

SECURED TRANSACTIONS AND PERSONAL EXEMPTIONS, Part 3 On Habakkuk 2:6-7; Job 22:6; 24:3,9

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In part 2 of this series, I concluded from references to Amos (a prophet to the people of Israel in the land of Israel), Ezekiel (a prophet to the people in exile), and Proverbs that the limitations provided by the Law of God with respect to secured transactions applied to the Old Testament society of Israel regardless of a substantial lapse of time and regardless of their dislocation from the land of Israel. Now I want to examine two remaining texts to see if there is any indication from Scripture about whether the biblical restrictions on the pledge of necessities apply to societies other than ancient Israel.

Habakkuk's ministry took place in the Southern Kingdom of Judah before its fall to Babylon. He was a contemporary of Jeremiah. The book is unique because in it Habakkuk nowhere prophesies to the people. Rather, it is an account of his dialog with God. Like the people of his day, we too can "listen in" on this dialog and draw some conclusions. Habakkuk 2:6-7 contains words of comfort to Habakkuk, who wept over what God was going to do to Judah by means of the Babylonians. Habakkuk had begun his dialog in 1:2-4 by asking what God intended to do about injustice in the land. Habakkuk mourned, however, when God told him in 1:5-11 that he was going to send the Babylonians to punish Judah. God ultimately told Habakkuk that disaster would overtake Babylon for, among other reasons, taking an inordinate amount of goods in pledge from conquered nations who, in turn, would rise up and turn Babylon itself into war booty. From this we can draw the conclusion that excessive pledge taking violates God's general standards of human conduct, not simply a specific statute for Israel.

The references in Job are even clearer. In the course of Job's discussion with his friends (Job 22:6), Eliphaz charges that God must be punishing Job because of specific sins, including taking a pledge when not necessary. This reference in Job is important because whoever Job was, he was not a member of the society of ancient Israel; he did not live in the land of ancient Israel, and he was not directly subject to the Law of ancient Israel. Yet, Eliphaz and Job knew that such conduct was wrong. In Job 24:3,9 Job complains of the evil acts which men commit, including taking pledges of necessities of life from a widow and unnecessary pledges from the poor.

These texts taken together convince me that some limitations on freedom of contract are part of God's law for the nations, not only for the people called after his name. Such restrictions must be grounded in our nature as beings created in the image of God. As images of God, we should be free from actions that would subvert our very lives. Personal exemptions, and restrictions on

remedies on default, fall into the category of preservation of life. We are no freer to commit suicide than we are to agree to deliver the very means of our subsistence to a creditor.

There are two corollaries to this conclusion. First, any personal exemptions should relate to the preservation of life and means of existence in a basic sense, they should not reward those who likely have more than sufficient other means of support. Second, the society of God today (i.e. the church) has an affirmative obligation to meet the needs of those who cannot otherwise do so. No one should be put to the *Hobson's Choice* of pledging his or her very means of support in order to live.