

COVENANT OR TESTAMENT?

Heb. 9: 16, 17 Reconsidered

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IN July-September, 1968, a lawyer invited us to reconsider Heb. 9: 15-17 from his professional point of view. Mr. Campbell, who now presents us with a further reconsideration of this passage, is a graduate of the University of Aberdeen and Westminster Theological Seminary, Philadelphia, who is now pursuing a doctoral programme in the Manchester Faculty of Theology. This article is a by-product of his Westminster Th.M. dissertation.

THE word *διαθήκη* occurs 33 times in the New Testament, and is generally translated as "covenant". (Some translations, e.g. the A.V., sprinkle "testament" about fairly frequently, but in most versions, especially modern ones like the R.S.V., *διαθήκη* is rendered "covenant" in virtually all cases.) There are two occurrences of the word, however, which are almost never translated "covenant": these two occurrences are found in Heb. 9: 16, 17. The confusion about this text in the minds of translators and commentators is evident, and has persisted stubbornly for generations.

In most versions *διαθήκη* is rendered "testament" in Heb. 9: 16, 17; e.g. in Tyndale, A.V., R.V., A.S.V., N.E.B., Douay, and Confraternity (and also in the Dutch, German, French and Spanish versions). This is despite the fact that in the preceding and following verses "covenant" is invariably used. Other versions use the word "will"—e.g. R.S.V., T.E.V., Weymouth, Beck, Goodspeed, Moffatt, Phillips. The Amplified has "will and testament" in both verses and the Berkeley has "testament" in v. 16 and "will" in v. 17. Only one version has "covenant" universally—the N.A.S.B.

A few commentators favor "covenant", e.g. Ellicott, Westcott; but the great majority argue in favour of "testament"—e.g. Bruce, Calvin, Deissmann, Lenski, Meyer, Moffatt, Robinson. The general opinion is that "In the New Testament, 'testament' is synonymous with 'covenant' except in Heb. 9: 16, 17".¹

This persistent problem, it seems to me, arises out of two fundamental and equally erroneous assumptions.

¹H. S. Gehman, "The Covenant: Old Testament Foundation of the Church", *Th.Z.*, 7 (1950/51), p. 39.

In the first place, it is generally thought that the Hebrew concept of covenant (*b'rit*) means a "compact", or "contract", between two sides. In the second place, it is widely thought that the Greek use of διαθήκη indicates a "will" or "testament" similar to our present-day wills. Hatch says that in classical Greek usage "the word has at least two meanings. (1) a 'disposition' of property by will, which is its most ordinary use. (2) a 'covenant' which is a rare meaning, but clearly established e.g. by Aristoph. Av. 439".² Faced with this choice between the Hebrew "compact" notion, and the Greek idea of "will", most writers, in view of the "death of the testator" phrase of v. 16, opt for the latter.

The contention here is that this dichotomy is artificial.

First, however, it must be recognized that the translation "testament" in these two verses would represent a break in thought which requires considerable justification. The general New Testament usage supports the "covenant" translation of διαθήκη. The literary context of Hebrews is full of "covenant" in the Old Testament sense; as someone has remarked, Hebrews may be seen as an interpretation of, or commentary upon, Jeremiah ch. 31. The immediate context of the chapter (cf. vv. 1, 4, 15, 18, 20) clearly requires "covenant". Moreover, the argumentative purpose of the author here (cf. v. 15, "for this reason"; v. 16, "for"; v. 17, "for"; v. 18, "wherefore") underlines the fact that the rendering "testament" in vv. 16 and 17 represents a very radical break in thought, and demands clear and convincing warrant.

Turning to a consideration of the first of the assumptions, there is today little excuse for regarding *b'rit* as denoting some sort of mutual compact. Our appreciation of the Old Testament concept has been dramatically illumined in recent years by ancient Near Eastern discoveries. While Parity Covenants existed both in the extra-biblical literature and in the Bible itself (cf. Gen. 14: 13; 21: 27; 26: 28; 31: 43-54; 1 Sam. 18: 3; 1 Kings 5: 12; 10: 10-13; 15: 19; 2 Chron. 16: 3; 23: 1-3; Ps. 83: 5; Ezek. 30: 5; Hos. 12: 1; Obad. 7; Amos 1: 9; Zech. 11: 14), the covenant between Yahweh and Israel is obviously not of this type. Some examples both of Covenants of Grant (cf. 1 Sam. 27: 6; Num. 14: 25; Josh. 14: 6-14) and Suzerainty Covenants (cf. Josh 9: 6-19; 2 Sam. 3: 12, 13; 5: 3; 2 Kings 15: 19, 29f.; 16: 7-10; 17: 3; 18: 19; 24: 1; 1 Chron. 11: 3; Ezek. 17: 13-21) are found in the pages of Scripture, and evidently the Abrahamic and Mosaic covenants conform to these types rather than to the Parity type. In both

² E. Hatch, *Essays in Biblical Greek* (London: O.U.P., 1889), p. 47.

cases the arrangement is unilateral and monergistic. Yahweh is the Suzerain and his chosen people are his vassals. He dictates the terms of the covenant and they receive and subscribe to them.

The form of the covenant of grant in Gen. 15 is as follows: (1) *Preamble* (15: 1): "I am thy shield and thy exceeding great reward". (2) *Prologue* (15: 7): "I am Jehovah that brought thee out of Ur of the Chaldees, to give thee this land". (3) *Stipulations* (15: 4-7; 18-21): (a) an innumerable seed; (b) "this land". (4) *Sanctions* (15: 9-17): death of God if He fails His promise (clearly inconceivable and designed to give assurance to Abraham). (5) *Ceremonial Oath* (15: 9-17): the flaming torch passes between the dismembered sacrifice.

In the ancient Near East it was common legal procedure for a son to be adopted and for a "covenant of grant" to be made with him, leaving him an unconditional inheritance which he would enter into upon the decease of his benefactor.³ Such is the gracious covenant established by God with Abraham. It will readily be seen that the promises of God in this covenant are twofold—a seed and a land—and that in a physical sense these promises were fulfilled. They were not, however, fulfilled in the deeper, spiritual sense. Abraham looked for Christ, his *true* seed (Gal. 3: 16), and "saw his day" (John 8: 56) from afar, and he looked for the "heavenly city" (Heb. 11: 8, 10), but he did not enter it. These great realities awaited the day of the Lord.

They were fulfilled when the benefactor of the covenant himself fulfilled the symbolical death of Gen. 15, and offered himself on the cross. *Only then* did Abraham, Moses and David and the other old covenant faithful, who had in their lives enjoyed the status and some of the privileges of adopted sons of God, enter fully into their inheritance. Only after the Firstborn had entered into *his* inheritance could the old covenant believers enter into theirs.

The second assumption generally imported into the text is that the Greek will was entirely different from the Hebrew *berith* but quite akin to our contemporary wills.

However, it has been demonstrated that from about the sixth century B.C. it became customary for a wealthy individual who had no issue publically and officially to adopt a son to be his heir. The document drawn up and witnessed was called a διαθήκη. The

³ Cf. M. Weinfeld: "The phrase 'I will be his father and he shall be my son' is an adoption formula and actually serves as the judicial basis for the gift of the eternal dynasty—as it was the rule in the second millennium this could be legitimized only by adoption" ("The Covenant of Grant in Old Testament and Ancient Near East", *J.A.O.S.*, 90, 2 [1970], pp. 190f.).

son became and remained the heir as long as the testator lived, but did not enjoy the inheritance until after his patron's decease. In a διαθήκη, therefore, "one party lays down the conditions which the other accepts. This is a 'one-sided' transaction, in so far as one party does all the disposing; but as another party is necessarily involved, and his consent necessary to a settlement, it becomes to a certain extent a mutual agreement."⁴

This point has also been made by W. D. Ferguson. He remarks that "In the Scriptures it is God who takes the initiative, and in the inscriptions it is the testator. In both there is some disposition made. It is also similar in that, in both, certain duties are enjoined upon the children or heirs. The one making the διαθήκη always assumes the right to command, and to withhold his bequest if the conditions to it are not fulfilled".⁵ He gives an interesting illustration of the Greek concept of διαθήκη from a document dated A.D. 93—i.e. shortly *after* the letter to the Hebrews was written.

A certain man when dying left to the βουλή, κατὰ διαθήκην 1,500 denarii, on the condition that from the accruing interest an annual festival was to be conducted at a stated time. The βουλή voted to accept the money on the conditions named in the διαθήκη and to use it only as directed by the testator . . . a similar transaction so far as the city is concerned, takes place today when a city accepts a gift from Andrew Carnegie agreeing to fulfill the conditions attached to the gift. The transactions between the βουλή and the testator were not mutual. The testator took the initiative, named the recipient or beneficiary, and the conditions attaching to it, and his terms were authoritative.⁶

The characteristics of this Greek notion of will—namely, the sovereign initiative of the testator freely bestowing his grace upon the object of his favour, and at the same time the inherent demand of responsible, consecrated behaviour in response to the benefactor—are precisely those characteristics we have observed to be of the essence of the Old Testament *b'rit*. The free and gracious sovereignty of God's disposition to Abraham is indisputable, but a balanced appreciation of the Abrahamic covenant must also embrace the ethical obligations of Abraham and his descendants expounded in Gen. 17: 9-15. Similarly the Mosaic covenant is not merely ethical or legal in nature, but is disposed in the context of divine grace (Ex. 6: 1-8; 19: 4; etc.).

⁴ F. O. Norton, *A Lexicographical and Historical Study of ΔΙΑΘΗΚΗ* (Chicago: University of Chicago Press, 1908), p. 31.

⁵ W. D. Ferguson, *The Legal Terms Common to the Macedonian Inscriptions and the New Testament* (Chicago: University of Chicago Press, 1913), p. 46.

⁶ Ferguson, *op. cit.*, p. 43.

To summarize the argument, then, it is reasonable to believe that the author of Hebrews (and his readers) was familiar not only with the true Old Testament conception of *berith* as disposition, but also with the contemporary Greek usage of διαθήκη as outlined above, and that the two words express fundamentally the same idea. The author therefore did not have to *choose* between the two different concepts, nor did he have to use one word διαθήκη to synthesize distinct or opposing ideas. He has in mind the death of the mediator and guarantor of the new covenant which God has made with new covenant believers, and the effect of this sacrifice on the old covenant believers. They, with Him, have now entered into their full covenant inheritance.

However, having shown that the intention of the author is not to subsume two categories under one term, it must be admitted that Heb. 9: 16, 17 does suggest something other than normal usage of the word διαθήκη. It is simply not the case that all covenant-disposers must die before the benefits of the covenant stipulations are received. This is true of only *one type of covenant*.

So apparently the writer is moving from the *general* to the *particular*; to emphasize his point—to communicate a profound truth—he seizes on a specific characteristic of one type of covenant (well-known in his day), namely the covenant of grant-by-inheritance.

The central feature of the covenant idea—sovereign disposition by grace—is insufficient to express the new relationship of believers to God by virtue of the atoning death of Christ. The glory of the new covenant is that it has been sealed by the blood of Christ Himself: this certifies the “precious promises” and guarantees the inheritance of the saints. The richness of the “new and better covenant” means that it has provided the old covenant saints with the long-promised and eagerly-awaited supernatural inheritance, and made this inheritance a *present reality* in the lives of the new covenant community.

This theological truth is the reason why the author of Hebrews pauses in his exposition of covenant theology to focus on a particular form of covenant familiar to his readers. Heb. 9: 16, 17 is neither a digression nor a parenthesis: it is an *intensification* of his exposition of the covenantal significance of the death of Christ.

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