Defining the Covenant: What Consensus?

Ralph Allan Smith

Many of the fundamental issues in the Reformed theology of the covenant are in dispute, including the definition of the word “covenant.” However, some Reformed writers have not taken adequate note of the controversies. Richard D. Phillips senior minister of the First Presbyterian Church of Coral Springs, Florida, for example, states quite dogmatically that there is a consensus among Reformed theologians on the nature of a covenant.¹

This is a remarkable assertion on which to build an entire theology, since it flies in the face of the broadest theological consensus. There are very few matters in which one can find so widespread agreement among biblical scholars and theologians as that a covenant is not a relationship. Instead, contrary to Schlissel, a covenant is a treaty, an arrangement, that serves as a means for entering into a relationship. One classic definition was given by Herman Witsius in his magisterial study of covenant theology: “A covenant of God with man, is an agreement between God and man, about the way of obtaining consummate happiness.” J. I. Packer elaborates: “A covenant relationship is a voluntary mutual commitment that binds each party to the other. . . . God’s covenant is . . . a basis for a life with God of friendship, peace, and communicated love.” Covenant is the means by which two parties are bound in relationship; it is a basis for relationship, an agreement regarding the obligations and privileges that the relationship will entail. In the case of the Bible’s covenants, it is God who imposes the terms, so that those who fulfill the covenant demands may enter into a relationship of blessing with him.

He adds,

One is not and cannot be “in” the covenant because the covenant is not something in which one can be. There is a covenant community, comprised of those to whom the covenant has been presented, and one may be in it. But a covenant is a contract or treaty, not a container, an arrangement that defines the terms by which two parties may be in a certain relationship. This is the very error endemic to the Federal Vision and it exerts a controlling effect on their formulation of the covenant and salvation,

¹In another article which briefly answers Richard Phillips critique of my book, I suggested that he is in part suffering from the effects of paradigm blinding. Phillips is operating with a basically different perspective from mine. As a result, some questions and problems do not appear on his radar. (Of course, the same thing is true for me.) A discussion like this might help him to see that the issues are somewhat different that he what he has assumed them to be. It is not my intention here to attack him. When I speak of him not understanding the issues, please do not read this as if I am belittling him. He is an honors graduate from Westminster Theological Seminary, a leader in the Reformed world, and a pastor with an outstanding reputation. I am interacting with his written article, not criticizing his person or ministry.
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of grace and the sacraments, indeed of the whole question of who is and how one becomes a Christian.²

In his more recent article “Covenant Confusion,” Phillips also criticized me for holding to the view that a covenant is a relationship and made similar claims about the definition of a covenant as an agreement.

In his classic study of covenant theology, published in 1677, Herman Witsius wrote, “A covenant of God with man, is an agreement between God and man, about the way of obtaining consummate happiness.” This definition has stood through the centuries on the basis of the Bible's testimony. J.I. Packer emphasizes that covenants provide “a basis for a life with God of friendship, peace, and communicated love.” Covenant is the means by which two parties are bound in relationship; it is a basis for relationship and not the relationship itself. Covenants provide the terms of agreement that structure a relationship, setting forth the means of entry, the obligations, and the privileges that the relationship will entail, along with the penalties for breaking the stipulated conditions.³

In Covenant?

First, we should note that defining a covenant as an agreement does not necessarily mean that one must reject the “container view” of the covenant. One can enter an agreement, be in agreement, remain in agreement, and so forth. Why Phillips chose to emphasize that the “container” image does not fit his view of the covenant, I really do not know.

Be that as it may, contrary to Phillips, the Bible does speak occasionally of entering into a covenant (cf. Deut. 29:12⁴; 1Sam. 20:8; 2Chr. 15:12; Jer. 34:10; Ezek. 16:8; 20:37). Psalm 78:37 uses the expression “not faithful in His covenant”⁵ and Hebrews 8:9 says “not continue in My covenant.”⁶ Thus, though the language of being “in” the covenant may not be the most common form of expression, it is clearly Biblical. To think and speak of the covenant in Scriptural language includes the idea of entering a covenant and being “in” or “out” of a covenant relationship. Phillips’ dogmatic and overly simplistic assertion of the traditional definition has led him to make deductions that set him in plain, direct, and ironically unnecessary contradiction to the Scriptures.

Also, a cursory reading of Puritan literature will show clearly that it is not at all exceptional for them to speak of being “in” a covenant. Phillips is contradicting the very tradition he is attempting to uphold. There are many too many examples to make extensive citing necessary. The following illustrates common usage: “If we must believe in God, we must also walk with God, and work righteousness. To whom God gives to believe in him, to them he

³ “Covenant Confusion”
⁴ Hebrew, Deuteronomy 29:11: נֶאֶמֶרּוּ בָּם תְּמָרָה אָל֣וֹ הָאֵ֔ל
⁵ Some translations say “not true to” or something similar, but the Hebrew is: לָא יִאמְרֶה אֱמוֹרָאִים וּנְתֵנָא הָאִ֔ל בְּנֵי נָ֖פְלֵיהֶם
⁶ Greek Hebrews 8:9: οὐκ ἐνεμέρωσαν ἐν τῇ διαθήκῃ μου
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gives to obey, and do all his Commandments; as he doth to all that be effectually and internally in Covenant with his Highness: and of whom he requireth faith in his Promise, of them he exacteth obedience to his Commandment, scil. of all the that be outwardly in Covenant."

Finally, Berkhof’s *Systematic Theology*, the standard text in Reformed theological seminaries, devotes an entire chapter to the question the dual aspect of the covenant, the issue being who is really “in the covenant.”

Thus, the container view of the covenant — “the very error endemic to the Federal Vision” — is a common “error” in the history of covenant theology and one that it shares with the Scriptures. It is also an “error” that fits perfectly well with Phillips’ own views on the covenant. His reaction was totally unnecessary. Why did he bother to take such a strong “anti-container” view? He seems to have seen in it a fundamental challenge to his own perspective. He is responding in the way one does when he senses his whole paradigm is being challenged.

Agreement or Relationship (or both)?

In addition to contradicting the Bible itself and his own Reformed tradition on an irrelevant rhetorical point, Phillips appears to be out of touch with the present state of Reformed theology — odd for a relatively recent graduate from seminary. We can agree with him that there was indeed a time when Witsius’ definition of the covenant could be legitimately called a matter of consensus, but that day is long past. Though R. Scot Clark is speaking of more than just the definition of the word “covenant,” his point in the quotation below applies to that issue also, as the article in which it appears gives evidence.

It is clear that, through the 20th century, the great consensus which had been sustained since the Reformed covenant theology since the 1520's has fragmented.9

Phillips seems to be ignorant of the fact that in recent Reformed theology, not only is the definition of the word “covenant” not a matter of consensus, it is actually a focal point of discussion. In particular, the man who was perhaps most important conservative Presbyterian systematic theologian of the 20th century, John Murray, wrote a short, but important book, *The Covenant of Grace*, to challenge this very definition of a covenant as an agreement or a contract.

The question is simply whether biblico-theological study will disclose that, in the usage of Scripture, covenant (*berith* in Hebrew and *diatheke* in Greek) may properly be interpreted in terms of a mutual pact or agreement.10

Murray concluded his survey of the Biblical material by taking a position against the older Reformed consensus.

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9 R. Scot Clark, “A Brief History of Covenant Theology” online at the following address: [http://public.csusm.edu/public/guests/rsclark/History_Covenant_Theology.htm](http://public.csusm.edu/public/guests/rsclark/History_Covenant_Theology.htm)
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From the beginning of God's disclosures to men in terms of covenant we find a unity of conception which is to the effect that a divine covenant is a sovereign administration of grace and of promise. It is not compact or contract or agreement that provides the constitutive or governing idea but that of dispensation in the sense of disposition. . . . As covenant revelation has progressed throughout the ages it has reached its consummation in the new covenant, and the new covenant is not wholly diverse in principle and character from the covenants which have preceded it and prepared for it, but it is itself the complete realization and embodiment of that sovereign grace which was the constitutive principle of all the covenants. And when we remember that covenant is not only bestowment of grace, not only oath-bound promise, but also relationship with God in that which is the crown and goal of the whole process of religion, namely, union and communion with God, we discover again that the new covenant brings this relationship also to the highest level of achievement.\(^\text{11}\)

Presbyterian Biblical theologian O. Palmer Robertson also contradicted the older consensus.

What then is a covenant? How do you define the covenantal relation of God to his people?

A covenant is a bond in blood sovereignly administered.\(^\text{12}\)

Extensive investigations into the etymology of the Old Testament term for “covenant” (הָעֵדָּתָה) have proven inconclusive in determining the meaning of the word. Yet the contextual usage of the term in Scripture points rather consistently to the concept of a “bond” or “relationship.”\(^\text{13}\)

A long history has marked the analysis of the covenants in terms of mutual compacts or contracts. But recent scholarship has established rather certainly the sovereign character of the administration of the divine covenants in Scripture. Both biblical and extra-biblical evidence point to the unilateral form of covenant establishment. No such thing as bargaining, bartering, or contracting characterizes the divine covenants of Scripture. The sovereign Lord of heaven and earth dictates the terms of the covenant.\(^\text{14}\)

Similar views have been expressed in a committee report by the United Reformed Churches of America.

By its very nature the covenant requires two parties. Sometimes it is said that the essence of God’s covenant is an agreement between two parties. We hold that such wording is inadequate and misleading. The sovereign Creator designed the nature

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\(^{11}\) Ibid., pp. 30-31. Italics added.


\(^{13}\) Ibid., p. 5. Italics added.

\(^{14}\) Ibid., p. 15.
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and the requirements of the relationship which He desired in His own wisdom, and implemented them when and with whom He wished. The Old Testament Hebrew uses berith to designate God's covenant, while the New Testament Greek employs diatheke, both of which intimate a one sided origin which includes a second party. Frequently the Reformed churches have used the wording “the covenant of works” as applying before man’s fall into sin, and “the covenant of grace” referring to God’s gracious and just deeds and promises after and in response to the fall. This bi-focused view of God’s relationship with His creature man is questionable. The use of the former in particular has limitations as to its usefulness, since the Bible does not suggest nor employ the wording. We believe that the simple designation “God’s covenant” is preferable. The Scriptures teach that in His covenant the Creator establishes a relationship of friendship with His creature man, requiring and demanding obedience and love in response. The Garden of Eden was a setting designed by the LORD God (notice the consistent use of the covenant Name in Genesis 2) to demonstrate the Creator’s love for His world and to test man's response to that love and friendship. The ingredients of the covenant are sharply delineated by God, as the trees, the task, the commandment, and the punishment are poignant commentaries of the LORD’s love and justice.\(^{15}\)

L. Berkhof, though defining the covenant as an agreement, also points out the following.

All in all it would seem safe to say that Reformed theology contemplated the covenant, not primarily as a means ministering to an end, but as an end in itself, a relation of friendship; not first of all as representing and including a number of external privileges, a set of promises, conditionally held out to man, a good merely offering unto him, but primarily as the expression of blessings freely given, of privileges improved by the grace of God for spiritual ends, of promises accepted by a faith which is the gift of God, and of a good realized, at least in principle, through the operation of the Holy Spirit in the heart.\(^{16}\)

Berkhof’s view is similar to my own. There is no real need to make an absolute distinction between the agreement view and the relationship view since an agreement may establish a relationship and be considered an aspect of it. Relationships also involve making agreements which express the relationship. In the Bible, the most pregnant and important single expression that reveals the covenant is: “I will be their God and they shall be my people.”\(^{17}\) This is not a description of an agreement; it is a relationship of love. But it is not the purpose of this paper to argue for a Biblical view of the covenant so much as to give the reader some idea of the confusion in current Reformed covenantal theology. So, we turn to Meredith Kline.


\(^{16}\) Systematic Theology, p. 275. Italics added.

\(^{17}\) In various forms, the covenant formula is found in many verses including: Gen. 17:8; Ex. 29:45-46; Lev. 26:12, 45; 2Sam. 7:24; 1Chr. 17:22; Jer. 7:23; 11:4; 24:7; 30:22; 31:1, 33; 32:38; Ezek. 11:20; 14:11; 34:24,30; 36:28; 37:23, 27; Zech. 8:8; 10:6; 2Cor. 6:16; Heb. 8:10.
A Klinean Digression

Meredith Kline’s views of the covenant add further complications. On the one hand, he disagrees with the Westminster Standards on one important issue and with most in the Reformed tradition on others. First, contrary to what the Westminster Standards imply and what most Presbyterian theologians have taken for granted, Kline sees the covenant not as something that God gave to man after he was created, but as essential to the creative process itself. In Kline’s view, covenant is not a contract given to Adam, something totally distinct from being in God’s image, though this is the common interpretation among older Presbyterians. For Kline, covenant is an aspect of what it means that man is in God’s image.

Discovery of the biblical nexus between the concepts of image of God and divine covenant validates Covenant Theology’s identification of the Creator’s relation to man at the beginning as a covenantal arrangement. In the light of the interrelation we have found between covenant and image of God, the fact of man’s creation in God’s image, explicitly affirmed in Genesis 1:27, would in and of itself signify the existence of a covenant. But there is the further fact, observed above, that the Glory-Spirit, who was the creative Archetype of man’s ectypeal glory-likeness, was present as a crowning and sheltering canopy over man in Eden. This tells us again that we are to construe the creation order as a covenant order. For according to the analogy of Scripture, God’s covering of his people with his Glory, which is associated with his investiture of them with his image, is an act of covenantal engagement.

Again, Kline makes his disagreement with the Westminster Standards more explicit when he writes,

It is not the case, as some theological reconstructions would have it, that the covenant was superimposed on a temporally or logically prior noncovenantal human state. The covenant character of the original kingdom order as a whole and of man’s status in particular was given along with existence itself.

Second, Kline disagrees with most writers in the Reformed tradition in excluding any element of grace in the original Covenant of Works in the Garden. The traditional view is emphasized by Joseph Morecraft in the following.

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18 See the Westminster Larger Catechism, questions 17 and 20 and the Shorter Catechism, questions 10 and 12. It may be possible to interpret these sections so that creation involved the gift of the image. But the natural reading of the relevant questions suggests that Adam was God’s image and given dominion, etc. before there was ever a covenant relationship in view.

19 See, for example, A. A. Hodge, Outlines of Theology (Grand Rapids: Zondervan, 1977), pp. 309, ff.

20 Note that here Kline implies that he is in agreement with the Reformed tradition. As the next quotation shows, however, he stands clearly against the traditional view that Adam was made in God’s image and then given the covenant. This is not to say, however, that he would not be able to find some support for his views among older Reformed theologians.


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The Covenant of Works is rooted in the unmerited grace of the Creator. The relationship between Adam and God was not only a natural one of Creator and creature, it had the added quality of a covenant bond, wherein a loving Father graciously seeks the welfare and happiness of His dependent creatures.²³

Morecraft goes on to devote about 8 pages to a discussion of the abundant riches of God’s grace in the Covenant of Works. His quotations from A. A. Hodge, Robert Lewis Dabney, Geerhardus Vos, and James Henley Thornwell show clearly that he is in the mainstream of Reformed understanding on this issue.

Kline’s view on the Covenant of Works contradicts not only Joseph Morecraft’s and John Murray’s views, but also those of many in the continental Reformed tradition and critics from the neo-orthodox camp. G. C. Berkouwer and S. G. DeGraaf reject the doctrine of a Covenant of Works for reasons similar to those of Karl Barth, J. B. Torrance, and Holmes Rolston.²⁴ For these men the idea that God’s relationship with man is primordially legal seems to contradict the whole Biblical view of how God relates to man. Rather than beginning in law and working his way to blessing, Berkouwer and DeGraaf, along with the neo-orthodox critics, believe that man must begin his walk with God in the grace of God’s abundant blessing and express faith and gratitude through obedience. The fact that neo-orthodox critics deny the historicity of Adam does not mean that their critique can be simply dismissed or ignored. The question of Adam’s original relationship with God must be answered from Scripture, along with the related issue of merit emphasized by Kline.

Kline’s emphasis on a strict, merit-based Covenant of Works as essential for a Biblical doctrine of justification is one of the most controversial aspects of recent covenantal theology. After all, if Kline’s view of the Covenant of Works is taken as Reformed orthodoxy, it would rule out most of the famous theologians in the Reformed tradition for their emphasis on grace in the Covenant of Works. And if affirming a meritorious Covenant of Works is essential to the doctrine of justification, many Reformed in the continental tradition, the Lutherans, and all other evangelical Christians must be regarded as denying an orthodox view of justification. Perhaps Kline and his followers do not intend to push things to this extreme. But if we accept Kline’s view of a strictly meritorious Covenant of Works, it is a very short step to the affirmation that it is the sine qua non of Reformed orthodoxy and a Biblical doctrine of justification.

In spite of these innovations, however, Kline is in most respects very much a traditional Reformed theologian, arguing for a traditional two-covenant paradigm. It is significant, therefore, that he also regards the covenant as a relationship.

Every divine-human covenant in Scripture involves a sanction-sealed commitment to maintain a particular relationship or follow a stipulated course of action. In general then a covenant may be defined as a relationship under sanctions.²⁵

Consensus?

In this brief essay, we have tried to show that Richard Phillips’ assertions about a Reformed consensus are simply not true in our day. In particular it is grossly inaccurate to say that Reformed theology is united in defining the covenant as an agreement rather than a relationship — unless we wish to discount the 20th century. As we have seen, some of the most important recent Reformed theologians including John Murray, Meredith Kline, and O. Palmer Robertson, all define a covenant as a relationship. Citing these men does not prove that the definition of a covenant as a relationship is correct or that Phillips’ view is wrong. The point is that his claim for a consensus is wrong.

Reformed theologians differ from one another over the basic definition of the word “covenant,” the character of Adam’s relationship to God, the question of merit, the nature of the Mosaic covenant, and whether there are one or two basic sorts of divine covenants. Consensus, therefore, is the last word that describes the present state of Reformed theology, however much harmony there may have been in the past.

To add to the confusion, the interrelationship of these questions is complex and one can find writers who hold to almost any of the possible combinations of answers. Meredith Kline, for instance, holds that the Covenant of Works involves strict merit and that the law covenant is basic, but also that the covenant idea is important for understanding the trinitarian relationships of the three Persons since in his view there is an eternal Covenant of Works between the Father and Son. Most Reformed theologians, including well-known representatives such as Herman Bavinck, Charles Hodge, and Robert Lewis Dabney, hold to a Covenant of Works with Adam in the Garden and regard it as parallel to the covenant with Christ, but, contrary to Kline, emphasize the gracious character of the Covenant of Works. Older Reformed theologians together with the Westminster Confession of Faith regard God’s relationship with man as always and essentially covenantal, though they also regard the covenant as an agreement into which Adam — already created in God’s image and related to God “naturally” — entered, defining “image” apart from the notion of covenant. John Murray, who denied that there was a covenant in the Garden of Eden and would probably, according to his definition of the word covenant, also have denied a Trinitarian covenant, but he believed in the headship of Adam and offered good Biblical reasons for regarding the Mosaic Covenant as an essentially gracious extension of the Abrahamic Covenant. Meredith Kline regards the Mosaic Covenant as at least partially an extension of the Covenant of Works, and other Reformed theologians who see the Covenant of Works as gracious are divided over whether the Mosaic Covenant is in part a republication of the Covenant of Works or not.

This is not an exhaustive statement of the differences among Reformed theologians on the doctrine of the covenant, but it is enough to show that there is considerable diversity on the subject. What we need now in the Reformed world is not a forced conformity to one interpretation of the Westminster Confession, but the liberty to investigate the Scriptures to try to work on a new and more Biblical consensus. At this point in time, one of the worst things a Reformed denomination could do would be to take sides for Meredith Kline against John Murray or for John Murray against Meredith Kline.\footnote{On one issue we must take a stand against Meredith Kline. His insistence that his own view of the Covenant of Works is essential to a true doctrine of justification by faith is an attempt to make his novel view of the...}
Murray, and O. Palmer Robertson who will do serious Biblical theological research and writing. And there are such men. John Frame has produced massive theological treatises from a covenantal perspective, Vern Poythress has written the best introduction to the Mosaic Law available for a modern reader,27 James Jordan has written literally thousands of pages of Biblical theology and exposition,28 Peter Leithart has produced numerous volumes applying the insights of covenant theology, and the Auburn Avenue Pastors Conference is working toward re-thinking the application of covenant theology to the life of the Church.29 We are living in a day in which covenant theology, though lacking in unity in many details, is actually thriving. There are too many helpful writers to mention. These men do not all agree on the details of covenant theology, but they are all Reformed thinkers committed to the faith of the Reformed confessions.

Interpretation of the Westminster Standards can and should be sufficiently broad to tolerate a variety of opinions. The complexity of the present state of the discussion demands that we search the word of God in humility and faith, being patient with each other until we can achieve a unified understanding of God’s word. We also have to remember that it may not be achieved by a direct debate about the issues wherein we disagree, but instead through application of our faith to daily life and the attempt to answer the broader theological and practical challenges that God is confronting us with in the post-Christian Western world.

Covenant of Works the new standard of Reformed orthodoxy. Even if his view on the Covenant of Works were basically correct, it would be a great mistake to elevate this into a standard and crush all debate.

28 See http://www.biblicalhorizons.com/
29 See http://www.auburnavenue.org/