

BILATERAL ALLIANCES IN THE
PATRIARCHAL NARRATIVES

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The significance of the covenant theme for a comprehensive understanding of Old Testament history and theology is indisputable. The numerous scholarly attempts that have been made toward controlling biblical data relating to the covenant demonstrate both the relative success and the current status of Old Testament covenant studies. The purpose of the writer in approaching this study is to examine the foundational ideology behind the covenant metaphor by considering some of the covenants established between men during the early patriarchal period.

At the outset an attempt has been made to establish a standardized classification of terms used to describe the different levels of legal alliances which are found in the Old Testament. Covenant, treaty, contract, etc., are assigned definitions reflecting the nature and content of these agreements. The concept of vassalage is then considered with examples from the biblical text supplied which illustrate such legal relationships.

In an attempt to observe proper methodology, a model is then presented for purposes of analysis and comparison. The alliance established between Jacob and Laban (Gen 31:44-54) furnishes this study with a breadth of terminology and rites all relating to the covenant metaphor as it is found in the Old Testament. A brief consideration is given to both the etymology and semantic range of the standard phraseology employed for one to initiate a covenant along with other pertinent terms and idioms. The constituent parts of the alliance such as the oath ceremony and the covenant meal are also given due consideration as well as other somewhat peripheral elements such as legal witnesses and the court motif.

The covenant was a legal norm employed by both Israel and her environs. Using the existing conceptual language and literary norms of that day, God communicated the infinite truths of His attributes and the nature of His relationship with Israel by means of the covenant metaphor. The study then is based on the assumption that the recipients of God's revelation in the patriarchal period and thereafter had at least a rudimentary understanding of the current legal terminology and judicial procedures. In fact such an understanding was expected of the same individuals in order to grasp the message.

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ABBREVIATIONS

AB	Anchor Bible
AJA	American Journal of Archaeology
Akk.	Akkadian
ANE	Ancient Near East
ANET	J. B. Pritchard, ed. <u>Ancient Near Eastern Texts.</u>
AS	Asbury Seminarian
BA	Biblical Archaeologist
BASOR	Bulletin of the American Schools of Oriental Research
BDB	F. Brown, S. R. Driver, and C. A. Briggs, <u>Hebrew and English Lexicon of the Old Testament.</u>
BHS	Biblia hebraica stuttgartensia
Bib	Biblica
BSac	Bibliotheca Sacra
BZ	Biblische Zeitschrift
CAD	The Assyrian Dictionary of the Oriental Institute of the University of Chicago
CAH	Cambridge Ancient History
CBQ	Catholic Biblical Quarterly
GKC	<u>Gesenius' Hebrew Grammar</u> , ed. E. Kautzsch, tr. A. E. Cowley.
Heb.	Hebrew
HS	Hebrew Studies
HTR	Harvard Theological Review

HUCA	Hebrew Union College Annual
ICC	International Critical Commentary
IEJ	Israel Exploration Journal
Int	Interpretation
ISBE	International Standard Bible Encyclopedia
JAOS	Journal of the American Oriental Society
JBL	Journal of Biblical Literature
JCS	Journal of Cuneiform Studies
JNES	Journal of Near Eastern Studies
JNSL	Journal of Northwest Semitic Languages
JRH	Journal of Religious History
JSOT	Journal of the Study of the Old Testament
JSS	Journal of Semitic Studies
KB	L. Koehler and W. Baumgartner, <u>Lexicon in Veteris Testamenti libros.</u>
LXX	Septuagint
NASB	New American Standard Bible. (All Scripture citations taken from this version unless otherwise so indicated.)
OT	Old Testament
SAJT	Southeast Asia Journal of Theology
SBLDS	SBL Dissertation Series
TDNT	G. Kittel and G. Friedrich (eds.), <u>Theological Dictionary of the New Testament.</u>
TDOT	G. J. Botterweck and H. Ringgren (eds.), <u>Theological Dictionary of the Old Testament.</u>
TWOT	R. Laird Harris, Gleason L. Archer, Jr., and Bruce K. Waltke (eds.), <u>Theological Wordbook of the Old Testament.</u>
VT	Vetus Testamentum

WTJ Westminster Theological Journal

ZAW Zeitschrift für die alttestamentliche Wissen-
schaft

INTRODUCTION

A growing appreciation for the OT covenant is reflected in the flood of journal articles and books written on this subject during the last two decades. A large portion of this enthusiasm is probably due to the increasing awareness of the fact that the covenant is an effective tool for Bible study.¹ An understanding of the covenant concept is in fact essential to an interpretation of OT passages if one is to grasp the relationship of Yahweh and his covenant people.

Using the existing conceptual language and literary forms, the Lord communicated the infinite truths of His attributes and the nature of His relationship with Israel to that nation. A clear understanding of legal terminology and judicial procedures was expected of the original audience to whom the OT was written. The use of legal imagery in the form of metaphor was unquestionably the best way to portray the otherwise enigmatic truths of divine revelation. A study involving such terminology and legal ideology is not without its drawbacks.

The English word covenant comes from the Latin

¹Kamol Arayaprathep, "An Effective Tool in Bible Study," SAJT 18:1 (1977):21.

covenire and embraces a variety of agreements: convention, compact, treaty and contract are but a few of the ways in which it is understood.¹ English terminology is perhaps one of the greatest problems in a study such as this. The OT presents different levels of relationships yet it seems that there currently exists no standard terminology for the classification of these levels. What one individual calls a treaty another calls a contract.

A second problem involves the methodology of research which employs the use of comparative ANE materials. Negative reactions to such an approach usually stem from an exposure to studies where the ANE materials have been used to impose extraneous ideas upon the biblical text. The writer is of the opinion that an entire biblical perspective can only be attained by recapturing the conceptual language and literary norms which the OT peoples were expected to understand. Any use of extra-biblical sources should serve to establish the life situation and this exclusively for the purpose of elucidating a specific passage.

The purpose of the writer is to consider the typical legal agreement which was established by men during the patriarchal period. The alliance contracted between Laban and Jacob in Genesis 31:44-54 will suffice for a model in this study. The use of the word model should not

¹J. Barton Payne, The Theology of the Older Testament (Grand Rapids: Zondervan Publishing House, 1962), p. 79.

imply that all of the alliances of that particular day were identical in structure. The Genesis passage is merely a good example of such agreements. In order to correctly understand the events of this passage, other OT passages will also be drawn in for consideration. The methodology employed will be exegetical yet the emphasis of discussion will be placed upon the alliance and its constituent parts. Comparative materials and cognate terminology will also be considered for purposes of gaining the entire biblical perspective which was previously mentioned. It is the desire of the writer that through this study he will have gained a great appreciation for the Scriptures and his relationship with God.

CHAPTER I

LEGAL AGREEMENTS IN SCRIPTURE:

AN APPROACH TO THE STUDY

Commonalities Affirmed in the ANE

Recognition of Cultural Norms

That the treaty form was a legal medium shared by the peoples of the ANE is an uncontested assumption. Common formulations and idiomatic expressions relating to the treaty have surfaced in nearly all of the ancient societies where epigraphical materials have been discovered.¹ This is not to suggest that Israel employed the use of the treaty concept and added no special characteristics of its own.² The covenant idea as it was utilized by God in the Old Testament is also unique to that particular relationship.³ Nevertheless, in spite of the fact that each of the covenants made by Yahweh with His people reflect a distinct cultural milieu there are elements

¹M. Weinfeld, "Covenant Terminology in the Ancient Near East and Its Influence on the West," JAOS 93:2 (April-June 1973):192. Weinfeld contends that a common terminology can be traced through Mesopotamia, Syro-Palestine, Anatolia, Greece and Rome commencing at a very early date.

²Klaus Baltzer, The Covenant Formulary (Philadelphia: Fortress Press, 1971), p. 7.

³David N. Freedman, "Divine Commitment and Human Obligation," Int 18:4 (October 1964):420.

common to all. The same can be said for the treaties of the ANE in contrast to those characteristics of the OT. A brief example is seen in the fact that for many years Israel's Covenant with their God (man with deity), was considered unique to that nation.¹ The recent discovery of a Phoenician inscription describing an "eternal covenant" (בְּרִית עוֹלָם) with the god Assur has refuted this notion.

An incantation for Atta, the goddess, Ssn son of Pidrisisa, the god, and for the strangler of lambs. The house I enter, do not enter, and the court I tread, do not tread. Assur has established an eternal covenant with us. All the sons of the gods have established with us and the leader of the council of the holy ones. A covenant of heaven and earth, forever. A covenant of Baal, Lord of the earth.²

Need for a Comparative Study

In spite of the fact that Israel was no slave to the literary forms of the ANE treaties,³ there do exist many striking similarities between the forms and the language of the epigraphical materials of God's people and those of their environs.⁴ Of what value then does a

¹TDOT, s.v. "בְּרִית," by M. Weinfeld, 2:278.

²Ziony Zerit, "A Phoenician Inscription and Israelite Covenant Theology," IEJ 23:2-3 (1977):118. Zerit asserts that this inscription may be taken to indicate that by the seventh century Israel was no longer unique in perceiving and expressing their relationship with God in covenant forms and terminology.

³James Muilenburg, "The Form and Structure of Covenantal Formulations," VT 9:4 (1959):359.

⁴Otto Eissfeldt, The Old Testament: An Introduction,

comparative study have in understanding the OT covenant concept? In the recording of His revelation, God utilized certain cultural norms, often in the form of imagery, to communicate concisely the nature of His relationship to Israel. The covenant as it appeared couched in treaty terminology and form was but one of these motifs. A clear understanding of this imagery is obscured, however, by the fact that the OT preserves narratives only about covenants and covenant ceremonies, not covenant texts themselves. Consequently, what the reader does find recorded in the Scriptures are accounts of what happened when a covenant was "made, renewed or broken."¹ To further complicate matters, it must be recognized that the covenant idea is found in passages where specific covenants are not even mentioned. So central was the covenant to the thinking of the prophets and their hearers that it was not essential for them to refer to a specific covenant by name. This would also indicate that a correct understanding of the covenant concept is essential in

(New York: Harper and Row, 1965), p. 19. Charles Fensham maintains that from the second half of the Second Millennium to the first half of the First Millennium the form and language of both Near Eastern and OT treaties are too similar in structure to be a mere coincidence. F. Charles Fensham, "Maledictions and Benedictions in Ancient Near Eastern Vassal-Treaties and the Old Testament," ZAW 74 (1962):1.

¹Delbert R. Hillers, Covenant: The History of a Biblical Idea (Baltimore: The Johns Hopkins University Press, 1969), p. 46. For further consideration concerning the nature of this problem and some proposed solutions, see: Gene M. Tucker, "Covenant Forms and Contract Forms," VT 15 (October 1965):495.

order to attain an accurate comprehension of the passage which is under consideration.¹ Information is implicit in many of the prophetic books which requires at least a rudimental grasp of the OT covenant concept.²

In light of the foregoing discussion, it would seem that there is much to gain from a study where the biblical text is used as the controlling factor. Other literature current to the period in which God's revelation was given, can be employed only for use of elucidating culturally obscured covenant passages.³ The number of

¹D. J. McCarthy, Old Testament Covenant (Atlanta: John Knox Press, 1972), p. 14.

²For further treatment of the significance of implicit information in Scripture see: John Beekman and John Callow, Translating the Word of God (Grand Rapids: Zondervan Publishing House, 1974), pp. 46-47. Hillers maintains that we may say in advance that we are apt to miss much more if we look only at those texts where the term "covenant" occurs. Hillers, Covenant: The History of a Biblical Idea, pp. 4-5.

³Hillers, p. 5. In relation to this assumption, Thompson has concluded that sufficient detail has been preserved in other documents of the entire OT period to enable students to form some idea of the literary structure of the covenant. J. A. Thompson, The Ancient Near Eastern Treaties and the Old Testament (London: The Tyndale Press, 1964), p. 10. Based on comparative literary evidence, Weinfeld sets forth the following parallels in terminology taken from both the OT and other contemporary literature: (1) The similarity in idioms is too great to enable the supposition of independent growth; (2) The fact that most of the idioms sprang up in the middle of the second millennium, the time when international relations on a global scale started to crystalize; (3) Besides the common vocabulary, some common phrases and covenantal customs of a peculiar character may be discerned, which can by no means be the result of an independent creation. M. Weinfeld, "Covenant Terminology in the Ancient Near East," pp. 197-198.

these in both testaments, however, is immense. With regard to methodology in interpreting OT covenant passages, it must be maintained that meaning is culturally controlled. One has no guarantee that a treaty rite employed by one culture has the same meaning in another. Terminology seems to deviate from this principle in that it is more nearly static. It is for this very reason that the writer has opted for an approach to this study which places an emphasis on comparative terminology, form and meaning.¹ The apparent misuse of comparative studies in no way surpasses their value for OT exegetical methodology. Concerning the apparent taboo often placed upon form analysis, one conservative scholar has stated: "A good understanding of the literary forms of the biblical period is the first step toward precise and accurate exegesis."²

Concerning form, there appears to be one other area requiring caution when pursuing the form critical approach. Not only do the meanings of covenant rites and ceremonies vary from one culture to another, but

¹George E. Mendenhall, "Puppy and Lettuce in Northwest Semitic Covenant Making," BASOR 133 (February 1954): 28. In his discussion, Dr. Mendenhall concludes that "the most tenacious is form and after that function, and therefore, it is most precarious to reason that because a specific meaning is attested in one culture, therefore the similar ceremony must have the same meaning in another" (p. 28). It should be noted that while Dr. Mendenhall's statements concerning methodology are quite acceptable, his translation of menanum and hassum as puppy and lettuce is now rejected by most scholars.

²J. Carl Laney, "The Role of the Prophets in God's Case Against Israel," BSac 138:552 (October-December 1981): 324.

evidence is quite substantial which points toward an evolution in form.¹ There seems to be a significant difference in the form between the late second millennium and the treaties of the first millennium B.C.² To what can this change be attributed as it occurred within the individual societies of this period? It has been suggested that not enough consideration has been given to the Sitz im Leben of each covenant relationship.³ The Old Testament shares the same distinctiveness in its treaties. No two covenants, whether unilateral or bilateral are identical.⁴ The manner in which an agreement was bound was relative to the nature of that current life situation which in many cases seems to have permitted some freedom for personal creativity.⁵

¹Mendenhall, "Puppy and Lettuce in Northwest Semitic Covenant Making," p. 28.

²K. A. Kitchen, Ancient Orient and the Old Testament (Chicago: Inter-Varsity Press 1966), p. 91.

³Hillers, Covenant: The History of a Biblical Idea, p. 6. The author argues that "the form and intention of an alliance are aspects determined by a particular society at a particular time." Baltzer also maintains that all of the treaties exhibit a cultural distinctiveness. "The treaties give the impression of having been reworked in each case to conform to the special situation for which they are framed. Despite the formation to be expected in a legal document, they exhibit striking variations in the use of literary and stylistic resources." Baltzer, The Covenant Formulary, p. 10.

⁴Freedman, "Divine Commitment and Human Obligation," p. 420.

⁵Hillers, p. 6.

Alliances Preserved From Ancient
Oriental Cultures

Stimulus for Alliance Development

Perhaps the earliest extant treaty known to epigraphical researchers today is the so-called Stele of Vultures "which records a treaty made between Eannatum of Lagash and Uruk."¹ No doubt the covenant idea reaches back much further in the history of human legal affairs. At the outset of the postdiluvian period, God established a בְּרִית with Noah, which would seem to be the earliest mention of the covenant, historically speaking (cf. Gen 6:18). Subsequent to the second half of the third millennium B.C., the treaty was being readily used among Sumerian states.² With the progression of society and political structure came the need to maintain a peaceful continuance and co-existence between even the most undeveloped social groups.³ The treaty concept did suffice for this need.

¹Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 9. This treaty was recorded approximately 2500 B.C. as Eannatum sought to impose certain restrictions on the recently conquered Umma. Another treaty dating approximately 2291-2255 B.C. between Naram-Sin of Agade and an Elamite king, is clearly an early vassal treaty which includes many of the elements which characterize the latter treaties of the first millennium such as divine witnesses and obligations. The conception of the treaty seems to have remained much the same from earliest times. Dennis J. McCarthy, Treaty and Covenant (Rome: Pontifical Institute Press, 1978), p. 141. Details of the arrangement, however, vary from treaty to treaty. Freedman, "Divine Commitment and Human Obligation," p. 420.

²Ibid.

³J. A. Thompson, "The Near Eastern Suzerain-Vassal Concept in the Religion of Israel," JRH 3 (1964):1.

Perhaps the cliché "necessity is the mother of invention" might best depict the popularization of the treaty. Any need for a legally binding oath in economic, political or religious affairs would unquestionably necessitate the treaty form.¹ At this state in the process there is a multiplicity of documents available for study, many of which have not even been translated.² These would seem to indicate that the treaty was much more than an isolated notion. Current evidence leans much to the contrary.

Implications for the Patriarchal Period

Indeed Israel was not a nation isolated from all others but was merely another part of an ANE continuum. When the patriarch found need to establish a formal agreement they merely utilized the cultural norms of their day.³ So prevalent was the treaty idea that when God sought to communicate the nature of His relationship to Israel, He employed the treaty motif with its attendant imagery and terminology.⁴ As Israel came onto the scene in the first half of the second millennium B.C. (roughly 2000-1600), Abraham was of northwestern semitic

¹Martin J. Buss, "The Covenant Theme in Historical Perspective," VT 16 (October 1966): 503-504.

²Otto Eissfeldt, The Old Testament: An Introduction (New York: Harper and Row, 1965), p. 17.

³Personal conversation with Dr. David Owen, Professor, Cornell University, Ithaca, NY.

⁴Hillers, Covenant: The History of a Biblical Idea, p. 5.

residence.¹ The people of his environs conceived of the treaty in such a way that it was woven into their very fabric of life. Treaty phenomena was employed, even at that time on a personal, interstate and international level.² The contractual character of the treaty made it applicable to all stratum of the then existent social structure. But what then was the distinction, if any, between contracts, covenants, treaties, etc.?"

Classifications Required For Discussion

Promissory Oaths and Assertory Oaths

It has been asserted that the treaty form as it was employed by the Hebrews was the mark of a cultural heritage shared by the ANE.³ The basic and rudimental form of a treaty, contract, or covenant is the oath. All other ceremonies, rites, etc., implemented with the oath are merely peripheral. It is the oath that binds the two parties to their initial agreement. The oath concept itself may be subdivided into two categories: promissory and assertory.⁴ An assertory oath was used by the ancient

¹John Bright, A History of Israel, 2nd ed. (Philadelphia: The Westminster Press, 1973), p. 47.

²Thompson, "The Near Eastern Suzerain-Vassal Concept in the Religion of Israel," p. 1. McCarthy, Treaty and Covenant, p. 157.

³Kitchen, Ancient Orient and the Old Testament, p. 87.

⁴Gene M. Tucker, "Covenant Forms and Contract Forms," VT 16 (1965):491. An older but perhaps more thorough dealing of the two major types of oaths may be found in an article written by John A. Wilson, "The Oath in Ancient Egypt," JNES 7 (July 1948):129-156.

court of law to establish the innocence of an individual by his own testimony or by that of a witness.¹ This usually involved the recitation of a conditional self curse in which situation the defendant pledged his life, health, or most valued possessions. The Scriptures are replete with examples of this particular kind of oath.² The assertory oath was commonly utilized in both criminal and civil procedure with regard to present or past activity. In a similar yet distinct vein, the promissory oath was comprised of a vow to carry out or refrain from some type of activity in the future.³ One common usage of the promissory oath was in everyday business dealings.

Contracts and Treaties

It is primarily the sphere of activity or Sitz im Leben which distinguishes between contracts and treaties. Contracts are "private legal and economic agreements"⁴ which employ the promissory oath type for coercion in the case of infidelity. Treaties are developed on the political level as opposed to the economic, yet according to one writer they need not be international. Contracts seem

¹Tucker, "Covenant Forms and Contract Forms," p. 491.

²Compare: Exod 22:9-10; Num 5:11-31; Deut 21:1; 1 Kgs 8:31-32.

³John A. Wilson, "The Oath in Ancient Egypt," JNES 7:3 (July 1948):129.

⁴Tucker, "Covenant Forms and Contract Forms," p. 487.

⁵George E. Mendenhall, "Law and Covenant in Israel and the Ancient Near East," BA 17 (May 1954):49. In a book

to have been more thing oriented whereas treaties were more politically oriented.¹ There is sufficient evidence to substantiate the notion that many, if not all treaties were international.

All treaties can be subdivided for clearer classification. From the latter half of the third millennium B.C. there have existed two basic types of treaties. Using the terminology coined by Victor Korosec,² Thompson argues for "a kind of parity treaty between states of more or less equal status and also a treaty imposed by a victorious ruler on a defeated enemy, a kind of suzerainty treaty."³ Due to the fact that the treaty is the focus of this study, the writer will refrain from further discussion of treaties per se until the basis of this study is established.

with the same title the author contends that Babylon and Assyria among other early cultures had specialized forms for both treaties and contracts. George Mendenhall, Law and Covenant in Israel and the Ancient Near East (Pittsburgh: Biblical Colloquium, 1955), p. 27.

¹Elmer A. Martens, God's Design: A Focus on Old Testament Theology (Grand Rapids: Baker Book House, 1981), p. 73.

²Victor Korosec, Hethitische Staatsvertrage (Leipzig: Leipziger rechtswissenschaftlichen Studien, 1931), p. 60.

³Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 9. Concerning the latter type, the victorious suzerain often chose to retain the national ruler of a conquered nation. This could be accomplished by giving the country the status of a vassal kingdom or a province. If the first proved unworkable it was replaced by the second. There were different degrees of international integration in a given country. Edward Lipinsky, Studies in Aramaic Inscriptions and Onomastics (Leuven, Belgium: Leuven University Press, 1975), p. 35.

Covenants and Treaties

One further distinction must be made concerning the form and function of ANE legal agreements. Even though greatly hampered by English terminology, a distinction should be made concerning treaty and covenant. At best only a minor distinction exists between these two forms. Covenant as it is used by the majority of writers, refers to any agreement or compact binding persons together. In contrast, treaty indicates a compact between nations.¹ Therefore, according to McCarthy's distinction, it is not so much literary genre which is under consideration as it is the sphere of life or Sitz im Leben. Individuals make covenants and nations make treaties. One writer correctly assesses the problem in his statement "applying modern words to ancient facts is out of place."² The same author assigns a totally different criterion to the distinction between covenant and treaty. McCarthy asserts, "I have used 'treaty' when speaking of the non-biblical texts; when treating of biblical things I have used 'covenant' as is customary in speaking of the Old Testament."³ The confusion of terminology is evident.

¹McCarthy, Old Testament Covenant, p. 12. Unfortunately McCarthy's standardized terminology is not employed by all researchers in this field. His personal view is found in the ensuing pages.

²McCarthy, Treaty and Covenant, p. 9.

³*Ibid.*, p. 10.

Parity and Suzerainty

Having rejected the notion that the OT covenant is a later development retrojected back into the patriarchal narratives¹ the writer contends that the legally minded descendants of Abraham recognized and used the b^erîth.² For purposes of both clarification and comparison, the two basic classifications of treaties must be considered prior to approaching the OT Scriptures.

In contrast to the previously defined parity treaty, a number of extra-biblical texts seem to reveal legal forms between a superior and a lesser power, in which the latter was committed to the former.³ German scholars have assigned the term "suzerain" to the former and "parity" to the latter.

Unilateral and Bilateral

More recent scholarship has devised another means of distinguishing the two distinct types of treaties. This system of classification is based specifically on the authority structure found in the individual treaties. A

¹Bright, The History of Israel, p. 141.

²I. Mendelsohn, "Authority and Law in Canaan-Israel," JAOS 74:3 (July-September 1954):27. One writer argues that the Covenant Code was regarded as Israel's early expression of the law as it utilized previously existent Mesopotamian law. Compare also: Ludwig Dewitz, "The Torah in Light of the Time in Which it was Given," Crux (March 1981):27.

³Meredith G. Kline, Treaty of the Great King (Grand Rapids: William B. Eerdmans Publishing Company, 1963), p. 14.

unilateral treaty relationship depicts a situation in which the seigniorship is not shared but one-sided.¹ Conversely, the bilateral alliance relationship is one where the authority is shared. The latter is obviously comparable to the parity treaty whereas the former, unilateral compact, is comparable to the suzerain.

Distinctions Made Between Alliances

Suzerain Alliances

Whereas the parity agreements were formulated between nations, tribes and individuals of equal status,² the suzerain treaties were imposed by powerful kings on their vassals who were expected to comply to the stipulations.³ These stipulations were in essence particularized demands, wishes or obligations which were imposed by the suzerain.⁴ The coercive element, then, which usually

¹McCarthy, Treaty and Covenant, p. 43. The relationship need not be conceived of as the brute and the abused. Conversely, the obligation to friendship was commonplace in this type of treaty since the vassal is to love the lord as he does himself and the lord is to be a friend to the vassal and to take him to his heart and love him as he does himself. Further, "it was not just a matter of peaceful coexistence but of helpful togetherness of king and vassal which determined the conduct of the latter at important points." Walter Eichrodt, "Covenant and Law," Int 20 (January 1966):309.

²D. J. Wiseman, "The Vassal Treaties of Esarhaddon," Iraq 20 (1958):27.

³Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 12.

⁴Erhard Gerstenberger, "Covenant and Commandment," JBL 84 (March 1965):42.

kept the vassal nations in proper obedience to the suzerain was the treaty. This not only entailed a firm commitment of national obedience but also the obligation to report a rebellious word or act by a foreign nation. Subsequent to reporting such rebellion, the vassal must then take immediate military action against the rebel with or without the aid of the suzerain.¹

Only a cursory but essential consideration will be given to this particular aspect of the suzerain treaty, and this is due only to its close relationship to the parity treaty. Anterior to the discussion of parity this will serve as a basis for comparison in this study.

Initiation

As the need arose, it was the suzerain who initiated the treaty. In many instances this would necessitate a recall of former favors in order to insure the loyalty of the vassal.² This placed the vassal in a position of required faithfulness as one of the essential stipulations of vassal treaties was "the fidelity of the vassal to the great king."³

¹F. Charles Fensham, "Clauses of Protection in Hittite Vassal-Treaties and the Old Testament," VT 13 (April 1963):135. Freedman elaborates concerning the implications of covenant violation as it relates to Israel's covenant with Yahweh. Freedman, "Divine Commitment and Human Obligation," p. 428.

²Joseph A. Fitzmyer, The Aramaic Inscriptions of Sefire (Rome: Pontifical Bible Institute, 1967), p. 123.

³Lipinsky, Studies in Aramaic Inscriptions and Onomastics, p. 35. This fidelity in many instances required

Vassalage

In the Assyrian treaties, a number of which were contracted "before the Biblical Book of Kings,"¹ the vassal status was not comprised merely of captured countries. All peoples under the authority of the king were his vassals "whether members of his own court and country, or territories subservient to him."² Indeed, the covenant was implemented by Israel as a basis of kingship³ and was evidenced in the regal coronations of David and Rehoboam (cf. 2 Sam 5:3).⁴ In the case of Israel, the enthronement

the vassal's cooperation in the following: To open the strongholds on the frontier to the garrisons of the great king; and to lodge them at his own expense; to keep away from all foreign policy and not wage war on his own initiative against an enemy country, or another vassal of the great king, or against a rebel within his own land. Likewise, a vassal is forbidden to harbor a fugitive from his land." Jehosua M. Grintz, "The Treaty of Joshua with the Gibeonites," JAOS 86:2 (April-June 1966):115.

¹William H. Hallo and William K. Simpson, The Ancient Near East: A History (New York: Harcourt Brace Jovanovich, Inc., 1971), p. 116.

²Lipinsky, p. 116. Compare also: Dennis J. McCarthy, "Covenant in the Old Testament: The Present State of Inquiry," CBQ 27 (1965):220. Here the writer contends that with the emergence of the monarchy and the king's court a great deal of tension arose between the laws of civil structure and those of the covenant.

³S. H. Hooke, ed. Myth, Ritual and Kingship (Oxford: The Clarendon Press, 1958), p. 210.

⁴Abraham Malamat, "Organs of Statecraft in the Israelite Monarchy," BA 28:2 (May 1965):35. In the two previously named regal coronations, negotiations with the representative body of the people were anterior to the concordat enactment. One writer asserts that this was a time of juridical as well as emotional attachment. McCarthy, Treaty and Covenant, p. 43.

of a new king was a solemn yet jubilant occasion as the king received his regal authority via the medium of the covenant.¹

One question that comes to mind in attempting to comprehend the suzerain-vassal relationship is whether or not the vassal held the option of rejecting the suzerain's imposition of a treaty. One can speculate, but the heavy restrictions and obligations placed upon the vassal would seem to indicate that he would immediately reject the offer if there was a choice involved. Hence it was probably open "for any vassal to reject the proposal of the great king, although this would have had dire consequences on him."²

Benefits

The main substance of the vassal treaty was generally to the advantage of the suzerain, however, there were certain additional benefits for the suzerain's country such as the economic and military support of the vassal countries.³ This is not to suggest, however, that the vassal's country received nothing in return. Military protection was perhaps the most substantial benefit received by the vassal, especially at a time when the small nations were threatened by the super powers. It was not

¹Mendelsohn, "Authority and Law in Canaan-Israel," p. 29.

²Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 13.

³Ibid.

the norm for one vassal to have two overlords, unbeknown to the latter. Yet, in times of political turmoil, such as under the threatening vanguard of the Sea Peoples, there were such instances of double protection, or appeasement."¹ Other benefits for the vassal may consist of special blessing contingent upon his responsibility to preserve the treaty "document and obey its injunction."²

Subordination

It has been maintained that the aggressive party in the treaty initiation was the suzerain. In the case of the vassal treaties imposed by Esarhaddon, Wiseman contends that the suzerain made the "imposition of certain obligations without agreement by, or benefits to the subordinates."³ This may well be true in the corpus of texts under consideration by Wiseman which were collected from the same locus. It cannot be true of vassal treaties in general. In an Assyrian text which records a treaty between one Šamši-Adad I (1748-1716 B.C.) and a princelet located in the Zagros mountains, evidence is viewed to the contrary. In this treaty both Šamši-Adad (the

¹McCarthy, Treaty and Covenant, p. 98.

²Wiseman, "The Vassal Treaties of Esarhaddon," p. 27. In many treaties the blessings which accompanied the stipulations each had a corresponding curse, thus a system of rewards and penalties served to regulate behavior. Freedman, "Divine Commitment and Human Obligation," p. 428.

³Ibid.

suzerain) and Yašub-Addu (the vassal) exchange oaths;¹
 "he swore an oath to me [Shamshi-Adad]; moreover, I
 swore an oath to him."² While this account may sound
 more like a parity, bilateral treaty, Yašub-Addu is in-
 deed the ruler of a subordinate nation and Shamshi-Adad
 is his suzerain.

Kingship

At the time when a new king would gain ascendancy
 to the throne of a vassal nation this occasion of national
 jubilation was often accompanied by political tension in
 the form of threats from the suzerain.³ Should the new
 vassal king respond submissively he would make trips
 periodically to the suzerain to pay homage and hear the
 treaty reread. After such a session the document was re-
 turned to the king's archive, which was often located in

¹Frank Moore Cross, Canaanite Myth and Hebrew Epic
 (Cambridge: Harvard University Press, 1973), p. 268.
 Consider also the arguments of Herbert G. Huffmon who
 maintains that the Hebrew yāda, which is attested in many
 cognates, lends strong implications to the presence of
 mutual recognition in suzerain/vassal texts. H. G.
 Huffmon, "The Treaty Background of Hebrew yāda," BASOR
 181 (February 1966):36-37.

²ANET, p. 628.

³For instance, "like letters and presents, visits to
 the suzerain were expected of the vassals in ancient
 Western Asia. When Ibirana, a predecessor of Ammurapi,
 ascended the throne of Ugarit and did not acknowledge his
 vassalage by a visit or by regular messages to the Hittite
 king, the latter was very annoyed. A letter from his son
 to Ibirana rebukes the wayward vassal for these omissions
 and demands the prompt dispatch of messengers with pre-
 sents for his father and himself." Herbert G. Huffmon and
 Simon B. Parker, "A Further Note on the Treaty Background
 of Hebrew yāda," BASOR 184 (December 1966):38.

the temple.¹ In the event of disobedience the vassal was often given the legal status of being virtually non-existent.² In such cases he was regarded as dead and only the Great King (suzerain) could restore life to dead vassals.³ Whether a vassal to another king or not, the new king would call upon his own people to renew their oath of loyalty⁴ to him "since treaties did not automatically continue in force when a new king took the throne."⁵ This secondary level of vassal treaty was conditioned upon the ability of the king, supposedly the strongest member of the nation to care for the widow and orphan, the weakest members of society.⁶ It can thus be concluded that

¹Baltzer, The Covenant Formulary, p. 18.

²F. Charles Fensham, "The Widow, Orphan, and the Poor in Ancient Near Eastern Legal and Wisdom Literature," JNES 21 (April 1962):139. Thus the disobedient vassal was given a position with what was then considered to be the basest members of society: the widow the orphan and the poor. Such people had no rights and no legal personalities.

³McCarthy, Treaty and Covenant, p. 41. "This is a display of the validity of the Great King's power to make or break kings and to intervene in the inner affairs of vassal states." Ibid.

⁴Wiseman, "The Vassal Treaties of Esarhaddon," p. 9.

⁵Delbert R. Hillers, "A Note on Some Treaty Terminology in the Old Testament," BASOR 176 (December 1964):47.

⁶Helmer Ringgren, Religions of the Ancient Near East, trans. John Sturdy (Philadelphia: The Westminster Press, 1973), p. 39. See also Michael D. Coogan, Stories From Ancient Canaan (Philadelphia: The Westminster Press, 1978), p. 27. Coogan maintains that the virtuous king sits at the entrance to the city gate in order to preside over legal cases involving widows, orphans and others. Biblical parallels to this aspect of kingship may be seen in King Solomon's request for wisdom to judge the people (1 Kgs 3:9; 2 Chr 1:10) and also in Isaiah's prophecy of

there were various levels of vassal treaties being practiced at the time when Israel entered the land of Canaan as a nation. The form of these treaties was not altogether different in each case as had been previously contested.¹

In many situations the covenant was a mere formality such as with Ugarit at the end of the thirteenth century. At this time in the political history of that

the Messiah who will with righteousness "judge the poor" (Isa 11:4), in contrast to the wicked rulers of Judah who do not defend the orphan nor hear the widow's plea (Isa 1:23).

¹Many writers argue for the position of Hittite supremacy in the treaty form: Thompson, "The Ancient Near Eastern Treaties and the Old Testament," p. 10; Wiseman, "The Vassal Treaties of Esarhaddon," p. 28; Baltzer, The Covenant Formulary, pp. 15-16. This may well be an over exaggerated assumption as much work remains to be done in the area of textual translation and archaeological finds. Baltzer's conclusion is based on only 15 treaties (p. 9). The standard Hittite form is as follows:

1. Preamble or title--identification of the author.
2. Historical prologue--previous relations between the two parties.
3. Stipulations--obligations laid upon the vassal by the suzerain.
4. (a) Deposition of a copy of the covenant in the vassal's sanctuary.
(b) Periodic public reading of the covenant to the people.
5. Witnesses--a long list of gods involved to witness the covenant.
6. (a) Curses if the covenant is broken.
(b) Blessing if the covenant is kept.
7. A formal oath of obedience.
8. An accompanying solemn ceremony.
9. A formal procedure for acting against rebels.

Kitchen, Ancient Orient and the Old Testament, p. 93. Also note: McCarthy, Old Testament Covenant, p. 12 and Treaty and Covenant, pp. 51-52, for further discussion on treaty form.

coastal town¹ its status as a vassal of Hatti was only nominal.² From this and other such instances it can be ascertained that in times when one nation would rise up militarily above many others, vassal treaties were more numerous. In contradistinction, at times when there were no super powers, fewer vassal treaties were made.³ A good illustration of this phenomena is seen in David's rise to kingship. As the Davidic rule began, the country was divided and extensively controlled by the Philistines. In time, the kingdom was united under one capital which was located at Jerusalem⁴ and David as king was initiating vassal treaties with his environs.⁵

Classification

It has been maintained by the writer that the classification of legal materials according to form has presented some perplexing problems. At the outset,

¹Margaret S. Drower, "Ugarit," in CAH 3rd ed., ed. I. E. S. Edwards, vol. 2 (Cambridge: Cambridge University Press, 1968), p. 3.

²Michael C. Astour, "New Evidence and the Last Days of Ugarit," AJA 69:3 (July 1965):255.

³One such instance came with the invasion of Western Asia by the Sea Peoples near the end of the thirteenth century B.C.; ". . . international politics were disrupted and for far-well-nigh five hundred years no great power in the Near East was in a position to impose a suzerain treaty." Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 11.

⁴Leon J. Wood, Israel's United Monarchy (Grand Rapids: Baker Book House, 1979), p. 88.

⁵For instance, cf. 2 Sam 8:2 with Moab; 2 Sam 8:6 with Aram; 2 Sam 8:14 with Edom.

distinctions were made between oaths, contracts, treaties and covenants. In the case of the last two, distinctions are not so clear and definitions vary considerably. Such is the situation with treaties as they are considered as separate legal entities. Rather than perceive the treaty as classified by the two distinct types (viz. parity and suzerain) some view the entire corpus of texts as "one diversified type."¹ Perhaps much of the confusion lies in the criteria which are utilized for classification. If one is to base his conclusion on form alone then it would seem that the "abstract quality"² of the text itself has been overlooked. The opposite extreme is to obliterate any distinction between treaty forms and argue for one treaty type only.³ Due to the fact that there is no specifically fixed vassal or parity form⁴ another basis must be sought. A more measurable criterion appears to be that

¹Gerstenberger, "Covenant and Commandment," p. 39.

²McCarthy, Treaty and Covenant, p. 38.

³After a total re-examination of available texts, G. Kestemont has proposed some startling conclusions concerning treaty form. In short, denying the conclusions of V. Korosec (Hethitische Staatsvertrage) he rejects the notion of vassalage and subordination altogether. In doing so he also argues that there should be no distinction between parity and vassal treaties since they are both more or less parity in character. McCarthy, Treaty and Covenant, pp. 37-38, based on: G. Kestemont, Diplomatique et droit internationale en Asie occidentale (1600-1200 av. J.C.) Lourain-la-Neuve: Publications de l'Institut Orientaliste de Lourain 9, 1974).

⁴McCarthy, p. 44.

"degree and manner of subordination in each situation,¹ along with the degree of dependence one party places on the other.

Parity Alliances

Classifications

The parity treaty "was entered into by equals . . . and it involved perfect reciprocity."² In keeping consistency with some of the previously mentioned classifications, the parity treaty would involve an agreement between nations. As an international agreement it would be implemented by two Great Kings who would claim more or less equal status.³ The term treaty, however, must be reserved for those texts which are international in status. Conversely, the parity form or type may refer to agreements between equals on any number of levels. Some scholars have suggested, based on the evidence of economic texts, that business transactions were carried out in agreements based

¹McCarthy, Treaty and Covenant, p. 44.

²Ibid.

³Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 9. The term parity treaty is used in a much more general sense by some writers, e.g. "A solemn compact or agreement, either between tribes, or nations (1 Sam 11:1; Josh 9:6,15) or between individuals (Gen 21:44) by which each party bound himself to fulfill certain conditions, and was assured of receiving certain advantages." Cyclopedia of Biblical Theological and Ecclesiastical Literature, s.v. "Covenant," by John McClintock and James Strong. Deviations from this definition occur in the unusual alliance phenomena where a kuirwanas or protege was involved. Grintz, "The Treaty of Joshua with the Gibeonites," p. 115.

on the parity form.

Brotherhood

[With you may it be well! With] your house may it be well!
 [With your wife may it be well! With] your [sons] may it
 be well!
 [With your troops may it be well! With] your [hor]ses
 may it be well!
 [With your chariots may it be well! and i]n all your
 countries may it be very well!
 [I have just heard all the words that] my [brother] wrote
 to me, . . . [Why should] I [write to you as thoug]h
 to a subject? That I am your brother you must keep in
 mind.

Ramesses II¹

Brotherhood Defined

This introduces a very significant aspect of the parity relationship which has come to be known as brotherhood. In distinguishing between parity and suzerain treaties (international) one writer suggests, "In the case of the former [parity], an equal would never call himself a slave [as in the suzerain-vassal relationship] of the other party, but rather his brother."² Parity agreement partners were thus bonded together in some type of "quasi-familial"³ relationship which was often fabricated solely for the purpose of forming an alliance.

¹Albrecht Goetze, "A New Letter From Ramesses to Hattusilis," JCS 1:3 (1947):244.

²Charles F. Fensham, "The Treaty Between Israel and the Gibeonites," BA 27 (September 1964):97.

³McCarthy, Old Testament Covenant, p. 33.

Brotherhood Exemplified

In Amos 1:9, Tyre is rebuked for inadvertently violating the בְּרִית אֲחֵים (covenant of brotherhood) which it had at one time sustained with Israel. It appears that Tyre had sold captive Israelites to Edom, perhaps for slave trade. Such maltreatment had caused a breach in the fraternal treaty which had once been initiated with both David and Solomon.¹ The fact that a treaty had existed at one time is clearly seen in 1 Kings 5:12. Referring to Hiram, King of Tyre and Solomon, it is said that "the two of them made a covenant." What then was this concept of brothers?

Brotherhood Explained

The fraternal concept of brotherhood was an integral element in treaties between nations which had no ties of kinship.² In spite of the fact that brotherhood was somewhat of an artificial relationship, this in no way made it any less substantial for the parties involved.³

¹Theo Laetsch, The Minor Prophets (Saint Louis, MO: Concordia Publishing House, 1956), p. 142. Compare also: TWOT, s.v. "בְּרִית," by R. Laird Harris and Bruce K. Waltke, 1:31.

²John Priest, "The Covenant of Brothers," JBL 84 (December 1965):406. So wide-spread and protracted was the concept of brotherhood that it was not only utilized by the ANE but is even seen in Greek literature. In the Iliad (iii:73), the Greek term horkia (corresponding to the Hebrew berit), is used with the term philotete, a term indicating brotherhood.

³Encyclopedia of Religion and Ethics, s.v. "Brotherhood," by P. J. Hamilton-Grierson.

The notion was employed on all levels whether national, tribal, or personal, and the ratification rites which concluded the treaty or covenant varied with time and culture.¹ The span of usage from the early Ramesside period to the time of Herodotus is a clear demonstration of the widespread usage of brotherhood.² So significant was the concept that one writer considers the bond established by the brotherhood or friendship to be primary, with the oaths and symbolic acts protecting it as secondary.³ In the case of treaties or covenants, "a properly ordered relationship was a brotherhood."⁴

Examples

Ahab

In spite of the fact that the OT merely contains

¹For instance the ceremony sometimes consisted of the contract parties drinking each other's blood. As time went on, a mere tasting was sufficient and eventually the blood was just added to bread which was then eaten by the two parties. At a later date the blood of the parties was smeared together on a sacred stone while subsequent to this a substitutionary animal was used and no human blood was shed. Jaroslav Cerny, "Reference to Blood Brotherhood Among the Semites in an Egyptian Text of the Ramesside Period," JNES 14:3 (July 1955):161. This writer accepts the variety of brotherhood rites listed above but the historical progression seems to raise some questions in light of the evidence that some are attested at both early and later dates. Some even exist in primitive cultures today. For examples of present day brotherhood rites consider: H. Clay Trumbull, The Blood Covenant (Kirkwood, MO: Impact Books, Inc., 1975), p. 39.

²Ibid.

³Gerstenberger, "Covenant and Commandment," p. 41.

⁴McCarthy, Treaty and Covenant, p. 32.

narrative and poetry about treaties that were made, there is sufficient evidence that many did exist. Parity treaties were fewer in number than the suzerain,¹ yet are deposited in Scripture. Speaking exclusively of a national type of agreement it appears that both Baasha and Ahab, King of Israel, enacted treaties with Ben-hadad of Damascus (cf. 1 Kgs 20:34ff).²

Saul

Had it not been for some type of international agreement, Saul would have committed genocide upon the Kenites³ in his campaign against the Amalekites (cf. 1 Sam 15:6). It seems quite clear that there existed some type of uniform tradition throughout the OT that a treaty of equals had been maintained in this respect.⁴

Joshua

Of particular interest is the treaty made by Joshua with the Gibeonites in Joshua 9. It appears that what started out being a parity treaty which would insure military aid to the party in need along with mutual peace

¹Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 11.

²Thompson, "The Near Eastern Suzerain-Vassal Concept in the Religion of Israel," p. 6.

³Fensham, "The Treaty Between Israel and the Gibeonites," p. 99.

⁴F. Charles Fensham, "Did A Treaty Between the Israelites and the Kenites Exist?" BASOR 175 (October 1964):52.

enforcement¹ eventually became a suzerain treaty. This was due primarily to deception on the part of the Gibeonites.² Once the oath had been taken it could not be recalled but only the stipulations could be modified.³

David

At the close of the tribal league, steps were taken by Saul toward national solidarity. This was eventually transformed into the United Monarchy of Israel under David.⁴ It was a time of international diplomacy for the king of Israel as many treaties were formulated, both unilateral and bilateral. One bilateral treaty of strategic importance was that which was contracted between David and Hamath to the North (cf. 2 Sam 8:9-10).⁵ Depending on the current status of the nations around him, David conducted many levels of relationships. In 1 Samuel 29, it appears that a treaty of friendship and equality⁶ existed between David and Achish, king of Gath, who was

¹Fensham, "The Treaty Between Israel and the Gibeonites," p. 99.

²The Interpreter's Dictionary of the Bible, s.v. "Covenant," by G. E. Mendenhall, 1:176.

³Fensham, p. 98.

⁴Bright, A History of Israel, p. 190.

⁵A. Malamat, "Aspects of the Foreign Policies of David and Solomon," JNES 22:1 (January 1963):6.

⁶Parity unions were considered to have been attempts at perfect reciprocity on a national level. The New Catholic Encyclopedia, s.v. "Covenant," by A. Yonick.

also involved in a vassal treaty with the Philistines¹ at the very same time.

Solomon

Subsequent to the reign of David, Solomon took further steps in forming alliances with the surrounding nations. Perhaps the most notorious of these was the parity treaty contracted with Hiram, king of Tyre.² During the apogee of his reign, Solomon employed a very effective device for sustaining foreign policy. This was the diplomatic marriage which was actually a parity treaty between royal houses.³ In accepting foreign wives, Solomon was able to cement together relationships which were nearly impossible to breach due to extensive family involvement.

Nehemiah

One writer has suggested that during the time when Nehemiah was administrating the reconstruction of the post-exilic walls of Jerusalem, that an offer was made for a parity treaty (cf. Neh 6:2). As Sanballat initiated the treaty, Nehemiah immediately gave a negative response, due to his awareness of the consequences of such a treaty.⁴

¹Hanna E. Kasis, "Gath and the Structure of "Philistine Society," JBL 84:3 (September 1965):268.

²Thompson, "The Near Eastern Suzerain-Vassal Concept in the Religion of Israel," p. 6.

³Malamat, "Aspects of the Foreign Policies of David and Solomon," p. 17. Compare Also: 1 Kgs 11:1.

⁴Richard Schiemann, "Covenanting with the Princes: Nehemiah 6:2," VT 7:3 (July 1967):369.

CHAPTER II

THE BILATERAL AGREEMENT IN GENESIS 31:44-54:

A MODEL FOR THIS STUDY

Historical Context

Introduction

Jacob had served Laban, his father-in-law in spite of the latter's outright trickery. Nevertheless, God caused Jacob to increase: "So the man became exceedingly prosperous, and had large flocks and female servants and camels and donkeys" (Gen 30:43). Chapter 31 of Genesis commences with the jealousy of Laban's sons over the prosperity of Jacob. Laban's attitude toward Jacob was akin to that of his sons' and this became a matter of concern to Jacob. The Lord then spoke to Jacob and commanded him to return to the land of his relatives. Jacob subsequently recounted the matter to Laban's two daughters, Rachel and Leah, to whom he was also married. The ensuing conversation between Jacob and his wives is pertinent to an understanding of the events which follow. "And Rachel and Leah answered and said to him [Jacob] 'Do we still have any portion or inheritance in our father's house?'"

An Erēbu Marriage?

The nature of Jacob's position as an apparent family member in the home of Laban has raised a number of questions. Some have suggested the possibility of Nuzi parallels being reflected in this situation.¹ If such be the case then Jacob is viewed as an adopted son of Laban who has all the rights and privileges of a paternal son including a potential inheritance should no other sons be born to Laban.² This would seem to be reading far too much into the passage. Jacob is already recognized as a relative in that Laban is said to be his uncle (cf. Gen 28:2). While adoption would not be out of the question for such a situation, it would be unlikely. A second assumption on which the Nuzi custom is based purports to be one of the strongest arguments in favor of the view. Proponents of this view maintain that when Jacob first arrived at Laban's house, no sons had been born to the latter. This would seem quite unlikely in that when Jacob finally left Laban's house these sons were not only full grown (Gen 31:1) but even mature enough to be jealous of Jacob's prosperity. The writer has rejected the Erēbu marriage notion in this passage for lack of substantial evidence to support the view. The household idols may

¹Cyrus Gordon, "Erēbu Marriage," in Studies on the Civilization and Culture of Nuzi and the Hurrians, ed. M. A. Morrison and D. I. Owen (Winona Lake, IN: Eisenbrauns, 1981), p. 155.

²Ibid., p. 156.

have had legal value in spite of the fact that these events do not reflect the Nuzi customs.

Understanding the situation and what was to happen, Rachel stole her father's תְּרָפִים which were common household idols.¹ The text suggests that she did this in his absence since he was away participating in what may have been the annual sheep shearing festival.²

The Teraphim

Rachel appears to have been concerned not with the sentiment of owning her father's idols but with the legal value which they could claim. This is clearly seen in her desire to obtain a "portion or inheritance" from her father's wealth (Gen 31:14). In accordance with the customs of the day she and perhaps her husband were entitled to a share of her father's land as an inheritance with the idol apparently functioning as some type of token for property release.³ Laban's concern over the images would seem to be paramount to that of the welfare of his daughters. This is seen in the fact that he even searched their (his daughter's) tents (Gen 31:33). This appears to substantiate the notion that the idol held some legal value in relation to his estate.

¹John Skinner, A Critical and Exegetical Commentary on Genesis, ICC (Edinburgh: T. & T. Clark, 1930), p. 396.

²Gerhard Von Rad, Genesis (revised, Philadelphia: The Westminster Press, 1972), p. 307.

³E. A. Speiser, Genesis, 3rd ed., vol. 1: AB (Garden City, NY: Doubleday & Company, Inc., 1964), p. 250.

After hearing of Jacob's departure with his daughters, grandsons and idols, Laban pursued Jacob for seven days. Prior to the confrontation, God came to Laban in a dream and warned him against speaking "good or bad" (Gen 31:24) to Jacob. As Jacob was encamped in the hill country of Gilead, Laban overtook him and his kinsmen. After hearing his accusations, Jacob explains his departure without notice and denies any possibility of concealing the gods. After a thorough search and more trickery on the part of Rachel, "Jacob became angry and contended with Laban" (Gen 31:36). The next five verses contain Jacob's testimony of loyal service to Laban for twenty years in spite of trickery and ill-treatment on the part of Laban. Recognizing the futility of any further debate and the apparent need for immediate peace, Laban proposes that they make an alliance בְּרִית (Gen 31:44).

בְּרִית

"So now come let us make a covenant."
Gen 31:44a

Laban's invitation to make a b^erith at this point is a response to the need for resolving a tension that had mounted between them. Thus, again, it was the sphere of life which determined both the need for and nature of this agreement. The fact, yet not the nature, of the agreement is seen in the word b^erith. The term appears well over 300 times in Scripture, however in each case, its content and therefore its meaning derive solely from the nature of

the obligations.¹ As Moses wrote the Pentateuch it would appear that the word b^erîth had already become a technical covenant term² which carried with it no small amount of legal freight. A major problem in understanding the word stems from the confusion generated by an obscure etymology.³ In order to understand the agreement found in Genesis 31:44ff between Jacob and Laban, a brief consideration concerning the etymology of b^erîth is necessary.

brh (Heb.)

In recent years, a number of views have developed regarding the problematic etymology of this word. Only a cursory dealing with four of these will be attempted for this study. The first view argues that "b^erîth is a feminine noun from brh, 'to eat, dine . . . and refers to the festival meal accompanying the covenant ceremony.'"⁴ The meal is then the source from which the technical term b^erîth is derived.⁵

birît (Akk.)

A second view contends that b^erîth is derived

¹Die Bundesvorstellung: im AT in ihrer geschichtlichen, cited by K. Baltzer, The Covenant Formulary, p. 3.

²Baltzer, The Covenant Formulary, p. 3.

³TDOT, s.v. "בְּרִית," by M. Weinfeld, 2:253.

⁴Ibid. Compare also the recent work entitled: TWOT, s.v. "בְּרִית," by Elmer B. Smick, 1:128, for further support concerning this view.

⁵Weinfeld, p. 253.

from the Akk. birīt "between, among"¹ and corresponds to the Heb. preposition ben which occurs in connection with b^erīth.² There does exist an obvious nexus of between and the contract concept in that relationship is established between two individuals or groups.

brh II (Heb.)

A third and more recent view suggests a derivation of b^erīth from brh, "to look for, choose, which is possibly reflected in the Akk. barū 'to look.'"³ The view is based on the assumption that the "meaning of this verb developed into 'determining' or fixing."⁴ It seems that there may even be a semantic parallel seen here to the Aramaic term ܒܪܗ "to determine,"⁵ or ܒܪܗ "decision."⁶ In the Sefire inscription which records a treaty between Bargayah, king of KTK and Matiel, king of Arpad which is dated "in the period before 754 B.C.,"⁷ the Aramaic word

¹CAD, s.v. "birīt," by Ignace J. Gelb, 2:250.

²Weinfeld, "ܒܪܝܬ," p. 254.

³CAD, s.v. "barū," by Ignace J. Gelb, 2:122.

⁴Weinfeld, p. 255.

⁵Alger F. Johns, A Short Grammar of Biblical Aramaic (revised, Berrien Springs, MI: Andrews University Press, 1966), p. 98.

⁶Franz Rosenthal, A Grammar of Biblical Aramaic (Weisbaden, Germany: Otto Harrassowitz, 1961), p. 80.

⁷John C. L. Gibson, Textbook of Syrian Semitic Inscriptions, 2nd ed. (Oxford: Clarendon Press, 1975), p. 21.

גָּזַר is used. It is translated "cut, decreed,"¹ or "to cut in two, divide"² as it is here used "figuratively, to conclude a pact or treaty."³ In the Sefire inscription, the phrase גָּזַר עָלַי is thought to parallel the notion of כָּרַח בְּרִית. The concept of cutting or slitting can also be attested in the Ugaritic noun gʒr "cutter."⁴ If the noun form⁵ of גָּזַר can be paralleled to בְּרִית, then perhaps the term brh could be considered as a viable etymology for b^erīth.

birītu (Akk.)

The final view to be considered argues that the etymology of בְּרִית "associates b^erīth with Akk. birītu."⁶ This word may be translated in a number of ways depending on the context in which it is found, however, in relation to the current discussion, a rendering of "clasp, fether"⁷ is crucial. Weinfeld summarizes the transcultural inclusiveness of this concept.

¹Gibson, Textbook of Semitic Inscriptions, p. 36.

²Fitzmyer, The Aramaic Inscriptions of Sefire, p. 32.

³Ibid.

⁴John C. L. Gibson, Canaanite Myths and Legends (Edinburgh: T. & T. Clark, 1978), p. 144.

⁵There also seems to be a close semantical connection between the Aramaic גָּזַר and the Hebrew כָּרַח. Consider: Z. W. Falk, "Hebrew Legal Terms, JSS 14 (Spring 1969):44.

⁶Weinfeld, "בְּרִית," p. 255.

⁷CAD, s.v. "birītu," by Ignace J. Gelb, 2:255.

This is supported by the Akkadian and the Hittite terms for treaty: Akk. riksu, Hitt. išhiul, both meaning "bond." The concept of a binding settlement also stands behind the Arab. 'aqd, Lat. vinculum fidei, "bond of faith," contractus, "contract" and is likewise reflected in the German bund.¹

The Assyrian word for bond, riksu often occurs in parallel with the concept of an oath being sworn.¹ In Genesis 21:31b-32a the same parallel occurs "because there the two of them took an oath. So they made a covenant at Beersheba."³

The most feasible etymological theory to the mind of this writer would be the last view discussed. The Heb. term b^erith would seem to have as its source the Akk. biritu, bond.⁴ Support for this selection might be sought in the fact that b^erith had its roots in the soil of secular life⁵ and that it was probably a technical

¹Weinfeld, "בְּרִית," p. 255. Concerning the bond metaphor another author asserts, "the word b^erith can scarcely be separated from the Akk. biritu, 'bond fetter,' the exact derivation of which is obscure. Whether it was taken over into Northwest Semitic from Akk. or not cannot be determined at present, since the word is not hitherto known outside of Hebrew." W. F. Albright, "The Hebrew Expression for 'Making a Covenant' in Pre-Israelite Documents," BASOR 121 (November 1951): 21.

²Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 10.

³Even the Egyptian word c_{rk}, "to swear," would seem to be related to another word c_{rk}, "to wrap, bind." Wilson, "The Oath in Ancient Egypt," p. 130.

⁴TDNT, s.v. "διαθήκη," by Johannes Behm, 2:108.

⁵Baltzer, The Covenant Formulary, p. 3.

term of some sort even prior to the Hittite empire which reached its zenith in the late fifteenth and early fourteenth centuries.¹ Albright maintains that the epigraphical materials under consideration in his article can be dated no later than the first third of the fourteenth century B.C.²

כָּרַח בְּרִית

The idiom karat b^erith is the technical phrase for "making a covenant"³ or coming "to an agreement"⁴ as is denoted in the OT. It is in every case a proper idiom which need not be rendered so literal as "to sever a bond."⁵ There are two basic views as to the original meaning of the idiom prior to its developing into a frozen technical phrase.

The more popular view in the consensus of scholars is that the cutting action⁶ reflects the ratification

¹Kurt Bittel, Hattusha: The Capital of the Hittites (New York: Oxford University Press, 1970), p. 10.

²Albright, "The Hebrew Expression for 'Making a Covenant' in Pre-Israelite Documents," p. 22.

³BDB, p. 136.

⁴KB, p. 457.

⁵Cross, Canaanite Myth and Hebrew Epic, p. 267.

⁶Weinfeld demonstrates the almost universal attestation of cutting in various alliance formulas: "The most common idiom in Hebrew for establishing a covenant is krt bryt 'to cut a covenant,' an idiom attested in Phoenician: krt c_{lt} 'to cut the oaths' and Aramaic: g_{zr} c_{dy}, but to our surprise also in Greek: horkia tamnein 'to cut the oaths.'

ceremony where the substitutionary animal was slain. Upon completion of the oath, the agreement was finalized by cutting the throat (or some type of ceremonial slaughter) of the animal. To cut the covenant then was "to celebrate the covenant ceremony"¹ and it was out of this common ceremonial concept that the idiom evolved of "'cutting a covenant' and the synonymous 'cutting a curse.'"² This idiom is also attested in the Amorite, "hayarum qatālum, literally 'to kill a young donkey.'"³ Perhaps the most convincing of all is the expression which occurs in Scripture. The usage of this idiom 'as it occurs in Psalm 50:5 "('who cut my בָּרִיתָ at the sacrifice') suggests that the direct object is really an animal whose cutting or slitting was a traditional rite at the

Weinfeld, "Covenant Terminology in the Ancient Near East and Its Influence on the West," p. 196.

¹Falk, "Hebrew Legal Terms," p. 444.

²Meredith G. Kline, "Oath and Ordeal Signs," WTJ 27 (May 1965):119.

³Cross, Canaanite Myth and Hebrew Epic, p. 265. In a parity treaty between two suzerains, Abban and Iarimlim, the former ratifies the agreement with a lamb. "Abban placed himself under oath to Iarimlim and had cut the neck of the sheep (saying): (Let me so die) if I take back that which I gave thee." D. J. Wiseman, "Abban and Alalah," JCS 12:4 (1958):129. One writer has attempted to demonstrate that the Hebrew HWQY^C often translated "hanged" (NASB) but perhaps better "dislocated," (BDB, p. 429) or "exposed (with the legs and arms broken)" (KB, p. 398) is a reference to the fulfillment of this curse on the covenant infidel. Robert Polzin, "HWQY^C and Covenantal Institutions in Early Israel," HTR 62 (April 1969):227.

conclusion of a בְּרִית.¹

A convincing semantic parallel occurs in the Greek expression for concluding a covenant, viz. "horkia tamnein, 'to cut the oaths.'"² The notion of cutting is clearly attested here and may also be seen in the multiplicity of ratification animals which were cut at Mari.³

The second view sees no allusion to the cutting rite in the slaying of an animal. In quoting a German writer, Weinfeld states:

In chapter three Kutsch makes the point that the idiom בְּרִית כָּרַח like Aramaic עֲרִיבָא and Sumerian nam-erim-tar, denotes deciding or determining rather than cutting (the oath).⁴

A question which must immediately be raised is "What kind of connection exists between 'cutting' and 'deciding' or 'determining' in בְּרִית and כָּרַח?" The connection was semantical and it existed in the semitic mind.

¹TDNT, s.v. "διαθήκη," by Johannes Behm, 2:108. In earlier rites of this kind and even in some not so ancient Arabic and Greek cultures, the ratification involved the cutting of one's person rather than the substitute victim. Compare also: Trumbull, The Blood Covenant, p. 332.

²Weinfeld, "Covenant Terminology in the Ancient Near East and Its Influence on the West," p. 196. Consider also the idiom as it occurs in classical Greek φιλοτιμία καὶ ὅρκια πιστὰ ταμόντες, "cutting friendship and faithful oaths. Iliad 3:73.

³Mendenhall, "Puppy and Lettuce in Northwest Semitic Covenant Making," p. 26.

⁴"Gesetz und Gnade des Alttest. Bundesbegriffs," 79 n. 18, quoted in Weinfeld, "Berit--Covenant Vs. Obligation," p. 21.

Deciding might be likened to "cutting" two things. That there is a definite semantic relationship which exists between cutting and determining is clearly seen in Job 22:28. The text is translated, "What you will decide on will be done" (N.I.V.). The root of the word to decide as it is used here is קָטַץ. This is the same word used in the Aramaic Sefire inscription for the idiom to make a covenant (קָטַץ עֲרִי). It is also, however, the word used in line forty of that inscription to slay or cut a calf for the ratification rite. Thus even in קָטַץ there appears to be a primary usage of cutting. This semantical overlap seems to cloud the issue of whether קָטַץ and קָטַץ mean to cut or to decide. Perhaps one writer has a solution which will clarify the situation.

The semantic relation between division and decision points to a period when the judge was mainly the divider. He thus acted for the disposition of booty, for the settling of the land. The practice of division was also applied in exceptional cases where the facts could not be established beyond doubt.¹

Even though the above writer sees a semantic relationship between cutting and determining he still prefers the view that קָטַץ as used in a covenant context is a reference to the cutting of the animal. "Hence gazar and karat alike become synonymous describing the conclusion of a covenant. The reference was probably to the cutting of an animal."²

¹Falk, "Hebrew Legal Terms," p. 43.

²Ibid., p. 44.

In one of his concluding statements Falk contends, "In any case the covenant ceremony linked together the acts of cutting and determining."¹

In one of the more recent articles written, Hasel sums up the covenant idiom by one more allusion to the ancient Near East:

From this functional identity renewed emphasis should be given to the connection between hayaram qatalum "to kill (cut) an ass," and karat berit, literally "to cut a covenant" (Gen 15:18), for both seem to derive from the ritual act itself and both are technical expressions for the conclusion or ratification of a treaty/covenant.²

This writer subscribes to the view that כָּרַח בְּרִית is reminiscent of the cutting action applied to the covenant sacrifice.

Forms of Witness

Written Evidence

A basic but nonetheless significant matter in the alliance of Genesis 31 is the apparent absence concerning any written record of the agreement and its attendant ceremony. All that remained following the conclusion of the agreement was an oral tradition and a heap of stones.

It seems that there were actually three different ways of recording the treaty agreement. The first was a "written document containing the text of the agreement

¹Falk, "Hebrew Legal Terms," p. 44.

²Hasel, "The Meaning of the Animal Rite in Genesis 15," p. 69.

or an account of the transaction."¹ This was perhaps the ideal means of keeping a record in that writing the information was in essence guaranteeing the treaty relationship. Conversely, erasing the tablet obliterated the relationship.² Many of these have been discovered, some still intact as they were buried in the royal archives of ancient cities.

Oral Agreements

A second means of recording the enactment of a contract was the oral agreement.³ This type was no less valid or less formalized than the written,⁴ and was clearly more of the everyday business type contract. A clear example of the oral agreement is seen in Ruth 4:1-12 where Boaz calls the nearest kinsman to court⁵ at the city gate.⁶

¹Jonathan Ziskind, "The Oral Agreement in Ancient Israelite Public Law," HS 19 (1978):88.

²Baltzer, The Covenant Formulary, p. 17. Written records were kept in a multiplicity of ways. Some were inscribed on clay tablets (baked or sundried). J. A. Thompson, The Bible and Archaeology (Grand Rapids: Wm. B. Eerdmans Publishing Co., 1962), p. 146. Others, such as the Sefire inscription, were carved into steles.

³Gene M. Tucker, "Witnesses and 'Dates' in Israelite Contracts," CBQ 28 (January 1966):42. For an extensive presentation of this particular form compare: Ziskind, "The Oral Agreement in Ancient Israelite Public Law."

⁴Tucker, p. 42.

⁵The judicial customs portrayed in this passage are clearly those of the court. E. A. Speiser, "Of Shoes and Shekels," BASOR 77 (February 1940):15-20.

⁶The gate, שַׁעַר, of the city was commonly the locale of judicial decisions, as it functioned somewhat as a court.

Oral agreements were often conducted over matters pertaining to public law such as was seen in the inauguration of Jephthah where he was made head over Gilead (Judg 11:6).¹

The binding force of the agreement was apparently found in the memory of those who witnessed the oaths and stipulations.² The authenticity of the initial agreement was reinforced by the oral proceedings and formalities involved with the enactment of the contract itself³ which would subsequently serve as recall evidence in the case of infidelity. The oral agreement was unquestionably the most common.

Material Witnesses

The third major means of recording an agreement

E. A. Speiser, "'Coming' and 'Going' at the City Gate," BASOR 144 (December 1956):21. Also compare: Geoffrey Evans, "'Coming' and 'Going' at the City Gate--A Discussion of Professor Speiser's Paper," BASOR 150 (April 1958):28-33. It has been contested previously that one of the primary roles of kingship in the ANE was that of conducting the local court proceedings at the city gate. Coogan, Stories From Ancient Canaan, p. 27. The virtuous king conducted judicial activities at the city gate in the societies of Mesopotamia, Egypt, Ugarit, and Israel with special interest in those who may not have possessed true legal status. Fensham, "Widow, Orphan, and the Poor in Ancient Near Eastern Legal and Wisdom Literature, pp. 129-139.

¹Ziskind, "The Oral Agreement in Ancient Israelite Public Law," p. 88.

²Z. W. Falk, "Forms of Testimony," VT 11 (1961):91.

³Tucker, "Witnesses and 'Dates' in Israelite Contracts," p. 42. The author contests that the two parties involved would employ the use of stereotyped expressions to authenticate the contract.

was the erection of a designated landmark where the agreement was initially transacted.¹ The material witness was in essence, some sort of monument which served as a reminder of the important event by its very presence on that site. The relationship between the marker "and the matter is, however, quite arbitrary,"² as no record of the specifics was retained. This particular kind of record is quite relevant to the situation of Jacob and Laban as well as two other patriarchal covenants in Genesis.³

Great pre-eminence is given to the erection of landmarks in this account as will be seen. An earlier reference to such a landmark is recorded in the same chapter. In Genesis 31:13, God reminds Jacob of the vow which he made following the dream involving a ladder which ascended from earth to heaven. When he awoke in the morning Jacob "took the stone that he had put under his head and set it up as a pillar, and poured oil on its top" (Gen 28:18). In Genesis 31:13, the Lord reminds Jacob

¹Dennis McCarthy, "Three Covenants in Genesis," CBQ 26:2 (April 1964):179-189.

²Ziskind, "The Oral Agreement in Israelite Public Law," p. 88. It should be noted that while in numerous cases a cairn or heap of stones served as the marker, there were also other types of material witness such as Abraham's seven lambs. Falk, "Forms of Testimony," p. 90.

³Consider the accounts of contracts formed between Abraham and Abimelek (Gen 21:22-24), and also Isaac and Abimelek (Gen 26:26-33).

of his vow and the anointing of the pillar.

When Laban invited Jacob to form an alliance, Jacob's first response was to take a stone and "set it up as a pillar" (Gen 31:45). The word for pillar, מַצֵּבָה, is the same in both chapters (viz. 28 and 31). A common translation of the Heb. term is "pillar,"¹ "boundry"² or a "cultic"³ type of monument. Jacob then commanded his kinsmen לְאָחָיו⁴ "gather stones." The qal imperative לְקַטְּבוּ occurs with the masculine plural suffix which suggests that he is speaking to a particular group of individuals. The verb can also render a translation of "to pick up"⁵ but the idea of gathering seems more conducive to the heap of stones. The kinsmen complied to Jacob's command and another marker was established beside which the covenant meal was celebrated. The locative use of the preposition

¹BDB, p. 663.

²KB, p. 629.

³TWOT, s.v. "מַצֵּבָה," by Milton G. Fisher, 2:592. The term also seems to be related to the Ugaritic mšb, "base." Gibson, Canaanite Myths and Legends, p. 151.

⁴A more common translation of the Hebrew word is "brother" whether the individual be born of the same mother or merely a relative. BDB, p. 26. It is difficult to determine whether Laban and his "kinsmen" (Gen 31:27), לְאָחָיו, were part of this group. In light of the third masculine singular possessive suffix attached to the word under discussion in verse 46, it seems unlikely. Laban had pursued Jacob with, לְאָחָיו, his own kinsmen (Gen 31:21).

⁵BDB, p. 544.

וַיֵּץ¹ would indicate that the contract parties celebrated the meal "on" or "beside"² the heap. Due to the apparent size of the group (at least 6) a translation of "beside" would seem more natural.

The Covenant Meal

"So they took stones and made a heap and ate there by the heap." (Gen 34:46c)

Of particular interest to this study are the meals or feasts celebrated in Genesis 31:46 at the outset of the agreement and also in Genesis 31:54 at its conclusion. Such meals were not uncommon to the covenant ceremony of the OT or its larger environs the ANE:³ "the custom of forming a union by taking bread together is widespread."⁴ It seems quite clear that the meal could serve as the ratification or binding aspect and was in itself a guarantee of good faith.⁵ So significant was the meal

¹Ronald J. Williams, Hebrew Syntax: An Outline, 2nd ed. (Toronto: University of Toronto Press, 1978), p. 51.

²Ibid.

³Consider the following covenant meals: Isaac and Abimelech, Genesis 26:30; Israel and Moab, Numbers 25:2; Joshua and the Gibeonites, Joshua 9:14.

⁴McCarthy, "Three Covenants in Genesis," p. 185.

⁵Walter T. McCree, "The Covenant Meal in the Old Testament," JBL 45:2 (1926):123. Because of the significant role which it claimed in the covenant or agreement, some have sought to trace the etymology of בְּרִית, "covenant" (KB, p. 151) or "alliance," (BDB, p. 136) to the word אָכַל "to eat," by which act the covenant was ratified between the two parties; "so it often applied to the

that it could be considered a source of union independent of the covenant form.¹

Relationship Initiated

As part of the alliance ritual, the ceremonial meal² was crucial in creating or strengthening the relationship between the two parties. In essence it was a "family bond"³ that was established in that the eating and drinking together served as the perfect symbol of fraternal unity.⁴ One writer has gone so far as to suggest that the very mention of food at a gathering of two distinct individuals or groups "suggests a covenant relationship between partners."⁵

eating of the sacrifice by the parties involved." William Wilson, Old Testament Word Studies (Grand Rapids: Kregel Publications, 1978), p. 99.

¹McCarthy, Old Testament Covenant, p. 43. One writer contends that when a covenant of friendship was broken it could only be renewed by eating together once again. Fred H. Wight, Manners and Customs of Bible Lands (Chicago: Moody Press, 1978), p. 78.

²Adolphe Lods, Israel From Its Beginnings to the Middle of the Eighth Century, trans. S. H. Hooke (New York: Alfred A. Knopf, 1932), p. 202.

³McCarthy, "Three Covenants in Genesis," p. 185.

⁴Norman K. Gottwald, A Light to the Nations (New York: Harper and Row Publishers, 1959), p. 139. This ritual act enforces the notion that the alliance or covenant is indeed the establishment of a quasi-familial unity. McCarthy, Old Testament Covenant, p. 33.

⁵McCree, "The Covenant Meal in the Old Testament," p. 120. The formation of an artificial relationship was essential to the conclusion of any alliance in order to establish a bond of trust. Hamilton-Grierson, "Brotherhood," p. 857. It has been maintained and continually re-emphasized

Relationships Maintained

The meal concept seems to have fostered a close relationship between the two parties which in turn furthered the cause of fidelity to the agreement. Any ill feelings between the two parties could only serve to nullify the arrangement. Consequently, the meal served to erase any such feelings.¹ The practice of eating bread which had been dipped in the mingled blood of the two covenant parties was an early custom of the Egyptian Ramesside period and no doubt had its origin much earlier.² The emphasis in this Egyptian custom is placed on maintaining the relationship which is established and not so much in celebrating the peripheral elements of rites and ceremonies.³ Such is the case with Jacob and Laban. The

by the writer that brotherhood was the basis by which all such relationships, be they superficial or otherwise, were established. This device was not limited to the bilateral agreements but was also utilized in the suzerain type: "the concepts of 'brotherhood' . . . played a prominent role in this regard, not only among equally high or low-ranking potentates but also among partners of unequal status." Gerstenberger, "Covenant and Commandment," p. 40. Perhaps the clearest example of the fraternal motif is seen in the account of David and Jonathan. The Interpreter's Dictionary of the Bible, s.v. "Covenant," by G. E. Mendenhall, 1:717. Here, royal succession has threatened to become a point of tension but ironically serves as the stimulus for a brotherhood relationship. Julien Morgenstern, "David and Jonathan," JBL 78:4 (December 1959):322.

¹Priest, "The Covenant of Brothers," p. 403.

²Cerny, "Reference to Blood Brotherhood Among the Semites in an Egyptian Text of the Ramesside Period," p. 161.

³The significance of mutual relationship ties in the

relationship between the two had been strained if not ruined as was indicated by the events of the previous context. Such a meal as the one mentioned would aid in rectifying this severed tie. A more extensive treatment will be given with regard to the covenant meal in the ensuing discussion of Genesis 31:54.

An Aramaic Toponym

"Laban called it (the heap) Jegar-sahadutha (Aramaic), but Jacob called it Galeed" (Hebrew). Genesis 31:47

The Two Dialects Recorded

The following verses may perhaps be either parenthetical material or chronologically subsequent activity. Verse 47 contains what appear to be identical statements spoken in two distinct dialects.¹ Referring to the mound of stones which was previously erected: "Now Laban called it Jegar-sahadutha, but Jacob called it Galeed." The verbal formula for both statements is $\text{לָבָן קָרָא} \text{ } \text{לָבָן}$ which renders

formation of alliances is easily underestimated. Perhaps a good example is seen in the father-son relationship which existed between Yahweh and Israel. The terminology used to express the nature of this relationship was quite frequently that employed in the alliances of that day. Consider the following articles for a further elaboration: John L. McKenzie, "The Divine Sonship of Israel and the Covenant," CBQ 8:3 (July 1946):320. Dennis J. McCarthy, "Notes on the Love of God in Deuteronomy and the Father-Son Relationship Between Yahweh and Israel," CBQ 27:2 (April 1965):144.

¹Zellig S. Harris, Development of Canaanite Dialects, American Oriental Series 16 (Millwood, NY: Klaus Reprint Co., 1939), p. 2.

an idiomatic translation of "to summon."¹ Such a usage seems awkward in light of the circumstances. The primary interest is not in summoning the stones² but in assigning a name or merely identifying them. A similar situation occurs in Genesis 21:12 where God consoles Abraham after Sarah forces him to send Hagar and Ishmael away. Speaking of Sarah the Lord admonishes, "listen to her for through Isaac your descendants shall be named." The verbal formula here is the same as is found in Genesis 31:47, viz. יָגֵר שְׂתָדֵדָא. This would seem to permit the idea that verse 47 is a description of how each party in the alliance would identify or name the land mark.

The Two Titles Specified

The title which Jacob assigns to the cairn is composed of two words occurring in a genitive construction. The Aramaic phrase יָגֵר שְׂתָדֵדָא is translated "the heap of witness." The word יָגֵר is consistently translated "heap,"³ and שְׂתָדֵדָא is definite with a translation

¹Thomas O. Lambdin, Introduction to Biblical Hebrew (New York: Charles Scribner's Sons, 1971), p. 327.

²Consider Skinner's suggestion that both of the parties were speaking to the heap of stones which was personified and no doubt at this time regarded as animated by a deity. Skinner, A Critical and Exegetical Commentary on Genesis, p. 401.

³BDB, p. 1094; Rosenthal, A Grammar of Biblical Aramaic, p. 100; TWOT, s.v. "יָגֵר," by R. Laird Harris, 2:1029.

of "testimony"¹ or "witness."² The syntax of the second clause in verse 47 is pertinent to a correct understanding of the verse. The first verb presents itself in the normal narrative sequence with a conservative ׀ prefixed to the imperfect form of אָרָךְ. In the second clause the narrative sequence is broken by an adversative ׀³ prefixed to the name Jacob. The subject precedes the verb resulting in a deviation from the normal word order. This was probably fashioned as such for the sake of emphasis.⁴ Jacob's title for the cairn is given emphatically in contradistinction to Laban's. The LXX reflects this stress in the second clause of verse 47 by introducing it with δε which is also an adversative conjunction.⁵ "But Jacob called it Galeed" (גַּלְעָד), a composite of two words גַּל, "heap,"⁶ and עָד "witness,"⁷ both of which appear in this passage individually.

The presence of Aramaic words in this passage is

¹BDB, p. 1113; TWOT, s.v. "אָרָךְ," by R. Laird Harris, 2:1075; Rosenthal, A Grammar of Biblical Aramaic, p. 97.

²Johns, A Short Grammar of Biblical Aramaic, p. 106.

³Williams, Hebrew Syntax: An Outline, p. 71.

⁴Ibid.

⁵Robert Funk, A Beginning--Intermediate Grammar of Hellenistic Greek, 2nd ed. (Missoula, MT: Scholars Press, 1973), p. 498.

⁶BDB, p. 64.

⁷BDB, p. 248.

quite out of the ordinary. It has been asserted that each party identified the heap of stones as such in his own native tongue. But why do just two words occur in Aramaic when both men had conversed in the preceding verses?

Speiser suggests that cross-harmonization has come into play and that the text must be reconstructed based on the assumption of two recensions evidenced.¹ Perhaps the conclusion of Snell lends more credibility to the text while at the same time presenting a viable option. He argues that "the Aramaic toponym is a little touch of authenticity"² in that early readers would have recognized the fact that Laban was an Aramean as is recorded in Genesis 31:20,24.³ The Aramaic language was the common speech of this area even some time prior to the alliance formulated between Jacob and Laban.⁴ This view would then suggest that the Aramaic words in Genesis were an intentional stylistic feature. A similar usage is found in Jeremiah 10:11b where a contrast is being drawn between Yahweh and the gods of the nations. After a brief polemic against the pagan deities of Israel's environs, the Aramaic portion is introduced by the command--"Thus you shall say to

¹Speiser, Genesis, p. 248.

²Daniel C. Snell, "Why Is There Aramaic in the Bible?" JSOT 18 (1980):42.

³Ibid.

⁴Merrill F. Unger, Israel and the Arameans of Damascus (Grand Rapids: Baker Book House, 1957), p. 10.

them" (Jer 10:11)." The verse then is in Aramaic "because it is what Israel is supposed to say to the idols which are expected to understand Aramaic."¹ A similar phenomenon is attested in the Talmud, which although much later, gives credence to the fact that Genesis 31 is not an isolated bilingual incident.

Vol. #2:6 [Hebrew] Moreover he [Hillel] once saw a skull floating on the face of the waters. He said to it [Aramaic]: For drowning others thou was drowned; and they that drowned thee shall be drowned.²

This rabbinical statement was made at a time when the Greek language as a part of Alexander's Hellenization process had superseded Aramaic as the lingua franca of the day.³

It would appear that Jeremiah 10:11b, along with other extra-biblical literature gives a clear example of how the bilingual device can be effectively used for literary effect. One need not hold to a double textual tradition in order to understand what the passage is communicating.

Apparently assuming the role of spokesman for the contract, Laban summarizes the activity: "And Laban said, 'This heap is a witness between you and me this day'" (Gen 31:48). Such statements were customarily part of the

¹Snell, "Why Is There Aramaic in the Bible?" p. 41.

²The Fathers According to Rabbi Nathan, cited by D. Snell, "Why Is There Aramaic in the Bible?" p. 70.

³K. A. Kitchen, The Bible In Its World (Downers Grove, IL: InterVarsity Press, 1977), p. 127.

alliance rituals and were pronounced during the ceremonies. The narrator then adds a line of parenthetical material in Genesis 31:48b-49a, "Therefore it was named Galeed and Mizpah." The former title was applied by Jacob while the latter, Mizpah, seems somewhat remote to this passage. Based on the assumption of severe textual manipulation, one writer contends that Mizpah מִצְפָּה is a symbolic echo of מִצְבֵּה, the cairn.¹ The Hebrew word מִצְפָּה is translated "outlook point,"² or "watchtower."³ The reason for naming the cairn by this term seems quite clear in light of a subsequent statement: "for he said may the Lord watch between you and me." The word used to introduce this subordinate clause is וְאֵלֶּיךָ in its causal usage.⁴ This would indicate that the clause is given for the purpose of explaining the term מִצְפָּה which it immediately follows. The explanation comes with an understanding of the main verb, הִצֵּץ, which is parsed as a qal imperfect from the root הִצֵּץ "to keep watch."⁵ Pronounced as somewhat of a benediction⁶ with a jussive force,⁷ "May the

¹Speiser, Genesis, p. 248.

²BDB, p. 859.

³TWOT, s.v. "מִצְפָּה," by John E. Hartley, 2:773.

⁴Williams, Hebrew Syntax: An Outline, p. 77.

⁵BDB, p. 859.

⁶Hartley, p. 773.

⁷J. Weingreen, A Practical Grammar for Classical Hebrew, 2nd ed. (Oxford: At The Clarendon Press, 1939), p. 88.

Lord watch," this is probably a recognition of God as a witness to the alliance. The invocation and oath ceremony where the gods were actually summoned seems to be introduced at this point. The הַצִּפּוֹר or watchpost is the evidence that God who witnesses the contract will also continue to watch over the fidelity aspect of the agreement.

Stipulations

The contract stipulations found in verse 50 further elucidate the nature of the agreement. The first set of stipulations are concerned with the treatment of Laban's two daughters whom Jacob had taken in marriage. Infidelity and mistreatment were considered to be brutal offences. A Babylonian marriage contract dating to the reign of Apil-Sin (1830 B.C.)¹ gives evidence of the strict punishment that was applied to a husband who mistreated his wife.² In Genesis 31:50 Laban warns, "If you mistreat my daughters, or if you take wives besides my daughters, although no man is with us, see God is a witness between you and me." Polygamy as a practice fostered many unusual familial concerns. Laban was concerned that Jacob treat his daughters well and that they be his only wives.³ In

¹Hallo and Simpson, The Ancient Near East: A History, p. 98.

²Rivkah Harris, "The Case of Three Babylonian Marriage Contracts," JNES 33:4 (October 1974):369.

³Skinner, A Critical and Exegetical Commentary on Genesis, p. 402.

ancient oriental cultures there was always "an understandable anxiety that one wife might be supplanted in the course of years by another."¹ When the woman's conjugal rights were violated by such a situation, this was called "humbling."² The word translated mistreat in Genesis 31:50 is מַעֲרִיב, a piel³ imperfect form of the verb מָעַרַב, to "mishandle" or "humble."⁴ Laban's concern was not unusual for the day in which he lived nor unwarranted in light of the fact that the daughters were about to part company with their father for the first time and perhaps indefinitely.

A second set of stipulations is laid down in verse 52 concerning the threat of injury by the opposite party. Laban continues,

Behold this heap and behold the pillar which I have set between you and me. This heap is a witness, and the pillar is a witness that I will not pass by this heap to you for harm, and you will not pass by this heap and this pillar to me for harm (Gen 31:51-52).

Added significance is continually assigned to the cairn as now it becomes a "kind of boundry between Jacob and his father-in-law."⁵ Thus the memory of the occasion and a

¹Von Rad, Genesis, p. 312.

²Ibid.

³The use of the piel stem is probably indicative of its factitive function in that מָעַרַב is a stative verb. Williams, Hebrew Syntax: An Outline, p. 27.

⁴BDB, p. 776.

⁵Hartley, "מַעֲרִיב," p. 773.

reminder against future hostility were preserved by connecting them with a lasting object: viz. the cairn/landmark.¹

The Ratification Ceremony

The Role of the Gods

Witnesses

As for these words of the regulation [which] the Great Prince of Hatti [made] with Ramesses [Meri-Amon], the great ruler of [Egypt], in writing upon this tablet of silver--as for these words, a thousand gods of the male gods and of the female gods of them of the land of Hatti, together with a thousand gods of the male gods and of the female gods of them of the land of Egypt, are with me as witnesses [hearing] these words.

Ramesses II²

Of substantial importance to the conclusion of any legal agreement whether international or personal were the gods who witnessed the oath.³ The apparent purpose of such witnesses, divine or human, was to give an oath the full sanction of law.⁴ It is questionable as to just how much legal clout was brought into the contract when the gods were summoned and perhaps jurisprudence is not actually the main concern. In fact, when the justice

¹Falk, "Forms of Testimony," p. 88.

²ANET, p. 201.

³Herbert B. Huffmon, "The Covenant Lawsuit in the Prophets," JBL 78 (December 1959):293.

⁴Wilson, "The Oath in Ancient Egypt," p. 130.

system failed to detect infidelity or properly assess it, the gods could actually do a much better job. Some of the earliest known alliances such as the text recording the treaty between Naram-Sin of Agade (c. 2291-2255 B.C.) and the Elamite king of Awan contain extensive lists of deities who witnessed the ceremonies.¹ Such lists added a solemn character to the treaties which rendered them less likely to be broken.²

Guarantors

The primary function of the gods was that of a legal witness in the event of default.³ They were not, however, "mere witnesses in the hackneyed sense that they vouched for the correctness of the agreement; they act as guarantors that the stipulations of the treaty will be carried out."⁴ Should the agreement be violated,

¹Thompson, The Ancient Near Eastern Treaties and the Old Testament, p. 9.

²Fitzmyer, The Aramaic Inscriptions of Sefire, p. 33. Oftentimes natural phenomena were reckoned as witnesses such as rivers, springs, the great sea, winds and clouds. Baltzer, The Covenant Formulary, p. 14. A number of Hittite treaties (ANET, p. 206) as well as the Aramaic, Sefire inscriptions call upon heaven and earth" as witnesses adding a certain numinous character to these agreements. Employing the use of this stereotyped pattern, Moses warns the people, "I call heaven and earth to witness against you today" (Deut 4:26). The use of such rhetorical devices is not uncommon to the OT, however, in some societies these were actually objects of worship.

³Laney, "The Role of the Prophets in God's Case Against Israel," p. 317.

⁴Baltzer, The Covenant Formulary, pp. 14-15. The threat of divine retribution as a result of treaty or contract violation was an "integral part of religious belief

retribution was not only expected from the offended party and his gods, but he could also expect punishment from his own gods in whose name he had sworn.¹

In the case of Jacob and Laban in Genesis 31:53, Laban announces their respective ancestral deities: "The God of Abraham and the God of Nahor, the God of their father judge between us." This verse will be considered further in the section dealing with the swearing of oaths, however, one can understand from Laban's statement that the gods did have a significant role in this and other alliances. This role should not be misconstrued as one of passive listening. The second aspect of their dual function was to apply the curses in the event that infidelity should occur and the treaty breached.

throughout the ancient Near East." Wiseman, "The Vassal Treaties of Esarhaddon," p. 27. That the Jewish nation also used this concept is seen in a number of OT passages: Judges 11:10--"The Lord is a witness between us"; Jeremiah 42:5--"May the Lord be a true and faithful witness against you"; Micah 1:2--"And let the Lord God be a witness against you." Tucker, "Covenant Forms and Contract Forms," p. 491. The Abrahamic covenant ceremony was an unparalleled event in many ways, one being the fact that Yahweh is both suzerain and witness. Kline, "Oath and Ordeal Signs," p. 116.

¹Jeffrey H. Tigay, "Psalm 7:5 and Ancient Near Eastern Treaties," JBL 89:2 (June 1970):186. In a number of ancient cultures the oath was sworn by the name of the supposed witnessing deities or king. Tucker, "Covenant Forms and Contract Forms," p. 491. One example of this legal phenomena is seen in Egyptian oaths which were sworn by the name of Pharaoh who himself was considered deity. Wilson, "The Oath in Ancient Egypt," p. 129.

The Infraction of the Alliance

Curse Rites

May Gula, the great physician [put illness and weariness in] your [hearts], an unhealing sore in your body, bathe [in your own blood as if in water]. May the Seven gods, the warrior gods, cause your [downfall] with their [fierce] weapons. May Bethel and Anath-Bethel deliver you to a man-eating lion. May the great gods of heaven and earth, the gods of Assyria, the gods of Akkad, and the gods of Eber-nari curse you with an indissoluble curse . . .

May Melqart and Eshnum deliver your land to destruction, your people to be deported; from your land [. . .]. May they make disappear food for your mouth, clothes for your body, oil for your ointment. May Astarte break your bow in the thick of the battle, and have you crouch at the feet of your enemy, may a foreign enemy divide your belongings.

Esarhaddon¹

Of substantial importance to the fidelity of the agreement between Jacob and Laban was the invocation of the gods as witnesses. This aspect of the ceremony prompted an air of ritual magic² as deity was brought into the situation to insure the keeping of this contract. Because of the inadequacy of human detective measures, the appeal to a supernatural agency was essential.³ It seems quite probable that the gods were invoked even in Genesis 31 as both witnesses and applicators of curses.

Oftentimes the curses, commonly called maledictions,

¹ANET, p. 234.

²McCarthy, Treaty and Covenant, p. 67.

³Stanley Gevirtz, "West Semitic Curses and the Problem of the Origin of Hebrew Law," VT 11 (1961):158. An infraction of the agreement often went unnoticed from the human perspective, hence, the need for divine oversight.

were accompanied in the treaty format by corresponding blessings or benedictions.¹ Besides the numerous Akkadian, Hittite, and Syrian treaties, dual sanctions are also a phenomenon attested by the Old Testament in the covenant relationship between Yahweh and Israel.² The practical outworking of the curses was essentially the same in most cultures. Functioning as a kind of retribution for the infraction of the agreement, the curses were applied supernaturally at some time after the transgression.³ In certain instances where no gods were invoked at the treaty ceremony, the curse was considered to be applied in a somewhat different manner. In such a situation the curse was more of an automatic self-fulfilling spell in which "the very words . . . were thought to possess reality and power to effect the desired results."⁴

In cases where a ratification animal was employed, it was adduced that the violator of the agreement would bring upon himself a comparable fate of dismemberment.⁵

¹Fensham, "Malediction and Benediction in Ancient Near Eastern Vassal-Treaties and the Old Testament," p. 208. Faithfulness was rewarded whereas infidelity merited only curses, most of which were of a destructive nature.

²Kline, "Oath and Ordeal Signs," p. 124.

³F. Charles Fensham, "Common Trends in Curses of the Near Eastern Treaties and Kudurru-Inscriptions Compared with Maledictions of Amos and Isaiah," ZAW 75 (June 1963):158.

⁵Cross, Canaanite Myth and Hebrew Epic, p. 268. Perhaps the two clearest examples are found in Genesis 15:9-17 and Jeremiah 34:18-20 respectively. In the former

Thus, here, as in many instances the curse rite was actually acted out at the climax of the ceremony.¹ Perhaps the clearest example of this rite in which the nature of the curse is actually explained is found in a treaty between Matiel of Arpad and Ashurnirari V of Assyria. The text states, "If Matiel sins against this treaty, so may, just as the head of this spring lamb is torn off, and its knuckle placed in its mouth, [. . .], the head of Matiel be torn off."²

In the Aramaic treaty known as the Sefire inscription, which also belonged to a corpus of texts demonstrating international status,³ an elaborate curse rite is presented. It appears that the same Matiel of Arpad, a vassal in the previous discussion, is again the vassal of a treaty imposed by Bar Gayah, king of KTK.⁴ The curse rite is

case it appears that the Lord Himself was pronouncing a self-malediction lest He neglect the fulfillment of the former promises which he had made to Abraham. Kline, "Oath and Ordeal Signs," p. 121.

¹Consider also the excellent discussion by Gerhard Hasel in "The Meaning of the Animal Rite in Genesis 15," JSOT 19 (1981):61-78.

²ANET, p. 532.

³W. L. Moran, "A Note on the Treaty Terminology of the Sefire Stelas," JNES 22 (July 1963):175.

⁴Joseph A. Fitzmyer, "The Aramaic Suzerainty Treaty From Sefire in the Museum of Beirut," CBQ 20 (1958):474. There is some discussion as to whether or not this was actually a suzerain treaty. It is altogether possible that the epigraphical materials which are under current consideration may only be one part of a parity treaty which had dual sanctions. If this is a suzerain treaty then Matiel had apparently violated both the treaty with Ashurnirari V of Assyria and Bar Gayah of KTK. The

quite extensive, involving a number of distinct maledictions. Using a calf as the substitute victim, Bar Gayah announces, "Just as this calf is cut up, so shall Matiel be cut up."¹ It seems quite clear that what appears written in the text was being dramatically acted out as it was being spoken: (e.g. this calf).

In the same treaty, the violator must wander aimlessly as a wild ass in the desert. One writer has suggested that the violator will wander as a leper who is permitted no legal status in the city.² The curse would then depict a slow shameful death to the violator,³ as was the case with leprosy.⁴

A third common curse employed by many agreements

evidence of hostility in the text itself would seem to militate against the parity notion. Franz Rosenthal, "Notes on the Third Aramaic Inscription from Sefire-Sujin," BASOR 158 (April 1960):30.

¹Gibson, Textbook of Syrian Semitic Inscriptions, Vol. 2, p. 33. This statement is strongly reminiscent of the curse rite performed by Ashurnirari V where a sheep was slain and dismembered.

²Fensham, "Common Trends in Curses of the Near Eastern Treaties and Kudurru-Inscriptions Compared with Maledictions of Amos and Isaiah," p. 164. The same curse appears in a treaty ascribed to Esarhaddon. For further consideration see: Wiseman, "The Vassal Treaties of Esarhaddon," pp. 59-60.

³Fensham, p. 163. Many curses were pronounced on entire cities in which case the city itself would become desolate and the wild ass would roam among its ruins. Such was the case in Judah where it is said, "the forts and towers shall be for dens, for ever, a joy of wild asses" (Isa 32:14c).

⁴F. Charles Fensham, "The Wild Ass in the Aramean Treaty Between Bar Gayah and Matiel," JNES 22 (July 1963):185.

is that of salt. Making reference to the witnessing deity Bar Gayah contends, "May Hadad sow in them salt and weeds, and may it not be mentioned."¹ Hadad, "the ancient Semitic storm-god"² was summoned to apply the curse in the event of legal infidelity. It appears that salt connoted the idea of infertility³ and by using the imagery of sowing salt in contrast to seed, Bar Gayah expresses a wish that Matiel's land be rendered uninhabitable in the case of default.⁴ The curse, however, was not restricted to Matiel's property but also would affect his progeny.⁵

In summary, curses consisted primarily of two basic kinds: those which were directed toward the obliteration

¹Fitzmyer, The Aramaic Inscriptions of Sefire, p. 15.

²KB, p. 225.

³F. Charles Fensham, "Salt as Curse in the Old Testament and the Ancient Near East," BA 25 (May 1962):50. "Salt gives expression to the idea of infertility because it has no seed. Salt is not only connected with infertility but also with a curse of destruction which can befall the disobedient person." Ibid.

⁴Fitzmyer, p. 53. Probably one of the severest catastrophies which could befall the Near Eastern man was that of infertility, both with regard to his land and his genetic seed. Fensham, p. 50. This further explains the behavior of Abimelech in Judges 9:45: "And Abimelech fought against the city all that day and he took the city and slew the people that were therein, and beat down the city, and sowed it with salt." Subsequent to sacking the city of Shechem and reducing it to rubble, Abimelech performed the symbolic rite "to betoken the perpetual desolation and fertility of the site." A. M. Honeyman, "The Salting of Shechem," VT 3 (1953):193.

⁵Fensham, "Common Trends in Curses of the Near Eastern Treaties and Kudurru-Inscriptions Compared with Maledictions of Amos and Isaiah," p. 158.

of progeny and others which focused upon calamities of all sorts.¹ Some were imposed by the opposite party at the time of treaty ratification while others were "conditional self curses."² In time, all curses lost their force as divine reinforcements to treaty fidelity and eventually gave way to a more judicial activity supported by the courts.³ Thus, a secularization process transpires as the coercive element in agreements passes from curse to court. Due to variations in culture, this process was quite slow.

Court Motif

Pui-tae son of Eḥlip-atal together with Šar-teja son of Nirpija, together with Eḥli-tešup son of Zi[kinta] and together with Wantiš-šenni son of Ḥašip-tilla for a judgment went up before the judges. Thus (said) Pui-tae, "My tuppahurati- field [in the district of] Uknipa those men were (supposed) to pasture (their sheep on). Concerning that field of mine [these] men made an agreement with me and they wrote a tablet (which stated) whoever breaks the agreement one cow he shall pay. Now these men do not enclose my fields (with a wall) but let (the sheep) pasture on them."

. . . And the judges heard the tablet of agreement (which stated that) whoever breaks the agreement shall pay one cow. (Thus) Pui-tae prevailed in the judgment. And the judges made Šar-teja, Eḥli-tesup and Wantiš-šenni give to Pui-tae one four year old cow. Furthermore, these men were made to enclose these fields (with a wall). Sealed by six judges and the scribe.⁴

¹Fensham, "Common Trends in Curses of the Near Eastern Treaties and Kudurru-Inscriptions Compared with Maledictions of Amos and Isaiah," p. 159.

²Tucker, "Covenant Forms and Contract Forms," p. 49.

³Buss, "The Covenant Theme in Historical Perspective," p. 504.

⁴David I. Owen, "Text Fragments from Arrapha in the Kelsey Museum of Art and Archaeology," in Studies on the

While there existed no distinct cut off point for the curse and correlative starting point for the court, the latter did supersede the former as is evidenced in the progression seen in epigraphical materials.¹ The court scene was customarily carried on at the city gate where "the complaints and accusations were made against offenders of persons and property, or even quarrels."² When one of the parties had failed to comply to the terms of the treaty a lawsuit was instituted against him.³ The personnel of the lawsuit then began their respective functions. They were "the judge, perhaps an advocate for the covenant, the accused, and sometimes those who witness the proceedings."⁴ As the court came into session it passed through several distinct phases: subsequent to the summons to court by messengers, the declaration of charges was

Civilization and Culture of Nuzi and the Hurrians (Winona Lake, IN: Eisenbrauns, 1981), p. 462.

¹Buss, "The Covenant Theme in Historical Perspective," p. 504.

²G. Herbert Livingston, "Structural Aspects in the Old Testament Prophet's Work and Message," AS 32 (January 1977):18.

³Kline, "Oath and Ordeal Signs," p. 127.

⁴Livingston, p. 19. In the case of Israel, where a treaty with Yahweh had been breached the judge was Yahweh, the lawyer was the prophet (cf. Isa 1:2-3) and heaven and earth are called in as witnesses. Huffmon, "The Covenant Lawsuit in the Prophets," p. 286. For a thorough discussion regarding the lawsuit as it was applied to Israel consider: Fensham, "Common Trends in Curses of the Near Eastern Treaties and Kudurru-Inscriptions Compared with Maledictions of Amos and Isaiah," p. 174.

made. This was followed by the rebuttal of the accused, the pronouncement of the sentence, conditions of life during judgment and possible conditions for pardon.¹ On the national level, should the summoning messenger be rejected or killed, this would serve as a declaration of war and grounds for the fulfillment of the treaty curses.²

Swearing of Oaths

Abban placed himself under oath of Iarimlim and had cut the neck of a sheep saying (Let me so die) if I take back that which I gave the. . . Nigma [ddu] . . . made the oaths.³

The parity treaty contracted between Abban and Iarimlim, during the eighteenth century B.C. suffices to show the significance of the oath swearing ritual. In Genesis 31:53 "Jacob swore by the fear of his father Isaac." The verbal form וַיִּשְׁבַּע is found in the niphal stem which seems to denote the reflexive⁴ usage of "to

¹Livingston, "Structural Aspects in the Old Testament Prophet's Work and Message," p. 20.

²Kline, "Oath and Ordeal Signs," p. 128. This gives added impetus to the case of Israel and Judah who blatantly stoned the prophets (cf. Matt 23:37), Yahweh's court messengers and lawyers, as they sought to apply the וַיִּב which was in essence "a (legal) case, of suit." KB, p. 888. By and large this serves to explain much of Ezekiel's prophetic activity and message. Matitiah Tsevat, "The Neo-Assyrian and Neo-Babylonian Vassal Oaths and the Prophet Ezekiel," *JBL* 78 (September 1959):199-204. Concerning the role of Old Testament prophets, see: Laney, "The Role of the Prophets in God's Case Against Israel," p. 318.

³Wiseman, "Abban and Alalah," p. 129.

⁴Williams, Hebrew Syntax: An Outline, p. 27.

swear."¹ A translation which brings out the stem's characteristic reflexive stress is "to bind oneself to an oath."²

The Verb שָׁבַע

The verb שָׁבַע "is identical in its consonantal root to the word sheba, 'seven.'"³ The semantical relationship existing between these two words is seen in Genesis 21:22-34. In this context Abimelech contends with Abraham over some previous activity. Abimelech pleads with Abraham to swear שָׁבַע that he will treat him fairly while Abraham pleads for recognition that he owns a nearby well. Using the Heb. term under consideration, שָׁבַע, he requests in verse 23, "Now therefore swear to me by God that you will not deal falsely with me." Abraham then sets seven ewe lambs out from the rest of the flock. Abimelech's question is justified when he asks, "What do these seven ewe lambs mean?" Abraham responds with what may well be an explanation of the connection between שָׁבַע, seven, and שָׁבַע, to swear. He answers in verse 30, "You shall take these seven ewe lambs from my hand in order that it may be a witness to me." The verb שָׁבַע may render a literal translation of "to seven oneself, or bind oneself by seven."⁴ As awkward as this translation may sound, in the ancient world, "it was not uncommon to

¹BDB, p. 989. KB, p. 943.

²TWOT, s.v. "שָׁבַע," by R. Laird Harris, 2:898.

³Ibid.

⁴BDB, p. 989.

seal an agreement by the septenary number.¹ The custom of swearing by seven is also attested in the alliance texts of the Greeks and Romans.²

The Oath Formula

In Genesis 31:53 Jacob swore by the fear of his father Isaac. The verbal form of שָׁבַע is immediately followed by the preposition בְּ which is prefixed to the noun translated fear (פֶּחַד). The common oath formula as it is found in the OT is בְּשָׁבַע, frequently translated to swear by. In the case of Abraham, he swore by the lambs in that they were the material witness to the alliance. The preposition בְּ which is prefixed, indicates "the valuable thing that is pledged."³

The Parallel Idiom

An interesting usage of the Hebrew idiom בְּשָׁבַע is found in passages where the Lord swears by Himself. Using Himself as a witness in Genesis 22:16, He asserts "by myself I have sworn." It seems quite clear that the swearing being spoken of by God is a reference to the Abrahamic covenant which was made some time prior to the account of Isaac and Abraham. The point being made is this: To make a covenant as God did in Genesis 15 and

¹Harris, "שָׁבַע," p. 900.

²Herodotus records a clear usage of seven items in an oath ceremony. Herodotus iii:8.

³KB, p. 943.

17, is synonymous with swearing an oath. The parallel concepts are brought out in Deuteronomy 29:13 ". . . in order that you may enter into the covenant with the Lord your God and into His oath which the Lord your God is making with you today . . . am I making this covenant and this oath."¹ The analogous aspects of covenant and oath are seen throughout the OT and in all levels of agreements.²

A basic but significant concept to note is that when God made a covenant or synonymously swore an oath, he was in essence making a promise. In Genesis 26:3 God promises, "I will establish the oath which I swore to your father Abraham." To "establish an oath,"³ (קִיַּם) in this context would be comparable to fulfilling a promise. Thus in understanding the basic rudimental aspect of the alliance as oath or promise one is able to grasp not only the significance but also the practical outworking of the alliance itself.

The parallel of covenant and oath is not merely confined to the OT. The earliest known treaty, the Vulture

¹Note other passages where making an alliance and swearing an oath are parallel: Abraham and Abimelech--Genesis 21:31; Isaac and Abimelech--Genesis 27:28; Israel and the Gibeonites--Joshua 9:15; Jehoiada and the Carites--2 Kings 11:4b.

²Tucker, "Covenant Forms and Contract Forms," p. 48.

³In the more recent Targumic literature the OT passages where the Hebrew בָּרַח בְּרִיחַ is recorded are translated into the Aramaic qyym qym. Robert Hayward, Divine Name and Presence: The Memra (Totowa, NJ: Allanheld, Osmun Publishers, 1981), p. 62.

Stele, contains the very same synonymous cognate terms.¹

It is interesting to note that both the Babylonian and the Hittite languages from which so much of the comparative treaty materials are drawn, do not have an individual word for contract, covenant, and treaty. "In both languages the covenant was designated by a phrase which could be translated literally as 'oaths and bonds.'"²

This is also reflected in the Egyptian word c_{rk} meaning "to swear," which much like the case of the Hebrew בָּרַיִת, was probably a derivative of c_{rk}, "to wrap, bind."³

This early Egyptian semantic parallel along with the Hittite and Babylonian texts demonstrates the fact that only the sphere of life determines the type of agreement which is made.

The Usage in Genesis 31:53

Laban had made the proposal that they swear by "the God of Abraham and the God (god) of Nahor" (Gen 31:53). Opinions differ at this point in that some see a clear reference to both Jacob and Laban as calling upon "their respective ancestral deities."⁴ It seems that

¹Tucker, "Covenant Forms and Contract Forms," p. 481. Other ancient treaties which record the parallel usage of treaty and oath are as follows: between Naram-Sin and the Ruler of Elam; in the Akkadian epic of Etana and the Eagle; between Iaggid-Lim and Ila-Kabkabu.

²Mendenhall, Law and Covenant in Israel and the Ancient Near East, p. 31.

³Wilson, "The Oath in Ancient Egypt," p. 130.

⁴Speiser, Genesis, p. 243.

Laban, "according to his polytheistic views, placed the God of Abraham upon the same level with the god of Nahor and Terah."¹ Almost exclusively the sacred ceremonies of alliances such as this brought with them the problem of two overlapping cultic circles. As the gods of both parties were called in as witnesses there had to be a mutual recognition by each party of the other's god.²

Laban proposes that they swear by the name of their ancestral deities and that these gods should "judge between" them (Gen 31:53). The word order of this main clause is significant in that the normative Hebrew sentence structure is broken. Rather than following the usual pattern of "verbal predicate + noun subject + noun object"³ the first main clause in Genesis 31:53 places the noun subject first. The list of gods is placed first probably for the sake of emphasis.⁴ Laban entreats Jacob to perform the solemn rite of swearing oaths as the gods witness the act.

¹C. F. Keil and F. Delitzsch, The Pentateuch, vol. 1, trans. James Martin in Biblical Commentary on the Old Testament (Grand Rapids: Wm. B. Eerdmans Publishing Co., 1978), p. 300.

²Von Rad, Genesis, p. 313. Such recognition was not merely a passive approval but the individual was actually brought into relation with the gods of the opposite clan. ISBE, s.v. "Covenant," by George Berry. These gods combined with those of the other party and functioned as the sanctioning agents who would inevitably assure the punishment of a perjurer. McCarthy, "Three Covenants in Genesis," p. 187. Another aspect of their role then was that of executing the curses or maledictions. Tucker, "Covenant Forms and Contract Forms," p. 413.

³Williams, Hebrew Syntax: An Outline, p. 96.

⁴Ibid.

The verbal form יִשְׁפֹּט occurs in the qal stem and as an extension of the imperfect tense it carries somewhat of a jussive force.¹ In the use of the jussive force Laban seeks "to express a more or less definite desire that something should happen" (viz. the judging of the gods).² The verse might best begin with let or may for a complete translation of "let the God of Abraham and the God of Nahor, the God of their father, judge between us."

A textual variant occurs in this verse differing only in the number of the verb. The Samaritan Pentateuch and the LXX seem to reflect a textual tradition in which the verb judge appears in the third masculine, singular, form rather than the masoretic text plural form. The LXX uses $\kappa\rho\iota\nu\epsilon\hat{\iota}$ rather than $\kappa\rho\iota\nu\omicron\upsilon\sigma\iota$ and offers no textual variants to the Greek form. The attempts on the part of these two text types appear to be witnesses of an effort to maintain a strictly monotheistic text. By rendering יִשְׁפֹּט as a singular verb the notion of two ancestral deities could actually be reworked into two individual references to the same God. Such an attempt would relieve any polytheistic content from the speech of Laban who actually was a worshipper of idols regardless. The LXX translators were notorious for their attempts to eliminate

¹Weingreen, A Practical Grammar for Classical Hebrew, p. 88.

²E. Kautzsch, ed., GKC, 2nd ed. (Oxford: At the Clarendon Press, 1910), p. 321.

any possible theological misunderstandings or inconsistencies.¹

Jacob's response would seem to indicate that he either could not comply to the collective deity oath suggested by Laban or that he sought to honor the Lord with an appellative similar to that which he had used previously in the chapter. The genitive construction פֶּחַד־יִצְחָק "fear of Isaac" occurs in Genesis 31:42, yet due to the obscure nature of פֶּחַד it is somewhat enigmatic.² The term is generally translated "dread,"³ "trembling,"⁴ and the range of meaning can pass from an internal emotion to an external object of terror.⁵

Skinner proposes a translation reflecting the idea of "the deity feared and worshipped by Isaac,"⁶ as he apparently sees the phrase as an objective genitive.⁷ The usage here may be the customary sense of fear, in which case some reference is made to the ordeal of Isaac⁸ found

¹Ernst Wurthwein, The Text of the Old Testament, trans. Errol F. Rhodes (Grand Rapids: Wm. B. Eerdmans Publishing Co., 1979), p. 66.

²Speiser, Genesis, p. 247.

³BDB, p. 808.

⁴KB, p. 757.

⁵TWOT, s.v. " פֶּחַד ," by Andrew Bowling, 2:721.

⁶Skinner, A Critical and Exegetical Commentary on Genesis, p. 399.

⁷Williams, Hebrew Syntax: An Outline, p. 247.

⁸Speiser, p. 247.

in Genesis 22. Should this assumption be true, then one writer proposes the translation "the Awesome One of Isaac."¹ The title would then also depict "the God who was worshipped by his father with sacred awe."² Another view suggests that the phrase be translated, "the terror inspired by Isaac"³ and that the appellative instead refers to the local deity of Beersheba.⁴ The syntactical construction would then be a subject genitive⁵ and is thus a grammatical possibility. It was customary during this period of urbanization and even much earlier for a city to have its own patron deity.⁶ This view seems quite incongruous to Jacob's commitment to Yahweh and is also quite unlikely in light of the syntax of Genesis 31:42.

It appears that a string of appositions is being used in Genesis 31:42 and of necessity referring to the same individual: "the God of my Father, the God of Abraham and the fear of Isaac." The verb to be which follows is used in the third person, masculine, singular and would seem to rule out any plurality of deities. If the individual

¹Speiser, Genesis, p. 247.

²Keil and Delitzsch, Pentateuch, p. 300.

³Skinner, A Critical and Exegetical Commentary on Genesis, p. 399.

⁴Ibid.

⁵Williams, Hebrew Syntax: An Outline, p. 11.

⁶Frank S. Frick, The City in Ancient Israel SBLDS, no. 9, revised ed. (Missoula, MT: Scholars Press, 1975), p. 173.

identified as "the fear of Isaac" in Genesis 31:42 is the same as the individual mentioned in Genesis 31:53 by whom Jacob swore then it is probably a reference to Yahweh, the God of his father.

The Covenant Meal (Gen 31:54)

It has been contested that the covenant meal documents the amicable settlement of the partners in a bond of fraternal unity.¹ The account of the contract established between Jacob and Laban portrays some interesting and seemingly unique customs in covenant-making with regard to the meals which were celebrated. It appears that there were two distinct meals observed in the course of that day with which the agreement was finalized. The first was clearly part of the ceremony used to form the alliance. Subsequent to gathering the stones which served as the material witness to the oath, "they ate there by the heap" (Gen 31:46). The Heb. verb יִאָכְלוּ "they ate" is found in the normal qal stem and reflects no distinctly cultic or ceremonial phenomena in and of itself. The context, however, seems to suggest that the meal followed the invitation of Laban to make an alliance. Consequently its location in the sequence of ceremonial events would strongly argue for an identification as the covenant meal. The second meal, however, raises a number of questions.

¹Von Rad, Genesis, p. 313.

The contract seems to have been completed when the events of Genesis 31:54 commenced: "Then Jacob offered a sacrifice on the mountain and called his kinsmen to the meal; and they ate the meal and spent the night on the mountain." Skinner's words are appropriate here: "Is this part of the religious ceremony?"¹

The Argument of Sequence

It is significant that in the previous verse the swearing of oaths in the presence of the divine witnesses is recorded. The events of verse 54 would then appear to follow the oaths at least chronologically if not immediately. The initial verbal form in verse 54 is וַיִּזְבֹּחַ and renders a translation of "and he sacrificed" (viz. Jacob). The prefixed conjunction is somewhat ambiguous but may actually be translated as "then" (NASB). It (the conjunction) appears to function here as a temporally sequential activity in contrast to one which is logically sequential.² If this be the case then perhaps the sacrifice and meal combination may be reminiscent of the ratification rite/meal which so often consummated the treaties and alliances of the contemporaneous era. The idiom לֶאֱכֹל is used to express the meal activity yet "it means nothing more than simply 'to eat,' 'to feed on.'"³ An

¹Skinner, A Critical and Exegetical Commentary on Genesis, p. 402.

²Lambdin, Introduction to Biblical Hebrew, p. 108.

³TDOT, s.v. "לֶאֱכֹל," by Magnus Ottosson, 1:237.

understanding concerning some of the other alliances where the ratification ceremony occurs in conjunction with the meal may help to clarify this problem.

The Argument From Comparative Genre

There seems to be significant extra-biblical evidence that the sacrificial animal which was used in the ratification ceremony of the agreement, was ultimately consumed at a common meal which followed. One writer argues for a strong biblical tradition which "points to a communal meal accompanying the sacrifice at the forming of a treaty."¹ It was contested previously that a tenable etymology of the idiom כָּרַח בְּרִית was that of an allusion to the slitting or cutting of the ratification animal at a time designated for oath swearing. This symbolized "the binding status of the covenanting parties"² while at the same time functioned as a curse rite. These "practical demonstrations"³ were in essence both vicarious rites⁴

¹Fensham, "Did a Treaty Between the Israelites and the Kenites Exist?" p. 54. Wiseman contends that in all types of treaties the conclusion of the agreement was marked by oath-taking ceremonies and sacrifices. Wiseman, "The Vassal Treaties of Esarhaddon," p. 28.

²Hasel, "The Meaning of the Animal Rite in Genesis 15," pp. 67-68. The person swearing the oath pledged his life to keep the treaty; it is clear that this gesture was symbolic of the fate of the treaty breaker. Polzin, "HWQY' and Covenantal Institutions in Early Israel," p. 234.

³Wiseman, p. 26.

⁴Examples of such range from cutting the flesh of the covenanting parties [Trumbull, The Blood Covenant, p. 322] and in some cases it involved drinking the blood from these wounds [Berry, "Covenant," p. 272] to slaying a lamb [Kline,

and also food for covenanting parties as they celebrated their fraternal union. If the alliance involved the use of an animal it was likely that this animal was eventually eaten.¹ The slaughtering of a sheep at Alalkh and an ass at Mari would appear to serve this very purpose.² In Exodus 24:11 with the forming of a covenant at Sinai, a sacrificial meal is mentioned. In this case it was both a sacrifice to God and also food for the covenant meal.³ While there appears to be no clear evidence of a ratification animal at the celebration of Joshua's treaty with the Gibeonites (cf. Josh 9:14-15) the covenant meal concept may well explain why the Israelites ate food which was dry and crumbled (Josh 9:12).

In light of the foregoing discussion it would seem that the second meal celebrated at the alliance ratification in Genesis 31:54 was also a part of the ceremony.

"Oath and Ordeal Signs," p. 118], or merely cutting the hair of the ratification animal. John P. Brown, "The Role of Women and the Treaty in the Ancient World," BZ 25 (1981):9. One writer contends that the original practice was that of cutting the wrists but for obvious reasons the substitute animal became more popular. Norman K. Gottwald, A Light to the Nations (New York: Harper and Row Publishers, 1959), p. 139.

¹Fensham, "The Treaty Between Israel and the Gibeonites," p. 98.

²Ibid.

³Fensham, "Did a Treaty Between the Israelites and the Kenites Exist?" p. 54. "It was food for Jehovah, so far as it was burnt upon the altar: and food for the sacrificer." J. H. Kurtz, Sacrificial Worship of the Old Testament, trans. James Martin (Grand Rapids: Baker Book House, 1863), p. 170.

After they had sworn by the unseen witnesses,¹ Jacob offered sacrifices on the mountain, and "invited his relations to eat, i.e. to partake of the sacrificial meal, and seal the covenant by a feast of love."²

¹The gods were considered to be the unseen witnesses at the swearing of oaths and the unseen guests at the sacral meal. Von Rad, Genesis, p. 313. Those who ate together at such festivities believed that the gods actually had a part in what had transpired. McCree, "The Covenant Meal in the Old Testament," p. 128.

²Keil and Delitzsch, Pentateuch, p. 300.

CONCLUSION

It has been the purpose of the writer to establish somewhat of a conceptual base concerning legal agreements in general and then to focus in on some of the specific constituent parts of the same. At the outset an attempt was made to confirm a common ground with regard to the OT and other comparative genre. Strong emphasis was placed on the fact that God in the process of His revelation expected His people to understand the existing conceptual language of their day. Legal terminology was a part of the imagery employed by God in communicating His attributes and the nature of His relationship with Israel.

The problem of no standard classification of legal agreement terminology was considered and a few guidelines were laid for this particular study. Treaty pertains to an international status while covenant tends to be more of a general, inclusive term. Oaths may be part of any legal agreement or in some cases distinct legal forms in and of themselves. Contracts pertain to those legal agreements that are more thing oriented in contrast to treaties and covenants which are aimed at establishing relationships. Having established this system the breakdown soon begins. It is the opinion of the writer that a great deal of flexibility was practiced in the use of these

agreements and also a great deal of overlap existed between them. Some alliances even appear to be a conglomeration of all the individual classifications being considered. In the final analysis, it is the life situation that determines what type of agreement is necessary.

Other distinctions were made with regard to levels of agreements. The two contrasting theories of G. Kestemont and V. Korosec were reviewed in what was attempted to be an objective manner. It will be recalled that Kestemont rejects all notions of parity and suzerainty. Having obliterated these distinctions he contends that all agreements were in essence of a parity nature when it comes down to the level of alliance. Any subordination is superficial regardless of military strength, etc. A strong emphasis has been placed on the brotherhood aspect of alliances and a number of examples were cited from Scripture where a parity type situation was present.

Having established a broad legal base, a scheme was then proposed for this study. Employing Genesis 31:44-54, the contract between Jacob and Laban served as a model for the patriarchal legal agreements. The selection of a model was not intended to imply that all patriarchal contracts follow the same form or even contain the same elements. Conversely, each is a distinct creation pragmatically formulated for that Sitz. Due to the nature of this study, special emphasis was placed upon those individual words, legal idioms, and concepts which the writer considered to be most pertinent. The primary goal was

then to recover the original form of this particular contract by analyzing and then drawing together conclusions based on its constituent parts (viz. oath, stipulations, etc.). A brief synthesis of these conclusions is as follows:

In establishing the historical context of Jacob's alliance with Laban the question was raised regarding the validity of Nuzi parallels to this study. It was suggested that while there are strong similarities existing between Jacob's two marriages and the Erēbu nuptial customs, that any genuine parallels should be rejected due to insufficient evidence. The whole suggestion of adoption status for Jacob is one based on scanty information and seems to require imposing extraneous ideas into the text. Rejection of the Nuzi parallels, however, does not nullify the potential legal value of the household gods that Rachel stole.

The teraphim were household gods or idols which belonged to the owner of the estate. It was suggested by the writer that many scholars have viewed these images as being "tangible symbols of family leadership."¹ Possession of the idols could have conveyed the control of the family cult. It is no wonder then that Laban was infuriated when Jacob stole away with his daughters, grandsons and teraphim. Once Jacob and Laban had settled the matter,

¹Gordon, "Erēbu Marriage," p. 156.

an offer was made by Laban to form a new alliance and in doing so mend the severed relationship.

The alliance was initiated by Laban as he employed the customary idiom for making a covenant, כָּרַח בְּרִית. A brief study of the word בְּרִית and also the idiom demonstrated that the literal rendering "to cut a bond" reflected the ratification rite where the substitute victim was cut or slit.

A brief consideration was given to the different ways in which an agreement was recorded with special emphasis placed on the material witness variety due to its attestation in Genesis 31. In conjunction with the material witness, the role of the gods as witnesses was emphasized. Laban utilized the normal legal format of swearing by the gods and in the opinion of the writer sought to introduce the patron deity notion to this contract.

Although no specific curses are mentioned in the text of Genesis 31, there seem to be implicit references to at least some divine retribution should the contract be violated. Laban's reference to the God of Abraham and the god of Nahor judging between them may be a subtle reference to the court motif although there is not enough information available to adequately support this idea.

The Aramaic toponym in Genesis 31:47 would seem to be a literary device designed to add just a touch of authenticity to the account. To the early readers of

the Pentateuch this would have meant a great deal.

The two covenant meals which were celebrated played an important role in the re-establishment of a fraternal relationship that Jacob and Laban once had. The sacrifice offered up by Jacob may well have involved a ratification animal which had been used in a previous curse rite. Again, the text is not explicit although numerous parallel accounts do occur in Scripture and the ANE.

Typical in one sense yet unique in another the contract established between Jacob and Laban serves as a good model of an agreement which would have been formulated during the patriarchal period. This study has proven helpful to the student in not only gaining a breadth of understanding for legal terminology and structure but also the alliance which united him with God.

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