishment and enlargement in the subsequent texts. Interestingly, the whole covenant section begins with Abraham going to possess a granted parcel of land in a foreign country. If the kudurru were particularly germane in a situation where governmental powers could not protect private land ownership, this situation makes the grant-type formula a natural. Such a

²²*BBst*, No. 102588.

²³*BBst*, No. 102485.

²⁴Rayburn, *Op. cit.*, (n. 15), p. 31.

²⁵A full discussion of relevant covenant terminology, while important, is beyond the scope of this paper. On ברית , see Weinfeld, *TDOT*, p. 225ff; D. J. McCarthy, *Treaty and Covenant*, p. 55; McCarthy, "Berit and Covenant in the Deuteronomistic History," in *Studies in the Religion of Ancient Israel*. (Leidon: E. J. Brill, 1972), pp. 84-5; William F. Albright, "The Hebrew Expression for 'Making a Covenant' in Pre-Israelite Documents," *BASOR* 121(Feb., 1951), pp. 21ff; O. Loretz, "'ברית--Bund,'" *VT* 16(1966), pp. 234-41; Quell, "ἁγιασθησῶν in *TDNT* , Vol. 2, p. 108; Frank M. Cross, *Canaanite Myth and Hebrew Epic*. (Cambridge: Harvard Univ. Press, 1973), p. 267; J. A. Thompson, *The Ancient Near Eastern Treaties and the Old Testament*. (London: 1964), pp. 9ff; D. R. Hillers, "Treaty-Curses and the Old Testament Prophets," *BibOr* 16(1964), pp. 7ff; and note the excellent discussion in Rayburn, *Op. cit.* (n. 15), pp. 7-17. While the etymological discussions are anything but conclusive, it would appear that the basic meaning of ברית and כרת ברית is to be linked to the Akkadian *biritu*, 'bond, fetter' and that the sense of כרת in "cut a covenant" is linked to the oath taking which at times or initially involved sacrifice or the slaughter of animals. This view is strengthened by the fact that a ברית may be "made strong" or "fastened," meaning to be made "reliable" and "valid." Parallel Akkadian terms also show that "to fasten the bonds" means "to validate the treaty" (Weinfeld, ברית, *TDOT*, p. 274.

grant is given in abbreviated form in the phrase of Genesis 12:7: לְוַרְעָךָ אֶתְנֶן אֶת הָאָרֶץ הַזֹּאת, “to your seed I will give this land.” There is a contrast, however. While Abraham could not rely upon an established government for protection and security, the King who is affording the grant is no common king. The requirement of faith comes into clear focus on this very issue: יהוה not only will keep His word, He has the ability to do so. Abraham is required to cast himself upon his God in an act of pure faith.

The promises which are included in this original statement of יהוה to Abraham envelope the whole scope of God's redemptive covenant. Specifically for our purposes it is essential to note that the covenant is unilateral in its inception and that curses are given to protect Abraham, not to induce his loyalty or obedience (אֲבָרְכָה מְבָרְכֶיךָ וּמְקַלְלֶיךָ אָאֵר, “I will bless those who bless you and the one cursing you I will curse.”)²⁶

The final promise in this initial prelude is of course the most significant, for it is the promise of the Redeemer. This promise of universal blessing is listed last and occupies this same position wherever it is found in subsequent covenant texts.²⁷ It would appear that this regular, final position is for emphasis.²⁸

This final phrase containing a universal blessing has given rise to debate. Some have concluded that the hithpael occurrences of הָאֲמֹן,²⁹ should govern the niph'al instances³⁰ and that therefore a reflexive sense should be seen.³¹ Scharbert, on the basis of a set “blessing-formula,” proposes “then all the nations of the earth shall confer on themselves blessing under your name/with reference to

²⁶On אָרֵר and the “curse-formula” in the OT, see Scharbert, “אָרֵר” in *TDOT*, Vol. 1, p. 408. He gives good evidence that the presence of the word here must be seen as indicating covenant curses.

²⁷Gen. 12:3; 18:18; 22:18; 26:4; 28:14.

²⁸“What is significant is the fact that the promise is thus five times repeated, the clause concerning the nations being each time in the climactic position. Irrespective of position, its more noble meaning would give it superiority to the other specifications, but it has the dignity of position also. As the whole promise to Abraham and his seed is the central fact in our record of the patriarchs, so the clause of blessing to mankind is set forth as central in the promise itself. That is the heart of the heart of the book of Genesis.” Willis J. Beecher. *The Prophets and the Promise*. (Grand Rapids: Baker Book House, 1975), p. 200.

²⁹Gen. 22:18; 26:4.

³⁰Gen. 12:3; 18:18; 28:14.

³¹Some who take the reflexive sense are: Speiser. “Genesis” in Albright and Freedman, eds., *The Anchor Bible* (New York: Doubleday & Co., 1964), p. 86; Delitzsch. *A New Commentary on Genesis*. 2 Vols. (Minn.: Klock & Klock Christian Pub., 1978), Vol. 1, pp. 378-9; Meredith Kline. “Genesis” in Guthrie and Motyer, eds., *The New Bible Commentary Revised* (Grand Rapids: Wm. B. Eerdmans Pub. Co., 1970), p. 93; the *RSV* puts the reflexive meaning in the text and notes the passive as an option in the margin. The *NEB* gives only the reflexive sense, and then in a paraphrase—“All the families on the earth will pray to be blessed as you are blessed”; Adeney gives a similar paraphrase, saying that the nations will seek “to bless themselves by him, in the sense that they appeal to the blessing he has received as a specimen of what they desire for themselves, e.g. ‘the nations shall bless themselves in him’ — i.e. by him, in reference to his blessing (Jer. 4:2)” in *Hasting's Dictionary of the Bible*, 5 vols., (Edinburgh: T. & T. Clark, 1905), I, p. 307.

you.”³² This interpretation is based upon the assertion that the T-stem of Semitic languages is rarely passive, a notion now unacceptable. In a decisive yet mostly unacknowledged article, Allis shows definitively that the T-stem demonstrates a marked tendency to be used as a passive. Furthermore, evidence is given in the same work to show that the passive use of a normally reflexive verb is not, contrary to modern criticism, reserved to late usage.³³ Given the fact that the hithpael may indeed be used passively, that the Vulgate, Septuagint, and Targums (Samaritan, Babylonian [Onkelos] and Jerusalem [Pseudo Jonathan]) all take the niphal of Gen. 12:3 as passive, that the New Testament writers likewise consider the verb to be passive, there seems to be little evidence for taking the phrase as reflexive.³⁴

When in fact the passive sense is allowed to stand, the promise to Abraham is seen as the embodiment of יהוה's plan of redemption. As such, its unilateral nature, initially seen in its affinity to the grant treaty, is all the more emphasized. The redemptive blessing to mankind is the ultimate promise and it is guaranteed as the gift of the King.

The material which follows this initial, covenant blessing only enlarges upon the promises. This unfolding of the covenant begins with a survey of the land (13:14ff) and Abraham is admonished to “walk about the land through its length and breadth,” directly paralleling the surveying process of the Royal grant.³⁵ Likewise, the perpetuity of the land grant is stressed in remarkably similar language (13:15).³⁶

Chapter fifteen of Genesis constitutes the covenant ratification ceremony. In it the promises of the covenant are restated, the land is specifically described by natural landmarks and by naming the adjacent lands and an oath ceremony is conducted. There are parallels to the grant treaty in each of these.

Initially, יהוה reminds Abraham that He stands as a Suzerain. The repeated motif of hardship and disaster following the promises of 12:1-3 emphasize the fact that Abraham existed in a land where

³²Scharbert, *Op. Cit.*, (n. 26), p. 297.

³³Oswald T. Allis, “The Blessing of Abraham,” *PTR*, 24(1927), pp. 263-98; With reference to the passive use of the T-stem, also note: Sabatino Moscati, ed., *An Introduction to the Comparative Grammar of the Semitic Languages* (Wiesbaden: Otto Harrassowitz, 1969), pp. 127ff; Richard D. Patterson, “Derived Stems in the Semitic Languages” (Unpublished Monograph, 1969), pp. 34-5; Zellig G. Harris, *A Grammar of the Pheonician Language* (New Haven: American Oriental Society, 1936), p. 42. Cyrus H. Gordon, *Ugaritic Textbook*. 3 vols. (Rome: Pontifical Biblical Institute, 1965), p. 81 shows evidence of the passive N stem in Ugaritic; R. J. Williams, “The Passive Qal Theme in Hebrew” in *Essays On the Ancient Semitic World*, p. 45-6.

³⁴The NT passages are: Acts 3:25; Gal. 3:8 where ἐνευλογηθήσονται is employed. The LXX has ἐνευλογηθήσονται at all occurrences, niphal and hithpael alike.

³⁵Weinfeld, “Addenda to *JAOS* 90(1970), p. 184ff, *JAOS* 92(1972), p. 469; J. A. Brinkman, *A Political History of Post-Kassite Babylonia 1158-722 B.C.* (Rome: Pontifical Biblical Institute, 1963), p. 291.

³⁶Weinfeld notes (“Cov. of Grant”, p. 109) that the terminology employed in the phrase “I will give it to you and to your seed forever” is identical “with the conveyance and donation formula in land grants from Susa, Alalah, Ugarit and Elephantine.”

he lacked the protection of a familiar city-state. His successful coalition with his neighbors and their concerted ability to ward off the kings of the north was in no way permanent. Spring would undoubtedly bring more battles and יהוה lovingly reminds Abraham that He would provide protection for His favored vassal.

The structure of the chapter may be marked by Abraham's requests. The first (15:2) regards his lack of offspring and the second (15:8) his need of covenant assurance or validity that he would in fact be given the land and be allowed to possess it.

The first request draws our attention to the perpetual aspects of the grant; for if the favored individual has no offspring, much of the grant's value is lost.³⁷ Abraham, having received the promise of the land must have understood it as a perpetual grant, for he questions the propriety of passing the grant on to Eliezar.³⁸ Abraham is promised offspring from his own body and the stars, like the dust previously (13:16) is given as ample illustration of the vastness of Abraham's progeny.³⁹ Such a promise forms the basis for Abraham's response of faith, an act of believing which stands as a supreme example to all who should, in the manner of Abraham, believe God.

Some, feeling the editorial nature of 15:6, have construed the verb *וַיֵּאמֶן בַּיהוָה*, ("and he believed in יהוה") as delocutive, rendering it "and he said, 'Amen' in יהוה's name),"⁴⁰ paralleling it to the soldier's "amen" in the Hittite "Soldier's Oath."⁴¹ This seems unlikely, however, since an oath during covenant ratification occurs in relationship to the curses. Here, the promises are explicit, but the curses are yet to be acted out. Moreover, there exists no evidence that such a response was ever practiced in either the Suzerain-Vassal or Grant type treaties. Further, the New Testament usage of

³⁷Note *BBSt*, No. 90827, where a suit is filed against a land owner who claimed ownership via a grant. Those filing the suit claimed rightful heirship, but evidence is given to show that "no recognized heir" of the original owner existed. Ownership through the mother's line is thus attempted but without success. The king upholds the claim of the one to whom the grant was originally given. This underscores the rights of a true heir, and the desire of Abraham to have such an heir in view of the land grant.

³⁸This is not to deny that the direct promise of "seed" is also in the mind of Abraham. The emphasis in Gen. 15, however, is that of the land. The promised heir and the blessing to come through him to all mankind is not specifically mentioned in this section. It is the land which occupies the central focus of the covenant ratification making the use of *בַּיָּת* in vv. 2-3 particularly significant, in that the "house" or "dynasty," in this case, encompass every aspect of the covenant.

³⁹Allen A. MacRae, "Abraham and the Stars," *JETS*, 8(1965), 97-100 suggests that the use of stars here is a "pre-science" knowledge of the vastness of the heavens, since even ancient man was known to have numbered the visible stars. This is probably tenuous, since in an Assyrian inscription, a similar use of stars is employed to indicated an innumerable number, cf. Albert Kirk Grayson. *Assyrian Royal Inscriptions* (Wiesbaden: Otto Harrassowitz, 1972), Vol. 1, p. 832, §532, "Afterwards, the Qutu of which like the stars in the sky, no one knows their number. . ."

⁴⁰Meredith G. Kline, "Abraham's Amen," *WTJ*, 31(1968), pp. 1-11; see also Kline. *Treaty of the Great King*. (Eerdmans, 1963), p. 29 where he gives evidence in the Essarhaddon treaty of the response of the vassal. The response consists, however, of a full self-malediction and not simple "amen." On delocutive verbs generally, see Delbert R. Hillers, "Delocutive Verbs in Biblical Hebrew," *JBL*, 86(1967), pp. 320-324.

⁴¹*ANET*, p. 353.

Genesis 15:6⁴² employs it as a transitive verb and not as a delocutive, following the LXX. Finally, the following *בְּיְהוָה* is difficult if *הֶאֱמַן* is taken as a delocutive. The suggestion “Declare Amen in *יהוה*'s name” on the analogy of Isaiah 65:16⁴³ does not take into consideration that *אָמַן* in the hiphil followed by *ב* regularly means “to believe in.”⁴⁴ The traditional, transitive sense is therefore the best. In light of this, the data simply do not commend the conclusion that Abraham is a participant in the oath-taking of the covenant. Nor is Abraham's oath in 14:22 construed with the covenant ceremony of the following chapter.⁴⁵

The oath-taking in Genesis 15 is clearly presented as the sole work of *יהוה*. Abraham is put into a deep sleep (15:12) prior to the actual oath ceremony, even though the fact that he slaughtered the animals for the ceremony indicates he anticipated his personal participation.⁴⁶ The text does speak of two objects, representing the presence of *יהוה*, passing through the pieces (v. 17).⁴⁷ Weinfeld has shown direct parallels between braziers and torches and covenant ratification.⁴⁸ Thus, in a kind of “acting out,” *יהוה* pledges Himself to uphold the covenant at the risk of dismemberment. Nothing could more plainly signal the fact that in this covenant the Suzerain (*יהוה*) obligates Himself under

⁴²Rom. 4:3, 9, 22; Gal. 3:6; Jms. 2:23.

⁴³Kline, *Ibid.*, p. 8-9.

⁴⁴cf. Ex. 19:9; 1 Sam. 27:12; Ps. 78:22; 2 Chron. 20:20.

⁴⁵J. Mitchell (“Abram's Understanding of the Lord's Covenant,” *WTJ* 32(1969), p. 41) concludes that the oath of 14:22 is indeed an oath taken at the original covenant making, either 12:1-3 or 13:14ff. This disregards the structure of the narrative. The oath of 14:22 must be seen in the context of Abraham's unhappy sojourn to Egypt. Apparently he learned a valuable lesson about possessions and about the ability of YHWH to supply his temporal needs (13:2), a lesson he unfortunately did not teach his son. Rayburn (*Op. cit.*, n. 14, pp. 47-48) follows Mitchell in this interpretation, but the evidence cited is not convincing. In very marked distinction to the Mosaic covenant, YHWH repeatedly is seen as taking the oath in the Abrahamic covenant. The fact that the verb *שָׁבַע*, when the subject is God, is found only in connection with the Noahic-Abrahamic-Davidic covenant tradition must be considered significant. As significant on the other hand is that in each of these cases, one is hard pressed to find the human side of the oath-taking.

⁴⁶The animals listed, along with the fact that they were designated as *משלש/משלש* (“three-year old”) would indicate they were considered sacrificial. This does find parallel in other treaties extant from the same period (see Weinfeld, “Cov. of Grant,” pp. 197-199. Originally, McCarthy felt similarly about the sacrificial nature of animals slain in covenant ritual, but came to question this (*Old Testament Covenant*, pp. 60-61). One would have to consider these in a sacrificial nature here when compared with: Jer. 48:34; Num. 19; Num. 15:27; Ex. 29; Lev. 5, 16; Lev. 5:7; 12:6; 14:22.

⁴⁷H. Cazelles (“Connexions et Structure de Gen. XV”, *RB* 69(1962), 321-49) has pointed out that the verb for dividing the animals is the piel of *שָׁלַח*. This requires repointing the MT *מִשְׁלַח/מִשְׁלַח* to a piel as well as restructuring the verse to make the substantives verbal. There seems to be very little if any supporting evidence for making this change and one is inclined to simply stay with the traditional translation. If one were to take the suggestion of Cazelles, the phrase would be translated *ועז משלש ועז משלש וצא*, “heifer cut in three, and a female goat cut in three and a ram cut in three.” But the subsequent verb *בָּרַח* would be superfluous and the use of *בְּתוֹכָהּ* (in the middle) would be senseless. See McCarthy, *Old Testament Covenant: A Survey of Current Opinions*, p. 60. *בָּרַח* is used both in the qal and in the piel in 15:10. The change is probably due to the fact that in the one case (qal) the object is singular (*הַצֶּבֶר*) while in the other the object is plural (*אֵתָם*).

⁴⁸Weinfeld, “Cov. of Grant,” p. 196-7, and n. 114.

oath to establish the covenant.

The conclusion of the chapter (vv. 18-21) is cast in formal, covenant language. The phrase בְּיוֹם הַהוּא, “On that day, יהוה made a covenant with Abram” is the precise language of the grant.⁴⁹ Likewise, in typical fashion, the land parcel is delineated by natural landmarks (rivers) and by the lands adjacent (listed by clans).

It should be noted that in this covenant ratification, the land has played the dominate role. While the covenant includes other blessings, such as a great name, innumerable progeny, protection and general blessing, in the ceremony itself the land-grant has all but eclipsed these promises. The reason seems clear—the author intends to cast the covenant in the tradition of a land-grant.⁵⁰

In Genesis 17, specific stipulations are added to the Abrahamic covenant. At first glance it may appear as though the promissory nature of the covenant is now clouded by conditions and stipulations more characteristic of a bilateral covenant.

The chapter opens with the promise of יהוה to establish (הקים)⁵¹ the covenant to Abraham and to his seed (vv. 1-2). This promise necessitates as well the fulfilling of the promise to give physical progeny (vv. 3-7). In the opening words, יהוה identifies Himself as אֵל שַׁדַּי, “El Shaddai,” the name which became the characteristic covenant name of God to the Patriarches.⁵² A stipulation, somewhat akin to the command to leave country and family in 12:1, is הִתְהַלֵּךְ לִפְנֵי יְהוָה תָּמִים, “walk before me and be blameless.”⁵³ Similar phrasiology is employed in the grant treaties as a description of a loyal

⁴⁹Weinfeld, “Cov. of Grant,” pp. 190, 197. בְּיוֹם הַהוּא כרת יהוה את אברם ברית is construed after regular, covenant language, היום being especially legal formulae for covenant initiation. cf. Ruth 4:9-10, 14; Gen. 25:31, 33. The formulae is repeated significantly in the Davidic covenant corpus, as in Ps. 2. Note also G. M. Tucker, “Witnesses and ‘Dates’ in Israelite Contracts,” *CBQ* 28(1966), pp. 42-45.

⁵⁰Most source criticism sees two distinct sources for chapter 15, the first in vv. 1-6, a second in 7-21. To divide this into the classical sources is, most agree, impossible (Westermann, *Genesis*, Vol. 2, p. 214). Thus, from a source criticism standpoint, the fact that the land promise overshadows the other promises is explained by some as a Deuteronomistic tendency to emphasize the land at a time when a return to the land was important (Westermann, quoting L. Peritt, *Genesis*, Vol. 2, p. 215). Many, however, (including Gunkel, Westermann, [*Genesis*, Vol. 2, 215] and Albright, “Yahweh and the Gods of Canaan, [1968], p. 93] have felt the antiquity of the archaic language in vv. 7-21. It seems quite adequate to the present author simply to see that in the unfolding of the covenant as a whole, chapter 15 concludes with the focus on the land, not because of the conflation of two separate traditions, but because this was necessary within the structure of the narrative to label the covenant as patterned after the land-grant.

⁵¹**מקח** should be included in the list of words with specific, covenant significance. Weinfeld (“Cov. of Grant,” p. 188; “ברית,” *TDOT*, Vol. 2, p. 260). It use in the Abrahamic covenant is marked, cf. Ex. 6:4; Lev. 26:9; Deut. 8:18. In the context of covenant, it means “to establish” the covenant which has been previously ratified. This is particularly true in those covenant which are specifically promised to future generations as well.

⁵²cf. Gen. 28:3, 4; 35:10-12; 39:25; 48:3,4; Ex. 6:3.

⁵³cf. Gen. 6:9; 7:15; 24:40; 48:15. Also compare Mal. 2:6. The hithpael הִתְהַלֵּךְ may have the sense of “walk continually,” cf. Holladay, *Concise Hebrew and Aramaic Lexicon of the Old Testament* (Grand Rapids: Eerdmans, 1971), p. 80. The sentence co-ordination with the simple waw follows quite closely the pattern of 12:1, so that once again the sense may be “walk before Me and be blameless so that I might establish My covenant between Me and you. . .”

vassal or servant of the king.⁵⁴ Here, it foreshadows the words of commendation at Mt. Moriah, where Abraham shows himself to be a blameless, loyal servant indeed (Gen. 22:16-17).

The ceremony of circumcision is likewise construed in this chapter as a stipulation of the covenant. All male covenant members are to be marked by this sign (vv. 9-10) and neglect constitutes a “breaking” (הפר) of the covenant. In light of what has been said thus far, how are these stipulations to be understood?

First, the position of chapter 17 emphasizes that circumcision has primarily to do with the issue of the promised seed. The fact that Abraham attempted to establish the promise by Hagar (chapter 16) is immediately shown to be deficient by the events of chapter 17. The rite itself, involving the member of procreation, primarily teaches this aspect as well. God will establish His covenant by entirely above-human means. Therefore, the flesh must be done away with.⁵⁵ This likewise makes the use of the divine name אֱלֹהֵי שְׂדַי (El Shaddai) significant, as regularly connected with the promise of progeny.⁵⁶ Thus, in this context the promise of seed is emphasized above the other promises to the extent that circumcision rightly stands as the sign of the whole covenant (vv. 10-14).

In these stipulations the text emphasizes the individualistic requirements of the covenant. Similarly, the Grant treaties, while unilateral and promissory in nature, still contained an element of reciprocity.⁵⁷ Obedience and loyalty, for which the grant was given, were expected to continue in the future. What is more, while the favored individual could lose his rights to the covenant by his behavior, this could not alter the covenant as given to the future generations. As J. B. Torrance remarks, the unilateral covenant does not eliminate the need for response, but the obligations of love are not the conditions of love.⁵⁸

Examples of this aspect exist in the extant grant treaties, as in the treaty between Hattusilis II and Ulmi-Tesup:

After you, your son and grandson will possess it, nobody will take it away from them. If one of your descendants sins (uastai-) the king will prosecute him at his court. Then when he is found guilty . . . if he deserves death he will die. But nobody will take away from the descendant of Ulmi-Tesup

⁵⁴Weinfeld, “Cov. of Grant,” p. 186.

⁵⁵The attempts of Kline (*NBC*, p. 96) to parallel circumcision to the knife rites of some Near Eastern treaties and therefore functioning as a covenant oath at the threat of dismemberment is not well founded. There is nothing in the text to indicate that circumcision is to be considered an oath taking. Self mutilation, moreover, is strictly prohibited (Deut. 14:1). Additionally, the one upon whom the rite is performed is passive in the event. It seems apparent that circumcision was directed toward the father performing the action more than to his infant son. The uncircumcised male has broken the covenant unwittingly, at the hands of his disobedient father.

⁵⁶Note the comments of U. Cassuto (*A Commentary on Exodus* [Jerusalem: Magnus Press, 1967], pp. 78-9) where he connects the etymology of the name to the concept of fertility.

⁵⁷Note the fine comments of Paul Wells, “Covenant, Humanity, and Scripture,” *WTJ* 48(1986), pp. 25-27.

⁵⁸J. B. Torrance, “The Covenant Concept in Scottish Theology and Politics and Its Legacy,” *SJT* 34(1981), pp. 228, 239.

either his house or his land in order to give it to a descendant of somebody else.⁵⁹

The parallel to Leviticus 26:40-45 is unmistakable. Thus, like the grants, if Abraham or any of his descendants are disobedient, they will forfeit their rights in the covenant, but its established longevity cannot be altered. As Beecher has said:

. . . it is not difficult to solve the verbal paradox involved in thus declaring this promise to be both conditional and unconditional. So far forth as its benefits accrue to any particular person or generation in Israel, it is conditioned on their obedience. But in its character as expressing God's purpose of blessing from the human race, we should not expect it to depend on the obedience or disobedience of a few. So we are not surprised to find passages in which the other aspects of the case appears. Israel may sin, and may suffer grievous punishment; but Israel shall not become extinct, like other sinning peoples. The promise is for eternity, and Israel shall be maintained in existence, that the promise may not fail.⁶⁰

All of these data give clear indication that we may take the Grant treaty as a pattern by which the Abrahamic covenant has been structured. This is not a rigid parallel, since the Genesis passages are not themselves legal documents but are narratives. Nevertheless, the basic components are evident, and the genre of the Royal grant seems quite handy as a tool to aid in a deeper understanding and more accurate interpretation of these pivotal texts.

An example of the way in which a study of this nature may aid the biblical exegete⁶¹ is in the meaning and interpretation of עולם as found in the context of the Abrahamic covenant.⁶²

Some have attempted, on the basis of lexicographic data, to give עולם a meaning "for a long time," not wanting to admit any sense of "eternity."⁶³ It is readily admitted that on a strictly lexicographical basis, the meaning of "long time" is quite acceptable.⁶⁴ However, in light of the

⁵⁹Quoted from Weinfeld, "Cov. of Grant," p. 189. He gives other examples from two other treaties as well. See also Postgate, *Neo-Assyrian Grants*, p. 37.

⁶⁰Willis Beecher, *The Prophets and the Promise*, p. 220. Note also Eichrodt, *Theology of the Old Testament*, II, p. 289; Delbert R. Hillers, *Covenant: The History of a Biblical Idea* (Baltimore: John Hopkins Univ. Press, 1969), pp. 104-5. The relationship of the Abrahamic covenant to the Mosaic or Sinaitic covenant likewise bears on this question. It might appear that the Abrahamic becomes conditional as it is intertwined with the Mosaic (Weinfeld, "Cov of Grant," p. 195). But a closer study reveals the fact that the Mosaic legislation is perceived as the means by which the promise would be realized. The fact that the Mosaic follows the Suzerain-vassal treaty form as distinct from the Grant-type treaty underlying the Abrahamic, while having some very real significances, should not be pressed too far. Both have a measure of reciprocity; both are Divinely initiated and maintained. While this paper does not allow space for expanded discussion on this point, the author tends to see the relationship of the Abrahamic to the Mosaic as very illustrative of the relationship between justification and sanctification.

⁶¹The ramifications of seeing the Abrahamic as patterned after the Royal Grant are many indeed. Perhaps as significant as any is the light this sheds on the relationship between the covenants, including the New Covenant.

⁶²In Genesis note 13:15; 17:7, 8, 13, 19; 48:4.

⁶³See Leupold (*Genesis*, p. 517ff) as representative.

⁶⁴All the standard lexicons show עולם quite conclusively to mean "an expanse of time" without any innate sense of "eternity." (*BDB*, p. 761-2; Holladay, *A Concise Hebrew and Aramaic Lexicon*, p. 267; Gesenius, *Hebrew Lexicon*, p. 612-13; Koehler-Baumgartner, *Lexicon in Veteris Testamenti Libros* (Leiden: E. J. Brill, 1958), p. 688. The lexicon entries are confirmed by the

preceding materials, עֹלָם must be understood and interpreted by its use in the covenant formulary. As such, in the biblical covenant it functions in precisely the same way as the parallel terms in the secular treaties, denoting the eternal aspects of the grant. The emphasis of the grant is that nothing can change the ultimate purpose of the covenant, and this emphasis must likewise be allowed to come into the biblical exegesis. To argue that sin or disobedience has annulled or cancelled the Abrahamic covenant is to disregard the structure and pattern of the covenant itself. This is an excellent example of an instance where lexicography must be instructed by the literary genre in which the word is found. In this way, what was in the past claimed on the basis of theological extrapolation alone may now rest upon the very structure and meaning of the text as well.

word studies, cf. A. A. MacCrae, "עֹלָם" in *Theological Wordbook of the OT* 2 Vols. (Chicago: Moody Press, 1980), Vol. 2, p. 672; H.C. Hahn, "Time" in *Dictionary of NT Theology*, Colin Brown, ed., 3 Vols. (Grand Rapids: Zondervan, 1978), Vol. 3, p. 826-28; Sasse, *TDNT*, Vol. 1, p. 199-200.