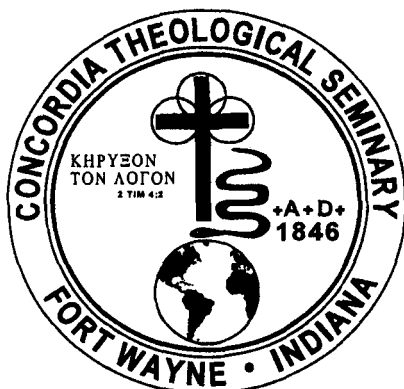


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The Concept of διαθήκη in the Letter to the Hebrews

Scott R. Murray

Introduction

The meaning of the biblical terms ברית and διαθήκη and their cognates is a crux of interpretation for exegetes.¹ In the broadest terms, students of the Bible must deal with the division of Scripture into Old and New Testaments.² Interpreters of the letter to the Hebrews face the more difficult task of determining how the author of the letter actually used the biblical term διαθήκη. The problem is to analyze how the writer to the Hebrews uses the terms διαθήκη and διατίθεμαι based on a study of the covenant idea in the Old Testament; the use of the terms (διαθήκη and διατίθεμαι) in Hellenistic sources; and the context of the New Testament letter to the Hebrews. The terms ברית and διαθήκη in Old Testament literature will be analyzed with an emphasis on the religious use of the terms and will develop an understanding of the author's use of the idea based on Old Testament sources, which includes both the Masoretic text and the Septuagint texts. The Hellenistic use of the terms διαθήκη and διατίθεμαι will be examined to learn how Hellenistic usage modified the Old Testament concept of ברית. The use of διαθήκη in the New Testament letter to the Hebrews will be analyzed.³ Further, it will analyze how the letter to the Hebrews uses διαθήκη. Emphasis will be placed on determining the use of the terms in Hebrews 9:15-18.

¹Gottfried Quell ("διαθήκη," in *Theological Dictionary of the New Testament*, edited by G. Kittel, translated by G. W. Bromiley, volume 2 [Grand Rapids: William B. Eerdmans, 1964], 107-108), points out the anomalies in the Old Testament usage of ברית. First, the etymology of the word is by no means clear. Second, the cultic activity attendant upon the making of a covenant is itself obscure in meaning.

²See, for example, B. W. Anderson, "The New Covenant and the Old," in *The Old Testament and Christian Faith*, edited by B. W. Anderson (New York: Harper and Row, 1963), 225-242.

³No attempt will be made to link the views of the writer of the letter to the Hebrews with the rest of the New Testament.

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The Use of ברית in the Hebrew Old Testament

The Hebrew word ברית has an uncertain etymology.⁴ Terms normally connected with ברית⁵ provide little insight into the meaning of the term, except that they give evidence of the fixed validity of the promises given in a ברית.⁶ Thus the word itself and the words associated with it give only a vague outline of its meaning. The context in which the word was employed better determines the meaning of the word.

Gottfried Quell was cautious about assigning a single word to translate ברית. He suggested that the translation "covenant" is more a paraphrase than a translation. The Jewish scholar Martin Buber said that ברית was translated "covenant" (*Bund*) only "for want of anything better."⁷ The difficulty in finding an adequate translation for the word ברית is compounded when the interpreter moves to the letter to the Hebrews.

Old Testament covenants were of two kinds, those between God and people and those between persons. The sacred covenants established by God provide a legal form for the fellowship between God and His people. The fellowship that God initiated with people was the essential issue in the establishment of a sacred covenant in the Old Testament. The Old Testament did not focus on the "cutting" [כרת] of the covenant, that is, the sacred action surrounding the solemnization of the covenant. The sacral event was not central to the establishment of the covenant. Instead, the

⁴Quell ("δισθηκη," 107) attempts to prove its derivation from the Hebrew verb, ברה "to eat," have proven fruitless. There is no certain evidence to link ברית to this verb. Quell thinks it more likely that ברית is related to the Akkadian *baru* which means "to bind." In this sense the ברית is a binding agreement or relationship between two parties.

⁵Such as כרת "to cut," which can mean "to cut off," or "to cut in two." Already in Deuteronomy 29:11 the word is used in the sense of "confirm with an oath": אָשַׁר יְהוָה: אֲלֵהֶיךָ כְּרַת עִסְקָה הַיּוֹם. Thus the cultic context of the covenant is not made any clearer by this most common of the verbs used with ברית (eighty-six times in the Old Testament). The other verbs used with ברית provide even less help for the interpretation of the word. These verbs, בוא "to enter into," עמד "to be in," עבר "to transgress," הפך "to break," "are too colourless to bring out the local sense and thus to help to a reconstruction of the sacral scene." Quell ("δισθηκη," 109) based this opinion on the work of Paul Karge, *Geschichte der Bundesgedankens im Alten Testaments*, volume 1 (Münster in Westphalen: Aschendorff, 1910), 227.

⁶Such as הקים "to establish," נתן "to institute," שמר "to maintain."

⁷Martin Buber, *Königtum Gottes* (Berlin: Schochen Verlag, 1932), 113, quoted in Quell, "δισθηκη," 108.

resulting relationship established between God and people by God was the central meaning and purpose of the Old Testament use of covenant.⁸ A covenant initiates the relationship of fellowship between God and people. The focus was on relationship.

The two kinds of Old Testament covenants might tempt the interpreter to effect an artificial distinction between two types of covenant, for example, sacred and secular. However, covenants between people still retained sacral elements. Sacrificial rituals were performed and solemn oaths were spoken. More importantly, for the purposes of this study, the putatively secular transaction implied by the establishment of a legal covenant between God and people leads to the conclusion that "it is plainly not a normal legal procedure."⁹ God used a legal relationship with specific conditions to declare a fellowship relationship with people. God bound himself to the fulfillment of the promises given in a covenant by solemn oaths and ritual acts. This act of God was made possible because God revealed himself as "a legal personage with a clearly declared goal."¹⁰ Furthermore, the ancients did not make a sharp distinction between the sacred and the secular. So Quell contended,

The concept of the covenant is thus designed to serve a purpose of conceptual clarification. It leads to theological reflection along legal lines. For this reason we prefer to describe this as the theological concept of the covenant in distinction from the purely legal concept that applies to the human covenant with no theological implications. The advantage of this terminology is that it does not dispute but fully recognizes the fact that the theological covenant is itself legal in structure, so that a covenant between God and man implies no more, if no less, than the formal concept of a rightly ordered relationship. To the legal understanding, however, a religious addition is made in the form of a statement about God which is strictly conceptual and therefore theological.¹¹

⁸The concept is used several times in a metaphorical fashion to denote a relationship between either God or people with things or animals, where the sacral action is of no significance; Isaiah 28:15, 18; Job 5:23; 31:1.

⁹Quell, "διαθήκη," 110.

¹⁰Quell, "διαθήκη," 110.

¹¹Quell, "διαθήκη," 110.

In other words, Quell sees the divine covenant with people primarily as a theological construct formalized by a legal relationship. The legal aspect introduced certainty and reliability into the religious relationship between God and people. The essential aspect was still the religious relationship formalized by the covenant. For, as Quell pointed out, the covenant, despite its legal trappings, still “strongly demands religious feeling” on the part of the human participants.¹²

The covenant relationship between God and people stands at the center of the Old Testament view of religion. The Old Testament, like the New, is absorbed by the question of a person’s standing before God.¹³ The covenant theme was a deeply embedded aspect of the Old Testament religious scene, so much so that F. Baumgärtel suggested “even where the term covenant is not present, the intention behind it may be expressed.”¹⁴ The shadow cast across the whole Old Testament by the covenant concept is attributable to both the appearance of the covenant at pivotal moments in biblical history and the simplicity of the concept itself.¹⁵

The Legal Aspect of the Old Testament Covenant

The covenant established between Jacob and Laban provides all the characteristic legal elements of the covenant in a single account.¹⁶ Quell summarized these elements.

- a. כרת “to cut” is used in summary description of the whole transaction recorded;
- b. there is a record of the divine attestation and the unalterable validity of the compact;
- c. more precise details are given of the mutual agreement;
- d. there is an oath in acknowledgment of the divine guaranteeing of correct intention;
- e.

¹²Quell, “διαθήκη,” 110. Quell is overly critical of the usefulness of legal concepts to convey the divine gifts from God to people. The Bible consistently places God in relationship with people on the basis of legal constructs. This is no less valid than the descriptions of God’s relationships with humans based on other concepts, such as loving kindness, or the tenderness of a human mother toward her child. Though a legal concept, the divine covenant is no less an act of mercy.

¹³The New Testament writers employed the δίκαιος word group to describe the standing of the person *coram Deo*.

¹⁴F. Baumgärtel, *Die Eigenart der at. lichen Frömmigkeit* (1932), 76, quoted in Quell, “διαθήκη,” 111.

¹⁵Quell, “διαθήκη,” 111.

¹⁶Genesis 31:44-55.

a sacrifice is offered; and f. the covenant brethren share a common meal.¹⁷

In this instance Moses emphasized the legally binding and valid nature of the covenant made by Jacob with Laban. Therefore, the legal details are brought to the forefront in the narrative. Whether this narrative employed every detail used in every covenant ritual is uncertain. It is doubtful that all the details were always followed, especially in the cases of a covenant between God and people, where the conceptual relationship is most important.

The blood sacrifice that took place in Genesis 31:44-55, while not necessarily enacted at every covenant, pointed toward an important source of the covenant relationship. Quell argues that blood relationship was the identifying characteristic of the nomadic and conquest periods of the life of Israel. Persons were bound together by blood relationships in families, septs, clans, and tribes. Any extension of those relationships beyond genuine blood ties demanded the sharing of blood, accomplished in the covenant by a blood sacrifice. This blood sacrifice, carried over into the period of the monarchy, provided the bond between persons, and established fellowship between them. The covenant expanded the application of blood brotherhood beyond its familiar role by means of legal extension. The substance of this legal extension was the written covenant. The written covenant codified a fictional blood relationship that made participants brothers. The importance of blood is firmly entrenched in Israelite thinking as early as in Exodus 24:8, where it is specifically called "the blood of the covenant."¹⁸ In this text the people are sprinkled by Moses with the blood of the covenant.

This action takes place after the sacrifice, and it is to be understood in the light of the explanatory words: "This is the blood of the covenant." That is to say, the blood itself is declared to be symbolically or magically the ברית. Both participants are linked with the same blood, and therefore the one is as the other. In this case the rite is a cultic act, for we have here a theological covenant.¹⁹

¹⁷Quell, "διαθήκη," 113.

¹⁸מד־ברית. See also Zechariah 9:11, in which Yahweh specifically refers to the blood of his covenant, במד־בריתך.

¹⁹Quell, "διαθήκη," 115.

The Sinaitic covenant was sealed with blood, joining the people to Yahweh, with the inviolable permanence of human covenants made more permanent by Yahweh. While Quell's view of the history of the blood sacrifice may be criticized for being speculative, he has not underestimated the importance of the blood itself to the meaning of the covenant nor the resulting certainty of the relationship. The covenant joining brothers is "unalterable, permanent (ברית עולם) and inviolable, and thus makes supreme demands on the legal sense and responsibility of the participants."²⁰

The Theological Aspect of the Old Testament Covenant

The theological aspect of the Old Testament covenant was the involvement of God in the covenant, not merely as a guarantor of fidelity,²¹ but as an active participant pledging himself to uphold the terms of the covenant. God promised to fulfill the covenant.

The idea that God was bound to the people by covenant arose early in the history of Israel. Quell, despite his higher critical presuppositions, suggested "that from the time of the redemption from Egypt the confederation which arose under Moses' leadership cherished the idea of a theological covenant with Yahweh and indeed found in the implied sense legal obligations which enabled them to fulfill their very difficult task."²² The tenacity of a loosely organized group of semi-nomads attempting to conquer Canaan was explainable based on the covenant promise of Yahweh.

Quell believed the Mosaic account of the Sinaitic covenant was a fiction engineered to give cultic certainty to the people. He based this hypothesis on the presupposition that Moses could not be the author of the Pentateuch. However, the people of Israel held the founding of the Sinaitic covenant to be historical fact, not myth. This was essential to the legal certainty of the covenant.

[A]ppel had to be made to the history of the reality of the divine commitment asserted. Consequently the Moses stories, the whole tradition of Israel and Judah to the latest periods, and the very structure of the legal concept all presuppose a historical event that

²⁰Quell, "διαθήκη," 114-15.

²¹As in Genesis 31:44-55.

²²Quell, "διαθήκη," 119-20.

established the divine covenant. Indeed, the concept could hardly have attained the significance it did if cherished recollections of the past had not enforced its recognition. The concept implies with the utmost clarity that we are not dealing with a mere idea of God but with an act of God in the remote past.²³

The legal, and therefore earthly, nature of the covenant transaction reinforced the immanence of the rescue provided to the people of Israel by the covenant God.

The Sinaitic covenant recorded in Exodus 24 brought the people into a fuller realization of the intimacy of the relationship between themselves and Yahweh. The account of the giving of the covenant reached its climax when "Moses and Aaron, Nadab and Abihu, and the seventy elders of Israel went up and saw the God of Israel." The theophany recorded there received scant description out of reverence for God. Most significantly, "God did not raise his hand against these leaders of the Israelites; they saw God, and they ate and drank." This account strengthened for Israel the complete participation of God in the covenant. The relationship established by God in the covenant obligated God to protect the שלום between Himself and His people. So, although they saw God, "God did not raise his hand against them."²⁴ Quell rightly warned, "the basic thought in the message of salvation contained in the covenant theory, namely, that God is willing to set His covenant partner in a *shalom* status, can never be completely forgotten even when it is in danger of being overwhelmed by legal considerations."²⁵ The covenant idea became the framework for a tender depiction of God who comes into relationship with His people. Even the simple detail that the elders ate and drank with God depicted Yahweh as the God who condescended to be in fellowship with His people. Quell opined that this event served to show that

God's dealings are not incalculable. They have a goal which is firmly delineated and can be comprehended by man. All unwholesome terror, all fear of God in the sense of apprehension before His commanding power, all trembling at unknown forces and events is

²³Quell, "διαθήκη," 120.

²⁴References to Scripture in this paragraph are from Exodus 24:9-11 (NIV).

²⁵Quell, "διαθήκη," 122. The testimony of the prophets against the people revealed that Israel had come to presume upon the legal aspects of the covenant. Jeremiah especially protested against this abuse in Jeremiah 31.

now banished from religion, and the basis is thus laid for the Gospel, as we might make bold to say.²⁶

Quell is right to be bold. By the establishment of a covenant with the people, God now revealed Himself as the God of the gospel, the good news of peace and salvation. The Old Testament covenant with God was a gospel relationship that powerfully foreshadowed its repetition in the New Testament.

The Progress of the Covenant in the Old Testament

The Old Testament presented a progressive restatement of the covenant to the people of God. The most important covenants were the Noahic covenant, the Abrahamic covenant, the Sinaitic covenant, and the Davidic covenant.²⁷ Each of these implied a progressive unfolding of the covenant provisions that ultimately culminated in the promised new testament.²⁸ These covenant statements show a great deal of similarity. They were given by God Himself, were universal in scope, offered unconditionally, emphasized divine monergism, and were perpetual.²⁹

The covenant that does not seem to fit the above definition is the Sinaitic covenant. It appears to remain effective only if the people did "everything the Lord has said."³⁰ However, according to J. Murray, this is a legalistic misconstrual of the Sinaitic covenant. "The feature that has influenced interpreters to construe the Mosaic covenant in legalistic terms is the fact that the necessity of keeping the covenant is given such prominence in connection with the dispensing of the covenant and that the people entered a solemn engagement to be obedient."³¹ The obedience of the people was not the condition upon which the Lord remains faithful to the covenant. The holiness of life elicited by the covenant relationship

²⁶Quell, "διαθήκη," 123.

²⁷Noahic, Genesis 6:18-21 and 9:9-17; Abrahamic and Sinaitic, Genesis 15 and 17; Davidic, Psalms 89:3, 4, 26-37; 132:11-18 and also 2 Samuel 7:12-17 (even though it does not use the term ברית).

²⁸Jeremiah 31:31-34.

²⁹J. Murray, "Covenant," *The New Bible Dictionary*, edited by J. D. Douglas (Grand Rapids: William B. Eerdmans Publishing, 1975).

³⁰Exodus 24:3

³¹Murray, "Covenant."

was a joyous sacrifice of thanksgiving.³² Obedience was to be the natural result of the covenant rather than its cause.

The Sinaitic covenant represented an embellished restatement of the Abrahamic covenant.³³

The Mosaic covenant is not to be construed in a way that would place it in sharp contrast with the Abrahamic and indicate that the same concept of sovereign administration of grace rules in this case as in the earlier covenants. . . . the demand for obedience and the keeping of the covenant does not place the Mosaic in a different category and does not make it a conditional covenant of works . . .³⁴

The unilateral and gracious nature of the covenant remained at the forefront even here.

The Use of διαθήκη in the LXX

The translators of the LXX consistently translated the Hebrew term ברית with the Greek word διαθήκη. This translation has been troubling for some modern commentators. For example, D. J. McCarthy argued that ברית was such a complex term that the Septuagint translators had problems translating it.³⁵ The term is complex. However, despite this complexity, the translators of the Septuagint emphatically chose διαθήκη to translate ברית. Behm pointed out that "the sparse use of the real Greek word for 'treaty' (συμβήκη), which is never used for ברית except in 4 Βασ.

³²See Deuteronomy 6:4-15; Leviticus 11:44, 45; 20:7, 26; 21:8.

³³The same could be said of every succeeding restatement of the covenant: each was an embellishment or improvement of the previous. When the covenant was renewed the documents were brought up to date with a revision of the provisions of the previous covenant (for example in Deuteronomy 5:6-21). See John Fischer, "Covenant, Fulfilment and Judaism in Hebrews" *Evangelical Review of Theology* 13 (April 1989): 178. The process of restatement came to its ultimate conclusion in the διαθήκη καινή, which is the "covenant" κατ' ἐξοχήν.

³⁴Murray, "Covenant." This misconception is rooted in the covenant theory of Heinrich Bullinger (1504-1575). His *De Testamento seu fœdere Dei unico et aeterno* (Zurich: C. Frosch, 1534) set the tone of discussion of the covenant of the Bible until the present. Bullinger emphasized the reciprocal elements of the covenant, so that its conditionality came to the forefront of his treatment. See Charles S. McCoy and J. Wayne Baker, *Fountainhead of Federalism* (Louisville: Westminster/John Knox Press, 1991), 20.

³⁵D. J. McCarthy, "Covenant in the Old Testament: The Present State of Inquiry," *Catholic Biblical Quarterly* 27 (1965): 217.

17:15 A, shows that διαθήκη was regarded as the equivalent in LXX, though Aquila, Symmachus and Theodotion later substituted what seemed to them to be the more literal συνθήκη.³⁶ So while Greek had a specific word for “treaty” the LXX consistently used διαθήκη. This choice showed that the LXX translators did not conceive of the covenant as a treaty between two partners.³⁷ The parallelisms used in the poetry of the LXX support this view.³⁸

If the translators of the LXX used the term διαθήκη in a specific and intentional fashion, it would remain to be determined what the specific complex of meaning would be. The word διαθήκη is not a univocal term in the LXX. According to Behm, that the term “hovers between the senses of ‘covenant’ and ‘disposition,’ is not based solely on the fact that the Greek term embraces both possibilities; it is to be explained finally in terms of the complex content of the word ברית which the translators were seeking to grasp.”³⁹ Jacobus De Vuyst recommended that “the fundamental methodological principal [*sic*] for determining the precise meaning of διαθήκη in the Septuagint should be ‘verba valent usu’, i.e., the way διαθήκη is used in the Septuagint itself should be the norm, not the meaning of the Hebrew *b’rit* or of the extra-biblical διαθήκη.”⁴⁰ John J. Hughes concurred that the *usus loquendi* was the source for a proper understanding of the term in the LXX.⁴¹

Some interpreters have taken this position too far. For example, Hughes wrote: “In short διαθήκη in the LXX must be understood and interpreted in the light of its usage in the LXX and not in the light of its

³⁶J. Behm, “διαθήκη,” in *Theological Dictionary of the New Testament*, volume 2, 126.

³⁷ברית is used for political treaties (Hosea 12:1), Quell, “διαθήκη,” 117-18.

³⁸Such as: νόμος, πρόσταγμα, ἐντολαί, δικαίωμα, κρίματα, κ. τ. λ.

³⁹Behm, “διαθήκη,” 126-127.

⁴⁰Jacobus De Vuyst, “*Oud en Nieuw Verbond*” in *der Brief aan de Hebreëen* (Campan: J. H. Kok, 1964). De Vuyst’s views are being summarized here by James Swetnam, S. J., “*Diatheke in the Septuagint Account of Sinai: A Suggestion*,” *Biblica* 47 (1966): 440.

⁴¹John J. Hughes, “Hebrews 9:15ff. and Galatians 3:15ff.: a Study in Covenant Practice and Procedure,” *Novum Testamentum* 21 (January 1979): 29. Hughes claimed that he was following the Septuagint’s own meaning in his understanding of διαθήκη. A careful study of Hughes’s article cannot sustain this contention. Hughes argued from a presupposed meaning of ברית, contending that the translators of the Septuagint could not possibly have construed this to mean a διαθήκη in the Hellenistic sense of the word. Hughes has simply ignored the nuances of the target language (Greek).

usage in the papyri and classical sources.⁴² Rejecting the influence of the papyri and classical sources is incorrect, both of which give insight into the Hellenistic use of διαθήκη. The interpretive process is not advanced by this false either/or.⁴³ The issue is how much each of these influences affected the use of the word in the LXX. By contrast, several other scholars defended the significance of the extra-biblical sources. De Vuyst studied the extra-biblical sources in his work. Swetnam claimed that the extra-biblical uses of διαθήκη must be studied, "if the reason for the choice of *diathēkē* by the translators is to be fully understood."⁴⁴ Behm began his study of διαθήκη with an extensive survey of the word in Greek sources.⁴⁵

Behm favored the view that the LXX translators were attempting to express the thought that "the originally legal term ברית had come to convey stronger and specifically religious thoughts that went far beyond the idea of a contract between God and man and suggested the idea of free declaration of the divine will to man's salvation." This may have been the case, since by this time the legalistic view that the covenant was a binding contract from God may have been the prevailing view of the Jewish community. Such a view could not be sustained even based on the Hebrew text.⁴⁶ The translators of the LXX provided a legal term that featured more powerfully relational overtones. The legal character of διαθήκη highlighted "the exclusively determinative will of the divine author."⁴⁷ In this way the Seventy were making a theologically nuanced translation of ברית by διαθήκη, one that was compatible with the Hebrew text. So, for example Swetnam commented: "Although the *b'rīt* is bilateral, with both parties having rights and duties, it takes on the aspect of a unilateral agreement when used for the arrangement between God

⁴²Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 31.

⁴³Hughes claimed ("Hebrews 9:15ff. and Galatians 3:15ff." 31) that the use of Greek sources for interpreting the meaning of διαθήκη was to "confuse the meaning of διαθήκη in the LXX with its meaning in the papyri and the classical sources."

⁴⁴Swetnam, "Diatheke," 440.

⁴⁵Behm, "διαθήκη," 124-126.

⁴⁶"Rabbinic Judaism maintains the legal side of the ברית conception. . . . When reference is made to Jer. 31:31ff., which is only infrequently, emphasis is laid on the future Torah written on the heart as distinct from the ineffective Torah of the world which one learns and forgets, . . ." Behm, "διαθήκη," 128-129.

⁴⁷Behm, "διαθήκη," 127.

and man."⁴⁸ Behm, others of the "Begriff" school,⁴⁹ and Swetnam have consistently held that the translators of the LXX chose διαθήκη to translate תּוֹרָה for good and informed reasons, although they diverged on the precise meaning implied by διαθήκη.

Swetnam, influenced by a work of Lienhard Delekat, thought that διαθήκη was a term that may have applied to adoption.⁵⁰ Delekat outlined a second-century B. C. institution in which "a person seems to be seeking protection of a god and is 'adopted' by the god who offers him protection in exchange for guarantees of service."⁵¹ Swetnam thought this concept relevant to the Sinaitic covenant. Exodus portrayed the children of Israel as victims of oppression, who called for help, who were heard by God, and who were considered by God to be His sons, released to serve him.⁵² Further, Swetnam argued that "if, at the time the Septuagint was being written, the basic meaning of *diathēkē* was 'an agreement concerning adoption', the use of *diathēkē* becomes intelligible on the supposition that the translators were thinking of some sort of analogy with an institution in which liberation from servitude was effected by means of adoption."⁵³ The use of adoption as a means of release from slavery was well known in Egypt from as early as the twelfth century B. C.⁵⁴ However, the big "if" is whether or not "the basic meaning" of διαθήκη was "an agreement concerning adoption." It seems more likely that this was a subsidiary use of the term διαθήκη. The *usus generalis* of the word would have been a legal instrument most commonly used as a last will and testament.⁵⁵ The *usus speciales* would have included other usages such as adoption or what was called a *donatio inter vivos*.⁵⁶ Even if διαθήκη was used of the Sinaitic covenant to denote a kind of adoption of the people by Yahweh, this would not account for the sense of διαθήκη in the Old

⁴⁸Swetnam, "Diatheke," 440.

⁴⁹E. Riegenbach and E. Lohmeyer.

⁵⁰L. Delekat, *Katoche, Heiräulie und Adoptionsfreilasung* (Munich: C. H. Beck, 1964).

⁵¹Swetnam, "Diatheke," 441.

⁵²Exodus 1:13, 6:7, 2:23, 3:7, and 4:23.

⁵³Swetnam, "Diatheke," 442.

⁵⁴Swetnam, "Diatheke," 442.

⁵⁵See Behm, "διαθήκη," 124 and below.

⁵⁶See Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 62.

Testament's other covenants. Thus, while Swetnam's suggestion is thought provoking, it stretches the data and the imagination.⁵⁷

Based on Jeremiah 31, Behm took διαθήκη to mean "disposition," "declaration of the divine will," "the divine will self-revealed in history and establishing religion."⁵⁸ The word διαθήκη "represents a significant development of the Hebrew term even while preserving its essential content."⁵⁹ Thus Behm opted to abandon both "testament" and "covenant." John Hughes chose to translate διαθήκη as "covenant" in such a way as to rule out all other possible interpretations.⁶⁰ By contrast, J. Barton Payne maintained that תּוֹרָה always meant "testament," opting for an understanding heavily influenced by the Hellenistic usage.⁶¹ Bauer-Arndt-Gingrich (BAG) also elected a stricter approach, in which "last will and testament" is the preferred translation. Secondly, BAG permits "a declaration of his will," or "compact, contract." "Covenant" is only an acceptable translation when nothing else seems to fit or where it is kept in mind that "it was God alone who set the conditions."⁶² J. C. Hindley, after surveying the literature, simply despairs of finding an adequate translation: "For probably in no modern language is there any word to convey the required meaning. English is fortunate in that the word *covenant* has virtually passed out of everyday use. It is therefore available to be filled with whatever meaning the Bible (or Biblical theologians!) wish to put into it."⁶³

This despair does not solve the problem. The word διαθήκη still demands to be translated and interpreted, especially if Hebrews is to be understood.

⁵⁷To his credit Swetnam admits ("*Diatheke*," 442) that "a considerable amount of work would be needed to establish enough grounds for calling [his suggestions] a hypothesis."

⁵⁸Behm, "διαθήκη," 127.

⁵⁹Behm, "διαθήκη," 127.

⁶⁰Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 27-33.

⁶¹J. Barton Payne, *The Theology of the Older Testament* (Grand Rapids: Zondervan, 1962), 83-86. Hughes ("Hebrews 9:15ff. and Galatians 3:15ff.," 30) ridicules this position.

⁶²Walter Bauer, William F. Arndt, and F. Wilbur Gingrich, *A Greek-English Lexicon of the New Testament and Other Early Christian Literature* (Chicago: University of Chicago Press, 1957), under "διαθήκη." See also Murray above.

⁶³J. C. Hindley, "The Translation of Words for 'Covenant,'" *The Indian Journal of Theology* 10 (January-March 1961):23.

The Hellenistic Usage of διαθήκη

Swetnam's claim that the use of διαθήκη in Hebrews cannot be understood apart from extra-biblical sources is essentially correct.⁶⁴ The Septuagint translators were familiar with the culture of Hellenistic Egypt, as can be seen by the paraphrases of certain anthropomorphisms offensive to the ears of Alexandrian Jews.⁶⁵ The Hellenistic usage of διαθήκη does have an impact on the meaning of διαθήκη in the LXX. Liddell and Scott's *Intermediate Greek Lexicon* lists the primary meaning of διαθήκη as "a disposition of property by will, a will, testament."⁶⁶ The secondary meaning, which the dictionary attributes to the New Testament, is "an arrangement between two parties, covenant." Liddell and Scott are hindered by a lack of evidence from the papyri.

According to Behm, διαθήκη "is most commonly used for 'last will and testament,' a tech.[nical] term in G[ree]k jurisprudence in every age."⁶⁷ Only Aristophanes (c. 486-385 B. C.) used it to refer to a "treaty" in *Aves*.⁶⁸ Yet even here the treaty is "binding only on the one [party] according to the terms fixed by the other."⁶⁹ The word διαθήκη was also used in the "general sense of 'ordinance' or 'disposition.' But most of the uses in this more general sense are early, for example, in Plato."⁷⁰ Behm concluded: "Since there is nothing to suggest that the Jews themselves gave a new sense to the term, one can only conclude that they were adopting a common Greek sense."⁷¹ In this he was supported by J. H. Moulton and G. Milligan: "διαθήκη is properly *dispositio*, an 'arrangement' made by one party with plenary power, which the other party may accept or reject, but cannot alter. A 'will' is simply the most conspicuous example of such an instrument, which ultimately monopolized the word just because it suited its differentia so completely."⁷² The sense of "last will and

⁶⁴Swetnam, "Diatheke," 440.

⁶⁵For more on the history of the Septuagint see D. W. Gooding, "Texts and Versions," *New Bible Dictionary*, 1258.

⁶⁶H. G. Liddell and Robert Scott, *An Intermediate Greek Lexicon*, seventh edition (London: Oxford University Press, 1975), under "διαθήκη."

⁶⁷Behm, "διαθήκη," 124.

⁶⁸Aristophanes, 439.3.

⁶⁹Aristophanes, 125.

⁷⁰Aristophanes, 125.

⁷¹Aristophanes, 125.

⁷²J. H. Moulton and G. Milligan, *The Vocabulary of the Greek Testament* (1915), 148, quoted in Behm, "διαθήκη," 125.

testament" was the primary and most prevalent meaning of the word διαθήκη in Hellenistic Greek.

The Word διαθήκη in Hebrews

The root of the problem in Hebrews is how to understand διαθήκη in Hebrews 9:15-18. διαθήκη was used by the author of Hebrews seventeen times and the verb form, διατίθεμαι, which appears only in the middle voice, four times.⁷³ Lexically the noun means primarily "last will and testament."⁷⁴ Hughes argues that διαθήκη in Hebrews should be taken as "covenant" throughout, although he has no lexical basis for this translation.⁷⁵ Only Riggenbach and Adolf Deissmann committed themselves to the position that διαθήκη should be taken as "testament" throughout the letter.⁷⁶ While Riggenbach took this bold position, he also concluded that the writer to the Hebrews had misunderstood the meaning of the LXX word διαθήκη, interpreting it in the light of its Hellenistic meaning.⁷⁷ The majority of modern commentators take διαθήκη in 9:15, 18 as "covenant" and in 9:16-17 as "testament."⁷⁸ Hughes conceded that "the 'testament' interpretation has ubiquitously dominated the field in this century."⁷⁹

⁷³Seventeen is just over half of the uses of διαθήκη in the New Testament. The verb form is used only three other times in the rest of the New Testament.

⁷⁴BAG, under "διαθήκη."

⁷⁵Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 35.

⁷⁶E. Riggenbach, "Der Begriff der διαθήκη im Hebräerbrief" *Theologische Studien*, edited by T. Zahn (Leipzig: Dietrich, 1908), 300-310, cited in William L. Lane, *Hebrews 9-13, Word Biblical Commentary*, volume 47b (Dallas, Texas: Word Books, 1991), 230; Adolf Deissmann, *Paul*, second edition, translated by Lionel R. M. Strachan (London: Hodder and Stoughton, 1926), 175, cited in F. F. Bruce, *The Epistle to the Hebrews, The New International Commentary on the New Testament*, edited by F. F. Bruce (Grand Rapids: Wm. B. Eerdmans, 1970), 211. Deissmann stated flatly: "There is ample material to back me in the statement that no one in the Mediterranean world in the first century A.D. would have thought of finding in the word διαθήκη the idea of 'covenant.' St. Paul would not, and in fact did not." Adolf Deissmann, *Light from the Ancient Near East*, translated by Lionel R. M. Strachan (London: Hodder and Stoughton, 1927), 337-338.

⁷⁷Riggenbach, cited in Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 32.

⁷⁸In Hebrews 9:18 διαθήκη is an ellipsis.

⁷⁹Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 38. In 1979 Hughes lamented that of the eleven twentieth-century authors who had at any time held the consistent "covenant" interpretation, only four with impeccable scholarly reputations had continued to maintain this position, namely, B. F. Westcott, *The Epistle to the Hebrews*:

The "Testament" Interpretation

Swetnam has argued cogently for taking all four instances as "testament."⁸⁰ To begin with, Swetnam presumed that the author of Hebrews had sufficient rhetorical facility that he would have avoided what has been termed an "awkward construction." The awkward construction would be where the first and last uses of διαθήκη are taken as "covenant" and the second and third as "testament."⁸¹ Attributing to the author of the letter to the Hebrews this kind of clumsiness is hardly credible.

The epistle as a whole is widely regarded as one of the best examples of Greek style in the entire NT. The author was clearly a skilled writer. Instead of adopting a view which questions the writer's proficiency, would it not seem more advisable to seek for one in which he would appear here as he appears elsewhere in the epistle — a writer and theologian of considerable ability?⁸²

Hughes also sought to defend the literary consistency of the writer to the Hebrews by choosing to take all four instances of διαθήκη as "covenant." On this point alone Hughes and Swetnam agree.

The Cultic Context

Swetnam emphasized the importance of the cultic context of 9:15-18. The author of Hebrews considered the two διαθήκαι to be "parallel in matters of cult."⁸³ According to Swetnam each had a mediator, although in the case of the old dispensation it was implicit.⁸⁴ Moses was the mediator of the Old Testament and, due to his office, he sprinkled Israel

The Greek Text with Notes and Essays (Grand Rapids: William B. Eerdmans, 1970); Alexander Nairne, *The Epistle of Priesthood* (Edinburgh: T. & T. Clark, 1913), 364-365; E. Hatch, *Essays in Biblical Greek* (Oxford: Clarendon Press, 1889), 48; and Frederic Gardiner, "On διαθήκη in Hebrews ix 16, 17," *Journal of Biblical Literature* 5 (1885): 8-19. It is interesting to note that the most recent of these works is Nairne's, completed in 1913. The three exegetes who have abandoned the "covenant" interpretation for the "testament" interpretation are J. H. Moulton, G. Milligan, and F. F. Bruce (207-211).

⁸⁰James Swetnam, "A Suggested Interpretation of Hebrews 9, 15-18," *The Catholic Biblical Quarterly* 27 (October 1965): 373-390.

⁸¹As in Behm, "διαθήκη," 131-132.

⁸²Swetnam, *A Suggested Interpretation*, 375.

⁸³Swetnam, *A Suggested Interpretation*, 375. See also Behm, "διαθήκη," 132.

⁸⁴Hebrews 8:6; 9:15.

with blood at the giving of the Sinaitic ברית.⁸⁵ Each διαθήκη had a victim or victims.⁸⁶ The writer to the Hebrews makes explicit only the once and for all victim for sin, clearly implying by that the deficiency of all other victims.⁸⁷ Each διαθήκη involved a death. The death of the New Testament was explicit.⁸⁸ The death of the Sinaitic ברית was implied only.⁸⁹ Each διαθήκη involved blood,⁹⁰ and a purificatory purpose.⁹¹

The Disposition of the Testament by Death

The deaths in the two διαθήκαι were related, each attesting to the validity of the respective διαθήκη. The problem here is the difference between the Sinaitic διαθήκη and the new διαθήκη. In the new dispensation, Christ dies to validate the διαθήκη.⁹² In the Sinaitic διαθήκη, God, who is the one giving the covenant, did not die, but rather the animal victim whose blood was sprinkled.⁹³ This is resolved by the writer to the Hebrews in such a way that God was not the one “disposing” the covenant of Sinai. The author alters the LXX text at this point. The LXX reads: “Behold, the blood of the διαθήκη which the Lord disposed (διέθετο) for you.” Hebrews reads: “This is the blood of the covenant, which God commanded (ἐντείλατο) you to keep.”⁹⁴ However the verb, διατίθεμαι, is retained in every quotation of Jeremiah 31 in Hebrews; implying that God did not “dispose” the Sinaitic covenant, but did dispose the new testament.⁹⁵ The writer of Hebrews has attempted to walk a fine line in comparing and contrasting the two διαθήκαι. On the one hand, the two are both put into effect by death, both are testamentary

⁸⁵Exodus 24:8.

⁸⁶Hebrews 9:13-14.

⁸⁷Swetnam, *A Suggested Interpretation*, 375.

⁸⁸Hebrews 9:15, 17.

⁸⁹Swetnam (*A Suggested Interpretation*, 375) argues that “death for the author to Hebrews implies a testament in the full sense of the word, and the Sinai *diatheke* was not a testament in the full sense of the word.”

⁹⁰Hebrews 9:19-20. Here the writer has altered the words of Exodus changing the original ἰδοὺ τὸ αἷμα to the eucharistic words, τοῦτο τὸ αἷμα τῆς διαθήκης. “The Eucharistic aspects of the Epistle to the Hebrews have yet to receive the study they deserve.” Swetnam, *A Suggested Interpretation*, 375. More recently see the work of Lehne, 112-117.

⁹¹Hebrews 9:13-14; 22-23.

⁹²Hebrews 9:15-17.

⁹³Exodus 24:8.

⁹⁴Hebrews 9:20 (NIV).

⁹⁵Swetnam, *A Suggested Interpretation*, 376.

in character. On the other hand, the later testament is superior to the first as seen by the contrast between the blood of the victim and the death of the testator. Swetnam pointed out "the indirect way in which the statement in 9,18 is phrased . . . expresses the passivity of the animal victims of the Sinai *diathēkē*."⁹⁶ The new διαθήκη is superior because the Savior willingly lays down his life.

The two διαθήκαι had attributes of both a covenant and a testament. L. Turrado stated, "when the view is adopted (based on evidence in the text itself) that the new *diathēkē* was for the author of Hebrews both a cultic covenant with God and a legal testament, the problem about the harsh transition from the use of *diathēkē* in 9,15 to the use of *diathēkē* in 9,16-17 vanishes."⁹⁷ Modern proponents of the "covenant" interpretation present the situation as an either/or choice that does not account for the subtlety of the writer to the Hebrews. This subtlety is hinted at in the use of καινή. Bishop Trenchard said: "So, too, the Covenant of which Christ is the Mediator is a διαθήκη νέα, as compared with the Mosaic, confirmed nearly two thousand years before (Heb. xii. 24); it is a διαθήκη καινή, as compared with the same, effete with age, and with all vigour, energy, and quickening power gone from it (Heb. viii. 13 . . .)."⁹⁸ By its very arrival, the new διαθήκη made the first antique.

Hughes made a great deal of the vagueness of the phrase, ἐπὶ νεκροῖς. Hughes argued that the phrase gave more problems to the testamentary interpretation than it solved. First, in a Hellenistic διαθήκη, and especially in an Egyptian one, a death would not have been necessary, and certainly not the death of the testator. A διαθήκη became valid and operative after it was duly written, witnessed, and notarized.⁹⁹ Second, an acceptable translation of the phrase in Hebrews 9:17 would read, "For a covenant is confirmed over the dead."¹⁰⁰ It is unclear what this "dead" would be in Hughes's scheme. In what sense would any kind of death be necessary to a Hellenistic διαθήκη of the type described by Hughes? If Hughes is merely talking about the *donatio inter vivos*, no death would have been

⁹⁶Swetnam, *A Suggested Interpretation*, 377.

⁹⁷L. Turrado, *Hechos de los Apostoles y Epistolas paulinas* (Madrid, 1965), 669-670, quoted in Swetnam, *A Suggested Interpretation*, 377.

⁹⁸Richard C. Trenchard, *Synonyms of the New Testament* (Grand Rapids: William B. Eerdmans, 1978), 224-225.

⁹⁹Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 44.

¹⁰⁰Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 45.

involved.¹⁰¹ Hughes goes to risible lengths to rationalize this interpretation when he takes the phrase, ὅτε ζῆ ὁ διαθέμενος to mean: "a covenant is confirmed over the dead since it is never valid while the one who ratifies (it) is living (in the sense of not having slain representative animals)."¹⁰² Further, what could this principle mean for the new διαθήκη? Was it ratified by an animal sacrifice, "over a death," rather than by the death of Jesus?¹⁰³ The New Testament places the death of Jesus in a central position. It could not be "a death" in Hughes' sense, it had to be the central event of the better testament.

A διαθήκη without a death is incomplete. As we have seen lexically, a deathless διαθήκη is a διαθήκη only in a secondary sense.¹⁰⁴ "This, then, is the reason the author exploits the comparison with the testament in 9,16-17: a testament in the full sense of the word is a *diathēkē* in which there *has* to be a death. If Christ's *diathēkē* is to be a new *diathēkē*, remedying the defects of the first, it *must* be a testament in the full sense of the word."¹⁰⁵ There must be substantive differences between the old and the new. Those differences are obscured by the "covenant" interpretation.

Conclusion

The interpreter of Hebrews cannot afford to ignore evidence from both biblical and extra-biblical sources. Study of the word ברית in the Old Testament shows that it has a very broad meaning that included both covenantal and testamentary tones. It is beyond the capacity of a single word to translate ברית. The legal aspect of the covenant gave Israel certainty of God's care for them. The covenant also reinforced the personal nature of the God to people relationship. The theological aspect placed people in a שלום fellowship with God. The Old Testament portrayed a progressive unfolding of the covenant to Israel, but brought it a perfect culmination in the New Testament about which the author of Hebrews wrote. That Old Testament covenant was a gospel word from God, a unilaterally gracious speech.

¹⁰¹Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 62.

¹⁰²Hughes, "Hebrews 9:15ff. and Galatians 3:15ff.," 62.

¹⁰³See also Hebrews 9:15-17.

¹⁰⁴See Hebrews 9:15-17.

¹⁰⁵Swetnam, *A Suggested Interpretation*, 380.

The translators of the Septuagint deliberately chose the word διαθήκη to translate ברית, because it best conveyed the rich content of the concept in the Old Testament. They made this choice based on their knowledge of the Hellenistic use of the word διαθήκη.

Modern commentators almost all hold to a mixed interpretation of Hebrews 9:15-18, taking διαθήκη as "covenant" in 9:15, 18 and as "testament" in 9:16-17. Both Hughes and Swetnam were swimming against the prevailing current by taking a unified interpretation of the four usages in Hebrews 9:15-18. Both made a cogent argument for their interpretation.

Swetnam approached the pericope from a cultic viewpoint, seeing many significant parallels between the cultic aspects of the Sinaitic διαθήκη and the new διαθήκη. Old Testament scholars have helped to reinforce the cultic aspects of the διαθήκη, by discovering the rituals connected with the enactment of Old Testament covenants. Thus the death of the sacrificial victims of the Old Testament only foreshadowed the once and for all death of the Son of God for the sins of the world. Consistency in the interpretation of διαθήκη in this pericope is laudable, especially if it highlights the testamentary nature of the New Testament.