

Are Biblical Covenants Dissoluble?: Toward a Theology of Marriage

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The last fifteen years have witnessed an increase in the number of articles and books written on the covenantal nature of marriage.¹ Despite the use of common terminology, theologians and ethicists have, thus far, inconsistently interpreted and applied what it means for marriage to be a covenant. No place is this disparity more evident than in the area of divorce and remarriage. To elaborate, while some authors allow for the termination of “covenant” marriage,² others argue that the marriage bond is indissoluble *because* of its covenantal nature.³ These incongruous positions on the

¹ David Atkinson, *To Have and to Hold: The Marriage Covenant and the Discipline of Divorce* (Grand Rapids: Eerdmans, 1979); Gary Chapman, *Covenant Marriage: Building Communication and Intimacy* (Nashville: Broadman & Holman, 2003); Gordon Hugenberger, *Marriage as Covenant: Biblical Law and Ethics as Developed from Malachi* (Grand Rapids: Baker, 1998); Laura S. Levitt, “Covenant or Contract? Marriage as Theology,” *Cross Currents* 48, no. 2 (Summer 1998): 169-84; Fred Lowery, *Covenant Marriage: Staying Together for Life* (West Monroe, LA: Howard, 2002); John K. Tarwater, “The Covenantal Nature of Marriage in the Order of Creation in Genesis 1 and 2” (Ph.D. diss., Southeastern Baptist Theological Seminary, 2002); Philip Waugh, ed., *Covenant Marriage: The Experience of a Lifetime* (Nashville: Broadman & Holman, forthcoming); John Witte, *From Sacrament to Contract: Marriage, Religion, and Law in the Western Tradition* (Louisville: Westminster/John Knox, 1997); and Leslie Wayne Pope, “Marriage: A Study of the Covenant Relationship as Found in the Old Testament” (Th.M. thesis., Providence College and Seminary, 1995).

² For example, David Atkinson writes, “Divorce dissolves the marriage ‘bond’ and covenant,” 126; Thomas Edgar notes that marriage “covenants are not necessarily permanent,” in H. Wayne House, ed. *Divorce and Remarriage: Four Christian Views* (Downers Grove, IL: IVP, 1990), 137; Andreas Köstenberger asserts, “There is reason to believe that [marriage] covenants can be broken,” in Andreas Köstenberger with David W. Jones, *God, Marriage, and Family: Rebuilding the Biblical Foundation* (Wheaton, IL: Crossway, 2004), 239, 246; see also Lowrey, *Covenant Marriage*, 102; and Hugenberger, *Marriage as a Covenant*, 83.

³ For example, Carl Laney notes, “God sees marriage as a covenant relationship (cf. Prov. 2:17)... God does not break covenants (cf. Lev. 26:40-45), and since divorce breaks the marriage covenant made before God, it does not meet with God’s approval,” in Carl Laney, *The Divorce Myth: A Biblical Examination of Divorce and Remarriage* (Minneapolis: Bethany House, 1981), 47; see also Laney’s chapter in House, ed., *Divorce and Remarriage*, 18; similarly, William Heth writes, “[Marriage is] a covenant relationship modeled after God’s covenant with Israel ... The permanence of marriage is

nature of marriage partially stem from biblical scholars' inability to arrive at a consensus regarding the nature of biblical covenants.

Over the last century, many scholars have examined the concept of covenant. This has been due in large part to the fact that the idea touches so many theological issues. For example, theologians have investigated the centrality of covenants in federal theology, their place within the Old Testament narrative, and the relationship between biblical covenants and the ostensibly similar treaties of the ancient Near East.⁴ Yet, despite an abundance of research on the topic, scholars have failed to agree upon the exact nature of covenants — perhaps because they have not adequately delimited the subject. Given the wide-ranging use of the concept of covenant, it is unlikely that a single idea can accurately express the relationship between the various situations in which the term is employed.

The focus of this article will be upon biblical covenants in which God is one of the participants. Specifically, this work will seek to demonstrate the indissolubility of covenants in which God is a participant.⁵ We are convinced that Scripture provides a

fundamentally a theological issue, rooted in the divine-human relationship to which marriage stands as an antitype,” in House, ed., *Divorce and Remarriage*, 75; note, however, that Heth later changed his view of the marriage covenant in William A. Heth, “Jesus on Divorce: How My Mind Has Changed,” *The Southern Baptist Journal of Theology* 6, no. 1 (Spring 2002): 4-29; see also Tarwater, “The Covenantal Nature of Marriage,” 149-75; Walter C. Kaiser expressed a similar view in a personal conversation with the authors, 18 November 2004, San Antonio, TX, 56th meeting of the Evangelical Theological Society.

⁴ See Walther Eichrodt, *Theology of the Old Testament*, trans. J. A. Baker (Philadelphia: Westminster, 1967); and Walter C. Kaiser Jr., *Toward an Old Testament Theology* (Grand Rapids: Zondervan, 1978). Several recent works survey the nature and meaning of “covenant” [*berith*] in the Old Testament. See R. A. Oden, “The Place of Covenant in the Religion of Israel,” in *Ancient Israelite Religion*, ed. P. D. Miller, P. D. Hanson and S. D. McBride (Philadelphia: Fortress, 1987); F. O. Garcia-Treto, “Covenant in Recent Old Testament Studies,” *Austin Seminary Bulletin* 96 (1981); Walther Zimmerli, “The History of Israelite Religion,” in *Tradition and Interpretation*, ed. G. W. Anderson (Oxford: Clarendon, 1979); Dennis J. McCarthy, *Old Testament Covenant: A Survey of Current Opinions* (Richmond, VA: John Knox, 1972); Delbert Roy Hillers, *Covenant: The History of a Biblical Idea*, Seminars in the History of Ideas (Baltimore, MD: Johns Hopkins, 1969); and R. Faley, “The Importance of the Covenant Conception in the Old Testament Religion,” in *Rediscovery of Scripture: Biblical Theology Today* (Burlington, WI: Saint Francis College, 1967). For a discussion of these problem areas and scholars associated with them, see Gordon Paul Hugenberger, *Marriage As a Covenant: A Study of Biblical Law and Ethics Governing Marriage Developed From the Perspective of Malachi* (Leiden: Brill, 1994), 9.

⁵ Some scholars have employed the terms “conditional” and “unconditional” in reference to biblical covenants. While we question the validity and usefulness of such terminology

number of clues regarding the permanent nature of these agreements: (1) by the language that is used to describe covenants, (2) by the manner in which such covenants are established, (3) by the way in which the Lord handles violations of covenantal terms, and (4) by the *prima facie* record of covenants in the Bible. If successful, it is hoped that this study will shed light upon the nature of covenant marriage (assuming that God is a participant in nuptials) and may add to the church's growing understanding of marriage, divorce, and remarriage.

Defining the Concept of Covenant

In the nineteenth century, German theologian Julius Wellhausen's investigation of the concept of covenant piqued scholarly interest on the topic, prompting a host of theologians to examine the precise nature of covenants. Whereas Wellhausen's understanding of the concept of covenant was largely influenced by a "history of religions" approach, many of the new efforts focused more upon philological investigations.⁶ For example, J. Begrich challenged Wellhausen's evolutionary

(especially in regard to covenants in which God is a participant), we focus our attention in this work on what some would label as "unconditional." For a discussion of conditional and unconditional covenants, see Bruce K. Waltke, "The Phenomenon of Conditionality within Unconditional Covenants," in *Israel's Apostasy and Restoration: Essays in Honor of Roland K. Harrison*, ed. Avraham Gileadi (Grand Rapids: Zondervan, 1988), 123-39.

⁶ Julius Wellhausen, *Prolegomena Zur Geschichte Israels* (Berlin: Walter de Gruyter & Company, 1927); This work was later published in English as Julius Wellhausen, *Prolegomena to the History of Israel* (New York: Meridian Books, 1957). See Ernest W. Nicholson, *God and His People: Covenant and Theology in the Old Testament* (Oxford: Clarendon, 1986), 3-27. Nicholson begins his discussion of biblical covenants with the work of Julius Wellhausen, arguing that "covenant" grew out of the preaching of the prophets. Against this view, Nicholson surveyed the works of Max Weber and Martin Noth. Nicholson describes the third phase of covenant research as the comparative study of Old Testament covenants and ancient Near Eastern treaties. Lastly, Nicholson writes that current studies are returning to Wellhausen's evolutionary position. Nicholson's own theory suggests the importance of covenant in ancient Israelite thought and not its reality in history or society. For other studies that explore the tradition-historical development of covenant in the Old Testament, see M. L. Newman, "The Continuing Quest for the Historical Covenant," in *The Psalms and Other Studies on the Old Testament*, ed. J. C. Knight and L. A. Sinclair (Nashotah, WI: Nashotah House Seminary, 1990); R. Davidson, "Covenant Ideology in Ancient Israel," in *The World of Ancient Israel*, ed. Robert E. Clements (Cambridge: Cambridge University Press, 1989); Hillers, *Covenant: The History of a Biblical Idea*; and Dennis J. McCarthy, *Treaty and Covenant: A Study in Form in the Ancient Oriental Documents and in the Old Testament* (Rome: Biblical Institute, 1981); see, for example, Moshe Weinfeld, "Berith," in *Theological Dictionary of the Old Testament*, ed. G. Johannes Botterweck and Helmer Ringgren, trans. John T. Willis (Grand Rapids: Eerdmans, 1975), 2:253-79. Also, for an excellent bibliography with regard to covenant studies, see Dennis J. McCarthy, *Old*

construction of the concept of covenant in the Old Testament based upon the etymology of the Hebrew word for covenant (*berith*).⁷ He concluded “that the basic and original meaning of *berith* was that of a legal union (*Rechtsgemeinschaft*) which was established by a simple act of the will on the part of the more powerful party.”⁸

Biblical scholar Ludwig Koehler offered a second philological view of *berith*. In a journal article on “Problems in the Study of the Language of the Old Testament,” Koehler suggested that *berith* is a feminine noun from *barah*, which means “to dine.”⁹ Accordingly, Koehler maintained that the essential idea of covenant relates to the covenant meal that often concluded covenant ceremonies. Koehler further asserted that the link to *barah* explains the phrase “to cut a covenant,” customarily appearing in passages concerning covenants, “because one had to cut up food for the covenant meal.”¹⁰ Thus, whereas Begrich’s study emphasized the legal and volitional aspects of covenant, Koehler’s work stressed the meal that usually accompanied the covenant ceremony.

A third option was posited by Moshe Weinfeld who believed that the most plausible origin of *berith* was the Akkadian word *biritu*, meaning “clasp,” “fetter,” or “bond.” He concluded, *berith* “implies first and foremost the notion of ‘imposition,’ ‘liability,’ or ‘obligation,’ as might be learned from the ‘bond’ etymology.”¹¹ Thus, the “binding” metaphor helps to explain the relationship between covenant and treaty. Weinfeld, then, viewed covenant as a legal union, even synonymous with law and

Testament Covenant: A Survey of Current Opinions (Richmond, VA: John Knox, 1972), 90-198.

⁷ See J. Begrich, “*Berit*. Ein Beitrag zur Erfassung einer alttestamentlichen Denkform,” *Zeitschrift für die alttestamentliche Wissenschaft* 60 (1944): 1-11. See also Hugenberger, *Marriage as a Covenant*, 10.

⁸ McCarthy, *Old Testament Covenant*, 2.

⁹ See Ludwig Koehler, “Problems in the Study of the Language of the Old Testament,” *Journal of Semitic Studies* 1 (1956): 4-7. See also Ed Meyer, *Die Israeliten Und Ihre Nachbarstämme* (Halle: Max Niemeyer, 1906); J. Barton Payne, “Covenant,” in *The Zondervan Pictorial Encyclopedia of the Bible*, ed. Merrill Tenney (Grand Rapids: Zondervan, 1976), 1:1002; H. C. Leupold, *Exposition of Genesis* (Grand Rapids: Baker, 1942), 2:488; W. F. Albright, “The Hebrew Expression for ‘Making a Covenant’ in Pre-Israelite Documents,” *BASOR* 121 (February 1951): 22; and Hugenberger, *Marriage as a Covenant*, 170.

¹⁰ See McCarthy, *Old Testament Covenant*, 3; F. Charles Fensham, “Did a Treaty Between the Israelites and the Kenites Exist?” *BASOR* 175 (October 1964): 54; and Weinfeld, “*Berith*,” 253-54.

¹¹ *Ibid.*, 255.

commandment. He stated that the essence of the Sinaitic covenant rests in its “imposition of laws and obligations upon the people.”

In contrast to the above attempts at defining covenant, in his landmark study of covenant marriage, Gordon Hugenberger utilized a concept-oriented approach to understand the meaning of covenant. From this, Hugenberger identified six different senses of the Hebrew word *berith*.¹² Hugenberger defined the predominant sense of *berith* in biblical Hebrew as “an elected, as opposed to natural, relationship of obligation established under divine sanction.”¹³ Similarly, G. E. Mendenhall described covenant as “a solemn promise made binding by an oath, which may be either a verbal formula or symbolic action.”¹⁴ Hugenberger claimed this is the sense intended by the English word “covenant.” When understood in this manner, then, *berith* may refer to many different types of affiliations.¹⁵

In conclusion, even though the word’s precise origin remains unsettled, the majority of biblical scholars appear convinced that *berith* signifies a binding agreement between a minimum of two parties. The more important question for this study, however, concerns the nature of the concept of covenant itself.

Exploring the Nature of Covenant

In some respects, developing arguments for the indissoluble nature of biblical covenants is a difficult task, since theologians for the most part have always assumed it.¹⁶ Nevertheless, an examination of the concept of covenant in Scripture provides

¹² See Hugenberger, *Marriage as a Covenant*, 168-215. For a discussion of a “concept-oriented” approach for understanding the sense of words, see Peter Cotterell and Max Turner, *Linguistics and Biblical Interpretation* (Downers Grove, IL: IVP, 1989), 146-54. Cotterell and Turner equate a concept-oriented method with the traditional approach.

¹³ *Ibid.*, 171.

¹⁴ G. E. Mendenhall, “Covenant,” in *The Interpreter’s Dictionary of the Bible: An Illustrated Encyclopedia*, ed. George Arthur Buttrick (Nashville: Abingdon, 1962), 2:714. See also Meredith G. Kline who defined covenant as, “A sanction-sealed commitment to maintain a particular relationship or follow a stipulated course of action. In general, then a covenant may be defined as a relationship under sanctions,” in Meredith G. Kline, *By Oath Consigned: A Reinterpretation of the Covenant Signs of Circumcision and Baptism* (Grand Rapids: Eerdmans, 1968), 16.

¹⁵ See Hugenberger, *Marriage as a Covenant*, 172.

¹⁶ See “Covenant” in *International Standard Bible Encyclopedia*, ed. James Orr (Chicago: Howard-Severance, 1930), 2.728 where the author writes, “The immutability of a covenant is everywhere assumed, at least theoretically.”

various clues which collectively testify to the fact that covenants in which God participates cannot be dissolved. First, consider the language used by the biblical writers to describe the nature of covenants.

The Language Describing the Nature of Covenants

As one investigates the nature of biblical covenants, we believe that the very words and phrases used by the biblical writers to describe covenants demonstrate their indissoluble nature. For example, Scripture often records that covenanting parties “will not forget”¹⁷ or will “remember”¹⁸ the covenant, indicating their lasting commitment to the terms of the agreement. Similarly, covenanting members oftentimes promise to be “faithful” to each other¹⁹ and to “keep” the covenant,²⁰ even “forever.”²¹ While these terms seem to point toward the irrevocable nature of biblical covenants, perhaps the greatest proof of the unending nature of such agreements comes from the pen of the apostle Paul who, in an argument from the lesser to the greater, wrote that even a covenant between men — as opposed to a divinely initiated covenant — if confirmed, “cannot be annulled” (Gal. 3:15). Indeed, a survey of biblical covenants reveals that covenanting parties understood this to be true and therefore did not enter into covenants hastily. Consider, furthermore, the manner in which covenants were established.

The Manner in which Covenants are Established

Weinfeld notes widespread scholarly consensus for the indispensability of an oath in establishing and ratifying a covenant.²² When instituting a covenant, the covenanting partners stated either explicitly or implicitly that compliance is relevant, oftentimes even employing a conditional curse: “May thus and thus happen to me if I

¹⁷ See Gen. 9:15,16; Exod. 6; Lev. 26:42,45; Deut. 8:18; 33:9; 2 Kgs. 13:23; 1 Chr. 16:15; Neh. 13:29; Pss. 89:29; 103:18; 106:45; Jer. 3:16; 14:21; 31:34; Ezek. 16:60,61,63; Amos 1:9; Luke 1:72; Heb. 8:12; 10:17.

¹⁸ See Deut. 4:23,31; 8:19; 2 Kgs. 17:38; Ps. 74:19.

¹⁹ See Gen. 31; Deut. 7:9; Neh. 9:8; Ps. 78:37; Isa. 49:7; Hos. 11:12.

²⁰ See Gen. 6:18; 17:9,10,11; Exod. 19:5; Lev. 26:9; Deut. 7:9,12; Josh. 3:3; 7:11; 1 Kgs. 8:23; 11:11; 2 Kgs. 17:38; 23:2,3; 2 Chr. 6:14; 23:3; 34:30,31,32; Pss. 25:10; 78:10; 103:18; 132:12; Isa. 42:6; 49:8; 56:4,6; Jer. 11:8; 2 Cor. 3:14; Heb. 9:20.

²¹ See Exod. 31:17; Jos. 4:7; 1 Chr. 16:15; 2 Chr. 13:5; 21:7; Pss. 55:19; 74:19; 79:13; 89:2,4,28,29; 105:8; 111:5,9; Isa. 59:21; Ezek. 37:25, 26; Hos. 2:19; Heb. 7:21.

²² Weinfeld, “Berith,” 2:255.

violate the obligation.”²³ For example, after reaffirming God’s covenant with Israel and imploring the people of God to live in obedience to it, Joshua said:

See I have set before you today, life and good, death and evil, in that I command you today to love the Lord your God, to walk in His ways, and to keep His commandments, His statutes, and His judgments, that you may live and multiply, and the Lord your God will bless you in the land which you go to possess. But if your heart turns away so that you do not hear, and are drawn away, and worship other gods and serve them, I announce to you today, you shall surely perish (Deut. 30:15-18).

In this example it is clear that Joshua related the reception of blessings (or curses) to compliance (or non-compliance) with the terms of the covenant. Indeed, God expected those who chose to enter into a covenant with him to keep the terms of the agreement.²⁴ Yet, note that non-compliance with the covenant obligations did not dissolve the agreement, but merely resulted in cursing for the disobedient party (“you shall surely perish”). In his book, *The Consequences of the Covenant*, George Buchanan explores this facet of covenants further, noting that in the Bible covenanters were expected to follow a prescribed pattern of life in order to remain in God’s favor.²⁵ Indeed, Scripture equates abandoning the obligations of a covenant with turning from the way of life to the way of death (Prov. 2:18-19). Moreover, the inability of covenant partners to walk away from their covenant commitments highlights the enduring nature of such agreements.

Not only the oath but also the ceremony for entering into biblical covenants points to the permanent nature of the institution. A survey of Scripture reveals that covenanting parties oftentimes signified a new covenant by offering a blood sacrifice. For example, when the Lord made [*karath*] a covenant with Abraham, Scripture records that God passed between the bodies of sacrificed animals (Gen 15:9-17). In such a ceremony each participant in the covenant promised by the ceremony that “the fate of the animals should befall him in the event he does not keep the *berith*.”²⁶ Hence, God warns those who act faithlessly toward their covenant companion to “take heed of your

²³ Ibid., 2:256.

²⁴ See also Prov. 2:16-18 and Ezek. 16:9-14,60-63 which not only demonstrate the relevance of covenant compliance but also extend the idea to the marriage relationship.

²⁵ George Wesley Buchanan, *The Consequences of the Covenant* (Leiden: Brill, 1970), 131. See also Ezek. 33:16.

²⁶ Elmer B. Smick, “*Karat*,” in *Theological Wordbook of the Old Testament*, ed. R. Laird Harris, Gleason L. Archer, and Bruce K. Waltke (Chicago: Moody, 1980), 457. See also the discussion in Kline, *By Oath Consigned*, 16. Kline also links the idea of “cutting a covenant” with circumcision, which also was a sign of the covenant.

life” (Mal 2:15).²⁷ The language describing the nature of covenants and Scripture’s depiction of how they were established, therefore, provide several clues regarding the indissoluble nature of biblical covenants. The manner in which the Lord handled covenant violations, moreover, affords additional data concerning the nature of covenants.

The Lord’s Handling of Covenant Violations

On Mount Sinai, the Lord established a covenant with Israel, stipulating that she be a “special treasure ... a kingdom of priests, my holy nation” (Exod. 19:4,6). For Israel’s part, the Lord demanded obedience (Exod. 19:5). Shortly after the establishment of this covenant, however, Scripture records Israel’s disobedience to the obligations of the agreement. Indeed, even while Moses was receiving the Ten Commandments — the formal record of the covenant — the people were making for themselves and worshipping false gods.²⁸ Sadly, this incident was not an aberration, as this behavior continued throughout Israel’s trek toward the Promised Land. Furthermore, before entering the land, Moses wrote a song predicting that the people would not be faithful to their covenant with Yahweh asserting, “I know that after my death you will become utterly corrupt” (Deut. 31:29). The book of Judges records the fulfillment of Moses’ grim prophecy:

After that generation died, another generation grew up who did not acknowledge the LORD or remember the mighty things he had done for Israel. Then the Israelites did what was evil in the LORD’s sight and worshiped the images of Baal. They abandoned the LORD, the God of their ancestors, who had brought them out of Egypt. They chased after other gods, worshiping the gods of the people around them. And they angered the LORD (Judg. 2:10-13).

The fact that Israel’s disobedience “angered the LORD,” which eventually culminated in the captivity of the nation, provides another clue regarding the nature of covenants in which God participates. To elaborate, Israel’s disobedience did not result in dissolution of her covenant with the Lord, but rather it merited divine punishment. For Israel this repeated punishment itself was an indication that her covenant with God was not dissolved, but still in effect. Indeed, Scripture is replete with examples of men breaking various covenants in which the Lord was a participant; yet, such violations never dissolved the covenants in question, they merely provoked God’s wrath and

²⁷ When Jesus instituted the Lord’s Supper, he stated that the wine signified “my blood of the covenant” (Matt. 26:27). Perhaps Christians are encouraged to “count the cost” (Luke 14:28) of entering a covenant relationship with Christ because of the permanent nature of the relationship.

²⁸ See Exod. 32:1-6.

censure. Old Testament scholar Bruce Waltke notes that God uses blessings and curses to encourage obedience to the covenant. He writes,

The curses and blessings of the covenant that obliged Israel to keep YHWH's ethical demands gave Israel incentive to keep them. By these unilateral commitments, the relationship between YHWH and Israel was not contractual but covenantal — devoted and loving toward one another.²⁹

This recurring divine punishment is *de facto* evidence of the enduring nature of biblical covenants. Indeed, if the transgressed covenants for which God meted out punishment were not in effect at the time of divine chastisement, then the Lord's censure would be baseless and unjust.

In addition to the Lord's handling of covenant violations being *de facto* evidence of the enduring nature of these agreements, consider also the penalties themselves. Divine punishment for covenant transgressions is normally severe in nature, sometimes even permanent for certain covenant participants. Consider as an example the Lord's promised retribution for covenant violations recorded in Leviticus 26:1-45. In this passage God promised to "set his face against" Israel (26:17), to cut off their supply of bread (26:26), to bring the land to desolation (26:32), and to cause the people to perish among the nations (26:38). It stands to reason that the rigorous nature of this promised punishment is a reflection of the enduring nature of the covenant that was transgressed. Hence, God's punishment for covenant violations provides another clue regarding the permanent nature of covenantal bonds.

The Prima Facie Record of Covenants in the Bible

Recently, a growing number of biblical scholars have begun to challenge the long-held belief in the inviolable nature of covenants — especially in regard to the covenant of marriage. For example, in his book *God, Marriage, and Family: Rebuilding the Biblical Foundation*, Andreas Köstenberger writes, "There is reason to believe that some biblical covenants can be and in fact are terminated."³⁰ William Heth, relating how he came to change his mind regarding Scripture's position on divorce and remarriage, similarly notes that "biblical covenants can be violated and dissolved."³¹ Interestingly,

²⁹ Waltke, "The Phenomenon of Conditionality within Unconditional Covenants," 135. Additionally, Waltke writes, "God's grant of seasonal harvest and blessing are in space and time universally irrevocable, but locally and temporarily conditional upon moral behavior or providential acts. Both the irrevocable and conditional aspects of the covenant further man's spiritual life." *Ibid.*, 127.

³⁰ Köstenberger, *God, Marriage, and Family*, 239, 246.

³¹ Heth, "Jesus on Divorce," 17.

both Köstenberger and Heth appeal to the work of Gordon Hugenberger as the basis for their belief that covenants may be dissolved. Hugenberger contends that covenants can be both violated and dissolved, asserting that these ideas are conveyed by the same Hebrew expression (Hiphil of *parar* + *berith*).³² In order to corroborate this claim, Hugenberger cites fourteen scriptural examples of covenants that were ostensibly dissolved (Gen. 17:14; Lev. 26:44; Deut. 31:20; 1 Kgs. 15:19; Isa. 33:8; 24:5; Jer. 11:10; 14:21; 31:32; 33:20; Ezek. 16:59; 17:15; 44:7; Zech. 11:10-11).³³

Despite Hugenberger's monumental contribution to the study of biblical covenants, we are not persuaded by his evidence for dissolubility. While Hugenberger correctly notes that the Hebrew word *parar* may be translated with the English term "broken" or "annulled"³⁴ — connoting violation or dissolution — *parar* does not necessarily carry both meanings at the same time. Imposing more than one meaning simultaneously upon *parar* is what James Barr calls the error of "illegitimate totality transfer."³⁵ In other words, it is wrong to conclude that because a covenant was "broken" it was, therefore, "dissolved." An examination of the fourteen aforementioned examples, we believe, sufficiently demonstrates this truth.

First, three of the passages (1 Kgs. 15:19; Isa. 33:8; Ezek. 17:15) cited by Hugenberger refer to treaties between men where God is clearly not a covenanting party. Thus, even if these agreements were dissolved, they would have no bearing upon this study, for we are solely concerned with covenants in which God is a part. With that stated, it is not even certain that any of these three examples constitute an occasion on which a covenant was dissolved. In fact, the example from Ezekiel seems to illustrate the exact opposite as the prophet asks, "Can Israel break her sworn treaties like that and get away with it" (Ezek. 17:15)? The Lord answers with a resounding, "No!" (Ezek. 17:16). By allowing Israel to be punished, then, the Lord demonstrated the applicability and enduring nature of the terms of the covenant. Thus, these three examples fail to demonstrate that covenants in which God participates can be dissolved.

Second, two of Hugenberger's examples (Jer. 14:21; 33:20) deal with the prophet Jeremiah's consideration of whether or not the Lord will dissolve his covenant with Israel. Jeremiah records a prayer on behalf of Judah,

³² Hugenberger, *Marriage as a Covenant*, 3.

³³ Köstenberger notes these same fourteen examples in his footnote reference to Hugenberger, *Marriage and Family*, 409, n. 54.

³⁴ Num. 30:12-13 (in English versions).

³⁵ James Barr, *The Semantics of Biblical Language* (London: Oxford University Press, 1961), 238. See also D.A. Carson, *Exegetical Fallacies* (Grand Rapids: Baker Books, 1996), 60-61.

LORD, we confess our wickedness and that of our ancestors, too. We all have sinned against you. For the sake of your own name, LORD, do not disgrace yourself and the throne of your glory. Do not break your covenant with us (Jer. 14:20-21).

While it could be argued from this prayer that Jeremiah believed it was possible for God to dissolve his covenant, later God revealed that annulment of the covenant was not possible, not even theoretically, as he declared, “I have loved you, my people, with an everlasting love. With unfailing love I have drawn you to myself. I will rebuild you” (Jer. 31:3-4). Furthermore, in Hugenberger’s second example from Jeremiah, God demonstrates the permanence of his covenant by comparing it to the times of night and day: “If you can break my covenant with the day and the night so that they do not come on their usual schedule, only then will my covenant with David, my servant, be broken” (Jer. 33:20). Thus, these two examples fail to demonstrate that biblical covenants in which God participates can be dissolved — indeed, they seem to indicate the exact opposite.

Third, eight examples mentioned by Hugenberger (Gen. 17:14; Lev. 26:44; Deut. 31:20; Isa. 24:5; Jer. 11:10; 31:32; Ezek. 16:59; 44:7) refer to God’s people violating the terms of a covenant. A careful reading of these texts, however, reveals that such violations did not dissolve the covenants in question. For example, are we to believe that the Abrahamic covenant was dissolved (Gen. 17:14)? To the contrary, Scripture evidences that God’s covenant with Abraham was “forever” and “eternal” (Gen. 13:15; 17:8). Moreover, on at least eight different occasions, Scripture affirms that God “remembered” his covenant with Abraham.³⁶ Thus, Gen. 17:14 cannot represent a dissolved covenant.

Contrary to Hugenberger’s interpretation, these eight examples of Israel “breaking” their covenant with the Lord beautifully illustrate God’s attitude toward the nature of covenants in which he participates. For example, Moses prophesied that the people would rebel and break God’s covenant (Deut. 31:20), and Scripture repeatedly records the fulfillment of this prophecy and its subsequent consequences (Isa. 24:5; Jer. 11:10; 31:32; Ezek. 16:59; 44:7). Yet, as we have argued above, the Lord’s punishment of his people for covenant violations is itself a *de facto* demonstration of the enduring nature of these arrangements. Ralph Alexander writes that the Lord’s punishment of his people affirms “his immutable faithfulness to his covenants.”³⁷ Similarly, Andersen and Freedman comment on God’s wrath toward covenant disobedience noting that, “The punishment is not an expression of a broken relationship. On the contrary, it is enforced within the relationship; punishment maintains the covenant.”³⁸ Therefore, as with the

³⁶ See, for example, Gen. 21:27; Exod. 2:24; Lev. 26:42; 2 Kgs. 13:23; 1 Chr. 16:16; Ps. 105:9; Acts 3:25; and Acts 7:8.

³⁷ Ralph Alexander, *Ezekiel* in *The Expositor’s Bible Commentary*, vol. 6 (Grand Rapids: Zondervan, 1986), 818.

previous examples, these eight citations fail to demonstrate that biblical covenants in which God participates can be dissolved.

The prophet Zechariah presents the final example (Zech. 11:10-11) cited by Hugenberger. When Israel returned from exile, God implored the people not to act like their fathers had before them (Zech. 1:1-6), because real blessings, Zechariah records, will come only when God's people obey him and walk in righteousness (3:7; 6:15; 7:9-14; 8:14-17). Sadly, however, the people acted as did their ancestors whose behavior had caused them to be exiled (Zech. 7:1-14). The people of Zechariah's day had rejected the pleas of the righteous and consequently, writes the prophet, the Lord would withhold his covenant protection if there was no repentance (Zech. 11:10) — that is, God would “break” his covenant. Did the Lord, therefore, dissolve the covenant he had made? Certainly not, as the last three chapters of the book present an eschatological picture of God pouring out his grace upon the nation in the end times (12:10-14:11). Once again, far from dissolution, God's judgment demonstrates his faithfulness to the covenant.

In addition to the fourteen examples cited by Hugenberger, we surveyed every example of *berith* in the Old Testament (267 examples), as well as of *diatheke* and *suntheke* in the New Testament (34 examples), and were unable to discover a *single example of a dissolved covenant in which God participated*. Like the language used to describe the nature of biblical covenants, the manner in which covenants are established, and the way in which God deals with covenant violations, the absence of any dissolved covenants in which God participates provides evidence that points to the indissoluble nature of biblical covenants.

Conclusion

In this article, we have sought to call attention to various scriptural clues that we believe point to the indissoluble nature of covenants in which God is a participant. We have noted that the language used to describe the nature of biblical covenants, the manner in which biblical covenants are established, and the way in which God deals with violations of biblical covenants all point to the enduring nature of these covenants. We are convinced that this evidence, coupled with the absence from Scripture of any dissolved covenant in which God is a participant, provides evidence that points to the permanence of biblical covenants.

If the materials marshaled in this introductory study are accurate, we believe that their potential for influencing our understanding of the institution of marriage is great. While there is certainly more work to be done, such as proving the covenantal nature of marriage (cf. Gen. 2:24; Prov. 2:16-17; Mal. 2:10-16), proving that God is a part of nuptials (Gen. 2:23-24; Matt. 19:6), and exegetically handling the so-called “exception

³⁸ Francis Ian Andersen and David Noel Freedman, *Hosea* in Anchor Bible Commentary, vol. 24 (New York: Doubleday, 1980), 221.

clauses” in Matthew’s Gospel (cf. Matt. 5:32; 19:9), it is our hope that this study will contribute to the church’s understanding of marriage and divorce, as well as the nature of biblical covenants.