BRIT AS BIBLICAL FOUNDATION
FOR RELIGIOUS VOWS
The Need to Distinguish?*

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Donald Senior, in "Living in the Meantime: Biblical Foundations for Religious Life," makes a telling and valid point about the scriptural basis of religious vows.¹ He says that his research on the word "vow"—found in the Old Testament and hardly mentioned in the New Testament—does not yield much lead or substance. Why? Because most of them, he discovered, are simply payoffs—promises to do something if God comes through. In fact, he says that most of the biblical references in the Hebrew Scriptures are found precisely as fulfillment of such vows.²

Senior argues that:

Religious vows... are not a conditional promise but an expression of a far deeper reality. Religious vows are not a plea that God

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²Ibid., 2.
enter my life in some specific way but, practically the reverse, an expression of the fact that God has already taken hold of me with a grip so strong and so mysterious that I cannot turn away. It is here—in the fundamental biblical conviction that God enters human life, seizes and even torments it with God’s powerful enticements—that the true scriptural foundation for religious life is to be found.¹

He therefore declares that “The first and fundamental biblical ‘vow,’ if you like, is the covenant: Israel’s solemn response to what God had done to and for them. They would be holy as God is holy; they would listen to God and obey God. They would be faithful because God had proven faithful.”²

But is not Israel’s dynamic and zealous response to “be holy as God is holy” (Lev 11:44) a response generally associated with the events of Sinai, with the Mosaic covenant at Sinai?³ Does this not bring us back to square one: a response to a covenant that is understood as reciprocal and therefore a payoff?

I propose that a distinction be made about our understanding of ḥārīt, “covenant,” a distinction that has been established and gener-

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¹Ibid., 3.
²Ibid.
³This text is often associated with the “theology of holiness” that considers the people of Israel as a “holy” community. See also Ex 19:4-6; Lev 11:44f; Lev 19:2; Dt 7:6—texts that are linked with Moses and the giving of the law at Sinai. With regard to Leviticus in particular, it is however good to remember what a recent commentator says, that “[n]ot a single chapter in this book has been composed in a single sweep or by a single hand. Various stages of redaction, different concerns, and different theological conceptions are everywhere discernible.... In general we can say that as a rule, the later [post-exilic] collectors, who were concerned with the role of Moses (and Aaron) as mediators and with the legitimation of the cultic prescriptions as the revelation of Yahweh, brought together much—and extremely eclectic—older material (for example, the interpretation of Lev 16,18,19).” Cf. E.S. Gerstenberger, Leviticus: A Commentary, OTL (Louisville, KY: Westminster John Knox Library, 1996) 1-19, esp. 4.
ally accepted by scholars. I think that with the distinction, it could clarify, enrich and bolster Senior's choice of "covenant" as an apt scriptural foundation of the vows.

The distinction would highlight God's taking hold of a person with a grip so strong and so mysterious that s/he cannot turn away. It would also clarify in what way the vows—as a response to "be holy as God is holy"—are not a response to an obligation, a payoff, a quid pro quo arrangement, but to the gracious kindness of God.

Not many, it seems, are aware of this distinction, yet it is a distinction that in my opinion is important and one that is useful and fruitful, particularly in discussing the scriptural foundation of the vows.

Two Types of Covenant

There are in general two types of covenant (בְּרִית) found in the Old Testament: first, the obligatory type, as reflected in the Mosaic/Sinaitic covenant between Yahweh and Israel, and found in Exodus and Deuteronomy; second, the promissory type, as reflected in the Abrahamic (Gen 15 and 17) and Davidic covenants (2 Sam 7 and Ps 89). The Abrahamic covenant is concerned with the gift of land while the Davidic covenant is concerned with the gift of the kingdom or, more properly, of dynasty.

I do not wish to repeat the debate of scholars in the past; what I wish to do however is simply enumerate the relevant points that distinguish each type.6

OBLIGATORY TYPE

The obligatory type of covenant (Mosaic/Sinaitic covenant) is understood as conditional. It is a covenant formulated in terms of stipulations, with attendant curses and blessings depending on the keeping of the stipulations—that is to say, blessings for obeying them and curses for disobeying them. The stress is on the responsibility of Israel. However, it could be broken and when it was, there was need to be periodically renewed.

This type of covenant is modeled on the suzerain-vassal treaties of the Ancient Near East where the vassal is obligated to his master, king or suzerain. The curses are directed toward the vassal who violates the rights of his master, king or suzerain. This treaty is meant mainly to protect the rights of the master, king or suzerain, and meant as an inducement for future loyalty.

PROMISSORY TYPE

If the obligatory type of covenant is conditional, the promissory type (Abrahamic and Davidic covenants) is unconditional. It is a covenant in which Yahweh commits himself to Israel without requirements or conditions. God is bound to his promise no matter what. Here, the element of divine promise predominates. The continuation of such a covenant is not dependent upon the obedience of the human party but remains grace on the part of God. Moreover, this covenant is presented in the Hebrew Scriptures as following acts of obedience (whether the covenant in question is done with the Patriarchs or with David), but it cannot be said that it was precisely earned or merited by Israel.

7 D. Hillers comments: "This covenant is such that even wrongdoing cannot break it. The nation may suffer if the king is wicked, for God will chastise them as a father beats an erring son. But the oath of God will stand, even so! There could not be any clearer evidence of the great gulf that is fixed between this and the intention of the Sinai covenant, where the stress is on Israel's responsibility." See Hillers, 112.
This type of covenant is modeled on the royal grant where the master is obligated to his servant. The curses are directed toward the one who violates the rights of the king’s vassal and, therefore, serves mainly to protect the rights of the servant. It is meant to be a reward for loyalty and good deeds already performed by the servant.

**Examples of the Promissory Type**

Gen 15 is a good example of the promissory type. B. Anderson describes this type by using two useful terms that could further characterize it, namely, “unilateral” and “oath.”\(^8\) The promissory type is unilateral, that is, made by God without requiring corresponding demands on the other party. It is an oath or a promise to the servant undertaken by God alone. Anderson describes it this way:

In contrast to the Mosaic covenant made at Mount Sinai (Exod 24:3-8), which also involved a blood ceremony, Abram did not participate in the covenant-making; he was in a “deep sleep” or trance (torrem; cf. Gen 2:21) during which he received God’s revelation. Thus the covenant was completely unilateral. Moreover, in contrast to the Mosaic covenant, no laws are associated with this covenant; its purpose to guarantee the promise by grounding it in God’s oath taken under threat of a terrible curse, if that is the meaning of the severing of animals (cf. Jer 34:17-19).\(^9\)

If “deep sleep” or “trance” is used to indicate and confirm the unilateral nature of this type of covenant, Weinfeld focuses on the torch and the oven:

Though the torch and the oven are usually held to be related to the theophany, it seems that in this particular context they have a different meaning. In the *Surpu* documents we read about an oath taken by holding a torch or about the oath of furnace, stove, etc. In the same series we find the oath of the slaughtered sheep and the touching of its wound. It therefore stands to reason that like the cutting

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\(^8\)Anderson, 364-66.

\(^9\)Ibid., 364.
of the animals so also the torch and the oven are part of the procedure of taking the oath.\textsuperscript{10}

Gen 17 is another example of the promissory type. While it is a later theological tradition, the Priestly (\( P \)) form, it is described as a berith 'olam, a “covenant in perpetuity” or “everlasting.”

A clarification about circumcision needs to be made. While it can easily be interpreted as a requirement asked of Israel (hence, a covenant of the obligatory type), it is considered rather as a sign for entrance into the community:

Unlike the conditional Mosaic covenant which may be annulled if the people are unfaithful, this covenant is grounded solely in the grace of God. It is not conditioned by human performance; circumcision is a sign of entrance into the covenant community (binding only on males), not a condition of God’s covenant with the people. It is unilateral in the sense that God “gives” (17:2) or “establishes” (17:7) the covenant, while Abraham and his descendants “keep” the covenant by performing the covenant sign of circumcision on all males of the community (17:9-14).\textsuperscript{11}

Two other sources speak in detail of the promissory type of covenant with David—2 Sam 7:12-16 and Ps 89:27-38. It is true that the term \( \text{brit} \) is not found in the oracle of Nathan to David, nevertheless many commentators believe that the language of the oracle is very similar to the language used in other covenants. J.D. Levenson makes the comment: “If we harbored any doubt about this, the closely related poetic passage of Ps 89 (cf. vv. 27-38) would utterly dispel it.”\textsuperscript{12}

\textsuperscript{10}Weinfeld, 196.

\textsuperscript{11}Anderson, 365.

Relationship of the Davidic and Sinaitic Covenant

Scholars have been interested to find out the relationship between the Davidic covenant (promissory type) and the Sinaitic covenant (obligatory type). Levenson gives a good summary of the scholarship regarding this question. In his mind, scholars seem to fall into two schools of thought. He calls them the “integrationists” and the “segregationists.”

The “integrationists” are those who consider the Davidic covenant as compatible with the Sinaitic—or even as an extension, adaptation or variation of it. The weakness of this position is that it collapses when one brings up the question of the indefeasibility of the covenant of David. Indefeasibility of the covenant means that the covenant cannot be annulled, forfeited or made void even in the face of the worst violations of the dynasty of David. Weinfeld has masterfully shown that the Davidic covenant is linked with the royal grant in contrast to the Sinaitic whose formal analogue, as mentioned above, is the Hittite suzerainty treaties.

The “segregationists,” on the other hand, are those scholars who see both covenants as being in tension with—and even antithetical to—one another. Levenson insists, however, that the segregationists are not able to present texts to support and buttress the essential point of their argument—the idea that the Davidic was seen as a threat to the Sinaitic covenant, the idea that “the very establishment of the Davidic monarchy constituted an act of idolatry, an effort to replace the theocracy of Israelite covenantal tradition with a foreign pattern of government.”

Are we then forced to choose one position over the other? Here, Levenson gives two insightful and helpful guidelines:

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13Ibid., 205-19.
14Weinfeld, 184-203.
15Levenson, 212-13.
First, it is good to remember that the two covenants cannot be compared or contrasted in a fruitful manner because the socio-political contexts of the two covenants are radically divergent. The Sinaitic covenant serves as the basis for law and moral action in a whole society where the Sinai experience “was without question a central, perhaps the central, component of Israelite identity for as far back in the Iron Age as we can confidently probe.”\footnote{Ibid., 215.}

The Davidic covenant, on the other hand, touches on the issue of royal succession. It deals with the question of what family is to retain the throne, not kingship per se, but “the legitimacy of the Davidic title to the throne of Israel.”\footnote{Ibid., 217.} The covenant is meant to prevent the alienation of the kingship from the House of David.

Second, it is also good to keep in mind that like many, if not all, issues in the Hebrew Bible, there is no one, uniform theological position on this issue. There is a plurality of approaches in the Hebrew Bible, some in support of the integrationist’s position (e.g., Ps 78:68-72 and the seeming absence of any tension between the Davidic and Sinaitic covenants), others in support of the segregationist’s position (e.g., 1 Kings 8:25 and the seeming absorption of the Davidic covenant into the Sinaitic).

Very much like the question of methodology in biblical criticism—Is the diachronic methodology better or more valid than the synchronic methodology? Or vice-versa?—there is need to recover a healthy sense of the plurality of theological stances within ancient Israelite tradition.
Importance of the Distinction in Jewish and Christian Interpretation

The distinction is important because “it lays bare the fact of a tension between divine promise and divine law, of which both Judaism and Christianity have been conscious in their attempts to provide a theological interpretation of the Old Testament.”

The covenant with Abraham contained the promises of Israel’s election, just as the covenant with David contained the promises of election of David and his dynasty. On the other hand, the covenant at Sinai underlined the demands made of Israel in the form of law.

Moreover, Christian interpreters have shown a strong preference for the promissory type of the covenant particularly because of Paul:

Paul’s interpretation of the new relationship between God and people initiated by God’s grace in Jesus Christ sent him back beyond the Mosaic covenant of obligation, with its conditional promises and its sanctions of blessings and curse, to the Abrahamic covenant (Gal 3:6-18) which is based on sola gratia. God’s covenant of grace, as Paul declares, applies to all of Abraham’s descendants, “not only to the adherents of the law but also to those who share the faith of Abraham, for he is the father of us all” (Rom 4:16) even as... Sarah is our mother too.

With the distinction made and nuances brought forward, let us go back to our discussion of brìt as scriptural foundation of religious vows.

When Senior speaks of the vows, not so much as a plea that God enter a person’s life in some specific way but, rather the reverse, namely an expression of the fact that God has already taken hold of that person with a grip so strong and so mysterious that s/he cannot turn away, then brìt (covenant) understood as the promissory type could very well support and undergird this assertion.

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18 Clements, 13-14.

19 Anderson, 366.
In the first moment, as it were, it is in God’s unilateral oath—he has entered human life, seized and even tormented it with God’s powerful enticements—that the true scriptural foundation for religious life is to be found.

In the second moment, the religious vows—as a response to “be holy as God is holy”—are understood to be a response to the covenant, not of the obligatory type as in Sinai, but rather, of the promissory type. “To be holy as God is holy” can very well be used as a model and paradigm for responding to God’s oath, even though in its context, it was made as a response to Sinai. Thus “to be holy as God is holy” now becomes a response of a grateful heart.

As a response of a free and grateful heart and not something required, “to be holy as God is holy” may be understood in a way similar to the response made by Abraham in Gen 15. Here, God made a unilateral promise or oath to Abraham. Abram\(^{20}\) had suggested that the son of his servant, Eliezer, could very well be his heir. God disagrees. He brings Abram out in the dark of night and repeats his promise, declaring that Abram’s descendants would be as numerous as the stars in the night. The text of Abram’s response is: “And he believed the Lord; and he reckoned it to him as righteousness” (RSV: Gen 15:6).

**Conclusion**

What was simply done in this essay was to bring to mind a distinction about covenant (\(b\textit{rit}\)) that has been generally accepted by scholars. It is mainly the distinction between the promissory type and the obligatory type. By distinguishing the two types, it becomes clear that when a person makes religious vows, s/he is responding to God who in the first place has given an oath (promissory type) of love and fidelity—the God who has already taken hold of the person.

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\(^{20}\)In the early part of the story, the name of the patriarch is “Abram.” This is changed to “Abraham” only in Gen 17:5.
taking vows with a grip so strong and so mysterious that s/he cannot turn away. This response, according to Senior, may best be described as striving zealously to be holy as God is holy, not so much because the person is obliged to do so (obligatory type), but because of that person’s free and generous decision to respond to him who has first taken the initiative to show his face as gracious and loving.