

# The Church Has No Legal Relationship to or Participation in the New Covenant<sup>1</sup>

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## INTRODUCTION

The New Covenant of Scripture has been long debated and often misunderstood. No consensus exists in explicating all of the details of the New Covenant not to mention the question of the Church's relationship to that covenant. This lack of consensus is found even among those who approach the topic of the New Covenant from the perspective of similar hermeneutical presuppositions including the perspective of a more traditional form of dispensationalism. This treatment will not bring closure. It will at least advance the discussion and, at best, refocus it. The loss of focus in understanding the New Covenant has been exacerbated by a paucity of attention given both to the genre and the function of ancient and biblical covenants. Further complicating the issue is the prevalence of preunderstandings that can cause the student of the text to read *into* the text notions which are not manifestly there. No one escapes this latter tendency. We can only hope to restrain it.

Major interpretational issues with regard to the New Covenant seem to center on four basic questions: 1) what is the essential nature of the New Covenant, 2) what are the benefits of the New Covenant, 3) who are the participating parties in the New Covenant, and 4) when is the New Covenant formally ratified?

The view espoused in this chapter provides rather simple answers to these four questions. The New Covenant of Scripture 1) is essentially a formal, legal, contractual instrument, 2) it delineates specific indivisible responsibilities and benefits, 3) it was predicted and designed by God to be contracted with national Israel alone, and 4) it will be ratified once, at a specified time and place in the eschatological future: the founding of the promised, restored, theocratic Kingdom of God.

This perspective negates a number of long-standing and rather significant misconceptions with regard to the New Covenant, all of which will be addressed at length in this chapter but are introduced in summary here. The first misconception concerns the

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<sup>1</sup> Some of the content of this chapter originates from a paper presented to the Council on Dispensational Hermeneutics, September 23, 2009, Baptist Bible Seminary, Clarks Summit, PA, under the title "*The New Covenant of Scripture in ANE Covenant Context: A Preliminary Paper.*"

**nature** of the New Covenant. Many seem to treat the New Covenant more as a *promise* or *prophecy* than as a formal, legal *contract* or *covenant*. Is the New Covenant essentially a prophecy with numerous promises appended, or is it fundamentally a contract or covenant? On one hand, many prophecies in the Old Testament reference the New Covenant, and those prophecies are replete with promises. On the other hand, the New Covenant itself is not a prophecy or a promise; it is a contract. Old Testament prophecies *about* the New Covenant forecast a variety of events, the most important of which is the formal ratification of a legally grounded instrument called a “covenant”—the New Covenant. That covenant is a legal contract, not just a promise or a prophecy.

It may seem truisitic to assert that the New Covenant is, primarily, a covenant, but there seem to be many who misunderstand, ignore, or otherwise overlook this truth. The New Covenant is a formal, legal instrument, grounded in a clear historical setting of ancient jurisprudence. To interpret the New Covenant as though it were a prophecy is comparable to interpreting a parable as though it were history or a proverb as though it were law. The essential, legal nature of the New Covenant must not be overlooked. The New Covenant must be understood as a covenant not simply as a prophecy or promise.

A second widespread misconception concerns the **purpose** of the New Covenant. Many interpreters seem to suppose that the New Covenant is, essentially, an overarching soteriological covenant—a covenant made by God as a means of providing or dispensing salvation from sin. Many problems attend this supposition. One of the difficulties with this view is that its proponents must artificially bifurcate the New Covenant into “spiritual” and “physical” benefits and emphasize the one in exclusion of the other. In this view, the “spiritual” benefits of the New Covenant are applied to many if not all of the redeemed of mankind while the “physical” benefits are either eliminated or minimized and restricted in their application solely to the named parties of the covenant: national Israel.

The New Covenant does include the promise of national salvation for Israel in the future, but it equally promises a supernatural restoration to the land, a capital city, a temple, a ruling sovereign, world-dominance, and national prosperity. These promises are part of a covenant contract that is indivisible. The text of Scripture never contractually isolates the soteriological benefits of the New Covenant, as though those benefits constitute the primary purpose of the covenant, so that the New Covenant becomes God’s means of providing salvation from sin. The New Covenant is neither fundamentally nor exclusively a soteriological covenant.

A third widespread misconception concerns the **extent** of the New Covenant. Many seem to believe that the New Covenant was promised by God to provide salvation to *all* of mankind, or to *all* of the elect, or, perhaps, to *some* of mankind (including at least the church of today and, perhaps, future Israel as well). The problem here is that nowhere in the verbiage of the New Covenant, either in the Old or New Testaments, is this covenant said to be contracted with anyone other than Israel. Never is this covenant said in Scripture to be ratified with all of mankind, the elect, or the church, and never were all of mankind, the elect, or the church promised salvation in its legal provisos. The New Covenant is explicitly and exclusively said in Scripture to be made by God with Israel alone. The New Covenant is not a covenant for all or even most of the redeemed.

A fourth widespread misconception concerns the **chronology** of the New Covenant. Many seem to believe that the New Covenant was ratified at the cross when

Jesus Christ shed his blood to atone for the sins of the world. This supposed moment of ratification, however, contradicts the teaching of the New Covenant passages, both Old and New Testament, which speak specifically about the time when the covenant is ratified. Numerous New Covenant passages address temporal details that describe and define the moment of covenant enactment. These passages invariably say that ratification will take place at a particular eschatological time and place, after detailed eschatological events, all of which are yet future to our day. No text of Scripture says that this covenant was ratified at the cross. Also problematic to this view is the fact that covenants, as legal instruments, were not enacted by means of sacrifice but by means of oath, and no oath was sworn at the cross. New Covenant ratification is neither chronologically nor formally ambiguous in the Scriptures.

*This chapter argues that New Covenant is fundamentally a legal instrument whereby God will contract specific indivisible benefits with national Israel exclusively, the covenant being formally ratified by the oath of the stated parties once in human history at a clearly specified eschatological time and place yet future to today precisely as foretold by prophetic Scripture. The church has no legal relationship to the New Covenant; the New Covenant is not in force today; the church does not participate in the New Covenant.*

Jesus Christ, by virtue of his death and resurrection, serves as the mediator and guarantor of the New Covenant. The Scriptures are unequivocal in these descriptions. Further, the sacrifice of Christ makes possible the fulfillment of all of the terms of the New Covenant with national Israel. His death, in fact, guarantees the future ratification and fulfillment of the New Covenant. Only because Israel's Messiah—the son of David, the son of God, Jesus of Nazareth—lived, died, and rose again, will Israel some day experience supernatural regathering, national salvation, and the full restoration of the Davidic kingdom under the New Covenant. The eschatological enactment and accomplishment of the New Covenant would be impossible apart from the shed blood of Jesus Christ.

Nevertheless, the fact that Jesus is the mediator of the covenant does not necessarily mean that he is currently mediating that covenant. Also, the blood of Jesus Christ was poured out not just to secure the future of Israel. Rather, the blood of Christ was shed for the salvation of all people of all time who ever would come to God by grace through faith, for this is what the Scriptures say. The timeless provision of salvation through the blood of Christ, however, does not place all blood-cleansed sinners under the New Covenant. The church, like the redeemed of all time, experiences many soteriological blessings like those promised to national Israel within the terms of Israel's New Covenant, but the experience of similar blessings by the church does not place the church under the New Covenant any more than it placed Old Testament believers or all believers of all time under the New Covenant. To experience soteriological benefits like those promised to future Israel in the New Covenant is not, of necessity, to participate in the New Covenant.

While the prophets clearly predict that all Israel will be saved at the time of God's ratification of the New Covenant with that nation, Israel is not saved by the New Covenant, nor is the New Covenant God's all-encompassing and timeless covenant of salvation. The New Covenant itself does not provide salvation either to mankind or to Israel, nor does God dispense salvation to mankind through the New Covenant. God

provides salvation to all of mankind, including Israel, through the life, death, burial, and resurrection of His Son, Jesus Christ, not through a covenant. God dispenses salvation to all of mankind, including Israel, by grace through faith, not through the New Covenant. In the New Covenant, God promises, among other things, national salvation to all of the people of Israel in the eschaton. That is different, however, from promising individual salvation to all men of all time who come to God in faith. The two should not be confused. The New Covenant is not a soteriological agreement contracted with the church or with the redeemed of all time.

These affirmations constitute the position that will be defended in this chapter. All of the proposed misunderstandings above will be analyzed in greater detail. This study, first, will build a detailed, historical groundwork for understanding the nature and the content of the New Covenant by examining the nature, function, and legalities of covenants in the Ancient Near East. Second, New Covenant texts in the Old Testament will be surveyed as they find expression in their engagement of the form and function of ANE covenants. Finally, New Testament texts which mention the New Covenant will be summarized and explained as they correlate with their Old Testament precursors and the foundation clearly laid in the progress of divine revelation.<sup>2</sup>

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<sup>2</sup> This study will assume the presuppositions, hermeneutical approach, and basic tenets of a more traditional or classical form of Dispensationalism including a literal or normal approach to the interpretation of all of Scripture, the univocal nature of language, the progress of divine revelation as an increase in revelatory volume not revelatory value, and a rejection of the theories of inaugurated eschatology, New Testament priority, *sensus plenior*, complementary hermeneutics, and the reinterpretation or resignification of the Old Testament in the New. At the same time, an attempt will be made not to allow a theological system to override the explicit meaning or unmistakable intention of any biblical text. Success at this attempt is left to the judgment of each reader.

This study will also assume familiarity with the following treatments of the Church's relationship to the New Covenant, specifically studies written since the time of the seminal article by Homer Kent, Jr.: Homer A. Kent, Jr., "The New Covenant and the Church," *Grace Theological Journal* 6.2 (Fall 1985): 289-98; John R. Master, "The New Covenant," in *Issues in Dispensationalism*, ed. Wesley R. Willis and John R. Master (Chicago: Moody Press, 1994); Rodney J. Decker, "The Church's Relationship to the New Covenant," Part One," *Bibliotheca Sacra* 152 (July-September 1995): 290-305; Part Two, (October-December 1995): 431-56; "New Covenant, Theology of," and "New Covenant, Dispensational Views of," in *Dictionary of Premillennial Theology*, ed. Mal Couch (Grand Rapids: Kregel, 1996); *Why Do Dispensationalists Have Such a Hard Time Agreeing on the New Covenant?* (Schaumburg, IL, Regular Baptist Press, 2008); Russell L. Penney, "The Relationship of the Church to the New Covenant," *The Conservative Theological Journal* 2 (December 1998): 458-480; Richard Daniels, "How Does the Church Relate to the New Covenant? Or Whose New Covenant Is It, Anyway?" *Faith and Mission* 16.2 (1998): 61-94; Paul R. Thorsell, "The Spirit in the Present Age: Preliminary Fulfillment of the Predicted New Covenant According to Paul," *Journal of the Evangelical Theological Society* 41 (September 1998): 397-413; Larry D. Pettegrew, "The New Covenant," *The Master's Seminary Journal* 10 (Fall 1999): 251-270; Elliot E. Johnson, "Covenants in Traditional Dispensationalism," in *Three Central Issues in*

## ANCIENT NEAR EASTERN COVENANTS

The topic of Ancient Near Eastern (ANE) covenants is formidable. Volumes have been written, and conclusions vary. Unfortunately, much of the conversation surrounding the New Covenant of Scripture seems either to ignore or to discount the covenant form of the ANE. The purpose here is not to compare all of the similar components of the two. Rather, the purpose is to examine and summarize important elements of ANE covenants as those elements provide clarity for the interpretation of the New Covenant in text of Scripture.<sup>3</sup> A better understanding of ANE covenant forms should assist in eliminating some of the misunderstandings regarding the New Covenant. As Mendenhall suggests, “A study of the covenant form as we know it in ancient legal documents may possibly serve to bring into the chaos of opinion some objective criteria.”<sup>4</sup> The study of any text of Scripture divorced from its cultural setting and historical context is insufficient for formulating conclusions with regard to meaning. Such failure is particularly notable in the study of the New Covenant, both in its Old or New Testament settings.

### Covenant Genre: The ANE

Foundationally, ANE covenants were legal instruments. Like any formal, contractual document, stringent conventions surrounded their creation, implementation, execution, and perpetuation.<sup>5</sup> Covenant enactment was precise. Covenant terms were

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*contemporary Dispensationalism: A Comparison of Traditional and Progressive Views*, ed. Herbert W. Bateman IV (Grand Rapids: Kregel, 1999); R. Bruce Compton, “Dispensationalism, the Church, and the New Covenant” *Detroit Baptist Seminary Journal* 8 (Fall 2003), building on his doctoral dissertation “An Examination of the New Covenant in the Old and New Testaments,” (Grace Theological Seminary, 1986). It will not be possible in this chapter to cite all of the points of agreement or to debate all of the points of disagreement with these authors.

<sup>3</sup> In the Old Testament the New Covenant is only explicitly mentioned once by that designation. Nonetheless, the New Covenant is profusely referenced, delineated, and described in the Old Testament, most particularly in the major and minor prophetic books. Many lists have been formulated in collation of these prophetic New Covenant texts in the Old Testament (see the chapter by David Fredrickson herein). The treatment of the New Covenant here will assume a common recognition and collection of these texts. New Testament texts naming the New Covenant will also be treated below.

<sup>4</sup> G. E. Mendenhall, *Law and Covenant in Israel and the Ancient Near East* (Pittsburgh: Biblical Colloquium, 1955), 24. Mendenhall hoped to alleviate the “chaos of opinion” with regard to the history of religion. The hope here is to do the same with regard to the New Covenant in Scripture.

<sup>5</sup> ANE contracts did not partake of exact likeness and invariable language or description. Nonetheless, ANE contracts as “formal” promissory documents were, by nature, a much higher mechanism for promise-making than simple, everyday speech. Mendenhall rightly says, “No society compels its members to keep every promise they may make. At the same time the good of society itself demands that certain promises

precise, detailed, and unified. Deviation or contravention often incurred severe penalties as specified in the agreement. Covenants, like any legal instruments, were to be taken quite seriously. They were not ambiguously formulated, lightly contracted, indifferently enforced, or inconsequentially breached.<sup>6</sup>

### Covenant Terminology: The ANE

Specific terms were attached to covenants and covenant making in the Semitic world of the ANE. In Akkadian, *biritu* meant “to clasp” or “to fetter.” Similarly, the Hebrew term בְּרִית, denoted “a bond, pact, treaty,” or “accord.”<sup>7</sup> It signified a formal agreement between parties that effected specific impositions and liabilities which uniquely interrelated those parties.<sup>8</sup> The Semitic term chiefly engaged to describe the official enactment of such a bond was “to cut” (Akkadian *parasu* or Hebrew כָּרַץ).<sup>9</sup> In covenantal terms, it meant “to confirm, to actuate, to ratify” a formal agreement. To “cut a bond” or “pact,” then, was to enact an official, formal relationship by means of legal instrument.

### Covenant Elements: The ANE

By nature all ANE covenants consisted of at least two fundamental elements: relationship and obligation. As legal instruments, covenants brought their stated parties into formal relationship and, by that instrument, defined the obligations (laws, conditions, and consequences) incumbent upon each party in the relationship. No covenant exists apart from the naming of parties, the formal establishment of relationship between those stated parties, and the creation of legal obligations that bind those parties.

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must be followed by performance, and *it perfects forms and procedures by which it can guarantee those promises*. Those procedures are in the beginnings of law most closely connected with religion, and are known as *oaths*. As time passes, the oath which is a conditional self-cursing, an appeal to the gods to punish the promiser if he defaults, tends to become merely the constitutive legal form which makes the promise binding.” Mendenhall, *Law and Covenant*, 26, (emphasis added).

<sup>6</sup> For an extended example of treating covenants as other than legal instruments, see John Walton, *Covenant: God’s Purpose, God’s Plan* (Grand Rapids, Mich.: Zondervan Pub. House, 1994). According to Walton, his approach is that of “biblical theology” (p. 11); he finds “no direct parallels” in extant ANE covenants (p. 14); and that which finds importance to him is “not... what a covenant is,” but “why a covenant was made” (p. 15). For Walton, the purpose of a covenant was not “legal” but “revelatory” (p. 24).

<sup>7</sup> For other or ancillary terms used for covenants and covenant making see M. Weinfeld, “בְּרִית,” *TDOT* 2:257-259.

<sup>8</sup> Weinfeld, *TDOT* 2:255.

<sup>9</sup> Weinfeld, *TDOT* 2:259. The same idiom is used in Phoenician and Aramaic, as well as in Greek. The establishment or enactment of a covenant can also be described in Hebrew by the verbs “to put in place” (כָּבַד), “to give, make” (בָּרַךְ), “to set in order” (בָּרַךְ), “to cause to stand, establish” (בָּרַךְ, בָּרַךְ), and/or “to enter” (בָּרַךְ).

**Relationship between Parties.** First, covenants created a formal, bonded affiliation between designated parties. The party or parties enacting the covenant and creating the relationship were specified by name. Frequently the physical descendants of covenant parties were included by explicit designation and direct affiliation.<sup>10</sup> Once formally enacted, all of the terms of the accord were in force and were binding on those who enacted it. Only the stated, contracting parties partook directly of the covenant responsibilities and benefits. To be named in the legal instrument as an enacting party to the instrument was to incur, legally, its responsibilities, advantages, and/or penalties. By nature and design, covenants were exclusive: they established an absolute and unique relationship of fealty between the contracting parties.<sup>11</sup>

Peoples other than the enacting parties to the covenant might find reference in the accord, but their auxiliary reference did not make them direct participants; the covenant was not “cut” with them.<sup>12</sup> Any responsibility, boon, or bane that might befall them as designated in the accord, did so as a result of their interaction or affiliation with the legal parties of the covenant.<sup>13</sup> Indirect participation demanded first, that the parties be

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<sup>10</sup> See Weinfeld, “Scene of the Covenant,” *TDOT* 2:269.

<sup>11</sup> This exclusivity was particularly evident in contract with God. “The stipulation in political treaties demanding exclusive fealty to one king corresponds strikingly with the religious belief in one single, exclusive deity.... A legal formula taken from the sphere of marriage [is] attested in various legal documents from the ancient Near East. The relationship of the vassal to his suzerain, and that of the wife to her husband, leave no place for double loyalty” Weinfeld, *TDOT* 2:278).

<sup>12</sup> For example, the Mosaic Covenant contained laws concerning named peoples who lived within the boundaries of Israel’s land of promise (Deut 7:1-2). These people did participate in Israel’s covenant provisos as incidental or third-party designees (they were to be destroyed), but their participation was only indirect. They participated tangentially, only as they found themselves, either willingly or unwillingly, in contact and in context with Israel and Israel’s covenant God and so named in the covenant as auxiliary or tertiary, non-contracting parties.

<sup>13</sup> The “strangers who sojourned” in Israel (i.e., the non-Israelites who experienced established residency among the Israelites either by choice or by servitude) participated in the nation’s covenant and were, in fact, obligated to keep the law of Israel as indirect, third-party participants under Israel. If they were circumcised, they could partake of the Passover meal (Exod 12:43-49). They participated, with Israel, in the laws of the food offering (Num 15:13-16) and were held accountable, in same way as the congregation of Israel, with respect to erroneous and/or high-handed sin (Num 15:25-30) and the purification rituals (Num 19:1-10). They partook of the responsibilities and, apparently, the forgiveness of the Day of Atonement because of their association with the people of Israel (Lev 16:29-34). Like the native Israelites, sojourners were responsible to use the central altar for sacrifice and to avoid the eating of blood (Lev 17:8-16). Like Israel, they were to spurn the abominable practices of the Canaanite nations around them (Lev 18:26) and were not to offer their children to Molech (Lev 20:1-2) or to worship idols (Ezek 14:1-8). Native Israelites under the Mosaic Covenant were told by God to “treat the stranger who sojourns with you as the native among you, and you shall love him as yourself” (Lev 19:33-34). But even with all of this, the strangers who sojourned

specifically identified in the covenant as incidental participants and, second, that the covenant be in force. A covenant must be formally ratified before either the contracting or non-contracting parties can experience its benefits. Not to be named specifically as party to or participant in the covenant was to be excluded from the covenant. Covenants were enacted for the purpose of creating formal, unique, and bonded relationships.

**Obligations and Benefits.** Second, ANE covenants involved obligation.<sup>14</sup> Covenants defined the parameters and the procedures of the contractual relationship between the legal parties.<sup>15</sup> The instrument stated in unequivocal terms which specific party was beholden to which specific obligations. Often delineated were the rights or benefits (blessings) that were accrued by designated parties for their unfailing compliance with the terms of the covenant. Specific benefits were listed that could encompass all areas of life, tangible and intangible. Once a covenant was formally ratified, all of the benefits immediately owned legal force, though the actual experience of any particular benefit might be contingent on time and performance.<sup>16</sup> Also specified might be the penalties or adversities (curses) that would befall a party or parties in violation of the covenant terms. All covenants by nature involved obligations, obligors, and obligees, and all covenant responsibilities and benefits were cohesive in enactment and binding in execution.

#### Covenant Types: The ANE

Although various subcategories of covenants might be enumerated (e.g., fealty, marriage, indenture, purchase, parity, etc.), it seems that two major categories of covenants can be distinguished, particularly with regard to vassal-type relationships: the suzerainty treaty and the royal grant.<sup>17</sup>

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among native Israelites were still “strangers” and never attained the legal status of the covenanted people themselves; they never became Israelites. In fact, though obligated to keep the law of Israel, these sojourners were by that same law always terminologically distinguished and legally distinct from Israel. For example, unlike a native Israelite, sojourners could be owned as permanent slaves without the right of redemption (Lev 25:44-55).

<sup>14</sup> D. J. McCarthy, *Old Testament Covenant: A Survey of Current Opinions* (Richmond: John Knox Press, 1972), 3. See also Weinfeld, *TDOT* 2:255.

<sup>15</sup> “*Berith* implies first and foremost the notion of ‘imposition,’ ‘liability,’ or ‘obligation.’” “...It is in essence an imposition of laws and obligations upon the people” (Weinfeld *TDOT* 2:255).

<sup>16</sup> For example, the promise of a suzerain to defend the vassals would be legally in force at the moment of ratification though that promise would be experiential only when the subjects needed defending; likewise the promise of the provision of food, shelter, clothing, etc. The experience of the benefits or blessings was also contingent upon the vassal’s faithfulness to the conditions of the covenant. In any case, once a covenant was ratified, all of its terms were in legal force without segregation, alteration, or equivocation.

<sup>17</sup> M. Weinfeld, “The Covenant of Grant in the Old Testament and in the Ancient Near East,” *JAOS* 90 (1970):185; and Weinfeld, *TDOT* 2:270-271. These two types of covenants seem taxonomically to encompass the major biblical covenants.

**Suzerainty Treaties.** A suzerainty treaty was an accord that chiefly *defined* vassal loyalty. The focus here was on the *obligation of the inferior party*, though the suzerain embraced specific obligations as well. The suzerain pledged to enable, protect, and sustain his vassals (and their progeny) with all of his resources, power, and ability, if the vassals would swear to keep in perpetuity the specifications, laws, and statutes of the suzerain as delineated in the covenant. The *chief feature* of this covenant was the *law-code*: the list of requisites that were obligatory on the part of the vassals in order to prove continued covenant fealty. In this case, the suzerain contractually offered the terms in pledge to the vassal, and the vassal swore to accept those terms. The vassals, along with the suzerain, were exclusive direct participants in the enactment and fulfillment of covenant terms. This covenant was bilateral in nature, both parties pledging their allegiance.<sup>18</sup>

**Royal Grants.** A royal grant was an accord that chiefly *rewarded* vassal loyalty. The focus here was on the *obligation of the superior party*, though the vassal owned certain responsibilities as well.<sup>19</sup> In a royal grant, a sovereign awarded favors or benefits

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<sup>18</sup> Mendenhall suggests that in Hittite treaties, only the vassals swore to the terms and that “by no legal formality did the Hittite king bind himself to any specific obligation;” the fact that the king would protect the vassal was “taken for granted” (Mendenhall, *Law and Covenant*, 30; see also n. 17). Mendenhall extends this observation to the Mosaic Covenant as well, that is to say, that God did not swear to its terms, “though it goes without saying that the covenant relationship itself presupposed the protection and support of Yahweh to Israel” (*Law and Covenant*, 36). The fact that God’s protection and support is “presupposed” and “goes without saying” is the point made here. If the suzerain is the one offering, contractually, the covenant and its terms, then he and the vassals both understand that the suzerain is offering the contract in pledge of the suzerain’s protection and support of the vassal. Furthermore, the blessings (and curses) are, in fact, the promise of the suzerain to the vassals. See McCarthy, *Covenant*, 66, where he says, “The obligations of the overlord and their basis remain a vexed problem. Was he bound by oath? This is usually denied, but the position is becoming more difficult to maintain.”

<sup>19</sup> The terms “conditional” and “unconditional” have long and frequently been engaged by scholars of virtually every theological bent to designate and distinguish suzerainty- and grant-type covenants: suzerainty treaties being “conditional” and Royal Grants being “unconditional.” These designations, “conditional” and “unconditional,” may be comparable, but they are not precise. They do not reflect accurately the distinction between suzerainty- and grant-type covenants. Since all covenants, by nature and content, involved obligation (“imposition, liability”) within relationships, it could logically be argued that all covenants were, by nature, conditioned. In royal grants, participation in the benefits could be conditioned on certain signs or tokens of formal relationship, especially by ensuing generations. Mendenhall, in arguing against conditionality of the Abrahamic grant, notes that “circumcision is not originally an obligation” in the covenant (*Law and Covenant*, 36). While Mendenhall is correct in saying that circumcision was “originally” not an obligation in the covenant, circumcision did *become* obligatory to any of Abraham’s descendents who cared to participate in the covenant. The Abrahamic Covenant was “kept” by circumcision (Gen 10:10). The

to a proven loyalist. Typically, the subject party had long and/or valiantly demonstrated his fidelity to his lord.<sup>20</sup> The suzerain, then, would provide heightened privilege (e.g., special housing, clothing, transportation, property, food, servants, access, etc.) to the faithful subordinate. The *chief feature* of this covenant was the *list of benefits* that the sovereign promised to bestow on the subject and his progeny. In this case, the suzerain alone swore to the terms of the covenant.<sup>21</sup> The vassal had only to enjoy those privileges as long as he or his descendents chose to participate in the benefits and retain loyalty to the benefactor. The vassal, at best, participated only indirectly in the enactment of the covenant by witnessing the oath of the benefactor as he swore to the terms. This covenant was unilateral in nature, one party (the benefactor) swearing to his pledge.

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benefits of royal grants were often specifically contracted by the benefactor to be withheld (i.e., temporarily discontinued) should the loyal beneficiary or his descendents become disloyal and stray from fidelity to the grantor (See 2 Sam 7:14; Ps 89:30-33; and 132:12). Enjoyment of a grant was conditioned on continued loyalty [W. Dyrness, *Themes in Old Testament Theology* (Downers Grove, Ill.: InterVarsity Press, 1979), 118]. All ANE covenants were by nature conditions of relationship. Therefore, the distinction “conditional” and “unconditional” seems unhelpful.

Others have suggested the designation “administrative” over against “promissory” with regard to ANE covenants: suzerainty treaties being “administrative” in function and royal grants being “promissory” in nature [see T. E. McComisky, *The Covenants of Promise: A Theology of the Old Testament Covenants* (Grand Rapids, Mich.: Baker Book House, 1985)]. These appellations are neither comparable nor accurate. It could be argued that a royal grant was administrative in its detailed specifications for rewarding the faithful servant and his progeny. Clearly, the suzerainty treaty often included numerous promises: promises made by the suzerain for blessing (protection and care) or for cursing (penalty and affliction), and promises made by the vassal to maintain fidelity and compliance. In fact, all covenants were, fundamentally, heightened promises (Mendenhall, *Law and Covenant*, 26).

<sup>20</sup> Weinfeld, *TDOT* 2:270-271.

<sup>21</sup> Rather than attempting to distinguish the two major covenant types by conditionality (conditional vs. unconditional) or by function (administrative vs. promissory), it seems better, as herein, to distinguish them by enactment. On the one hand, suzerainty treaties were *bilateral* in ratification: both parties, the suzerain and the vassal, made formal commitment to the terms of the covenant. The vassals swore to the terms that the suzerain offered in pledge of contracting a relationship with them. In this case, both parties were direct, pledged enactors of the agreement. On the other hand, royal grants were *unilateral* in ratification. The superior alone offered the terms and made formal commitment to the terms. The inferior and his progeny could choose to enjoy the benefits pledged by the suzerain so long as they associated themselves with the suzerain in personal and prolonged fidelity, but their participation was both voluntary and unpledged. They offered no provisos and swore to no terms. In this case, only the suzerain was the direct, sworn enactor of the agreement. Mendenhall calls these one-sided covenants “Patron” and “Promissory” covenants: G. E. Mendenhall, “Covenant,” *IDB* 1:717. The denomination “Patron” serves better to distinguish this covenant than does “Promissory.”

### Covenant Duration: The ANE

ANE covenants were time-bound. They each found their place in the ebb and flow of history. They were designed within time and with time clearly in mind. Every ANE covenant had a *terminus a quo*, a point of ratification or enactment when the covenant as a legal instrument began to function in legal force. Interestingly, many ANE covenants, particularly suzerainty- and grant-type treaties, were left open-ended with regard to time. They had no *terminus ad quem*. Covenant commencement and termination were carefully designated concerns in the ANE. Specific language attended these temporalities.

**Commencement.** Covenants, as legal instruments, were officially ratified (“cut”) at a precise point in time. Their terms might be discussed, negotiated, spoken, reiterated, and recorded prior to legal ratification, but the terms, obligations, benefits, and penalties were only theoretical until the moment of official enactment.<sup>22</sup> Covenants, after their initial ratification, might also and regularly be rehearsed and/or renewed with much of the attendant verbiage and ceremony of the original ratification. Renewal might occur when terms of the covenant had been broken and the violating party found need for restoration, or renewal might occur on a regular schedule.<sup>23</sup> Later generations who by birth became party to the covenant as originally enacted by their progenitors also might seek renewal. When renewed, some of the terms might be adapted, by mutual agreement between the covenanting parties, in order to adjust the stipulations to changing circumstances.<sup>24</sup> Nonetheless, the covenant came into force, in its entirety, precisely at the temporal nexus with its initial, legal ratification. Renewals were only restatements and reaffirmations of an original covenant already in force; they were not new covenants in and of themselves.<sup>25</sup>

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<sup>22</sup> Numerous ANE covenants are extant. What exists, however, is chiefly their content—the written documents themselves. What is lacking, in most cases, is an historical record describing their ceremonies and their official enactment. The documents themselves, in record of the words of the covenant, might mention attendant ceremonies and official enactment, but the ceremonies and enactment themselves are not attached as an historical record. “These aspects have to be pieced together out of other sorts of materials for the most part” [D. R. Hillers, *Covenant: The History of a Biblical Idea* (Baltimore: Johns Hopkins Press, 1969), 39]. In contrast, the text of Scripture is often more descriptive of the historical setting and discussions about the covenants, not the formal texts of the covenants themselves (ibid, 48).

<sup>23</sup> Weinfeld, *TDOT* 2:265.

<sup>24</sup> For example, the laws of Deuteronomy which anticipate permanent residence in the land over against the nomadic life of the previous generation.

<sup>25</sup> Like other ANE suzerainty treaties, renewal of the Law of Moses, for example, was always linked to and grounded in the original covenant (see Josh 24:14-28, 2 Kings 23:1-3; Neh 8:1, 10:30[29]). Renewal of the original covenant was expedient due to the inter-generational nature of the original contract and the perpetuity of a covenant with the progeny of the original enactors (Deut 31:9-13; see Weinfeld, *TDOT* 2:274-275).

That which immediately and legally placed a covenant in force was the oath.<sup>26</sup> Although various symbolic conventions might attend ANE ratification ceremonies,<sup>27</sup> the one component essential to all covenants was the swearing of the oath.<sup>28</sup> Only by this means was the covenant formally actuated, enacted, or ratified (“cut” כָּרַח).<sup>29</sup> A covenant ceremony might include a meal. It could incorporate some form of sacrifice. A token might be assigned, a libation or some other physical act performed. Nevertheless, there was no legal contract, no implementation of terms or benefits in part or in whole, and no obligatory force or factual realization until the moment when the party (unilateral) or parties (bilateral) officially swore to the terms of record.<sup>30</sup>

**Termination.** ANE covenants, especially suzerainty treaties and royal grants, were generally construed and specifically designated to be perpetual and eternal.<sup>31</sup> Technically, covenants were not dissolved or terminated by noncompliance. The covenant continued in force even when it was “broken” and its stipulations violated.<sup>32</sup> That which changed legally was the consequence of the covenant, not the continuance of the covenant. The covenant-breaker could be “cut off” or excluded from enjoying covenant benefits or blessings, but the contract continued in force. If it contained curses for non-compliance, the curses were invoked and, by their invocation, the covenant continued to operate. An ANE covenant might also become obsolete. Should one or more

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<sup>26</sup> Weinfeld, *TDOT* 2:262. According to Weber, “In antiquity every political alliance, in fact, almost every private contract was normally confirmed by an oath.... Israel itself as a political community was conceived as an oath bound confederation” [Max Weber, *Ancient Judaism* (Glencoe, Ill.: Free Press, 1952), 75]. Hillers concludes, “An ancient treaty, then, is essentially an elaborate oath” (*Covenant*, 28. See also Mendenhall, *Law and Covenant*, 26).

<sup>27</sup> See below: Covenant Complements.

<sup>28</sup> “*Berith* as a commitment has to be confirmed by an oath.... The oath gives the obligation its binding validity,” Weinfeld, *TDOT* 2:256.

<sup>29</sup> Following Mendenhall’s well-known list of the six elements commonly found in Hittite treaties, he says: “We know that other factors were involved, for the ratification of the treaty did not take place by the mere draft in written form. So we must add: 7, The formal oath,” *Law and Covenant*, 34.

<sup>30</sup> Just as a modern wedding might include the giving of the bride, a candle ceremony, the formal exchange of rings, prayers, the invoking of witnesses, a meal, and/or any other number of peripheral customs and symbols, the ceremonial act that seals the marriage before God is the vow (oath). As a bilateral agreement, the man swears to his obligations as husband, and the woman swears to her obligations as wife. Like placing one’s signature on a modern-day contract, ANE covenants were singularly actuated by the oath. With the oath-taking, the covenant was officially “cut” or ratified. No one, either directly or indirectly, could experience legally the obligations of the covenant, its terms and conditions, its benefits or penalties, until the covenant was ratified by the oath.

<sup>31</sup> Weinfeld, *TDOT* 2:264.

<sup>32</sup> For various terms describing covenant non-compliance, see Weinfeld, *TDOT* 2:261-262.

of its parties cease to exist<sup>33</sup> or should all of the terms of the covenant find complete and permanent satisfaction or actualization,<sup>34</sup> the covenant would essentially come to an end through obsolescence. A covenant, however, was not wholly nullified or made void simply by a participant's violation of the terms. The relationship established by the covenant, along with its obligations, was usually defined as perpetual, inter-generational, everlasting.

### Covenant Complements: The ANE

In the ANE the term "cutting" a covenant referred to the formal act of ratification which occurred when the parties swore to the terms of the instrument. Numerous attendant ceremonial features or symbolic acts might accompany or complement the formal ratification of ANE covenants. Such complementary elements were optional for inclusion or non-inclusion in the ceremony. All of these features, despite their optional inclusion, were highly emblematic. None of them, however, were essential to covenant making or officially enacted the contract.

**Sacrifices.** Some covenant ceremonies included a sacrifice. At times, the sacrifice focused on the manipulation of blood by sprinkling or smearing; other times it more specifically involved passing between a division of sacrificial body-parts.<sup>35</sup> The manipulation of blood might portray ritual satisfaction and/or purification before the deity or deities overseeing the covenant. Ritual purification would also symbolize the elimination of hostility and, thus, the commitment to fidelity between the parties as they came together to embrace the covenant terms.<sup>36</sup> The division of body parts and passing through their midst probably symbolized a severity of cost in the implementation of the

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<sup>33</sup> For example, by the discontinuation of any progeny or by conquest and assimilation or dispersion.

<sup>34</sup> For example, a purchase or trade agreement.

<sup>35</sup> Weinfeld, *TDOT* 2:262-3.

<sup>36</sup> In the case of Moses, the sprinkling of the blood of the burnt and peace offerings on both the altar and the people seems clearly to indicate the ritual cleansing of the people for the establishment of rectitude between the two parties of the covenant, God and Israel, in full assurance of their respective pledge-making (Exod 24:4-8). First, half of the blood was sprinkled (קָרַן) on the altar of God (v. 6). Then God's words, as recorded in the covenant, were read to the people, after which they, in turn, swore to God's terms (v 7). Following their oath, the other half of the blood was sprinkled (קָרַן) on the people, and Moses said, "Behold the blood of the covenant which Yahweh has cut with you based upon all of these words" (v. 8). In this case, the sacrifice was joined with an aspersion of the sacrificial blood. The blood surely was not sprinkled on every Israelite in attendance. It was doubtless only sprinkled on some, in proximity to Moses, as the nation's representatives (Weinfeld, *TDOT* 2:263). This aspersion of the blood was a symbolic ritual. The blood, in essence, made the people fit for covenant ratification and guaranteed that the terms of the covenant could be met.

covenant and, especially, in the obligation to keep it.<sup>37</sup> Nonetheless, the slaughter for division of the body-parts was often considered to be sacrificial.<sup>38</sup>

If a covenant ceremony did include a sacrifice, the sacrifice was ancillary to formal ratification. It made the parties fit for covenant relationship and symbolized their committed to covenant fulfillment, all in guarantee that the covenant could and would be actuated.<sup>39</sup> The sacrifice and the sacrificial animals were, nonetheless, “subordinate to a fixed ritual procedure.”<sup>40</sup> Covenants could be made without a sacrifice.<sup>41</sup> Even when included, the sacrifice itself, like other covenant complements, did not constitute enactment or ratification of the covenant. Covenants were ratified by oath.

**Libations/Ablutions/Aspersions.** Some covenant ceremonies might include libations, ablutions, or other manipulations of non-bloody liquids such as water, oil, or wine.<sup>42</sup> Blood itself—the blood of the covenant sacrifice—could also be manipulated as a libation and/or an aspersion. The pouring out or sprinkling of liquid might be sacrificial and/or it might represent the forfeiture or surrender of independence in coming into a contractual relationship. Ritually purified water or sacrificial blood might be sprinkled on objects or on participants as symbolic ablutions to achieve or to signify purification and covenant fitness. Water, oil, or wine could also be engaged in various fashions, probably to represent similar covenant qualities such as purity, fellowship, or obligation.<sup>43</sup>

**Actions.** Some covenant ceremonies were attended by symbolic physical acts. These acts were usually performed by the contracting party or parties. The most commonly attested actions included bodily contact: the touching of the throat,<sup>44</sup> the touching of the breast,<sup>45</sup> placing a hand under the thigh,<sup>46</sup> or the joining of hands.<sup>47</sup> The symbolism might include anything from viable threat (throat or breast) to intimate loyalty (breast or thigh). Another known act was the giving or exchange of personal clothing,<sup>48</sup> probably indicative of self-sacrifice, deference, or commitment. As mentioned above, the physical act of passing through divided sacrificial body-parts probably signified the depth of commitment to and the guarantee of fulfillment of covenant terms.

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<sup>37</sup> See Jer 34:18-19 where this symbolism is made explicit, particularly with reference to those who pass through the pieces.

<sup>38</sup> Weinfeld, *JAOS*, 90, 196ff.

<sup>39</sup> Note that on the day that Yahweh actually cut his covenant with Abraham (Gen 15:18 – תִּכְרֹת), Abraham asked for some assurance that its terms would truly be accomplished (Gen 15:7-8). In response, Yahweh commanded a sacrifice (Gen 15:9-10), then Yahweh unilaterally passed through the divided parts (Gen 15:17), symbolizing his absolute assurance that the covenant would, indeed, be fulfilled (Gen 15:13 – יִרְעֵ תִרְעֵ).

<sup>40</sup> Weinfeld, *TDOT* 2:262.

<sup>41</sup> Even biblical covenants; for example, the Davidic.

<sup>42</sup> Weinfeld, *TDOT* 2:263.

<sup>43</sup> Hos 12:2; Jer 2:18. See Hillers, *Covenant*, 40.

<sup>44</sup> EnEl VI, 98.

<sup>45</sup> Weisman, *Vassal-Treaties*, 154-156; EnEl VI, 98; Borger, *Asarhaddon*, 43, 51.

<sup>46</sup> Gen 24:2, 9; 47:29.

<sup>47</sup> Ezek 17:18.

<sup>48</sup> 1Sam 18:3, 4; Ruth 4:7; Weinfeld, *TDOT* 2:263.

**Meals.** Some covenant ceremonies included a meal. At the meal, the enacting parties of the covenant, or designated representatives from among them, partook of food and drink at a common table or setting. Meals commonly followed covenant ratification. The meal most likely symbolized the bond, unity, and fellowship that resulted from the relationship newly contracted.<sup>49</sup>

**Tokens.** Some covenant ceremonies included the specific assignment of a token or tokens.<sup>50</sup> The token was an object, event, or other emblem that served as a physical, experiential, and perpetual reminder of ownership of the contract and participation in its obligations and consequences.<sup>51</sup> To violate or desecrate the token served, symbolically, to violate the covenant itself.<sup>52</sup>

**Guarantees.** Often the language of the covenant included explicit, heightened verbiage that served to instate guarantees of covenant fidelity and the ongoing fulfillment of covenant terms. Witnesses, either actual or theoretical, animate or inanimate, could be enlisted in order assure that the oath once sworn could not later be questioned. The names of deities might be invoked and appalling consequences could be embraced should one party or the other disregard the covenant. Absurdities were sometimes enumerated, like the falling of the sky or the drying up of the sea, as prerequisite to covenant failure. These guarantees all served to give greater weight to the most important and only necessary feature of the covenant: the oath. An oath is a solemn act. An oath is more solemn when sworn before witnesses and deities, all the while invoking horrors and/or absurdities to preclude and/or to follow the breaking of the oath.

Covenant complements, as part of a covenant ratification ceremony, were ancillary to covenant enactment. Sacrifices, libations, and ablutions seem particularly to concern covenant *fitness*: they effected the participants' purity and integrity as they swore the oath and entered covenant relationship. Physical acts and verbal guarantees seem particularly to concern covenant *fidelity*: they effected the participants' sincerity and veracity in conjunction with the oath and covenant enactment. Meals and tokens seem particularly to concern covenant *futurity*: they effected the participants' perpetuation and recollection of oath-taking and covenant relationship. Any number of covenant complements might be attached ceremonially to covenant ratification. None of them, however, accomplished covenant ratification. Covenant ratification was effected by means and by virtue of the oath.

### Summary: The ANE

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<sup>49</sup> Weinfeld, *TDOT* 2:263. Such meals might also include a ritual of salt; salt also being used with some ritual sacrifices (Lev 2:13) and offerings (Num 18:19).

<sup>50</sup> Weinfeld, *TDOT* 2:263-264.

<sup>51</sup> The token of the Noachic covenant was the rainbow in the clouds, a natural "reminder" to God (Gen 9:12-17). The token of the Abrahamic Covenant was male circumcision, physically emblematic of covenant participation (Gen 17:10-14). The token of the Mosaic Covenant was observance of the Sabbath, temporally emblematic of covenant fidelity (Exod 31:14-17).

<sup>52</sup> In fact, because the token was symbolic or representative of the covenant as a whole, the token itself was sometimes termed a "covenant." In these cases, the token should not be deemed a separate or distinct contract.

Because of both temporal and cultural distantiation from the ANE world, a complete understanding of ANE covenant forms and conventions is lacking. No holistic consensus of opinion exists on every detail of ANE covenant studies. Nevertheless, extant documents and records provide a basic understanding of the nature and function of ANE covenants, and that information must be engaged in the study and evaluation of the biblical record, particularly with regard to the biblical covenants. Most important is recognition of the legal nature both of ANE and of biblical covenants. To dismiss or to overlook the legalities of these forms, for whatever reason, is to skew a proper understanding and interpretation of their content, implementation, perpetuation, and accomplishment.

## THE NEW COVENANT IN OLD TESTAMENT TEXTS

### Introduction

Having surveyed numerous facets of ANE covenants in general, attention now turns to the New Covenant specifically as it engages this form and these facets. God, having adopted this form, presumably did so for the benefit and understanding of those whom he addressed. Just as God chose to use language to “speak” to men, so he used covenant to “swear” to men. Neither language nor covenant is ambiguous. Covenant is only more meticulous and emphatic. Covenant form, as used by God, partook of a higher quality and deeper gravity and veracity than merely human instruments; but the form itself, with its conventions and operations, was designed to convey both consistency and clarity. In that sense, God did not covenant with man differently than men covenanted with each other.<sup>53</sup> A better understanding of ANE covenants effects a better understanding of biblical covenants. Ignorance of the one leads to misunderstanding of the other.

Legal forms are not by nature enigmatic, fluid, and unpredictable. God utilized this form, the covenant, in no uncertain terms and in no obscure fashion; and it was in the most significant settings of biblical history that God chose to covenant with man.<sup>54</sup> At these crucial junctures, he employed the form of covenant in order to predict, enact, and

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<sup>53</sup> In the ANE men covenanted with each other in the presence of the gods. In the Scriptures, God himself covenanted with man.

<sup>54</sup> God’s first biblical covenant was established in conjunction with the Noahic deluge (Gen 6:18; 9:9-17). Subsequently, God engaged covenant form in his selection and blessing of Abraham and his seed (Gen 15:7-18; 17:1-21). God covenanted through Moses with Israel at the establishment of the historic, theocratic kingdom (Exod 24:4-7). The Abrahamic and Mosaic Covenants incorporated contracted land (Gen 15:18-21; Deut 29:1-15) and priesthood (Num 25:11-13). God also established a covenant of theocratic kingship over national Israel (2 Sam 7:8-17; 2 Chron 13:5; 21:7; Ps 89:1-3). Finally, as examined in detail here, God utilized a covenant form in his prediction and promise of a restored, eschatological, theocratic kingdom (Ezek 37:21-28; Zech 9:9-12; et al.). The Mosaic Covenant of the historic kingdom is replaced by the New Covenant of the restored kingdom (see Hillers, *Covenant*, 167).

accomplish his divine purpose in formal structure and in absolute terms. The underlying verity, initiation, progress, and ultimate success of God's covenants were inexorably tied to his person. The New Covenant is no exception.

#### Covenant Genre: The New Covenant

Numerous discussions and analyses of the New Covenant seem to disregard the legal nature of the form. Legal instruments, however, should not be trivialized either by the parties who enact them or by others who discuss them. How seriously does the holder of a mortgage or a purchase agreement take its terms and conditions? To what degree of specificity and limitation does a testator wish the executor of his or her will to adhere? Does one partake of a legal instrument apart from legal finding within the instrument? Can bilateral contracts somehow be enacted and enforced either partially or fully having never been formally actuated? Might terms of legal instruments or parts thereof be added, expunged, advanced, deferred, resignified, reassigned, or otherwise altered in part or in whole at the impulse of one signatory or the other, not to mention the fancy of mere observers? Can undesigned parties somehow become parties or unnamed persons suddenly become beneficiaries apart from unambiguous, meticulous, and explicit legal process and attendant verbiage? Many of these ideas are casually espoused in relationship to the New Covenant as though its legalities were unimportant and its terms plastic. Whatever fulfillment or participation theory is suggested regarding the New Covenant, it ought to take careful account of the legal conventions of a covenant and adequately address them, not disregard or dismiss them. The legal and formal conventions of ANE and biblical covenants should inform and govern our hermeneutical and theological systems. Hermeneutical and theological systems should not drive our interpretation of biblical covenants. The New Covenant, like all other ANE covenants, was primarily and essentially a legal instrument.

#### Covenant Terminology: The New Covenant

In harmony with ANE contractual language, the New Covenant is labeled a “bond,” “pact,” or “covenant” (בְּרִיתָהּ: Jer 31:31–בְּרִיתָהּ יְהוָה וְיִשְׂרָאֵל).<sup>55</sup> This term signifies a formal agreement between contracting parties that effects obligations and benefits which uniquely interrelate those parties. The obligations and benefits of the formal accord are defined in detail within the instrument and are inexorably united. Likewise, precise language is engaged for the formal enactment of the bond. Like other covenants in ANE settings, formal ratification of the New Covenant is denoted by the verb “to cut” (כָּרַתָּהּ: Jer 31:31; Ezek 34:25; 37:26; Hos 2:18).

#### Covenant Elements: The New Covenant

By nature the New Covenant consists of two fundamental elements: relationship and obligation. The New Covenants brings specifically designated parties into a unique,

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<sup>55</sup> Translations of biblical passages are, in general, attributable to the author unless a particular version is specified.

formal relationship, and it defines in detail the obligations (laws, conditions, and consequences) incumbent upon each party in that relationship. No covenant exists apart from the naming of parties, the formal establishment of relationship between those parties, and the creation of legal obligations that bind those parties in that relationship.

**Relationship between Parties.** As with any ANE accord, the New Covenant contracts a formal and legal relationship between specific parties. When officially ratified, all of the terms and all of the benefits of the New Covenant, without partition, become effective and binding on the persons named in the contract. All of the stated covenanting parties are fettered to each one of the duties, impositions, and liabilities delineated in the accord. The newly established relationship is both definitive and exclusive. In the New Covenant, a formal agreement is implemented, and a unique relationship of fidelity is bound between the enacting legal parties who swear to its terms.<sup>56</sup>

The contracting parties of the New Covenant are explicitly and invariably stated throughout Scripture to be God and Israel/Judah.<sup>57</sup> Other groups, peoples, and nations

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<sup>56</sup> Decker concludes his two part article on the Church and the New Covenant with these words: “The Old Testament does not say that only Israel will participate in the New Covenant. The Old Testament does say that the New Covenant is made with Israel. That is different, however, from saying that the New Covenant is *only* for Israel” (“The Church’s Relationship,” Part Two, 456). Earlier in the article, in setting up his argument to include the Church in the New Covenant, Decker says a similar thing of the Old Testament textual evidence, “(The fact) that only Israel is addressed in the Old Testament passages on the New Covenant does not mean that others are excluded. That conclusion could only be drawn logically if the text specifies that Israel’s status under the New Covenant is exclusive” (“Church’s Relationship,” 296-7). The error that Decker makes here is made by many commentators with regard to the New Covenant. The New Covenant is not just a promise or prophecy which might find broad, unspecified application or fulfillment; it is a legal instrument. Every covenant, as a legal instrument, specifically *includes* the name of all contracting parties and any incidental participants in the instrument. By specifically *including* the names of all parties and participants in the instrument, all others are *excluded*. That exclusiveness, in fact, is one of the reasons for creating a covenant. A covenant binds named parties to prescribed terms. No others are bound. All others are unbound.

Thus, Decker’s criterion that the church (or anyone else for that matter) can be excluded logically from the New Covenant “only if the text specifies that Israel’s status under the New Covenant is exclusive” has been met. In the text, Israel alone possesses named status as legal, contractual party with God to the New Covenant, and, in the text, the New Covenant is clearly and repeatedly called a “covenant”—a legal instrument that, by nature and design, binds some and excludes others.

<sup>57</sup> The New Covenant is only ever said to be “cut” with Israel/Judah: Jer 31:31; 32:30, 40; Ezek 34:25, 30; 37:21, 22, 26; Hos 1:10-11 with 2:18. Even in the New Testament, the only parties ever named in enactment of the New Covenant are God and Israel/Judah: Heb 8:8 citing Jer 31:31 (see also Heb 10:15-17).

(Gentiles) are mentioned in New Covenant contexts,<sup>58</sup> but the covenant is not “cut” with them.<sup>59</sup> At best, they are non-contracting, incidental, or tertiary parties. When these non-contracting persons partake of responsibilities, advantages, or disadvantages delineated in the New Covenant, they do so only as they find association or interaction with the legal

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<sup>58</sup> Gentile inclusion in the historic kingdom under the Mosaic Covenant was clearly stated and specifically delineated. Gentile inclusion in the restored theocratic kingdom under the New Covenant between Yahweh and Israel is also widely attested in the prophets. For example, when David’s throne is restored, Israel will “possess” the remnant of Gentile nations who own Yahweh as their God (Amos 9:10-11); when temple worship and feast days are restored in Jerusalem and Israel goes to “make entreaty before Yahweh and to seek Yahweh of hosts,” then “peoples,” “mighty nations,” and “men from the nations of every language shall take hold of the robe of a Jew, saying, ‘Let us go with you, for we have heard that God is with you’” (Zech 8:21-23; cf. Mic 4:1-2); when the ruler from Bethlehem Ephrathah stands on his royal dais to shepherd his flock in strength, then the remnant of Israel will rule “among many peoples like dew from Yahweh, like showers on the grass. . . . And the remnant of Jacob will be among the nations, in the midst of many peoples” (Mic 5:7-8); when Israel’s fortunes are restored, they will be a “light to the nations” of the world (Isa 49:1-6) and, as God says to Israel, the kings and the rulers of the Gentiles will “prostrate themselves,” and “with their faces to the earth they will bow down to you, and lick the dust of your feet” (Isa 49:23); the riches of the nations will be brought to Israel (Isa 60), and all of the nations of the earth will look to Israel and Jerusalem and “hear of all the good that I (Yahweh) do for them; they shall fear and tremble because of all the goodness and all of the wellbeing that I provide for them” (Jer 33:9); and when Israel’s land, itself, is restored, “then the nations that are left all around you will know that I am Yahweh; I have rebuilt the destroyed places and replanted that which was deserted. I am Yahweh; I have spoken, and I will do it” (Ezek 36:33-36). Gentiles in that day will be considered, along with Israel, as God’s people (Isa 56), so long as they “join themselves” to Yahweh (v. 3) and “embrace (his) covenant” (vv. 4, 6). Gentiles will not only worship and sacrifice with Israel in the restored sanctuary, but they will also serve there (Isa 66:1-21). Nevertheless, nowhere is the New Covenant said to be legally enacted with these Gentiles and nowhere does the text say that, in some way, these Gentiles legally become or replace Israel as the contracting party. Note that the participation of these Gentiles is clearly specified in New Covenant contexts and this Gentile inclusion must necessarily follow New Covenant ratification. It cannot possibly precede it.

<sup>59</sup> Here, Decker is in agreement: “The church has no direct relationship to that covenant [the New Covenant]. She is not one of the legal parties of the New Covenant” (“Church’s Relationship” Part Two, 438). “The partners of the New Covenant are, in biblical terms, God and Israel. This is quite clear in the Old Testament. Although participation by Gentiles may well be implied in the Old Testament, they do not participate as covenant partners. Even if it could be argued that additional partners might be added, the New Testament never explicitly adds the church as a covenant partner. It seems best to avoid expressing the church’s relationship to the covenant in terms of covenant partnership—the church is not a party with whom the New Covenant is made” (“Church’s Relationship” Part Two, 447-448).

parties of the covenant, Israel/Judah and God. For these non-Israelites, the responsibilities, benefits, or detriments of the covenant are tangential.<sup>60</sup> These auxiliary participants are not direct contractual parties to the covenant. They neither become nor replace Israel. In any case, only those parties who are named in the covenant participate in the covenant. All others are excluded and without legal status.

**Obligations and Benefits.** The New Covenant, like all ANE covenants, involves obligation. The covenant clearly defines the parameters and procedures of the relationship between the enacting parties and delineates, with specificity, their sworn duties. Directly associated with covenant obligations are benefits (blessings) and detriments (curses) as detailed in the instrument. The benefits and detriments are bound uniquely to the named covenant parties, are indivisible in their prescribed application, and are all legally in force at the moment of covenant ratification, though the actual experience of enjoyment or affliction might be contingent on time, circumstance, and compliance (or lack thereof) with the covenant terms.

In his statement of New Covenant provisions, God the suzerain obligates himself to accomplish numerous, specific and cohesive beneficial acts for national Israel. One of the longest single lists of New Covenant benefits is found in Ezek 36:22-39.<sup>61</sup> Included in God's obligations are: regathering (v. 24), cleansing (v. 25), inner renewal (v. 26), Spirit residency and power (v. 27), restored land (v. 28a), restored relationship (v. 28b),

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<sup>60</sup> Decker and Pettegrew make a similar point although their application of this point is flawed. Decker correctly calls the involvement of these Gentiles who are cited in New Covenant prophecies "peripheral" ("Church's Relationship," Part One, 205); they are "onlookers," who are "not pictured as parties" but "participants" (296). He likens them to the Gentiles of the Abrahamic Covenant who are "not partners of that covenant; yet they are blessed through Abraham, the covenant partner (Gen 12:3)" (296). He calls Gentile participation "spillage" (296) while Pettegrew likens it to a "trickle-down" effect ("New Covenant," 255).

Care must be taken, however, to understand that these Gentiles, both in the New Covenant and the Abrahamic Covenant, are more than just happenstance, undesignated participants. This "spillage" is neither ancillary nor unstipulated. The associated participation of these Gentiles is specifically *stated* in the terms of these covenants. These Gentiles are named, third-party beneficiaries and their participation is directly referenced in the legal provisos of the contract. It is one thing to speak of participating in "spillage" or "trickle-down" benefits by being named as explicit, third-party beneficiaries. It is another thing to suggest that this same kind of participatory "spillage" or "trickle-down" can occur with peoples never contractually specified in the instrument. The only people who participate in covenantal instruments, either as primary or as tertiary parties, are the people who are named as such in the instrument. The church is never stipulated anywhere in New or Old Testament records of the New Covenant, as either an actual or potential, primary or tertiary participant in the covenant. No New Covenant text ever stipulates a "spillage" of New Covenant benefits on the church like that which was stipulated for the Gentiles both in the Abrahamic and the New Covenant.

<sup>61</sup> Although the New Covenant is not specifically named as such in these verses, the surrounding context (Ezek 34 and 37) along with the content of the list indicates this connection.

spiritual deliverance (v. 29a), removal of curses (vv. 29-30), induced repentance (v. 31), rebuilt cities (v. 33) and restored abundance (vv. 34-35), international recognition (v. 36), population growth (vv. 37-38a), and absolute knowledge of Yahweh (v. 38b). Besides Ezekiel's list are a multitude of prophetic texts that itemize these and other of God's promises to Israel in conjunction with the cutting of the New Covenant.

All of the benefits promised to Israel in the New Covenant tie directly to the nation's restoration as a theocratic kingdom. The benefits of the restored kingdom as enumerated in New Covenant contexts include spiritual, political, religious, socio-economic, moral, and physical aspects.<sup>62</sup> As with any covenant, all of the benefits are party-specific, legally conjoined, fully enacted at the moment of covenant ratification, and executed in precise accord with the detailed, covenant specifications.

Bible interpreters commonly segregate New Covenant benefits into two exclusive categories: spiritual and physical. It often follows, then, to isolate separate implementations of those benefits by suggesting multiple moments of covenant enactment, allowing participation in some of the benefits (spiritual) by beneficiaries other than those named in the covenant, and deferring the remaining benefits (physical) to a time other than that of initial covenant ratification.<sup>63</sup> No text of Scripture, however, demarcates these exclusive, alternate, or temporal distinctions of New Covenant benefits. In covenant law, the stipulations and benefits of an accord are judicially cohesive and party-specific.

Common, as well, is the assertion that if a person or group experiences the spiritual benefits promised to Israel in the New Covenant, that person or group must be party to or participating in the New Covenant.<sup>64</sup> Such an assertion, however, constitutes

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<sup>62</sup> See Alva J. McClain's excellent development of these unified aspects of the kingdom both in its historic form under Moses, and in its eschatological form as predicted by the prophets (Alva J. McClain, *The Greatness of the Kingdom: An Inductive Study of the Kingdom of God*, [Winona Lake, Indiana: BMH Books, 1974], historic kingdom: 65-90; eschatological kingdom: 217-254).

<sup>63</sup> The systemic bifurcation and temporal distancing of "spiritual" and "physical" benefits is so common that even a committed traditional dispensationalist like Renald Showers makes much of this point: "Some of the New Covenant promises were purely spiritual in nature, but others were material and national in nature.... The church today partakes of the spiritual blessings which God promised as part of the New Covenant.... However, the material and national promises of that covenant are not being fulfilled with the Church.... Those promises will be fulfilled in the future with the nation of Israel" (Renald E. Showers, *There Really is a Difference: A Comparison of Covenant and Dispensational Theology* [Bellmawer, NJ: Friends of Israel, 1990], 108).

<sup>64</sup> According to Showers, for example, this is one "line of evidence for concluding that the Church is related to the New Covenant, (i.e.) that believers who make up the Church partake of the spiritual blessings which God promised as part of the New Covenant in the Old Testament" ("Difference," 104). The spiritual blessings that Showers lists are: regeneration, forgiveness of sin, indwelling of the Holy Spirit, and a new nature (Ibid).

both a logical and theological fallacy.<sup>65</sup> Participation in spiritual blessings like those promised to Israel in the New Covenant is not coequal to participation in the New Covenant. The soteriological benefits that Israel experiences at the ratification of the New Covenant are not exclusive either to Israel or to the New Covenant. Many people, throughout human history, have experienced spiritual blessings like those promised to Israel under the New Covenant. Their spiritual experience, however, neither originates in the New Covenant, nor places them under the New Covenant. Salvation is trans-historical and offered to all who believe. The New Covenant is eschatological and offered to Israel alone.<sup>66</sup>

In isolating the soteriological or spiritual benefits of the New Covenant, many interpreters suggest, incorrectly, that these spiritual benefits make the New Covenant “new.”<sup>67</sup> A more complete examination of the Old Testament, however, demonstrates that none of the designated spiritual blessings of the New Covenant are, in fact, “new.” These same soteriological blessings were experienced in Israel even under the Mosaic Covenant: the complete forgiveness of sins (Ps 32:1-2; 103:12), a clean heart and renewed spirit (Ps 51:10), God’s saving Spirit outpoured (Prov 1:23) and God’s sanctifying Spirit within (Num 27:18),<sup>68</sup> the law written on the heart (*commanded*: Deut

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<sup>65</sup> Logically, the assertion commits the error of the undistributed middle in Aristotelian syllogism and the fallacy of affirming the consequent in hypothetical syllogism. Theologically, the assertion fails because it can be argued legitimately that these same spiritual blessings (regeneration, the forgiveness of sin, the internal Spirit, a new nature) attend *all* people who ever have come into a true, spiritual relationship with God by faith. (Time and space do not allow the advancement of these arguments here). If, in fact, all people of faith in all eras of time experience New Covenant-like “spiritual” blessings, should it be forwarded that they all were participants in the New Covenant? If that is the case, then men like Seth, Noah, Abraham, Moses, and David were participants in the New Covenant, even though they lived *before* or *under* the *Old* Covenant. Most dispensationalists, it seems, would find this anomaly theologically problematic, although many dispensationalists posit the premise that leads to this conclusion. Believers today participate in blessings *like* some of those promised to Israel in the New Covenant, but in so doing they *do not* participate in the New Covenant. Basic logic and a synchronic theology controvert the idea that the experience of these or similar blessings constitute, *de facto*, participation in the New Covenant.

<sup>66</sup> God’s promise that all Israel will be saved at the ratification of the New Covenant does not make the New Covenant God’s eternal covenant of salvation with the church or with all of mankind, the elect, or anyone else. Salvation is judicially grounded in the person and work of Christ, not the New Covenant.

<sup>67</sup> Daniels, for example, says, “This is what really makes the New Covenant new.... (Sin) will be forgiven and permanently removed from God’s memory, never to be faced again.” (“How Does the Church Relate,” 73). The question of how Daniels would explain texts like Ps 32:1-2 and 103:12 is nowhere addressed in his article.

<sup>68</sup> For a discussion of the internal ministry of the Holy Spirit in the Old Testament see Leon J. Wood, *The Holy Spirit in the Old Testament* (Grand Rapids: Zondervan, 1976), 67-70.

5:28-29; Deut 6:6; Deut 10:12; Prov 3:3; 7:3; and *achieved*: Ps 37:31; Isa 51:7), and a genuine relationship with Yahweh God (Ps 31:14).

If Israelites under the “old” covenant could place their faith in God and experience the same spiritual blessings as predicted under the “new” covenant, what is “new” about the New Covenant? These spiritual benefits do not come into *existence* with the enactment of the New Covenant. Rather, these spiritual benefits find *universal application* with the enactment of the New Covenant. These blessings will not be the experience of *some* Israelites, as they were under the Old Covenant. These blessings will be the experience of *all* Israelites under the New Covenant: “No longer must each man teach his neighbor and each man his brother, saying, 'Know Yahweh,' for all of them will know me, from the least of them to the greatest of them” (Jer 31:34). Under the New Covenant, the *universality* of Israel’s salvation is “new,” not salvation itself.<sup>69</sup>

Even as God the suzerain obligates himself to specific benefits and blessings to Israel in the New Covenant, so the vassal people, Israel, are bound to keep their sworn duty under the covenant: the inscribed law of God.<sup>70</sup> This written law, just like the

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<sup>69</sup> Master, in his analysis of the New Covenant, does not overemphasize the *distinction* of soteriological aspects of the New Covenant (“spiritual” as opposed to “physical”). He does, however, overemphasize the *application* of the soteriological benefits of the New Covenant to Israel. He suggests that when the New Covenant becomes “functional” with Israel in the future (having been ratified, in his view, at the cross), Israel’s national salvation will render them obedient to the law of God, the law written on their hearts, to the point of sinless perfection (“New Covenant,” 97, 98, 106-108). Pettegrew also discusses this theory (“New Covenant,” 256-257).

Although time and space forbid an extended refutation of this view here, it should be noted, first, that a temple, altar, and sacrificial system will be established in the restored kingdom, and worship in that kingdom will include offerings for sin as well as rituals of purification from defilement (Ezekiel chapters 43-45; see more detail below). Further, the New Covenant is ratified with and governs the behavior of living Israelites in non-glorified bodies who survive the tribulational and discriminating judgments of the eschaton. No human being, apart from glorification, is sinlessly perfect. Yes, all Israel will be saved in that day, and will obey the law, and will never again forsake the law or the law-giver as did Israel of old. However, part of Israel’s obedience under the New Covenant involves bringing the proper sacrifice to the temple when sin is committed. The people of Israel under the New Covenant are saved and obedient, but they are not perfect. No mortal humans are.

<sup>70</sup> The New Covenant, like the Old Covenant, is law-based. Undoubtedly a distinction exists between the Mosaic (Old) Covenant and the New in regard to the law: “Behold, the days are coming, declares the LORD, when I will make a new covenant with the house of Israel and the house of Judah, *not like the covenant that I made* with their fathers on the day when I took them by the hand to bring them out of the land of Egypt” (Jer 31:31-32, emphasis added). But the difference is not one of *content*. The difference is one of *placement*. Under the Mosaic (Old) Covenant, the law was written on tables of stone (Exod 21:12; 31:18; 34:1-4). Under the New Covenant, the law will be “written on their (Israel’s) hearts.” Jeremiah makes the contrast explicit: “*But this is the covenant that I will make* with the house of Israel after those days, declares the LORD: I

written law of Moses, serves as the governing agency or national constitution of the theocratic kingdom.<sup>71</sup> God's obligation to the contracting party, Israel, is perpetuated as Israel keeps its obligation to God's inscribed law. Under New Covenant, unlike under the Mosaic, Israel will not only be *internally* empowered to keep this law through the implanted Holy Spirit (Ezek 36:27), but also *collectively* empowered to keep this law, since the entire nation will be regenerated when the covenant is ratified (Jer 31:34).

As with the Mosaic Covenant, many resident aliens and/or subject peoples will find themselves inextricably associated with Israel and the nation's covenant-God at the time of New Covenant ratification. These non-native, non-contracting peoples must also own the law of God and comply with it, particularly as they fall under Israel's jurisdiction.<sup>72</sup> Further, these non-nationals who find relationship with Israel and Israel's God will also experience great blessing along with Israel as the law is observed. In turn, they will fall under the disciplines and penalties of non-compliance.<sup>73</sup> In any case, the

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*will put my law within them, and I will write it on their hearts*" (Jer 31:33, emphasis added). This analogy, the Old Covenant law written on stone over against the New Covenant law written on hearts, is the specific analogy that comes to the mind of Paul as he describes his ministry to the Corinthians (2Cor 3:6, note the discussion of this text in the New Testament section to follow).

Several references indicate that this New Covenant "law" will be similar in content to the law of the Old Covenant. There will be a king (Jer 23:5), a temple and temple worship (Isa 2:2-3; 60:13; Ezek 37:26, 28; Ezek 40-48), priests (Jer 33:18), sacrifices (Isa 56:6-7; Zech 14:20-21; Ezek 40:38-43), feast days (Zech 14:16-19), etc. (see John C. Whitcomb, "Christ's Atonement and Animal Sacrifices," *GTJ* 6.2 (1985): 201-217). The terms of the New Covenant do not constitute freedom from law. The terms of the New Covenant *are* law. There seem to be no compelling reasons to see this law as much different in nature or prescription from the Mosaic law which it replaces, although that question is debated in the study of the New Covenant. It will not be debated here.

<sup>71</sup> Decker suggests that the New Covenant is "an administrative implementation of the Abrahamic (replacing the Mosaic Covenant in the progressive outworking of God's kingdom purposes)... The New Covenant [is] the vehicle through which the promised blessings on Gentiles are administered in a post-Mosaic Covenant era" ("Church's Relationship," Part One, 296; parentheses original). Decker never explains how the New Covenant can serve as a "replacement" of the Mosaic Covenant in this regard, for the Mosaic Covenant never administered Abrahamic, soteriological benefits to the Gentiles. What seems clear from the Old Testament is that the Mosaic Covenant, the law written on stone, served to administer the daily affairs of the historic kingdom while the New Covenant, the law written on the heart, will serve to administer the affairs of the eschatological kingdom. The New Covenant, like the Mosaic, is a suzerainty treaty in governance of national and international affairs. The New Covenant does not administer the Abrahamic covenant.

<sup>72</sup> All of the nations of the world will be subject to Israel's jurisdiction: "Your gates shall be open continually; day and night they shall not be shut, that people may bring to you the wealth of the nations, with their kings led in procession. For the nation and kingdom that will not serve you shall perish" (Isa 61:11-12a).

<sup>73</sup> Isa 60:12b – "those nations shall be utterly laid waste."

New Covenant explicitly delineates covenant obligations on the part of both God and Israel, the direct, enacting parties. Those non-Israelites who are identified in the covenant and who associate themselves with Israel will only indirectly partake of the obligations with their benefits and penalties.<sup>74</sup>

In the New Covenant God the suzerain legally obligates himself to Israel and to Israel alone. Israel, the vassal nation, swears to own the covenant and to keep the laws of God and, thus, directly and contractually enjoys the prescribed covenant benefits. At the moment of formal ratification, all of the provisions of the covenant are in force between the enacting parties without segregation or deferral. Contractual obligation is foundational to covenants. Participation is specific and unique. Responsibilities, benefits and detriments are detailed, cohesive, and legally bound. The New Covenant is not exceptional in these matters.

### Covenant Types: The New Covenant

The New Covenant seems certainly to constitute a suzerainty-type covenant.<sup>75</sup> Three major arguments are engaged to forward this assertion. First, the New Covenant

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<sup>74</sup> In Jer 12:14-16 (ESV) God speaks specifically of Israel's former enemies, the surrounding Gentile nations. God says, first, that he will gather them, segregating them from Israel ("Thus says the LORD concerning all my evil neighbors who touch the heritage that I have given my people Israel to inherit: 'Behold, I will pluck them up from their land, and I will pluck up the house of Judah from among them'"). Then God says that he will "have compassion on them (the Gentiles), and ... will bring them again each to his heritage and each to his land" (v. 15). Then, if they as Gentiles "learn the way" of Israel and "swear" by Israel's God, he will bless them in Israel's midst ("And it shall come to pass, if they will diligently learn the ways of my people, to swear by my name, 'As the LORD lives,' even as they taught my people to swear by Baal, then they shall be built up in the midst of my people." If these Gentiles do not follow Israel's law and Israel's God, they will be destroyed ("But if any nation will not listen, then I will utterly pluck it up and destroy it, declares the LORD"). These nations and these peoples do not become Israel. They do not replace Israel. They are blessed or cursed only as they relate themselves to Israel, Israel's law, and Israel's covenant God. They are specifically named in covenant context, as would be expected of any participating third-party, but the New Covenant is not "cut" with them.

<sup>75</sup> This classification is not the majority view. Most commentators, even dispensationalists, classify the New Covenant like a grant-type covenant (comparable to the Abrahamic and Davidic) as "unilateral" (Master, "New Covenant," 98; Johnson, *Covenants*, 122), "promissory" (Compton, "Dispensationalism," 11; Johnson, "Covenants," 122), "irrevocable" (Pettegrew, "New Covenant," 254), or "unconditional" (Kent, "New Covenant," 297; Master, "New Covenant," 98; see also Daniels, "How Does the Church Relate," 71). The incorrect classification of the New Covenant as a grant-type covenant seems to be grounded chiefly in the fact that God does promise, irrevocably and unilaterally, to make a covenant with Israel. But the promise to *make* a covenant does not constitute the *covenant itself*. Although God promises, unilaterally, to *make* the covenant, the *covenant* that he has promised to make is a bilateral, suzerainty covenant. Decker

appears clearly to be a suzerainty-type covenant by virtue of its juxtaposition to the Mosaic Covenant, which was a suzerainty treaty.<sup>76</sup> This juxtaposition between the New and the Mosaic covenants is explicit in Jer 31:31, the only place in the Old Testament text where the appellation “*new covenant*” occurs. The comparison is clearly between the New Covenant and Israel’s Mosaic Covenant, the covenant “that (God) made with their fathers on the day when (he) took them by the hand to bring them out of the land of Egypt” (Jer 31:32).<sup>77</sup> The juxtaposition between the New and the Mosaic Covenants is also obvious in name. If there is a “new” covenant, there must by comparison be an “old,” that is, the covenant “made with (Israel’s) fathers” when they were redeemed from Egypt: the Mosaic Covenant (Jer 31:31).<sup>78</sup>

Second, the New Covenant appears clearly to be a suzerainty covenant in that it, like the Old (Mosaic) Covenant, consists of law. Law is the chief feature of suzerainty treaties. A table of statutes and commandments is wholly lacking in royal grants. The New Covenant, for the vassals, is law: law inscribed on the heart (Jer 31:33). God, the suzerain blesses the vassals greatly, but the New Covenant does not consist chiefly of grants endowed by a beneficent master. The New Covenant is not enacted, like a grant,

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seems to agree that the New Covenant is a suzerainty-type covenant when he labels it “administrative” and likens it to the Mosaic (Decker, “New Covenant, Theology of,” 278). Unfortunately, he sees it broadly as “the vehicle through which the promised (Abrahamic) blessings on Gentiles are administered in a post-Mosaic Covenant era” (Decker, “Church’s Relationship,” 296), rather than specifically as the administrative covenant of the law of the theocracy in the eschatological kingdom (just as the Mosaic Covenant administered the law in the historic kingdom). Penney, interestingly, calls the New Covenant an “administrative” covenant after the fashion of Decker (Penney, “Relationship,” 462), but at the same time labels it “unconditional” (464) as though it were a grant. See the ensuing arguments for classifying the New Covenant as a bilateral, suzerainty-type treaty rather than a unilateral, grant-type.

<sup>76</sup> The Mosaic Covenant was a suzerainty covenant designed by God to unite the ancient ethnic peoples of Israel, newly redeemed from Egypt, and to create of them a national, theocratic kingdom. The covenant served as the divine constitution of this newly-formed nation, with all of the laws and statutes, blessings and curses that were material components of suzerainty treaties. As with suzerainty treaties, it was a bilateral treaty. It was offered in pledge by God (“[Moses] took the Book of the Covenant and read it in the hearing of the people”) and was embraced by Israel in oath (“and they said, ‘All that the LORD has spoken we will do, and we will be obedient’” (Exod 24:4-8).

<sup>77</sup> As noted earlier, the contrast between the New Covenant and the Mosaic (v. 31, “*not like the covenant that I made with your fathers*”) is one of experience, not of type: under the New Covenant there will be national heart-inscription (v. 33), national knowledge of God (v. 34a), and national forgiveness and salvation (v. 34b). These experiences were not true of the nation as a whole when the Mosaic Covenant was “cut.”

<sup>78</sup> This obvious conclusion, that the appellation “*new covenant*” implies an “*old covenant*,” constitutes the essential argument of the author of Hebrews in all that he says about the New Covenant (Hebrew 8-10) See the ensuing New Testament section discussing the New Covenant in the Book of Hebrews.

because of Israel's faithfulness and loyalty. It is enacted because of Israel's failure and treachery.<sup>79</sup> The New Covenant is kingdom law, governing Israel's fidelity in the future.

Third, the New Covenant appears clearly to be a suzerainty covenant in its ratification. As compared in Scripture to the Old (Mosaic) Covenant, the New Covenant is described as a bilateral treaty. Its ratification (ברית) is compared by Ezekiel (20:34-36) to the ratification of the Mosaic Covenant in nature, place, and form.<sup>80</sup> Hosea also compares it to Mosaic ratification in both place and in nature (4:14-23).<sup>81</sup> Much like

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<sup>79</sup> "In the allegory in Ezk. 16, the prophet Ezekiel speaks of the covenant which Yahweh had made with the young Israel (16:8), but which Israel had broken (v. 59). But now Yahweh will make a new covenant (vv. 60,62) *not because of Israel's faithfulness* (v. 61), but because Yahweh himself will remember (*zakhar*) the covenant" (Weinfeld, *TDOT* 2:277-278, emphasis added).

<sup>80</sup> As noted above, the official ratification of the Old (Mosaic) Covenant is recorded in terse but clear terms in Exod 24:4-7 (ESV). Moses "wrote down all of the words of the LORD," "took the Book of the Covenant and read it in the hearing of the people." The people, in response to the offer of the covenant vowed, "all that the LORD has spoken we will do, and we will be obedient." Ezekiel compares this Mosaic ratification ceremony to that of the New Covenant (20:34-36-ESV). Ezekiel first compares their *redemptive nature* (as with the exodus from Egypt) – "I will bring you out from the peoples and gather you out of the countries where you are scattered, with a mighty hand and an outstretched arm, and with wrath poured out" (v. 34). Ezekiel then compares their *enacting place* (the "wilderness") – "And I will bring you into the wilderness of the peoples, and there I will enter into judgment with you face to face (v. 35). As ... in the wilderness of the land of Egypt" (v. 36). Finally, Ezekiel compares their *bilateral form* (divinely offered and nationally accepted law) – "As I entered into judgment with your fathers in the wilderness of the land of Egypt, so I will enter into judgment with you, declares the Lord GOD" (v. 36). For evidence that God indeed "swore" to the terms of the covenant, see vv. 5-26 of Ezekiel 20: "I swore to them" (vv. 5, 6, 15, 23, 28). Ezekiel's description of New Covenant ratification is discussed in more detail below.

<sup>81</sup> In locating the ratification ceremony of the New Covenant, Hosea says: "Therefore, behold, I will allure her, and bring her into the wilderness, and speak tenderly to her... And there she shall answer as in the days of her youth, as at the time when she came out of the land of Egypt" (Hos 2:14-15-ESV). Hosea likens the New Covenant to a covenant of marriage where both groom and bride swear their fidelity; and he foretells the bilateral reversal of the figure of *Lo-ammi* (Hos 2:16-23; cf. 1:9-10). Hosea 2:16-23 (ESV), "And in that day, declares the LORD, you will call me 'My Husband,' and no longer will you call me 'My Baal.' For I will remove the names of the Baals from her mouth, and they shall be remembered by name no more. And I will make for them a covenant on that day ... And I will betroth you to me forever. I will betroth you to me in righteousness and in justice, in steadfast love and in mercy. I will betroth you to me in faithfulness. And you shall know the LORD. ... And I will have mercy on No Mercy, and I will say to Not My People, 'You are my people,' and he shall say, 'You are my God.'" See the extended discussion of New Covenant commencement below.

Hosea, Zechariah describes a bilateral oath of mutual acceptance in the ratification of the New Covenant (Zech 13:9).<sup>82</sup>

The evidence of Scripture in its descriptions of the nature and the enactment of the New Covenant points to the classification of the New Covenant as consistent with that of the Old (Mosaic): they are both bilateral, suzerainty covenants that feature law. Neither one is a unilateral grant that features benefits sworn to a long-standing loyalist.

God's covenant with Abraham was doubtless a grant, consisting of promises sworn by God, and only by God, to his faithful servant Abraham and to the descendents of Abraham through Isaac and Jacob and, through Abraham's seed, to the rest of the world (Gen 15:4-21; 17:1-14).<sup>83</sup> God's covenant with David was also clearly a grant, like the Abrahamic, unilaterally sworn by God in pledge to faithful David and his descendents as they perpetuate their loyalty to Yahweh (2 Sam 7:8-16; Ps 89:20-37). The Mosaic and New Covenants, however, were suzerainty-type treaties, respectively offered by God to national Israel as God established (historically) and restores (eschatologically) his theocratic kingdom.<sup>84</sup> All of the evidence supports New Covenant-classification as that of a bilateral, suzerainty-type accord. It cannot rightly be classified as a grant.

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<sup>82</sup> “And I will bring the third part through the fire, and will refine them as silver is refined, and will try them as gold is tried: *they shall call* on my name, and *I will hear* them: *I will say*, It is my people; and *they shall say*, The LORD is my God” (ESV, emphasis added).

<sup>83</sup> In the Abrahamic covenant, God specifically designated “all the nations of the earth” as non-contracting third-party beneficiaries of particular provisos which he granted in covenant with Abraham (18:18; 22:18; 26:4). The Apostle Paul rightly argues that redeemed Gentiles in the church partake in the fruition of the specific covenant promise to Abraham that he would “father many nations” (Gen 17:5-6; see Rom 4:1-18 and Gal 3:6-9). Paul also states that Gentile believers of the present age partake of this blessing of Abraham specifically through Abraham's “seed,” who is Christ (Gal 3:16), for God explicitly said to Abraham that “in your offspring (seed) all the nations of the earth will be blessed” (Gen 12:3, 18:18, and esp. 22:18 and 26:4). These Gentiles are named in the covenant as non-contracting beneficiaries, and they partake of clearly specified blessings in a manner precisely as promised to Abraham in the legal instrument. They are not added by modification of the promises made to Abraham nor are they included by some subsequent, unstipulated expansion of covenant terms. As Paul himself affirms: “even with a man-made covenant, no one annuls it or adds to it once it has been ratified” (Gal 3:15). The church is never named in the New Covenant, is never contracted to receive any benefits of that covenant, and is never stipulated, legally, to be party to the New Covenant. It is fallacious to compare the church's participation in the New Covenant with the church's participation in the Abrahamic. The church has no stated legal standing in the one, but specifically stated legal standing in the other. Finally, though it might seem to be obvious, it must be affirmed that indirect Gentile participation in specific blessings sworn to Abraham could only come to fruition *after* the covenant was ratified and effective. No one can participate in any covenant provisos, directly or indirectly, *before* a covenant is ratified by the contracting parties.

<sup>84</sup> In the grand scheme of the Jewish or kingdom covenants in Scripture (Abrahamic, Mosaic, Davidic, and New), the designation of the New Covenant as a

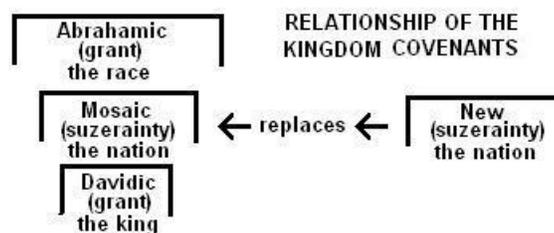
### Covenant Duration: The New Covenant

The New Covenant, like any ANE contract, is time-bound. Its purpose and design are inseparable from the flow of history: God’s kingdom program. As with any ANE accord, the New Covenant has a *terminus a quo*, a moment of ratification when the instrument is placed in force. Also in parity with many ANE pacts, the New Covenant has no *terminus ad quem*. Its stipulations and benefits are perpetual and unending. New Covenant commencement and termination are explicitly defined concerns in the text of Scripture. Specific language attends these legal temporalities.

**Commencement.** Like all ANE Covenants, the New Covenant legally commences with the swearing of the oath.<sup>85</sup> As a bilateral treaty, both of the named

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bilateral suzerainty treaty is perfectly consistent with the overall design of God. The *Abrahamic Covenant*, a unilateral treaty, segregated Israel as an *ethnic group*: it bound the race – the descendents of Abraham through Isaac and Jacob. The *Mosaic Covenant*, a bilateral treaty, took this ethnic group and formed them into a *theocratic kingdom*: it bound the nation – serving as the administrative “constitution” of the divine kingdom in history. The *Davidic Covenant*, a unilateral treaty, segregated David and his seed as the perpetual *royal line*: it bound a king – the divinely appointed ruler of the theocratic kingdom. The *New Covenant*, as the “new” bilateral suzerainty treaty between God and his people Israel, simply *replaces the Old Covenant*; it will bind the nation – serving as the administrative “constitution” of the restored kingdom in the eschaton. The New Covenant does not dissolve into and/or assimilate all of the other biblical covenants. After the New Covenant is ratified, both the Abrahamic and Davidic Covenants will also come to final realization and experiential fulfillment of all of their covenant terms. Still, all of the covenants stand on their own and accomplish their distinct functions in God’s kingdom program. [See the chart below].



<sup>85</sup> Johnson agrees that ANE covenants were “confirm(ed)” by oath (“Covenants,” 121). However, in his attempt to support a dual enactment of the New Covenant with both the Church and Israel, he is forced to distinguish between intricate stages of covenant enactment and/or fulfillment. First, in his view, a covenant is “*instituted* even though the covenant as a whole has not been inaugurated in fulfillment.” Second, “a covenant may be *fulfilled* in some sense after it has been instituted.” Third, there is an “*inaugural* or partial fulfillment of the covenant” which “includes the keeping of all the provisions of the covenant; yet, it is inaugural or partial because of (its) limited scope” (Johnson, “Covenants,” 136, 137; emphasis added). In this proposed sequence, (*institution, fulfillment, and inauguration*), Johnson says that the New Covenant was

parties to the covenant (Yahweh God and Israel/Judah) mutually agree to the contract. In official covenant ceremony, the suzerain offers in pledge the terms of the covenant with its obligations, blessings, and penalties. The vassal, in turn, responds to the suzerain's pledge by swearing to those terms. Though covenants could be renewed, either occasionally or regularly, the initial, formal ratification of a covenant placed all of its terms, benefits, and penalties in force for the sworn parties of the covenant.<sup>86</sup>

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“instituted only after the death of Christ” and “will be inaugurated in fulfillment when Israel as a nation will accomplish her national destiny” (Johnson, “Covenants,” 145).

Johnson's proposed trilogy of covenant enactments, which seem to belie his affirmation that covenants were confirmed by oath, are difficult to distinguish and are doubtful as to ANE precedent and clear textual evidence. Decker also affirms that “Covenants (both biblical and ancient Near Eastern) were enacted on the basis of a formal oath, often accompanied by a blood ceremony” (Decker, “New Covenant, Theology of,” 279; parentheses original). Incongruously, however, he proceeds to posit, with consistency and frequency, that the New Covenant was ratified by the ancillary blood ceremony (Christ's death), not by the oath of the contracting parties (e.g. Decker, “New Covenant, Theology of,” 280, and “Church's Relationship,” 449).

<sup>86</sup> Decker attempts to make a case for multiple ratifications, particularly of the Abrahamic Covenant and thus, by extension, to all other covenants including the New. In Decker's view, these multiple ratifications allow for the addition of new and varied provisions in a covenant, making it possible, then, for God to add the church (for example) to the New Covenant before the Covenant is finally ratified (Decker, “Church's Relationship,” Part One, 303-304). Decker says, “The Abrahamic provisions build through [Genesis] chapters 12, 13, and 15 before an initial ratification in chapter 15. Additional provisions are added in chapter 17 before the final ratification in chapter 22” (305).

At least three problems confront Decker's view. First is his supposition that Genesis chapter 22 records some kind of a “final” ratification of the Abrahamic Covenant which equals the “initial” ratification in chapter 15. No explicit wording in Genesis 22 speaks of “cutting” a covenant (compare 15:18). At best, Genesis 22 is a reaffirmation or subsequent renewal of God's initial oath to Abraham when the covenant was actually “cut” (see 22:15). Grants, like any covenant, can be reaffirmed multiple times for multiple reasons. The reaffirmation or renewal of a covenant already in force, however, must not be equated with the initial ratification of a covenant when all of the terms first took on legal force. Further, the record of Genesis 22 demonstrates that, should additional benefits be added to a grant-type covenant, they must be stated specifically by the grantor when he swears, again, to the covenant terms. Inference or supposition is unwarranted. Also in Genesis 22, the grantor grants the specified benefits to the stated party of the covenant, not to someone else. The Scriptures nowhere record a New Covenant ratification or renewal ceremony where God declares to the members of the church, in solemn oath, that he is expanding the term and benefits of Israel's New Covenant in order to include them. No contract in Scripture lists the benefits that God is adding to the New Covenant in application to the church. Such a ceremony or contract, with an expansion of parties and benefits, can only be theorized. To compare the record of a covenant renewal

The point of commencement for the New Covenant, the bilateral oath-taking, is not ambiguous in Scripture.<sup>87</sup> Jeremiah 32:37-40 places the “cutting” of the covenant with Israel (v 40) after the time when God “gather(s) them from all of the countries where (he had) dispersed them in (his) anger and wrath and deep indignation,” and “bring(s) them back to this place” (the land of promise) where they will forever “dwell in safety” (v 37).

Ezekiel is most explicit in dating and describing, in great detail, the ratification of the New Covenant. In chapter 20, Ezekiel foretells, first, a supernatural, comprehensive, and powerful regathering of all scattered Jewish people worldwide (vv. 33-34).<sup>88</sup> Before these regathered Jewish people are placed in the land of promise, however, God brings

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in Genesis 22 with a supposed expansion of New Covenant benefits and beneficiaries for inclusion of the church is unwarranted.

Second, Decker contends that the supposed final ratification of the Abrahamic covenant in Genesis 22 included a blood sacrifice as part of the covenant ceremony—the offering of Isaac (ibid. 303-304). It seems spurious, however, to connect the sacrifice of Isaac in chapter 22 with a ceremonial covenant offering like that of chapter 15. The splitting of the carcasses in chapter 15 is explicitly tied to a covenant ceremony (see vv 8-10). The sacrifice of Isaac in chapter 22, however, is explicitly tied to a test of loyalty (see vv 1-2, 16-17), not to a covenant ceremony. In full complicity with a grant-type treaty, God said in Genesis 22 that he was testing the continued faithfulness of his long-standing, loyal servant with whom he had first enacted the covenant. In completion of the test, Abraham successfully demonstrated his continued and singular reverence for his Lord (12:12). It should not surprise the reader of the narrative, then, to hear God unilaterally swear, in renewal of the covenant, to continue dissemination of blessings—even multiplied blessings—on faithful Abraham (Gen 22:15-16). The sacrifice of Isaac, however, was a test of faith and loyalty, not a covenant ceremony.

Third, the possibility does exist in grant-type covenant for the grantor to renew and, in theory, even to expand unilaterally the promised blessings to his loyal servant. To suggest the expansion of benefits in a unilateral grant, like the Abrahamic, is far different, however, from suggesting that one party in a bilateral, suzerainty-type covenant, like the New Covenant, can alter or expand covenant terms and beneficiaries apart from clear specification and common agreement by both of the contracting parties. Decker seems to be overstating the equivalence of multiple ratification ceremonies (initial and final), misclassifying a loyalty test as a covenant ceremony, and confusing disproportionate covenant forms and procedures.

<sup>87</sup> Bible interpreters continue to espouse numerous theories with regard to the time of the New Covenant’s ratification. It seems, however, that these theories overlook, dismiss, or obscure the clarity of the Scriptures on this point. Theorization and inference are unnecessary. The Scriptures are not ambiguous with regard to either the legal benefits/beneficiaries of the New Covenant or its time and place of ratification (see the following discussion).

<sup>88</sup> Ezek 20:33 “As I live, declares the Lord GOD, surely with a mighty hand and an outstretched arm and with wrath poured out I will be king over you. I will bring you out from the peoples and gather you out of the countries where you are scattered, with a mighty hand and an outstretched arm, and with wrath poured out” (ESV).

them to “the wilderness of the peoples,” just as he did when he gathered them from Egypt; there he will “make (his) legal plea”<sup>89</sup> just as he did with their fathers (vv. 35-36).<sup>90</sup> His “legal plea,” as with Israel of old, will include (if not wholly constitute) his offering of a new, contractual relationship with them. Still in the wilderness, he causes the people to “pass under the rod,” culling out the wicked and “bring(ing)...into the bond of the covenant” (הַבְּרִית) (הַבְּרִית אֶתְכֶם בְּמִסְרָת הַבְּרִית) those faithful Jews who pass the discriminating judgment (vv. 37-38).<sup>91</sup> Although all Jews have been supernaturally brought out of the diaspora, those Jews found to be wanting as “rebels” and “transgressors” will be cast out; they will not be allowed to enter the precincts of the restored kingdom (v. 38, “they shall not enter the land of Israel”) and, thus, they are not brought under the covenant.<sup>92</sup> Those who pass judgment “will know” Yahweh their God (v. 38b). These will enter into covenant with him and will inherit the land of promise and inhabit the restored theocratic kingdom (vv. 40-44).<sup>93</sup>

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<sup>89</sup> See the *niphal* form of שָׁפַט.

<sup>90</sup> Ezek 20:35-36 “And I will bring you into the wilderness of the peoples, and there I will enter into judgment with you face to face. As I entered into judgment with your fathers in the wilderness of the land of Egypt, so I will enter into judgment with you, declares the Lord GOD” (ESV).

<sup>91</sup> Ezek 20:37-38 “I will make you pass under the rod, and I will bring you into the bond of the covenant. I will purge out the rebels from among you, and those who transgress against me. I will bring them out of the land where they sojourn, but they shall not enter the land of Israel. Then you will know that I am the LORD” (ESV). The analogy of “passing under the rod” is that of a shepherd filtering from the herd those who are not of his flock.

<sup>92</sup> A similar discriminating judgment of Gentiles occurs at this same time, immediately preceding official entrance into the restored kingdom (Matt 25:31-46, ESV). The unrighteous who are culled out in that discriminating judgment, based on their treatment of the Jews, are sent away “into eternal punishment, but the righteous into eternal life” (v. 46). To these righteous, the ones entering into eternal life, the king will say, “Come, you who are blessed by my Father, inherit the kingdom prepared for you from the foundation of the world” (v. 34). So begins the restored theocratic kingdom of the final age, the climax of earth history, as we know it, in the eternal plan of God. Redeemed Gentiles in natural bodies who survive the seven year period of tribulation and who pass the discriminating judgment will be among the inhabitants of that kingdom. The kingdom covenant, however, is cut with national Israel, made up of the redeemed Jews in natural bodies who also survived the tribulation and their own discriminating judgment. These surviving Jews, national Israel, will rule over the surviving Gentiles, the “nations” of the world. Just as unbelieving Gentiles are cast from the earth following their discriminating judgment, so the unrighteous Jews mentioned in Ezekiel’s discriminating judgment (Ezek 20 and 34) probably are cast from the earth. In that way, everyone entering the restored kingdom of the eschaton is a believer, Jew and Gentile.

<sup>93</sup> Ezek 20:40-44 “For on my holy mountain, the mountain height of Israel, declares the Lord GOD, there all the house of Israel, all of them, shall serve me in the land. There I will accept them, and there I will require your contributions and the choicest of your gifts, with all your sacred offerings. As a pleasing aroma I will accept you, when

The same scene and sequence is reiterated almost exactly by Ezekiel in chapters 34 (vv. 11-31) and 37 (vv. 21-28).<sup>94</sup> The supernatural and comprehensive regathering is described (34:11-16; 37:21-23), and the discriminating judgment ensues (34:17-22; lacking in chapter 37). In these chapters, the ultimate Davidic king is also predicted to be enthroned (34:22-24; 37:24-25), and Yahweh God will “cut” (כָּרַץ) the covenant with those Jews who, as believers, pass the discriminating judgment (34:25; 37:26).<sup>95</sup>

Hosea, in similar descriptions of time and location, specifies the moment and the scene of the legal ratification of the New Covenant (Hos 2). God “brings (Israel) into the wilderness” where, as his unfaithful wife, he “woos” her to himself again (vv. 14-15).<sup>96</sup> “In that day,” Hosea forecasts, Israel will swear the oath of the wife in taking her husband and forsaking all others (vv. 16-17).<sup>97</sup> “In that day” God will “cut (כָּרַץ) a covenant with them” (v. 18). In this ceremony, at the moment of the oath, Israel will be “forever” betrothed to God (vv. 19-20).<sup>98</sup> “In that day” (v. 21), in bilateral affirmation of the covenant, Yahweh will “say to Lo-ammi, ‘you are Ammi [my people],’ and (Israel) will say ‘you are Elohay’ [my God]” (v. 23).

Finally, in terse but strikingly similar verbiage, God through Zechariah foretells a “day” (Zech 13:1, 2, 4) when a remnant of Israel will be “refine(d) as silver is refined, and test(ed)...as gold is tested” (v. 9a). Following this purging of the dross, the bilateral

I bring you out from the peoples and gather you out of the countries where you have been scattered. And I will manifest my holiness among you in the sight of the nations. And you shall know that I am the LORD, when I bring you into the land of Israel, the country that I swore to give to your fathers. And there you shall remember your ways and all your deeds with which you have defiled yourselves, and you shall loathe yourselves for all the evils that you have committed. And you shall know that I am the LORD, when I deal with you for my name’s sake, not according to your evil ways, nor according to your corrupt deeds, O house of Israel, declares the Lord GOD” (ESV).

<sup>94</sup> Compare also the New Covenant prediction of Ezek 36:22-38 and 11:1-21 with 16:60-63.

<sup>95</sup> The language is explicit and unequivocal in these two verses. The covenant is “cut” (כָּרַץ) with these people (regathered Israel and Judah) at this time: the day of their regathering, filtering, and restoration to the land (see 36:33). Doubtless, the use of the term “day” could be debated as to its duration, but strong argument could be made that the “day” is short, if not singular. In any case, it seems clearly to be a “day” in the eschaton yet future to the current era, for no such events have ever yet happened in the annals of history.

<sup>96</sup> Hos 2:14-15 “Therefore, behold, I will allure her, and bring her into the wilderness, and speak tenderly to her. And there I will give her her vineyards and make the Valley of Achor a door of hope. And there she shall answer as in the days of her youth, as at the time when she came out of the land of Egypt” (ESV).

<sup>97</sup> Hos 2:16-17 “And in that day, declares the LORD, you will call me ‘My Husband,’ and no longer will you call me ‘My Baal.’ For I will remove the names of the Baals from her mouth, and they shall be remembered by name no more” (ESV).

<sup>98</sup> Hos 2:19-20 “And I will betroth you to me forever. I will betroth you to me in righteousness and in justice, in steadfast love and in mercy. I will betroth you to me in faithfulness. And you shall know the LORD” (ESV).

oath will be sworn between God and his faithful remnant. God says through the prophet, “he (Israel) – he will call on my name, and I (Yahweh) – I will answer him; I will say ‘he is Ammi [my people],’ and he will say ‘Yahweh Elohay [is my God]’” (v. 9b).

The New Covenant, in multiple scriptural texts and in precise agreement with ANE bilateral covenant format, is said to be “cut” at a specific time with a specific people in a specific setting by means of oath. The text is not ambiguous. To posit some other time, place, party, setting, and/or format is certainly possible, but no text of Scripture explicitly supports any such modifications.

**Termination.** Like most ANE covenants, the New Covenant is described as a perpetual or “everlasting covenant” (בְּרִית עוֹלָם: Jer 32:40; 50:5;<sup>99</sup> Isa 55:3;<sup>100</sup> Ezek 16:59-63<sup>101</sup> and Ezek 16:60; 37:26).<sup>102</sup> The eternity of the New Covenant is consistent with the eternity of other biblical covenants: the Abrahamic (Gen 17:7; 1 Chr 16:17=Ps 105:10) and the Davidic (2 Sam 7:16, 25, 29; 23:5).<sup>103</sup> The Mosaic Covenant is never designated in Scripture to be “eternal.”<sup>104</sup> Apparently, just as God designed the historic

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<sup>99</sup> In Jeremiah 50:5 the New Covenant is also described as bilateral. The people of Israel and Judah (v. 4) are called to “join (them)selves to the LORD in an everlasting covenant that shall not be forgotten” (v. 5-ESV).

<sup>100</sup> Here the New Covenant is linked experientially to the Davidic Covenant—the “sure mercies of David”—for the ultimate King of the Davidic Covenant will rule over national Israel in mediation of the New Covenant. The King himself is described in metaphor as a “covenant of the people” (see Isaiah 42:6; 49:8).

<sup>101</sup> Ezek 16:59-63 “For thus says the Lord GOD: I will deal with you as you have done, you who have despised the oath in breaking the covenant, yet I will remember my covenant with you in the days of your youth, and I will establish for you an everlasting covenant.... I will establish my covenant with you, and you shall know that I am the LORD, that you may remember and be confounded, and never open your mouth again because of your shame, when I atone for you for all that you have done, declares the Lord GOD” (ESV).

<sup>102</sup> In Ezek 37:26 the eternity of the covenant specifies inclusively Israel’s “placement, multiplication, and divine sanctuary.”

<sup>103</sup> In the midst of this promise to David, mention is also made of the eternity of God’s selection of the people of Israel as “(his) people forever” (2 Sam 7:24). The Noahic Covenant is also deemed “eternal” (Gen 9:12).

<sup>104</sup> The Sabbath was sanctified by God at creation (Gen 2:2, 3), long before the Mosaic law, but was eventually codified specifically in the Mosaic statutes as the “token” of the covenant (“sign”—טֹטָה—Exod 31:17; cf. Ezek 20:12, 20). Notably this “token,” the Sabbath, is said itself to be an “eternal covenant” (Exod 31:16-ESV, “You shall keep the Sabbath, because it is holy for you. Everyone who profanes it shall be put to death. Whoever does any work on it, that soul shall be cut off from among his people. Six days shall work be done, but the seventh day is a Sabbath of solemn rest, holy to the LORD. Whoever does any work on the Sabbath day shall be put to death. Therefore the people of Israel shall keep the Sabbath, observing the Sabbath throughout their generations, as a covenant forever. It is a sign forever between me and the people of Israel that in six days the LORD made heaven and earth, and on the seventh day he rested and was refreshed”). See also Lev 24:8.

theocratic kingdom to come to an end, so he designed the Mosaic Covenant, the constitution of the historic theocracy, to end as well. God intended the Mosaic code to become obsolete: the “old” Covenant” would eventually and ultimately find replacement with the “new.”<sup>105</sup> The New Covenant would be offered by God and ratified with Israel and Judah at the inception of the restored theocratic kingdom of the eschaton and, unlike the old, would be unending.

### Covenant Complements: The New Covenant

Since various attendant features or symbolic acts might ceremonially accompany and complement the ratification of ANE covenants, it should be no surprise to find some such features in accompaniment of the New Covenant. As with other ANE contracts, these ancillary features are highly emblematic and deeply significant, yet none of them, in and of themselves, officially actuate the covenant. The New Covenant, like all ANE covenants, is ratified by oath.

**Sacrifices.** A blood sacrifice is unquestionably associated with the New Covenant in the text of Scripture. Many New Covenant contexts refer to features like the forgiveness of sin, the removal of legal guilt, and so forth. These features concern spiritual needs that, under the Mosaic Covenant, necessitated the bloody sacrifice of an innocent victim.<sup>106</sup> Ezekiel speaks with more specific sacrificial language regarding this future covenant: it will include “atonement” for Israel’s sin (בְּכַפְרֵי־לָךְ, Ezek 16:62-63)<sup>107</sup>

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<sup>105</sup> The Old Covenant did not become obsolete because Israel failed to keep it as many have suggested. Israel’s failure to keep the covenant resulted in the implementation of its curses. The covenant, in that case, continued in force and function precisely as designed. According to Scripture, that which truly made the Old Covenant obsolete was the life and death of Christ. Jesus Christ “fulfilled” that covenant (Matt 5:16, 17). He “fulfilled the law” of Moses by substantiating (fulfilling) in his person and work all of its redemptive symbols (e.g., the lamb slain, the purification provided, the veil torn, etc.) and by perfectly living-out (fulfilling) all of its minute requirements. Paul engages the fact that Christ “fulfilled” the Mosaic law to assert that people today are not under that law, for to be “in Christ” (who fulfilled the law) and to have Christ “in you” is to have the “righteousness of the law...fulfilled in you” (Rom 8:1-10; esp. v. 4). Judicially, the Mosaic Covenant became obsolete in Christ by virtue of his life, death, resurrection, and ascension. Practically, the Mosaic Covenant was made obsolete by the destruction of the Temple in A.D. 70. The author of Hebrews raises this argument in chapter eight of his book (see the ensuing section on the New Covenant in the Book of Hebrews).

<sup>106</sup> Much could be said about the efficacy of Mosaic sacrifices and the reference in Heb 10:4, but that discussion is only tangential to the point made here. See Whitcomb, “Christ’s Atonement.”

<sup>107</sup> Ezek 16:62-63-ESV, “I will establish my covenant with you, and you shall know that I am the LORD, that you may remember and be confounded, and never open your mouth again because of your shame, when I atone for you for all that you have done, declares the Lord GOD.”

Only one New Covenant text in the Old Testament specifically mentions blood in relationship to New Covenant blessings: Zech 9:11 – “As for you, by the blood of your covenant, I will set free your prisoners from the pit without water.” The words “blood of your covenant” seem familiar because of virtually identical terminology used in the ceremony that accompanied the “cutting” of the Mosaic Covenant (Exod 24:4-8).<sup>108</sup> Although Zechariah 9:11 seems most clearly to be centered in a context of physical and military deliverance or salvation,<sup>109</sup> that deliverance is associated with the coming of the king, especially his coming in righteousness and in humility, “having salvation.”<sup>110</sup> Of course, these words of Zechariah are quoted in the gospels as finding fulfillment in Jesus Christ as he entered Jerusalem shortly before his crucifixion (Matt 21:5). Zechariah chapter nine concludes with the forecast that “on that day Yahweh their God will deliver them, as the flock of his people. . . . Grain will cause the young men to flourish, and new wine the young women” (9:10-11). Again, this “deliverance” or “salvation” seems most explicitly connected to physical well-being in these verses. Nevertheless, spiritual salvation through the “blood of the covenant” could also find inclusion. Israel’s New Covenant clearly includes spiritual and physical deliverance as irrevocable and indivisible benefits of the contract, all of which are made possible and guaranteed by the “blood of the covenant.”

More explicit in connecting the New Covenant with a bloody sacrifice are some New Testament texts, most explicitly those that record and reflect on the words of Jesus in the upper room with his disciples on the eve of his crucifixion.<sup>111</sup> A sacrifice is clearly associated with the New Covenant. The sacrifice of Christ on the cross of Calvary was that sacrifice. It must be remembered, however, that a sacrifice in ANE covenant ceremony – no matter how significant that sacrifice – never enacted the covenant or rendered it in force. The New Covenant, like any ANE covenant, is ratified and, thus, in force only when the legal covenant parties take the oath and swear to its terms, and the

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<sup>108</sup> Exod 24:8-ESV, “And Moses took the blood and threw it on the people and said, ‘Behold the blood of the covenant that the LORD has made with you in accordance with all these words’” (emphasis added).

<sup>109</sup> See verses 10-15-ESV: “I will cut off the chariot from Ephraim and the war horse from Jerusalem; and the battle bow shall be cut off, and he shall speak peace to the nations; his rule shall be from sea to sea, and from the River to the ends of the earth. Return to your stronghold, O prisoners of hope; today I declare that I will restore to you double. For I have bent Judah as my bow; I have made Ephraim its arrow. I will stir up your sons, O Zion, against your sons, O Greece, and wield you like a warrior’s sword. Then the LORD will appear over them, and his arrow will go forth like lightning; the Lord GOD will sound the trumpet and will march forth in the whirlwinds of the south. The LORD of hosts will protect them, and they shall devour, and tread down the sling stones, and they shall drink and roar as if drunk with wine, and be full like a bowl, drenched like the corners of the altar.”

<sup>110</sup> See verse 9-ESV: “Rejoice greatly, O daughter of Zion! Shout aloud, O daughter of Jerusalem! behold, your king is coming to you; righteous and having salvation is he, humble and mounted on a donkey, on a colt, the foal of a donkey.”

<sup>111</sup> See the ensuing treatment of these and all of the other New Testament texts that mention the New Covenant.

Scriptures explicitly define the parties, time, location, and verbiage of the New Covenant's ratification in the eschaton. It must also be remembered that the blood of Christ, which finds association with Israel's New Covenant, was shed "for many" (Matt 26:28; Mark 14:24), not just for Israel. Partaking of the redemptive benefits of that blood does not of necessity mean participating in that covenant.<sup>112</sup>

A sacrifice is associated with the New Covenant. Like any sacrifice in ANE covenant ceremony, that sacrifice establishes the fitness of the designated covenant parties to enact a treaty. It signifies absolute commitment to the terms of the covenant, and it serves as a solemn guarantee toward the fulfillment of those terms. The sacrifice, however, does not enact the covenant.

**Libations/Ablutions/Aspersions.** Reference is made in some New Covenant contexts to sprinkling and washing. In Ezekiel 36:25 God says, "I will sprinkle (קִרְוֹ) clean water on you, and you will be cleansed from all of your defilements, even from all of your idols I will cleanse (קִרְוֹ) you." Such aspersions and ablutions, when directed toward those who participate in New Covenant ratification, will probably signify if not accomplish ritual purification and cleansing. These rites will make Israel ritually fit for covenant enactment and relationship.<sup>113</sup>

In any case, the aspersion or manipulation of the blood itself did not constitute formal ratification of the covenant, nor did it translate the people it touched into covenant contract or make them covenant parties. It did serve to assure that the legal, covenant enactors were sanctified in their persons and united in their commitment to the words of the covenant.

**Actions.** No physical, covenant-ritual acts seem to be attested in connection with the New Covenant.

**Meals.** Some have suggested that the upper-room meal and, hence, the ordinance of the church commonly called the Lord's Supper, was and is a New Covenant meal. This view seems untenable on the ground that ANE covenant meals were shared solely by the enacting parties of the covenant, and the named parties of the New Covenant in Scripture are always and only God and Israel/Judah, never the church. Also, covenant meals

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<sup>112</sup> See the discussion of the upper room discourse in the New Testament section below.

<sup>113</sup> Other New Covenant texts refer to ritual purification (קִרְוֹ - Ezek 36:33; 37:23; Jer 33:8; Zech 13:1). Perhaps some purification rites might attend the ratification ceremony of the New Covenant similar to those that attended the associated ceremonies of the Old Covenant (Exod 9:9-17). The references to New Covenant libations, however, all seem to be metaphorical, because that which is "poured out" in Old Testament texts is God's Spirit (Isa 44:3; Ezek 39:29; Joel 2:28-29; Zech 12:10). In the New Testament, the "blood of the New Covenant" is pictured both as a libation (εὐκῦνο=menon, "poured out," Matt 26:28; Mark 14:24; see "Sacrifice" above) and as an aspersion (ῥαντισμός, "sprinkling," Hebrews 12:24; IPet 1:2. See a full discussion of New Testament texts below). As it was with Moses, then, the blood of the New Covenant, is said to be manipulated using various symbolic, ritual terms. Christ's sacrifice, like the sacrifices of ANE covenants, will effect Israel's purging and cleansing and will guarantee that the covenant terms find ultimate fulfillment. Nonetheless, the ritual of the blood, as with ANE forms, does not itself ratify the covenant.

normally follow covenant ratification, they do not precede it. In any case, participation in the meal does not cause one to become a covenant party. Rather, the meal is intended to be shared by those who are stipulated covenant parties as defined by the covenant.

Jesus did say that he would partake of an upper-room-type meal again with the disciples “(in) that day when I drink it new with you in my Father’s kingdom” (Matt 26:29 cf. Mark 14:25). There was a forward, eschatological look in the supper of the upper room. Once the New Covenant is ratified with Israel in the eschaton, a paschal-type meal could take on New Covenant significance when the cup is shared anew with the King and his entourage in the newly reestablished kingdom according to the words of Jesus.

**Tokens.** There seems to be no clearly stated “sign” or “token” of the New Covenant.<sup>114</sup>

**Guarantees.** Prophetic statements regarding the New Covenant are not lacking in terminology with reference to guarantees. Perhaps one of the most vivid and clear statement of guarantee is found in Jeremiah 31:35-40, “Thus says the LORD, who gives the sun for light by day and the fixed order of the moon and the stars for light by night, who stirs up the sea so that its waves roar - the LORD of hosts is his name: ‘If this fixed order departs from before me, declares the LORD, then shall the offspring of Israel cease from being a nation before me forever.’ Thus says the LORD: ‘If the heavens above can be measured, and the foundations of the earth below can be explored, then I will cast off all the offspring of Israel for all that they have done, declares the LORD’” (ESV).

Although the verbiage specifically pertains to the “ceasing” and the “casting off” of Israel, the context is clearly the New Covenant (vv. 31-34). Since the New Covenant is particularly concerned with the restoration of Israel to righteousness and to favored-nation status along with the restoration of the theocratic kingdom of God, it should not be surprising that the guarantee of the covenant explicitly refers to Israel’s never-ending national standing under the New Covenant.

The eventual eschatological ratification of the New Covenant by Yahweh God with Israel/Judah, exactly as predicted by the prophets, is as sure as the fixed order of the universe, according to the Scriptures. That Israel has never been, or ever will be, wholly cast off for all of their egregious sinning against their covenant God is as certain as the immeasurability of the heavens and the earth, according to the Scriptures. The surety that God will keep his promises to his covenant people Israel exactly as he affirms them (נִאֲמַר יְהוָה - “declares the LORD” v. 37)<sup>115</sup> is as certain as his person and character,

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<sup>114</sup> Though some, or even many, might argue that the Lord’s Supper or some facet thereof is the “token” of the New Covenant, no upper-room text, or any other text for that matter, states such a thing. Much more likely is the idea that the Sabbath will be the token of the New Covenant. The Old (Mosaic) Covenant was designed by God to become obsolete (Heb 8:13), but the Sabbath was repeatedly called “eternal” (Exod 31:16; Lev 16:31; 24:8). The likelihood, then, is that the Sabbath will become the token of the New Covenant just as it was the token of the Old.

<sup>115</sup> The “declaration of Yahweh” is not a covenant form but a rhetorical formula. “It stands at the end of the utterance to emphasize its divine origin and guarantee” (Eising, TDOT 9:110). “Not uncommonly the Yahweh utterance formula appears in conjunction with the phrase ‘the days will come’ or ‘on that day’ [here Jer 31:31, 38].

according to the Scriptures. Absolutely no equivocation exists with God on these matters. To doubt God's sworn testimony in this or any relationship is to impugn his integrity and to deny his person.<sup>116</sup> To deny his person is to deny everything.

### Conclusion

The New Covenant of the Old Testament is a legal instrument after the form of ANE covenant law. Its contracting parties and non-contracting participants are specified in the instrument. The New Covenant is a bilateral, suzerainty treaty in formal and exclusive agreement between God the suzerain and Israel the vassal nation. Under the auspices of its mediator, the ultimate Davidic King, the inscribed law of the New Covenant will serve to administer the restored theocratic Kingdom of God on earth in the eschaton just as the inscribed law of the Mosaic Covenant, under its mediator Moses, administered the historic Kingdom of God on earth in antiquity. Its chief feature, as a bilateral suzerainty covenant, is law. As did the Mosaic Covenant, the New Covenant contains indivisible, clearly specified statutes, obligations, and benefits—physical and spiritual, social and political, religious and moral. Like the Mosaic, the New Covenant will become effective by means of formal ratification at a specific time and place through the oath of the principle parties. Also, like the Mosaic, a sacrifice accompanies the covenant. Unlike the Mosaic, the New Covenant will be law written on the heart, not on stone. It will be an internal code, ratified with an entirely regenerate Jewish nation, rather than an external code imposed upon a mostly unregenerate populace. The Old Testament is clear, repetitious, and extensive in its description of every aspect of this covenant between God and Israel. These divinely revealed details must not be overlooked in examining and explicating the New Covenant contexts of the New Testament Scriptures.

### THE NEW COVENANT IN NEW TESTAMENT TEXTS

It is one thing to assert from ANE covenant forms and the Old Testament text that the New Covenant is a legal instrument promised by God to be established exclusively with Israel and ratified only at a specific time and place in the eschaton yet future to

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The declaration indicates that Yahweh knows the future, that he governs the course of world history and controls future destiny. Such statements are frequent in Jeremiah” (9:112).

<sup>116</sup> Note the similar language of God in his promise to David where his covenant is not only as sure as the heavens (“sun” and “moon”), but as sure as his own character (“faithfulness”) and speech (“the word that went from my lips”). Only if God fails in holiness will he lie: “I will not remove from him (David) my steadfast love or be false to my faithfulness. I will not violate my covenant or alter the word that went forth from my lips. Once for all I have sworn by my holiness; *I will not lie* to David. His offspring shall endure forever, his throne as long as the sun before me. Like the moon it shall be established forever, a faithful witness in the skies” (Ps 89:33-37-ESV, emphasis added). God’s oath is “sure” (Ps 132:11-ESV, “The LORD swore to David a sure oath from which he will not turn back”). His oath is as sure as his deity.

today. It is another thing to carry that argument forward into the New Testament.<sup>117</sup> The goal, here, is to do just that. All of the references to the New Covenant by name in the New Testament will be examined.<sup>118</sup> These references to the New Covenant will be grouped into three categories. These categories will be studied in the following order. First, examination will be made of the mention and meaning of the New Covenant as referenced by Christ in the upper room (Luke 22:20 et al.). Included will be Paul's use of the upper room setting in his instruction to the Corinthian church regarding the Lord's Supper (1Cor 11:25). Second, a survey and analysis will be conducted in the Epistle to the Hebrews where the New Covenant is either directly named or obliquely mentioned with significant frequency. Finally, Paul's naming of the New Covenant as he defends his ministry in the second epistle to the Corinthians will be evaluated (2Cor 3:6). The assertion herein made and defended is that none of these passages of New Testament Scripture modify, reinterpret, expand, or in any way resignify that which is taught in the Old Testament with regard to the New Covenant.<sup>119</sup>

### **The Lord's Supper**

Of primary importance in any discussion of the New Covenant is Jesus' reference to that covenant in his celebration of the paschal meal shared with his disciples on the eve of his crucifixion.<sup>120</sup> Among the many magnificent truths that factor into the death of the

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<sup>117</sup> The treatment of the New Testament text in this section is of necessity basic, terse, and in part is only summary in fashion. It is not necessary, in any case, to prove that the proposed understanding of these New Testament texts is the *only* possible understanding of these texts. It is only incumbent to demonstrate a *reasonable*, grammatical, historical, contextual, theological interpretation that is exegetically feasible in these texts. These hermeneutically plausible arguments and interpretations will provide an understanding of the New Covenant in the New Testament that is consistent with the proposed understanding of the New Covenant in the Old Testament.

<sup>118</sup> Paul's citation of Isaiah 59:20-21 and Isaiah 27:9 in Romans 11:26-27 with reference to "my (i.e. the Deliverer's) covenant," will not be included. Although the citation in Romans clearly refers to the covenant designated as the "New Covenant" in other Scriptures, its use in this context seems clearly to support the Old Testament prediction of a future New Covenant with national Israel. In that case, this text seems to have little if any bearing on the question at hand. See Compton's treatment of Romans 11:26-27 in "*Dispensationalism*," 26-28.

<sup>119</sup> Compton asserts that his view (that the Church "participates in" but does not "fulfill" the New Covenant) is "the only view that consistently maintains a literal hermeneutic" ("*Dispensationalism*," 48). Compton's assertion is doubtful. A consistently literal approach is followed in this treatment of the New Covenant and will be maintained as these New Testament passages are explored below.

<sup>120</sup> See Matt 26:28 and Mark 14:24—"this is the blood of my covenant," together with Luke 22:20 and 1Cor 11:25—"this cup is the New Covenant in my blood."

messianic Christ is the certainty that the shedding of his blood on a Roman cross constituted a sacrifice that directly pertained to the New Covenant.<sup>121</sup>

The association of a sacrifice with the New Covenant of Scripture stands in full accord with the practice of many ANE covenant ceremonies.<sup>122</sup> As with ANE covenants, this sacrifice would make possible the swearing of the oath. By virtue of the sacrifice, the covenant parties could secure suitable status before God, making them fit to accept the covenant terms, able to perform all of its stipulations, and worthy to receive all of the benefits. The sacrifice would portend sacred commitment to the covenant which they would enact, and it would guarantee that the covenant could and would be fulfilled.

**Jesus' words in the upper room.** Explicit, in the upper room, is Jesus' identification of his sacrificial blood as the "blood of the covenant" (Matt 26:28, Mark 14:24). His blood, symbolized in the cup, "represents the New Covenant" (Luke 22:20; 1Cor 11:25).<sup>123</sup> However, that is not all that Jesus said about his blood. The words of

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<sup>121</sup> Some interpreters propose that Jesus was referring to a different New Covenant than that predicted by the Old Testament prophets. That view is rejected here. There is only one New Covenant in Scripture. The New Covenant mentioned in New Testament texts is precisely the same covenant as that mentioned in Old Testament texts. This position will not be debated. The "Two New Covenants" view is discussed by some of the authors listed at the beginning of this study. See especially Decker, "Church's Relationship, Part Two," 431-35.

<sup>122</sup> See the preceding discussion of sacrifice in connection with both ANE covenants and the New Covenant in the Old Testament.

<sup>123</sup> Decker makes an absolute assertion when he says of Luke 22:20 and its nearly exact citation in 1Cor 11:25, "These words *require* the ratification of the covenant at the Cross" ("Church's Relationship," Part Two, 449, emphasis added). He seems to derive the absolute nature of his assertion from the wording that he chooses in translation of Jesus' statement Τοῦτο τὸ ποτήριον ἡ καινὴ διαθήκη ἐν τῷ αἵματί μου. Decker translates as follows: "this cup represents the New Covenant made on the basis of My blood." ("Church's Relationship," Part Two, 448). In another article Decker proposes the same "requirement" with regard to Jesus' words. In this article, however, Decker does not *translate* the words of Jesus but *summarizes* or *paraphrases* them as follows: "The cup, representing the new covenant, was made on the basis of the blood of Christ" ("New Covenant," 279). Decker's periphrastic summary clearly demonstrates the problem inherent in his more formal translation. What is the subject of the English verb "was made" in Decker's paraphrase: "The cup, representing the new covenant, *was made* on the basis of the blood of Christ?" Is it "the cup," as per Decker's punctuation, or is it "the New Covenant," as per Decker's translation? Decker is correct when he says that the cup "represents" the New Covenant, and no particular objection exists for his classification of ἐν as instrumental ("Church's Relationship," Part Two, 448 n. 82). Contrary to Decker, however, no verb of "making" is found in the Greek text of this verse, and the manner in which he interpolates the verb "to make" in his translation is questionable: "this cup is the new covenant *made* on the basis of my blood."

More literally the words of Jesus, Τοῦτο τὸ ποτήριον ἡ καινὴ διαθήκη ἐν τῷ αἵματί μου, should be translated (as with most versions) "This cup is (represents) the new covenant in (by means of) my blood." By these words Jesus states that "(his) blood" is

Jesus in the upper room offered much more detail with regard to the various divine purposes behind the shedding of his blood. Jesus said, “This is my blood of the covenant which is poured out for *many* for forgiveness of sins” (Matt 26:28; emphasis added). The fact that Jesus’ blood constituted, in part, a sacrifice associated with the New Covenant does not necessarily mean or even imply that everyone who partakes of the blood of the covenant is legal party to or otherwise a participant in that covenant.

The blood of Christ, the blood of the covenant, was not shed *only* to assure and to effect Israel’s salvation and Israel’s New Covenant provisions. It was shed, said Jesus, “for *many*” (Matt 26:28, Mark 14:24). For them, i.e. the “many,” this blood provides “forgiveness of sins” (Matt 26:28). Dispensationalists have long argued that the means and basis of salvation is the same in every era of history.<sup>124</sup> The blood of Christ—the sacrificial lamb foreknown and foreordained “before the foundation of the world” (1 Pet 1:19-20)—is judicially applied by God to all peoples of all times who believe in God’s self-revelation and experience regeneration by grace through faith.<sup>125</sup> That blood is not applied to these believers through the New Covenant, nor does the application of that blood place these believers under the New Covenant.

To assert that participation in the blood of the New Covenant must, of necessity, mean participation in the New Covenant itself is fallacious. The assertion is a fallacy of identification because the “blood of the covenant” is not the covenant itself. At best, the blood (as associated with the cup) only represents the covenant; it does not constitute the covenant. Covenants do not consist of sacrificial blood. Further, the assertion is a fallacy theologically, for if everyone who is saved by grace through faith is saved by the blood of Christ, and if everyone saved by the blood of Christ partakes of the New Covenant, then redeemed men like Seth, Noah, and Abraham (who *preceded* the Old Covenant), and men like Moses, David, and Daniel (who lived *under* the Old Covenant), were, in this view, participants in the *New* Covenant. Such a position, theologically, would seem not to concern a covenant theologian. To suggest, however, that Abraham and David (et al.), through their participation in the saving blood of Christ, must also participate in the New Covenant, seems theologically strenuous if not wholly anachronistic to a dispensational

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the “means by which” the “cup” is deemed to represent the “new covenant.” The other synoptic writers similarly affirm that the wine in the cup represents “the blood of the covenant” (Matt 26:28; Mk 14:24). Jesus does not say that the New Covenant was “made [ratified, enacted] by means of” his blood.

If Decker’s translation is skewed and his interpolation misapplied, as it seems to be, then his absolute assertion (“these words *require* the ratification of the covenant at the Cross”) is unfounded. The fact that the cup represents the New Covenant by means of Jesus’ blood does not logically necessitate the conclusion that the New Covenant was *ratified* by the shedding of blood on the cross. Logically, the cup could represent the New Covenant by virtue of the blood even if the New Covenant were not ratified at all.

<sup>124</sup> See R. Beacham, “Faith, Saved by (Dispensational View)” in *Dictionary of Premillennial Theology*, 115-117.

<sup>125</sup> For a discussion of regeneration in the Old Testament, see Wood, *Holy Spirit*, 64-72.

approach of Bible interpretation. Unfortunately, some dispensationalists, by their rationale, seem to imply if not to assert this supposed connection.<sup>126</sup>

Jesus' words in the upper room, then, confirm one fact about the New Covenant: his sacrificial blood would constitute the "blood of the covenant." Jesus did not say, however, that his death would enact, ratify, or inaugurate<sup>127</sup> the New Covenant, though a significant number of interpreters adopt this point of view.<sup>128</sup> Neither did Jesus change the designated time, place, or constituent parties in ratification of the New Covenant. According to numerous, detailed portions of Scripture, the bilateral swearing of the oath in ratification of the New Covenant remained yet future to the life, death, resurrection, and ascension of Christ, and is still future in our day. The covenant sacrifice is made at

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<sup>126</sup> Kent, at the conclusion of a three paragraph discussion of Hebrews 12:22-24, goes so far as to say that "the New Covenant has relevance for OT believers as well as the NT ones" (Kent, "New Covenant," 296). He seems to base his conclusion on the fact that 12:24 ties "Jesus, the mediator of the New Covenant" with both "NT believers" ("the church of the firstborn," 12:23a) and "OT saints" ("the spirits of righteous men made perfect," 12:23b) [Ibid.]. The grammar of the text, however, moderates Kent's view. By the use of dative forms, the text links (among other things) "Jesus" and "the sprinkled blood" (Heb 12:24) with "the assembly of the firstborn" and "the spirits of the righteous made perfect" (12:23). The New Covenant is not so linked. The only relevance that the New Covenant has for both Old and New Testament believers, according to this text, is the believers' common salvation through "Jesus," who is "the mediator of the New Covenant" (12:23-24). The text does not say that these saints share in the New Covenant.

<sup>127</sup> Numerous Bible interpreters use the term "inauguration" with reference to the New Covenant. By use of that term some imply or directly assert that a covenant can in some way be partially enacted and/or partially in force, perhaps even in a modified or resignified sense, all the while awaiting a fuller, more literalistic ratification or fulfillment in the future. The New Covenant, however, should not be likened to a prophecy or promise in this hermeneutical theory. The New Covenant is a legal instrument, and both biblical and historical evidence appears to be wholly lacking for this partially "inaugurated" concept of covenant ratification and fulfillment of terms. As a legal instrument, a covenant was either ratified by the stated parties of the covenant and, thus, fully in force, or it was not yet ratified by the covenant parties and, thus, not at all in force. Once a covenant is in force, the actual, experiential accomplishment of all of the covenant terms might well take many years to realize, and the actualization of any one of its promised blessings or curses might be spread over long periods of time dependent on the behavior and situation of the parties. Nonetheless, the covenant was still wholly enacted at ratification and, thus, all of its sworn terms and conditions fully in legal force for the covenanting parties. Technically, to say that a legal instrument or covenant is "inaugurated" is to say that it has been "ratified"—fully enacted with every detail legally in force between the stated contracting parties.

<sup>128</sup> Pettegrew says that the New Covenant was "cut...by (Christ's) death," then "Christ inaugurated the New Covenant by pouring out the Holy Spirit on the day of Pentecost" ("New Covenant," 265).

the cross, but the covenant has yet to be ratified.<sup>129</sup> Covenant ratification must follow God's great and troublous judgments on the earth, the ensuing advent of the Christ, the supernatural regathering of all living Israelites, the discriminating judgment, and the establishment of the eschatological kingdom in complete and absolute fulfillment of all of the kingdom prophecies and the teachings of Jesus.<sup>130</sup> Jesus said nothing in the upper room to reframe, expand, or diminish the specifics of those Scriptures.

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<sup>129</sup> If the New Covenant is not "inaugurated" or "ratified" at the cross but only in the eschaton (as herein espoused), how then can this New Covenant sacrifice be offered some 2,000 years or more prior to the covenant's ratification? The answer might be supplied by another question: how can the King who will enact the New Covenant with Israel and mediate the New Covenant over the restored Jewish theocracy be born, live, and die 2,000 years prior to covenant enactment and kingdom mediation? If, in fact, the New Covenant *King* can be born, live, and die some 2,000 years prior to his national enthronement, covenant enactment, and kingdom mediation, should it be a surprise or concern that his New Covenant *sacrifice* just as long predates enactment, enthronement, and mediation (particularly when the *King* himself is the *sacrifice*)? Well-known in the study of Scripture is the fact that *two* messianic advents create numerous interludes of fulfillment (see especially Daniel 9:24-27 and Isaiah 61:1-5). Further, all dispensationalists posit a 2,000 year interlude between the *qualification* of the New Covenant mediator and his *actual mediation* of the New Covenant over national Israel from the throne in Jerusalem. To disavow the possibility of an extended interlude between a New Covenant *sacrifice* and complete covenant enactment with Israel is to disavow the possibility of an interlude between the advent of a New Covenant *enactor* and complete covenant enactment. To reject the one is to reject the other.

<sup>130</sup> The Jewish disciples in the upper room, having little understanding of the soon-to-be-established church, were deeply concerned about the eschaton. Their hope continued to center on Israel's restored kingdom, the ratification of Israel's New Covenant, and the enthronement of the ultimate Davidic King. Jesus encouraged them in this hope, for his only extended and detailed eschatological discourse, spoken on the Mount of Olives privately to the disciples, preceded the upper-room supper by a mere two days (Mark 14:1). The disciples' focus on the kingdom surfaced in the upper room when, immediately after the meal, they began to quibble about their place in that coming kingdom. Despite their selfishness, Jesus assured them that the kingdom would come and he repeated his promise to eat and drink at the table with them when they assumed their kingdom thrones (Luke 22:24-30). The kingdom persisted as the focus of their minds even after Jesus' death and resurrection (Acts 1:6).

Jesus, having earlier in his ministry broached the topic of his departure and the coming institution of the church, no doubt wished to assure the disciples (and the rest of the world) that his death and departure would not mean the end of God's kingdom program and his dealings with Israel. Jesus was even more concerned about the eschaton and the fulfillment of God's promises to Israel than were his disciples. Thus, Jesus' words in the upper room were both pointed and poignant: the blood that he was soon to shed for the salvation of "many" would, at the same time, guarantee the ultimate establishment of the eschatological kingdom—hence his designation "the blood of the covenant," or "the new covenant in my blood." Despite his death, the kingdom would

**Paul's admonition to the Corinthians.** In 1 Corinthians 11:23-27 Paul draws upon the context of the last supper. He does so to discuss the church ordinance and its abuse by some in the Corinthian church. In his citation of the words of Jesus in the upper room, Paul alters nothing with regard to the teaching of the Lord. He cites the words of Jesus directly. The bread represents the body of Christ and the cup his blood (11:24, 25, 27). Paul's recitation of Jesus' words does include the connection of the cup as representative of the New Covenant by virtue of the blood (11:25), but Paul is equally as clear as Jesus when Paul reiterates the *purpose* of the church's celebration of the supper: it is eaten "in remembrance of" the Lord (11:24, 25). The apostle agrees fully with the words of Jesus. Paul does not say here, or anywhere else in his writings, that in celebrating the Lord's Supper the church is celebrating the New Covenant. What he says, explicitly, is this: "For as often as you eat of this bread and drink of this cup, *you proclaim the Lord's death* until he comes" (11:26, emphasis mine).

In the ordinance of the supper, according to Paul, the church memorializes and celebrates, in reverence, the death of Christ. The saints of this age partake symbolically of the body that was broken and the blood that was poured out for many—for them, the church—for the forgiveness of their sins and for the sins of all men of all time who would come to God by grace through faith. Paul says that saints of this age who partake of the Lord's Supper do so both to remember and to proclaim the death of Christ. Paul does not say that the church partakes of the Lord's Supper in order to remember and proclaim the New Covenant.

To assert from 1 Corinthians 11 that the church celebrates or participates in the New Covenant is to affirm more than does Paul in this record of Scripture. The apostle no doubt understood the nature and significance of the New Covenant far better than anyone today. Still, Paul does not tell the Corinthians that the New Covenant was ratified at the cross, that they are participants in that covenant, or that they celebrate that covenant in their ordinance. The apostle simply repeats the words of Jesus in the upper room and admonishes the church properly to memorialize the death of the Savior and to proclaim his sacrificial offer of forgiveness to all mankind until Christ's return to reestablish his kingdom.

**Conclusion.** According to the text of Scripture, a sacrifice is associated with the New Covenant. The death of Christ on the cross of Calvary constitutes that sacrifice. The blood of Christ was the blood of the covenant. His death makes possible and guarantees Israel's predicted future under the New Covenant. A sacrifice, however, does not enact a covenant in covenant ceremony. A covenant finds ratification only when the legal parties swear to its terms. No one swore to New Covenant terms at the cross of Calvary, neither God, nor Israel, nor the church.

While the blood of Jesus was, indeed, the blood of the New Covenant, the blood of Jesus was *much more* than the blood of the covenant. Jesus himself affirmed that reality in the upper room. His blood constituted a sacrifice that was offered for many, not just for Israel. It was offered for all men of all time who, by faith, would come to God and, thus, would come to know his saving grace. Salvation to all who believe comes

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come and the supper would be shared once again in that kingdom (Matt 26:29; Mk 14:25; Lk 22:29-30). Christ's blood, the blood of the covenant, guaranteed it.

through the blood of Jesus, the blood of the covenant. Partaking of that blood, however, does not mean participating in that covenant.

If the New Covenant was ratified at the cross, it must have been actuated by some other means than the formal enactment of other ANE and biblical covenants, for they were ratified by oath. If ratified at the cross, the time and place of New Covenant enactment must somehow have been reappointed, for the prophets clearly described the time and place of New Covenant ratification, and the cross does not correspond to that time or place. If ratified at the cross, the covenant must have been somehow ratified with peoples other than those foretold by the prophets, for the prophets only describe a bilateral ratification of covenant terms by its stated legal parties: God and Israel. If such an alteration of covenant beneficiaries occurred, it must also have attended a significant modification of contracted benefits, for Israel was never predicted to be baptized by the outpoured Spirit into the Body of Christ on equal standing with Gentiles, and the Body of Christ, the church, was never contracted to have theocratic kingdom-law inscribed on the heart. If ratified at the cross, numerous substantive changes must have been made to the New Covenant, none of which are recorded in Scripture.

On his part, Jesus said nothing in the upper room that altered anything spoken by the Old Testament prophets with regard to the New Covenant.<sup>131</sup> Neither did Paul, in his echo of Jesus' words, suggest any revision, expansion, or resignification of New Covenant terms. No teaching from the upper room controverts any of the terms or details of the predicted New Covenant of the Old Testament Scriptures.

### **The Book of Hebrews**

The argument of the Epistle to the Hebrews cannot be examined in detail here. The remarkable content of this biblical book is formidable and, no doubt, inexhaustible. The analysis of the epistle here serves only to advance an argument that is demonstrably consistent with the views hitherto espoused.<sup>132</sup>

**Presuppositions.** Every interpreter of Book of Hebrews approaches the epistle with certain preunderstandings. The interpreter might assume foundational tenets of liberal theology, liberation theology, reformed theology, new covenant theology, dispensationalism, inaugurated eschatology, complimentary hermeneutics, or any number or combination of theological and hermeneutical constructs. Many interpreters of Scripture who approach the book of Hebrews do so with the preconception that Jesus'

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<sup>131</sup> Decker somewhat concedes this point, on one occasion, when he says of the "upper room" texts, "If one had only these references, he might simply conclude that the basis had been established for a future New Covenant" ("Church's Relationship," Part One, 302). Decker, in this case, must appeal to later revelation in order to substantiate the position of New Covenant ratification at the cross: "However, when these texts are combined with the portrait of Hebrews, such an explanation is inadequate" (ibid). A study of the Epistle to the Hebrews immediately follows below.

<sup>132</sup> It will be necessary, for that reason, to link together series of texts from the Book of Hebrews without providing an exegetical basis, context, or explanation of every text cited. The reader is encouraged to examine each text in detail in order to evaluate its conformity, or lack thereof, to the argument made herein.

words in the upper room affirmed New Covenant ratification at the cross, and, thus, the New Covenant is in force today at least in part. That preconception, of course, will radically impact any reading of the Book of Hebrews.

Among all of the possible preunderstandings that the interpreter might bring to the book of Hebrews, it is certainly possible and legitimate to presuppose that the author of Hebrews well understood the nature and function of ANE covenants and that he viewed the New Covenant, as he did all the biblical covenants, in that historical, legal context.<sup>133</sup> It might also legitimately be assumed that the author was familiar, intimately, with the Old Testament texts that delineate the details of the New Covenant, its parties and terms, as well as the many specific particulars that describe the nature, time, and place of its future ratification.<sup>134</sup> If these assumptions are correct, the author of Hebrews could have viewed the New Covenant as a divinely drafted legal instrument that would be formally enacted only at a specified time and in a specified place, and only with the legally named parties in exact fulfillment of the divinely foretold predictions of the Old Testament prophets. The author of Hebrews could have believed that the ratification and the fulfillment of all of the New Covenant terms would only attend the future coming of Messiah to restore the kingdom to Israel precisely as the prophets foretold. He might have understood the record of Jesus words in the upper room to have declared, meant, or implied nothing that would modify these Old Testament predictions. There appears to be nothing in the text of the Book of Hebrews that necessarily contradicts, much less renders impossible, any of these suppositions.

**Argumentation.** First, notice the treatment of the New Covenant as presented by the author of Hebrews in his initial mention of that covenant by name.<sup>135</sup> The author is writing this epistle in order to dissuade his Hebrew readers, who had professed faith in Christ, from turning back to the Mosaic law. The New Covenant is engaged by name in connection with the stated climax of his discourse, located toward the middle of the epistle (8:1-13). Up to this point the author has demonstrated that *key parts* of the Mosaic economy were inferior and unattained.<sup>136</sup> Now, the author of Hebrews directly cites the divinely predicted New Covenant as his crowning argument in order to convince his Jewish readers of the deficiency of the Mosaic code *as a whole*. “This” he says, “is the chief point (κεφάλαιον)” of the things previously discussed (8:1a). His argument is based on an unassailable truth and is grounded in impeccable logic that arises from the very words of the Old Testament Scriptures—Scriptures that his Hebrew readers would highly

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<sup>133</sup> He apparently believed, for example, that the Abrahamic covenant was a legal instrument and he certainly understood the essential nature of the oath (Heb 6:13-18).

<sup>134</sup> The author, in fact, cited some of those texts in this epistle as discussed later.

<sup>135</sup> The New Covenant is first mentioned by name in Hebrews 8:8. It is also mentioned by name in 8:13 (“covenant” by ellipsis), 9:15, and 12:24. It is referenced by implication (i.e. “new” is implied) as a “covenant” in 7:22, 8:6, 8:10, 10:16, 10:29, and 13:20. All other references to a “covenant” speak of the Mosaic (8:7 [by ellipsis], 8:9 [2x], 9:1, 9:4 [2x] 9:18, 9:20 except in 9:16-17 where the author uses the term specifically to refer to a personal “will” over against a suzerainty- or grant-type “covenant.”

<sup>136</sup> Angelic ministers, Mosaic mediation, entrance to (rest in) the land of promise, and the Aaronic priesthood.

revere. Here is his major premise: the Mosaic Covenant *in its entirety* was, by nature and design, a faulty and inferior covenant and was destined by God to become obsolete. If this major premise can be proven true by the author of Hebrews, then these professing Hebrew believers would greatly imperil themselves should they turn back to such a fault-filled and unenduring code.

By what argument, particularly an argument of Scripture, could it be proven that the Mosaic Covenant as a whole was faulty and inferior and designed to expire? The author of this epistle directly quotes and extended passage from Jeremiah, for there the prophets clearly spoke of a “new” covenant (Hebrews 8:7-12, citing Jeremiah 31:31-34). The obvious deduction is as follows: the appellation “new” implies an “old, for “in his (Jeremiah’s) saying ‘new,’ he has made the first to become obsolete, and the one growing old is near to disappearing” (8:13).

Here is the apex of the author’s argument (8:1). In contrast to the Mosaic system, Christ sits as the ultimate priest (8:1b) in the ultimate tabernacle (8:2), having offered the ultimate sacrifice (8:3-4). Christ’s ministry is not shadowy, earthly, and temporary, like service under the Mosaic covenant (8:5), but is genuine, “more excellent,” and “superior” (8:6a). Christ’s service is “superior” because the covenant that he mediates is “superior.” The ascendancy of this covenant rests in the fact that it, over against its predecessor, consists of “law” “given” or “framed” (νενομοθέτηται)<sup>137</sup> on the basis of “superior promises” (8:6).<sup>138</sup> The former covenant, the Mosaic, is faulty, says the author of

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<sup>137</sup> Many argue that this verb means that the New Covenant “has been enacted” or “ratified,” and some translations reflect this wording (i.e. “enacted”—see for example the ESV and NASB). The verb, however, is not engaged in the literature as a referent to contractual enactment. Rather, it is a verb of law-making. With reference to law, it speaks to the formulation or origination of law, i.e. “giving, making, founding of law,” not the execution or enactment of law, i.e. “placing into execution.” (See Barclay M. Newman, Jr., *A Concise Greek-English Dictionary of the New Testament* [Stuttgart: Deutsche Bibelgesellschaft, 1993], s.v. νομοθετέω: “be given law, be based on (Heb 8:6)”; also see Johannes E. Louw and Eugene A. Nida, eds., *Greek-English Lexicon of the New Testament: Based on Semantic Domains*, 2<sup>nd</sup> ed., vol. I, *Introduction and Semantic Domains* [New York: United Bible Society, 1989], s.v. νομοθετέω: “to give or establish a law,” “(a covenant) which has been given as law based on better promises (Heb 8:6)”; and Johan Lust, Erik Eynikel, and Katrin Hauspie, compilers, *Greek-English Lexicon of the Septuagint*, revised edition [Stuttgart: Deutsche Bibelgesellschaft, 2003], s.v. νομοθετέω, citing Deut 17:10 where they translate פקד as “appoint by law, give law.” Philip Hughes in his “Commentary on the Epistle to the Hebrews” (Grand Rapids: Eerdmans, 1977) says that “the two basic meanings of νομοθετέω are (i) to give or frame as laws and (ii) to ordain by law” (297 n. 18). The noun form is used in Romans 9:4 and James 4:13 to denote “law-giving” and a “law-giver.”

<sup>138</sup> The New Covenant as a suzerainty treaty will include a body of law or stipulations. The promises that the author mentions are, no doubt, the promises that were predicted by the prophets—promises that would serve as the basis for the future enactment of the New Covenant and its law. Those ancient promises assured Israel’s success in keeping the law of this “new” covenant, once ratified, because those promises predicted that the entire nation would be regenerate—they would have this law “written on their

Hebrews, and is faulty as a whole: “for if that first covenant had been faultless, no occasion would have been sought for a second” (8:7). At this point the author inserts his extended, direct quotation of Jeremiah’s prediction of a New Covenant in order to establish, beyond dispute, his major premise (8:7-12 citing Jer 31:31-34).

The author of Hebrews contends, then, that his Jewish readers are decidedly wrong in their proclivity to turn back to life under the Mosaic Covenant. They are wrong, he says, because the Mosaic Covenant is by disposition and denomination bound for obsolescence. The Mosaic Covenant is deemed “old,” given its juxtaposition with the nomenclature “new” by the prophet Jeremiah. Lest his readers dismiss the point, the

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hearts.” Under the Mosaic Covenant, a “heart-written law” was only commanded (Deut 6:6 et al.); it was seldom realized.

The verb νομοθετέω in this verse temporally points back to the days when the promises were made (perfect, passive, indicative). The verb denotes the *origination* of law (in this case, covenant law) not the *enactment* of law. These two stages of law-making are different. Law must be “given” (i.e. “framed” or “founded”) before it can be “enacted” or “executed,” and not all “framed” laws are immediately, much less always, “executed.” The verb νομοθετέω in this context refers to the formulation of New Covenant law as it was “framed” or “founded” on better promises; it does not speak of the “enactment” or formal “ratification” of the covenant itself.

See also the use of νομοθετέω in Hebrews 7:11 where “the people were given law” (NIV) or “received law” (ESV, NAS, NKJV – νενομοθέτητο) in the context of a Levitical priesthood over against a Melchizedekian priesthood. The context speaks of the “giving” (active) or “receiving” (passive) of the law of Moses, not the “enactment” or “ratification” of the Mosaic Covenant. The nation was “given” the law, i.e. the terms of the Mosaic Covenant, on more than one occasion and the law was “given” or “framed” before the covenant was ratified. Israel had to hear and agree to those “framed” terms in order to swear to them in formal enactment of the covenant (Exod 19:5-8; Exodus 20:1-19; Exodus chapters 21 through 23). Undoubtedly the law was also “given” at the time of the actual ratification ceremony (Exod 24:3-7), but the “giving” of Mosaic law was not the “enactment” of the Mosaic Covenant. The covenant, as with all covenants, was “enacted” by the oath of the legal parties (Exod 24:7).

The author of Hebrews, by use of this verb, describes the New Covenant as a legal instrument that contained “law” which was “given, grounded,” or “framed” on “better promises” (Heb 8:6). It was a given-law that was based on “better promises” than the Mosaic, and those “promises” were “better” at the time when they were spoken to Israel by the mouth of the prophet. The author of Hebrews points back to that time in the ensuing verse (Heb 8:7). The author, by using this verb, was not referring to the ratification of the covenant.

Even if the verb νομοθετέω were construed to mean “to ratify,” the author of Hebrews says nothing specific about when this “ratification” took place. Theoretically, it could (or even should) have taken place when the covenant was initially “promised” in the days of the prophets, for that is time when the covenant was “given”—the time to which the author of Hebrews referred. Whatever translation or meaning might be attributed to this verb by the interpreter, Hebrews 8:6 does not say that the New Covenant was either “given,” “enacted,” or “ratified” at the cross.

author of Hebrews goes a step further. He assures them that, even though the “old” Mosaic Covenant was still being practiced in their day,<sup>139</sup> it was soon to become impracticable altogether (presumably with the impending destruction of the temple by the Romans in A.D. 70). The conclusion of his chief argument is this: the Mosaic Covenant is “becoming obsolete, aging away, and soon to disappear” (8:13). To return to the Mosaic Covenant is folly, if not worse.

Notice that the argument of Hebrews 8:1-13 is perfectly sound even if the New Covenant is not yet in force. According to the author of Hebrews, it was Jeremiah’s *designation* of the covenant (“new”), not its *functionality*, that demonstrated the designed inferiority of the former code (8:7-8, 13). This argument was established as true the moment God spoke those words to Israel through the prophet. The prophecy of Jeremiah served as the historic “occasion” for Israel to “seek” for a “second” covenant, a covenant that would eventually replace the “first” (8:7). Simply by his forecast of a “new” covenant through the prophet Jeremiah, God himself pronounced the first to be “old,” insufficient, inferior, and bound for obsolescence.

For the author of Hebrews to say that the “old” covenant is “becoming obsolete, aging away, and soon to disappear,” is not at all to say that the “new” covenant is in force. The author does not say that this “new” covenant was ratified at the cross, nor does he mention any other time of ratification besides that mentioned by the prophet. He does not say that the New Covenant is experienced by his readers, the church, or by anyone other than Israel. The author never specifies a new or different time of ratification, nor does he name any additional or alternate beneficiaries anywhere in the epistle.

In point of fact, by directly quoting Jeremiah 31:31-34, the author of Hebrews reiterates and reinforces in the New Testament Scriptures the exact, same identification of New Covenant parties (“the house of Israel”) and the precise timing of New Covenant ratification (“after those days”) as delineated in the Old Testament Scriptures. Indeed, the only human parties ever specified anywhere in the text of Scripture, Old Testament or New Testament, as legal enactors of the New Covenant are the house of Israel and the house of Judah. Likewise, the only time of New Covenant ratification ever expressed in the Scriptures, Old Testament or New Testament, is that which was detailed by the prophets of old.<sup>140</sup> With this the author of Hebrews is in full agreement: the covenant is cut with “the house of Israel and the house of Judah” (8:8), and is ratified “with the house of Israel” only “after those days” (Heb 8:10), i.e. the days of national regathering and restoration spoken of by Jeremiah in the context of this citation (Jeremiah 31:15-28).<sup>141</sup> For the author of Hebrews, no new parties are named, no new time is appointed, and no covenant terms are resignified or expanded. Interpreters of the Book of Hebrews might

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<sup>139</sup> Assuming a date for the epistle sometime before A.D. 70.

<sup>140</sup> See the earlier discussion and rehearsal of the specified time and events surrounding New Covenant ratification as stated by the prophets.;

<sup>141</sup> Notice that the prophet Jeremiah is quoted directly again in Hebrews chapter 10. The immediate context, like in Jeremiah, looks to Israel’s future restoration, when Jesus has made a complete and final offering for sin and has taken his seat “at the right hand of God, waiting from that time on” until the eschatological moment when “his enemies should be made a footstool” (10:13). “This is the covenant that I will make with them *after those days* ....” (Heb 10:16 citing Jeremiah 31:33, emphasis added).

assume more than the author of the epistle says in this text, but the text itself changes nothing with regard to the New Covenant. In fact, the epistle reinforces the New Covenant's prophetic context, content, and ultimate fulfillment.

**Focus on Eschatology.** If the New Covenant is not in force or inclusive of the church, why would the author of Hebrews mention the covenant, its mediator, its guarantee, and its legal ground in this epistle? He is writing to the Hebrews. The New Covenant is inexorably linked to Israel's future, and Israel's future is inexorably linked to the argument of this epistle. The focus of the author of Hebrews throughout his letter is eschatological. He argues passionately and repeatedly that his Jewish recipients must press toward the future, not revert to the past. They must not turn back to the Law. For his Jewish readers, a "better hope" exists than that of the Mosaic law, for the Law as a covenant code "made nothing perfect" (7:19). This eschatological "hope," mentioned by the author of Hebrews, is central to his epistle (introduced in 3:6). This "hope" moves toward an "end" (τέλος 6:11) and is divinely "set before" the readers (6:18) as an "anchor of the soul" which brings them "into the inner sanctum" of God himself (6:19). To this "hope" these Hebrew readers must "reach out" and "hold fast" until its ultimate attainment (6:18; 10:23).<sup>142</sup>

This forward look is also thematic in other verbiage throughout the letter. The author is "speaking" about the "world to come" (2:5). His Jewish readers must "hold faith" to the "end" (3:14). They must attain to the offered "rest" (4:9), the day of "inherited promises" (6:12), the "good things to come" (9:10-11). They must live in light of their "eternal inheritance" (9:15), the ultimate "salvation" that comes with the "second appearing" of Christ (9:28). This is a day for which Jesus himself "waits," when "his enemies will be made his footstool" (10:23), a "coming Day" (10:25) which offers "great reward" (10:35). The author recounts the stories of multiple faith-filled saints of old in biblical history, men and women who lived out their days on earth with this eschatological focus (11:9-10; 13-16; 26, 39-40). So too the lives of these Hebrew readers, even while on earth, should be bound up in the "heavenly Jerusalem" and the glories of the age to come (12:22-24). "For here we have no enduring city, but we seek the one destined to come" (13:14). The entire epistle, as composed by this author, is driven by the expectation of the eschaton from the beginning of the letter to its end.

As the author concludes the doctrinal section of his epistle, he contrasts the historic kingdom of the "old" covenant, when the voice of God shook the earth, with the coming kingdom of the "new" when God will "shake" both "earth and heaven" (12:25-27). We as God's people must press forward, he says, to the eschaton "since we receive a kingdom which cannot be shaken" (12:28). Jesus Christ, the Son of God and Son of David, will return and ratify the New Covenant with the house of Israel and Judah, and will actuate all of its promised blessings to his covenant people and, through them, to all

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<sup>142</sup> The eschatological emphasis of the author of Hebrews, as well as that of Christ in the upper room and Paul in his references to the New Covenant in 1 Corinthians, is well noted and discussed by Master in his treatment of the Church's relationship, or lack thereof, to the New Covenant ("New Covenant," 106-107). Daniels seems to miss completely this eschatological emphasis in the Epistle to Hebrews when he says, "While I admit that Christ is king and will return to establish His kingdom, that is definitely *not* the perspective of the writer of Hebrews" ("How Does Church Relate," 86, emphasis his).

the world.<sup>143</sup> This is the hope to which we press. The consequences of “rejecting” the theocrat by turning back and ignoring his warnings (12:25) are horrendous (12:29; see also 10:39 and all of the other warning passages of this epistle).

**Sacrifice of Christ.** Is the teaching of the author of Hebrews in full agreement with the words of Christ in the upper room when the Savior spoke of the New Covenant and his shed blood? Yes. According to the author of Hebrews, the assurance of all who would come to God and, in the end, enter the coming kingdom is found only in the sacrifice of Jesus. Jesus “purged our sins,” says the author (1:2). Through his “death” Christ “destroyed” Satan and “made propitiation for the sins of humanity” (2:14-17). By Jesus’ sacrifice he became “the author of eternal salvation” (5:9) and “save(s) completely those who come to God through him” (7:25). The “hope through which we draw near to God,” says the author, is not the New Covenant, but Jesus: his “blood” (10:19) and his “body” (10:20).

As the author of Hebrews draws his argument toward a conclusion (chapters 9-13), he centers his attention on the topic of sacrificial blood (ἀίμα).<sup>144</sup> In his focus on the blood of Christ, the writer echoes the words of Jesus in the upper room. According to Jesus, his blood was “poured out for many” (Matt 26:28). According to the author of Hebrews, Christ was “offered once to bear the sins of many” (Heb 9:28). Jesus said that his blood was shed “for the forgiveness of sins” (Matt 26:28). The author of Hebrews says that Jesus died “for the redemption of transgressions,” including the transgressions of those who sought forgiveness under the Mosaic Covenant (Heb 9:15).<sup>145</sup> Under the shadow of the Old Covenant, sin could not be forgiven or the people and the house of God purged (9:21) without the shedding of sacrificial blood. Thus, the Old Covenant itself was “not inaugurated without blood” (9:18 – NASB).<sup>146</sup> However, it is the “offering

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<sup>143</sup> See R. Beacham, “Kingdoms, Universal and Mediatorial,” in *Dictionary of Premillennial Theology*, 236.

<sup>144</sup> Used in various forms nineteen times (9:7, 12, 13, 14, 18, 19, 20, 21, 22, 25; 10:4, 19, 29; 11:28; 12:24; 13:11, 12, 20)

<sup>145</sup> The author of Hebrews makes explicit the fact that Christ’s death confirmed his role both as the Savior of all men and as the mediator of the New Covenant: “But Christ came *as* High Priest of the good things to come, with the greater and more perfect tabernacle not made with hands, that is, not of this creation. Not with the blood of goats and calves, but *with His own blood* He entered the Most Holy Place once for all, having obtained *eternal redemption*.... And for this reason He is the Mediator of the new covenant, by means of death *for the redemption of the transgressions under the first covenant*, that those who are called may receive the *promise of the eternal inheritance*” (9:11, 12, 15; NKJV, emphasis added). The “*eternal redemption*” of those who were saved in the days of the “first” covenant was accomplished by the blood of Christ. Their “*eternal inheritance*” in the promised kingdom is guaranteed by Christ’s mediation of the New Covenant. The New Covenant, however, did not redeem them, nor did the redemptive blood place them under the New Covenant.

<sup>146</sup> Even if the term ἐγκεκλήρισται (“open, dedicate, inaugurate”) in Hebrews 9:18 did refer to the official, legal ratification of the Mosaic Covenant, the text does not say the first covenant was ratified “by the blood.” It says that the ratification of the covenant did not occur “apart from” the shedding of sacrificial blood. As discussed earlier, the

of the body of Jesus once for all,” not the “blood of bulls and goats” which “takes away sin” and “makes holy” those who are saved (10:4-10).<sup>147</sup> It is the “blood of Jesus,” not the New Covenant, that provides the “new and living way” to access God (10:19-20).<sup>148</sup> The shed blood of Jesus Christ accomplishes the redemption of lost humanity. The New Covenant with the house of Israel and Judah does not.

The author of the Book of Hebrews does assure his Jewish readers that, by virtue of his death, Jesus is both the future “guarantor” (7:22) and the exclusive “mediator” (8:6; 9:15; 12:24) of the “new” covenant which will replace the faulty covenant of “old.” In accord with Jesus’ statements in the upper room, the author of Hebrews affirms that Jesus’ death not only makes possible, but also fully guarantees the New Covenant promise to national Israel that their “sins and iniquities (God) will remember no more” (8:12; 10:17, both quoting Jeremiah 31:34). Jesus’ bloody sacrifice, however, does not only assure Israel’s future forgiveness and restoration. It also makes Christ the Savior of all of the redeemed. The atoning death of the Jesus, not the New Covenant, “perfected forever” (10:14) all who are made holy and saves all who believe. The New Covenant saves no one.

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ratification ceremony of the Mosaic Covenant did, in fact, include a sacrifice; there was no historic ratification of the Mosaic Covenant in absence of a sacrifice. The author of Hebrews, in fact, summarizes in the next verse that part of the ceremony where Moses read the words of the covenant to the people and they swore to its terms, after which he sprinkled them with the blood of the sacrifice (Exodus 24:4-8 summarized in Hebrews 9:19). The author directly cites Exodus 24:8, “This is the blood of the covenant which God commanded you” (Hebrews 9:20). The author of Hebrews is correct when he says that the Old Covenant was “*not* ratified *without* blood.” The author does not say that it “*was* ratified by blood.” It was ratified by oath (Exod 24:3 & 7) accompanied by a blood sacrifice.

<sup>147</sup> Decker translates 10:9 “He sets aside the first [covenant] to establish the second [covenant] (“Why?” 9). This translation, however, reads into the text an interpolation [covenant] that discounts the context. The contrast (“first” and “second”), does not distinguish “covenants,” as Decker asserts, but “sacrifices.” The old, shadowy, *repeated sacrifice* of bulls and goats according to the law (10:1-4) is set in contrast to the coming of Christ in bodily form to offer himself as a *single sacrifice* according to the will of the Father (10:5-7 citing Ps 40:6-8). Placing this Psalm in the mouth of Jesus, he “initially” says that God is not pleased with animal sacrifices; he “then” says that he has come to do the will of God in offer of himself (10:8-9a). Thus, “he takes away the first [the ineffectual sacrifice of animals according to the law] in order to establish the second [the effectual sacrifice of himself according to the will of the Father] (10:9b).

<sup>148</sup> The use of the verb ἐγκαινίζω (“dedicate, inaugurate”) in Hebrews 10:28 has no essential connection to the ratification of a covenant simply by virtue of its earlier use in Hebrews 9:18. What is “inaugurated” or “dedicated” in 9:18 is explicitly “the first (covenant).” What is “inaugurated” or “dedicated” in 10:20 is explicitly “a new and living way...through the curtain.” According to the text, the “new way” into the most holy place is attained through the life-giving blood of Jesus (10:19) over against the dead ritual of repeated sacrifices (10:11). The text does not say that entrance into the most holy place was attained through the ratification of the New Covenant.

**Conclusion.** So the author of Hebrews concludes his argument. For these Hebrews to turn back to the Mosaic law was not just to turn away from their own eschatological hope, the promised kingdom of God in absolute fulfillment of all the words of the prophets and in actuation of all of the terms of the New Covenant. To turn back to Moses was to turn away from Jesus Christ himself—the surety and mediator of that superior covenant, the eternal high priest and atoning sacrifice who alone makes the promised kingdom possible. Christ alone is able to save, completely, national Israel, and Christ alone is able to save, completely, all who ever come to God and experience the spiritual birth required to find entrance into the kingdom that awaits Messiah’s return. All saints of all time will inherit that kingdom, not because of the New Covenant, but because of the blood of Jesus. Jesus is the true and only hope of the Hebrews, and Jesus is the true and only hope of all mankind. Through him, not the New Covenant, fallen humans find eternal salvation and final residence in his coming kingdom.

The book of Hebrews, in its discussion of the New Covenant, does not contradict or contravene the legal format, function, or procedures of ANE covenants. The author in no way modifies or reinterprets the meaning and teaching of the Old Testament with regard to the New Covenant. In fact, he reiterates and confirms the Old Testament Scriptures. The teaching of the author of Hebrews is consistent with the teaching of Jesus in the upper room on every matter. In this epistle, the time, place, participants, terms, and benefits of the New Covenant are not revised, expanded, or amended. The New Covenant is not said to be in force, the epistle does not specify New Covenant ratification at the cross (or any alternate point of time), and the church is not said to be included or legally participating in the New Covenant. The author twice directly quotes a New Covenant text, both to argue the New Covenant’s superiority over the old, and to affirm all that it predicts without contravention, modification, subtraction, or addition.

## **II Corinthians 3:6: New Covenant Ministers**

A brief examination of the New Covenant as referenced in 2 Corinthians 3:6 is in order. In his second epistle to the Corinthians, Paul feels forced to defend the nature of his ministry among them (see 2:17). In chapter three he speaks of the New Covenant. In this reference Paul does not expound on either the nature or the fulfillment of the New Covenant, nor does he discuss its parties or its ratification. When Paul mentions the New Covenant in this epistle, he neither constructs a doctrinal exposé nor formulates a practical exhortation. Rather, he paints a portrait in metaphor.

As with the Epistle to the Hebrews, the presuppositions brought to this text by the interpreter will effect the conclusions drawn. Given the foundation already established in this chapter, there is nothing in the verbiage of Paul in this text that necessarily amends the Old Testament data or other New Testament data regarding the New Covenant.

**Survey.** As a whole, 2 Corinthians chapter 3 consists of a construct of multiple metaphors. Paul actually begins his extended use of metaphor in chapter 2, verse 14.<sup>149</sup>

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<sup>149</sup> “But thanks be to God, who in Christ always leads us in triumphal procession, and through us spreads the fragrance of the knowledge of him everywhere. For we are the aroma of Christ to God among those who are being saved and among those who are perishing, to one a fragrance from death to death, to the other a fragrance from life to life.

His analogies are based on his extensive knowledge of ANE customs and Old Testament biblical history.

As chapter three begins, Paul questions his need to be recommended to (or recommended by) the church at Corinth as though he was a stranger to them (3:1).<sup>150</sup> Paul commences to develop an analogical argument against his need of such a letter of commendation, and his analogy is developed through multiplied and expanding metaphors. First, Paul likens the believers in this church to a “letter.” He needs no letter of reference, he says, because “you yourselves are our letter” (3:2a). He equates these believers with a letter of reference since they, themselves, were an enduring and living testimony to his earlier ministry among them. They were, however, no ordinary “letter,” because the material on which this “letter” was “written” was not physical in nature. Rather, this letter was written “on our hearts, being known and read by everyone” (3:2b).

Paul’s mention of a letter “written on (the) heart” leads him to extend his analogy and moves him closer to his reference to the New Covenant. The author of this living letter was divine, for it was a “letter from Christ,” and the postman was Paul himself (“delivered by us”—3:3a, see ESV). Paul turns, again, to the nature of the penning of this letter. He mentions first the medium. It was not “written with ink but with the Spirit of the living God” (3:3b). The concept, now, of a letter “written on the heart” and “written with the Spirit” and “not with ink” seems to have drawn the apostle’s mind fully to the analogy of the New Covenant of the Old Testament. The living, Corinthian “letter” to which Paul refers, like the prophesied New Covenant of the Old Testament Scriptures, was written “not on tablets of stone but on tables of fleshy (human) hearts” (3:3c compare Jeremiah 31:33 and Ezekiel 11:17-20; 36:26-27). Without yet naming either the New or Old Covenants, Paul has now introduced them both, metaphorically, in verse 3 by describing their contrasting natures: “tablets of stone” over against “tablets of human hearts.” The allusion to these Old Testament covenants would be nearly impossible to miss by anyone familiar with biblical history, particularly these first century believers.

Having demonstrated, by metaphor, that which characterized these Corinthian believers as God’s “letter,” Paul moves, then, to a characterization of his “ministry,” which he is defending (3:4-18). Indeed, his analogical argument in defense of the nature of his “ministry” finds its ground in his immediate description of the kind of “letter” that characterized these Corinthians. They were a “spiritual letter” with life internally generated and eternally enduring, not a “physical letter,” externally generated and lifeless. The certainty and genuineness of the Corinthian’s experience as a “spiritual letter” gave Paul great “confidence” in the certainty and genuineness of his “spiritual” ministry among them, though his confidence was not in himself but in God (3:4).<sup>151</sup> It

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Who is sufficient for these things? For we are not, like so many, peddlers of God's word, but as men of sincerity, as commissioned by God, in the sight of God we speak in Christ“ (2Cor 2:14-17, ESV).

<sup>150</sup> The use of letters of recommendation or accreditation is well known in the New Testament era, especially among believers throughout the churches. See, for example, 1 Corinthians 16:3.

<sup>151</sup> McClain makes an excellent point with regard to the biblical use of the term “spiritual” over against the Platonic concept as often imposed on the Scriptures: “*Greatness*,” 66; see also the appendix, chapter XXVII.

was God who had made Paul and his ministry team<sup>152</sup> “qualified to be ministers” of this sort, i.e., “ministers of a New Covenant-kind” (3:6a): ministers of the heart, ministers of internal life, ministers through God’s Spirit. Paul’s “New Covenant-kind” of ministry is naturally contrasted to an “Old Covenant-kind” – the kind introduced in his previous analogy, the kind “written (or carved) on stone” (3:3 cf. v. 7). The ministry of an Old Covenant-sort was a ministry of “letter,” in contrast to a New Covenant-kind of ministry which was characterized by “Spirit” (3:6b). From there, the analogies between the Old and New Covenants as compared to the ministry of Paul continue to multiply and expand: Paul’s ministry, like the New Covenant, is a ministry of life not death (3:6-7), a ministry of permanence not transience (3:7-12), a ministry of righteousness not condemnation (3:9), a ministry to minds unveiled not minds veiled (3:13-18).<sup>153</sup>

**Argument.** It can be argued legitimately that Paul is defending the quality or character of his ministry in 2 Corinthians 3:6. He is not speaking of the object or substance of his ministry.<sup>154</sup> First, the entire context is both analogical and characteristic as described above (2:14-3:18). All of Paul’s metaphors portray abstract qualities that typify his ministry (spiritual, heart-changing, righteous) and result from his ministry (living, glorious, unveiled). The analogies do not refer to objective data that constitute the substance of his ministry. In the midst of this analogical complex of ministry-qualities, Paul employs the genitive noun “ministers” in verse 6 as descriptive or attributive, furthering his expression of the quality over against the content of his service before God.<sup>155</sup>

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<sup>152</sup> Both Paul and Timothy are cited as the “senders” of this letter (1:1) and the plural pronoun is engaged to refer to their collective ministry in 1:3-13. Silvanus is also included as a fellow-minister in 1:19.

<sup>153</sup> It is impossible here to develop fully the numerous metaphors that Paul amasses in this segment of his epistle to argue, by analogy, the genuine nature of his ministry. These extended metaphors are the capstone of Paul’s defense of his ministry (see 4:1 where the apostle moves forward based on his just-completed ministerial description and defense: “therefore, having this ministry by the mercy of God, we do not lose heart...” (ESV). Even then, Paul cannot abandon the analogy of the “veil” and “blindness,” of “light” and “dark,” “mind” and “heart,” “life” and “death,” “body” and “spirit” (4:2-18 ff.).

For an excellent and detailed treatment of this passage see George A. Gunn, “Second Corinthians 3:6 and the Church’s Relationship to the New Covenant,” *Journal of Dispensational Theology*, Dec. 2009, 25-45. Gunn analyzes all of the critical issues that arise in this context with regard to the question of the church’s participation in the New Covenant. Gunn’s article is indispensable to those who desire a full treatment of this topic in 2 Corinthians 3:6.

<sup>154</sup> A preference to translate διακόνους as either “minister” or “servant” does not seem to bear significantly on the argument made here.

<sup>155</sup> See the discussion by Gunn, p. 30ff., where he first describes the objective genitive and then proceeds to defend, contextually, its engagement in this setting.

Second, the apostle's engagement of the descriptor "New Covenant" in verse 6 is anarthrous.<sup>156</sup> In its connection, then, with the descriptive genitive "ministers," the anarthrous denominative "New Covenant" can syntactically be classified as qualitative.<sup>157</sup> This combination of a descriptive genitive ("ministers") with an anarthrous qualitative noun ("New Covenant") perfectly fits the context of Paul's defense of the nature or quality of his service.<sup>158</sup> Paul does not say that he is ministering "*the* New Covenant" as

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<sup>156</sup> Some have attempted to argue from this anarthrous construction that two New Covenants exist: one for Israel and one for the church. That view is rejected here. See the discussion of the "Two New Covenants" view and the arguments against it by both Compton ("The New Covenant," 6-7, 38) and Decker ("Church's Relationship, Part Two," 431-35).

<sup>157</sup> On the structure and function of the anarthrous qualitative noun see Daniel B. Wallace, *Greek Grammar Beyond the Basics: An Exegetical Syntax of the New Testament* (Grand Rapids: Zondervan, 1996), 244-45. Gunn, pp. 41-42 touches on the issue of the qualitative use of the anarthrous noun, though he seems too quick to concede the possibility (or at least the certainty) of a qualitative classification in this context. Decker calls into question the certainty of the qualitative classification of "New Covenant" in 2Cor 3:6 by labeling the descriptor "New Covenant" as a "proper name," thereby introducing the possibility that this proper name should be considered definite even though it is anarthrous (Decker, "Church's Relationship," Part Two, 451, n. 93, see Part One, 301, n. 35). The question of how, exactly, to define a "proper name" might itself cast doubt on Decker's suggestion that "New Covenant" be designated as a proper name in this verse (see Wallace, *Beyond the Basics*, 246, n. 77). Belleville, for example, says that the descriptor "new covenant" in this verse "should not be capitalized" (Linda L. Belleville, *2 Corinthians* [Downers Grove: InterVarsity, 1996], 93). There appears to be no absolute *necessity* or *certainty* in classifying "New Covenant" in 2Cor 3:6 as either a qualitative noun or a definite, proper name based on the construction of text alone. Nonetheless, it is *possible*, syntactically and exegetically, to classify the anarthrous use of "New Covenant" here as qualitative, and that classification may, in fact, be preferable given the context and the ensuing language in verse 6. See the further discussion of this issue below.

<sup>158</sup> Thorsell, in his focus on this passage, agrees that the point of the apostle in verse 6 is quite evidently qualitative, particularly when Paul says that the men on his missionary team were "ministers...not of letter but of Spirit" (Thorsell, "The Spirit," 404). In support of this qualitative force, Thorsell inserts an extended quote from the commentary by Belleville who says, "*Letter* and *Spirit* are therefore **descriptive** terms, setting forth the **quality** or **nature** of their respective covenants. What is **qualitatively** better about the new covenant is that it is not a *letter* covenant—that is, an external code—but a *Spirit* covenant—that is, and internal power. A covenant that is *letter* in **nature** *kills* because it makes external demands without giving the inward power for obedience, while a covenant that is *Spirit* in **character** gives *life* because it works internally to produce a change of nature (Belleville, 94-95; emphasis in italics is original, emphasis in bold is added). Belleville's classification of "letter" and "Spirit" as qualitative is grounded on the fact that "both nouns are in the genitive case and lack the article" (Belleville, 94; see also her sub-notation, 94-95).

though the New Covenant were the object and substance of his divine service. Rather, he says that he is a “New Covenant minister”<sup>159</sup> in a qualitative, metaphorical sense.<sup>160</sup>

What does Paul mean when he likens his ministry to that of a New Covenant-kind? He elaborates in the ensuing words of this verse: “(God) has made us adequate ministers . . . *not of letter, but of Spirit*” (3:6b). Apart from the negation, these two additional qualifiers stand in precise parallel construction with the designation “New Covenant,” and both are likewise anarthrous. The term “Spirit” here does not describe the object or content of Paul’s ministry any more than “letter” constitutes the object or content that he disavows. Rather, the term “Spirit,” in contrast with “letter,” describes the quality or kind of ministry that Paul enjoys. His ministry, like the New Covenant, was a

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Interestingly, having agreed with Belleville regarding “letter” and “Spirit,” Thorsell proceeds to criticize Ryrie and Master for their suggestion that the expression “ministers of a New Covenant,” is qualitative, describing the “‘character’ or ‘style’ of Paul’s ministry” (Thorsell, 406). Thorsell specifically objects to the *basis* of Master’s classification of “new covenant” as qualitative: “Master makes much of the fact that *καινῆς διαθήκης* is anarthrous, arguing that this emphasizes its ‘quality’ more than its ‘identity’” (Thorsell, 406-7). Thorsell’s criticism is extraordinary given the fact that he, in concert with Belleville, views the nouns “letter” and “Spirit” as qualitative based on the context and their anarthrous construction, while, at the same time, denying the qualitative use of “New Covenant” based on its anarthrous construction in the same context—in fact, in the same verse. What is clear in the text is the fact that the words “letter” and “Spirit” partake of the exact same construction as “new covenant” (apart from the negation), all three descriptors set in perfect grammatical balance with the noun “ministers” (*διακόνους καινῆς διαθήκης, οὐ γράμματος, ἀλλὰ πνεύματος*—literally “*ministers of new covenant, not [ministers] of letter, but [ministers] of Spirit*”). It is surprising, then, to find Thorsell denying the qualitative use of “New Covenant,” while espousing the qualitative use of “letter” and “Spirit” in this parallel construction. See a further discussion of this point below.

<sup>159</sup> Decker seems comfortable with the generic translation of this anarthrous construction as “New Covenant ministers” (“Church’s Relationship,” Part Two, 451), but then asks, “what is implied by that statement?” The question as to what might be implied by the construction “New Covenant ministers” is unnecessary. Paul makes his meaning explicit by immediately engaging two more anarthrous nouns. See the discussion regarding “letter” and “Spirit” below.

<sup>160</sup> Pettegrew, with others, argues that the anarthrous form is used here by Paul simply because the apostle wants to “follow Jeremiah’s prophecy precisely” (Larry D. Pettegrew, *The New Covenant Ministry of the Holy Spirit*, Revised Edition [Grand Rapids: Kregel, 2001], 216 n. 45; see also e.g. Thorsell, “The Spirit,” 406 who suggests the same connection to Jeremiah based on the LXX [Jer 38:31]). However, Paul is not quoting Jeremiah in 2Cor 3. Further, since Jeremiah’s reference is the first (and only) time in the Old Testament where this otherwise nameless covenant is demarcated as “new,” it would make no sense for Jeremiah to give the adjective titular force in that first reference: (“behold . . . I will make *the New Covenant* with the house of Israel and the house of Judah” [Jer 31:31]). The anarthrous construction by Jeremiah has no bearing on the anarthrous use in 2Cor 3:6.

*Spirit-kind* of ministry—an internal, heart-inscribed, relational ministry generated by the empowerment of God’s Spirit. His ministry was not a *letter-kind* of ministry like that of the Old Covenant—an external, stone-inscribed, fleshly ministry generated by the imposition of “letter,” i.e. the “letter” of the Mosaic law. Paul concludes the verse by telling his readers why God gave him a “New Covenant-kind” over against an “Old Covenant-kind” of ministry: “for the letter kills, but the Spirit gives life” (3:6c).<sup>161</sup>

**Conclusion.** 2 Corinthians 3:6 can be understood in numerous ways. Many suggest that Paul was serving under or actually ministering the New Covenant and its benefits. To posit that Paul was serving under or ministering “the New Covenant,” however, is to posit more than this text of Scripture unquestionably affirms. Indeed, if the Apostle Paul were ministering “the New Covenant,” it must be a New Covenant greatly altered from that which was predicted by the Old Testament prophets. It must be a covenant somehow in force in Paul’s day. It must have been ratified at some unstated time other than that time clearly delineated by the prophets. Its ratification must have been accomplished apart from the oath of the stated legal parties. In fact, there must have been an alteration, somewhere, of its legal beneficiaries, and the benefits received must also have been significantly reconfigured for they are neither exactly like nor all of the benefits contracted in the prophesied legal instrument. Not one of these alterations is explicit in this text, but all of them must be true if Paul were, indeed, ministering “the New Covenant.”

Another possibility is that Paul changed nothing in this text with regard to the prophesied New Covenant of Scripture. His encyclopedic knowledge of the Old Testament Scriptures and his penchant for biblical allusions led him in this epistle, as in many of his writings, to draw vivid biblical parallels and scriptural analogies in argument of his case. Here the analogy is a comparison and contrast of his ministry with the nature of both the Old and New Covenants of the Old Testament. His ministry, Paul says, is a New Covenant-like ministry—one of heart, and Spirit, and life, and light, and righteousness, and enlightenment, and endurance. His ministry is not an Old Covenant-like ministry—one of stones, and chisels, and death, and darkness, and condemnation, and confusion, and decay. Still, the legal nature, stated parties, inseparable benefits, bilateral ratification, and eschatological time-frame of the New Covenant all remain unchanged. Nothing in this text forces the interpreter to assert either a different or an altered New Covenant.

## SUMMATION

The New Covenant of Scripture is grounded firmly in ANE context and covenant-making. That essential historical context must not be overlooked. The Old Testament text is unambiguous, detailed, and repetitive with regard to the parties, promises, provisos, nature, and timing of the New Covenant. The New Testament text does nothing explicitly

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<sup>161</sup> Note, again, Thorsell, 404 and his agreement with Bellville on the qualitative use of “letter” and “Spirit” based on their anarthrous construction. Also, note this same analogy—“old”/“letter” versus “new”/“Spirit”—used by Paul in Romans 2:29 with regard to physical circumcision under the law versus spiritual circumcision or circumcision of the heart (cf. Deut 10:16; 30:6).

or necessarily to modify, resignify, expand, or detract from the terms of this legal instrument as forecast in the Old Testament Scriptures. Supposition is unnecessary.

The New Covenant is fundamentally a legal instrument whereby God will contract specific indivisible benefits with national Israel exclusively, the covenant being formally ratified by the oath of the stated parties once in human history at a clearly specified eschatological time and place yet future to today precisely as foretold in prophetic Scripture. The church has no legal relationship to the New Covenant; the New Covenant is not in force today; the church does not participate in the New Covenant.

Certainly the church receives from God soteriological blessings *like* some of those promised to Israel under the New Covenant. Receiving blessings like those promised to Israel under the New Covenant does not place the church under the New Covenant. Salvation is the same in every era of earth history. Obviously, then, everyone who ever receives the blessing of salvation receives blessings like the salvation promised to national Israel under the New Covenant. Nonetheless, everyone ever saved is not under the New Covenant simply by experiencing blessings like those promised to national Israel. The New Covenant is not God's all-encompassing soteriological covenant for humanity. The New Covenant saves and sanctifies no one.

In any case, the soteriological blessings of the church are not *exactly like* those promised to Israel under the New Covenant. The outpoured Spirit promised to Israel under the New Covenant does not baptize Israel into the Body of Christ, so placing Israel "in Christ." The indwelling Spirit of whom the New Covenant speaks does not make national Israel one body with Gentiles on equal standing. The church lives by the internal law of Christ, not the inscribed theocratic law of the New Covenant. The New Covenant concerns ritual and sacrifice and purification and priesthood and temple-worship. It serves as the administrative constitution of the restored kingdom of God, not the constitution of the church. Nowhere in any text of Scripture does God contract the New Covenant, or any covenant, with the church, and nowhere in Scripture does the church swear to a covenant by oath.

In what way, then, is the church legal party to the New Covenant of Scripture? In no way. In what way, then, does the church participate in New Covenant provisions? In no way. The church, like all of the redeemed of all time, is saved in the same way that Israel finds salvation under the New Covenant—by grace through faith in the revelation of God, judicially grounded on the shed blood of Jesus Christ. The church is not saved by the New Covenant. The church does not live by the New Covenant. The church is not in contract through the New Covenant. The church does not participate in the New Covenant.

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