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[← PREVIOUS PAGE](#) | [NEXT PAGE →](#)

2. A Covenant of Companionship — (Exodus 20 and 21)

Your companion ... by covenant

(Malachi 2:14)

Introduction

The cohesiveness of the bond in marriage is strong, and the interfacing of the marriage partners holds potential for intimate companionship; but marriage itself is more properly *a covenant/relationship*. In [Malachi 2:14](#), God reprimands certain Israelite men for dealing treacherously with the wives of their youth, with whom they had a covenant.⁵³ These husbands had divorced their wives to marry women of the land. What exactly is a covenant, and what specifically does a marriage covenant involve?⁵⁴ A covenant is, simply put, an agreement between two parties. The agreement might be either public (e.g., [Gen. 23](#)) or private ([1 Sam. 18:3](#)). Generally, a covenant was made to establish some legal position. In fact, the Akkadian word *burnt*, which means precisely that, is thought by many scholars to be the basis of our Hebrew word *berit*.⁵⁵ Covenantal agreement in biblical times had four elements: parties, conditions, results, security.⁵⁶

The Parties of the Covenant: Equal or Unequal?

The parties in a covenant might be individuals (1 Sam. 18:3) or large groups (Gen. 23), and the relation these parties bore to each other might be one of parity or disparity. In Old Testament marriage, were the partner equals, or was one the servant of the other? The focus is often on the supporting partner.

A HELPER SUITABLE

Given the Old Testament emphasis on the husband paying a price for the bride (e.g., Exod. 22:17) and the New Testament emphasis on the “headship” of the husband (e.g., Eph. 5:22 ff.), one might suppose that the Bible understands the marriage agreement as being between unequals. That is incorrect. In the first place, Genesis 1:26 ff. identifies men and women as equal representatives of the divine Image (see chap. 1). When this is coupled to the second chapter of Genesis, in which God creates the woman as a “helper suitable” for Adam, and when it is understood that these latter words, in the Hebrew, imply not inequality but rather the supportive help of equals, one begins to get a better picture of the nature of their covenant relation. Adam recognized an aspect of their equality when he spoke of their common human bond (v. 23).

NOT A SLAVE

An even clearer picture of their status relation is revealed by a close analysis of the concubinage laws. Leviticus 19:20 states a law governing the infidelity of a concubine to her master. It reads,

Now if a man lies carnally with a woman who is a slave acquired for another man, but who has in no way been redeemed, nor given her freedom, there shall be punishment; they shall not, however, be put to death, *because she was not slave* (Emphasis added.)

What this is saying is that in concubinage the woman is judged differently than in a “full marriage.” This reminds us of our previous comments about the terms employed of the partners. *Baali* implied “master,” whereas *ishi* implied status equality. Status equality, in turn, reminds us of the intimate companionship of a covenantal relationship. The partners are seen as “companions,” that is, two individuals bound together as equals.

None of this should be construed as denying the biblical teaching that, within the marriage relationship, the husband is endowed with the qualities necessary for and has the responsibility to be the leader of the team. Even in teams of horses, one is commonly the lead horse. The fact that the man is the leader of the unit, the “head” as compared to “the body,” does not make him higher in personhood. Nor does it mean that his wife is less than an equal in terms of partnership. This is admittedly difficult to grasp. They

are equally persons, equal partners, different in role responsibilities (with the husband being the final authority in familial decisions).⁵⁷

WORTHY OF A “BRIDE PRICE”

Modern people, when reading “bride price” passages in the Law, often jump to the conclusion that to pay for the bride amounts to her having been *sold*, and that this reduces her to the level of a slave.⁵⁸ It is my conviction, however, that the God who is neither male nor female but who is the Judge of all the world would not do wrong. It is He who has inspired these passages. When we fathom His intentions, we come to see the justice and realism such passages express. Recognizing the potential for irresponsibility in husbands, these laws provide one of the best means for the woman’s family to discern the sincerity of a potential husband. Only a sincere suitor will place a value on his bride equal to nearly a year’s wages.⁵⁹ Her father, in turn, was expected to keep—perhaps to invest—the money for the woman’s future possible needs (cf. [Gen. 31:15](#)). The man who disregarded commitment and had uncovenanted relations with an unmarried woman⁶⁰ was required to “pay money equal to the bride price for virgins” to the girl’s father ([Exod. 22:17](#)). A man who raped a virgin was charged fifty months’ wages ([Deut. 22:29](#)), and a man who publicly defamed his wife had to pay her father a hundred months’ wages ([Deut. 22:19](#)). In each case, the money was to ensure proper, future provision for the woman.

It functioned as collateral would in a loan. As such, it was a sort of prepaid alimony, to cover the woman’s needs against the possibility of unjust treatment or release by her husband—as if someone defaulted on a loan. This is based upon [Exodus 21:11](#), where a mistreated concubine—a half wife, was to be released “without payment of money.” Although this passage deals with concubines, it would seem to be in harmony with [Genesis 31:15](#), which deals with full wives that had been “sold” like concubines (as Laban sold Rachel and Leah). There will be further discussion about the use of concubine passages in a later section.

A WILLING PARTNER

If marriage is an agreement between equals, what part, if any, did the woman play in consenting to the marriage insofar as man ancient marriages were arranged by the families? [Genesis 24](#) would seem to present us with a realistic picture. There, in the story of the procuring of a wife for Isaac, the servant of Abraham asks him what he is to do if “the woman will not be willing to follow me to this land.” The

striking thing about this is that the servant did not know who the woman would be; his question seems to imply that women *generally* exercised the right to determine their marital partner. And though there may have been exceptions, I believe that it is safe to conclude that this was the rule in biblical times, at least among the ancestors of the Israelites.⁶¹

The Conditions of the Covenant

If the partners are considered equals in their covenant, we would speak of the covenant as “bi-lateral.” And realizing that the marriage covenant is a bilateral agreement is a significant point to which the inquirer into the biblical view of divorce can come. For, as is pointed out about such covenants, they are “entirely conditional upon the acceptance and fulfillment” of the obligations to which the parties have agreed. Indeed, the authors of the article “Covenants” in *Wycliffe Bible Dictionary* state that “all human covenants are bilateral and conditional.”⁶²

CONDITIONAL OR UNCONDITIONAL COMMITMENT?

The astute reader will foresee the implications regarding the breakup of marriage that arise from such a view of covenant, namely, if the marriage vows are broken, the covenant is off, and a divorce writ is only a *public statement of the facts*. Those who are opposed to these implications may respond by opting for the obvious alternative, namely, that marriage is unconditional. Their major source of biblical support comes often from verses that analogically relate human marriages (a) to God’s unconditional relation to his chosen “bride,” the Church ([Eph. 5:22-33](#)) and (b) to the Abrahamic covenant ([Gen. 15](#)). From these passages the argument is drawn that, since God is faithful even though we are not, we should do the same with our spouses, since we should love them the way Christ loves the Church ([Eph. 5:25](#)). The husband should present his wife to the Father, just as Christ will present his bride the Church to the Father ([5:26-27](#)).

This sort of reasoning has several mortal deficiencies. First, as I have already had occasion to point out, there are dissimilarities as well as similarities in analogical arguments. Just as permanence is not specifically mentioned as a similarity, so too, an “unconditional” aspect of human covenants is likewise not stated. The fact that God makes unconditional covenants and that God draws analogies between his relationships and human relationships does not mean that human relationships are ever unconditional. The burden of the proof rests upon anyone who affirms such a correspondence. It will not do in interpreting analogies to bring in unexpressed elements and compare them simply because they exist in one of the relationships. We must remember that this sort of “smuggling” works in both directions. For example, human husbands do not always know what is best for their wives and families, but this fact does not lead me to suggest that Christ is sometimes unaware of the needs of the Church. By the same token, the fact that Christ may commit himself unconditionally to the Church should not lead us to infer

that human marriages are unconditional. The very fact that conditions are not expressly discussed in the passage is *prima facie* evidence that God does not intend the reader of the Ephesian letter to draw implications about such conditions from it.

Some might suggest that verses 26 and 27 offer support for the existence of an unconditional aspect to human marriages. These verses mention that Christ will present his bride the Church to himself in all her glory. Does this not refer to the eschaton? And does this not imply a permanent and unconditional relationship? And, if these are implied, does this not mean that unconditional elements *are* germane to the analogy to human marriages? Not really. As we noted in chapter 1, there are several aspects of the Christ-Church relationship in [Ephesians 5:22-33](#) that clearly go beyond the analogy to human marriages.

The Christ-Church relationship is *mysterious*, according to verse 32, but that verse also mentions that marriage is not. Verse 23 notes that Christ is the *Savior* of the “body,” but verse 24 begins with “but”: *but* this is not true of the husband’s relationship to the wife or of her relationship to her husband; the husband is not the *savior* of the wife. The husband is the “head,” but not the savior. So too, husbands should be self-sacrificing for their wives, just as Christ is for the Church (v. 25). But is the husband the “sanctifier” of the wife (v. 26)? In other words, the presence of contrasting elements in the analogy requires us to use caution in drawing correspondences between points that are stated, much less those that are not.

Furthermore, it can honestly be questioned whether the covenants of God himself with *individual* human beings are always and in every respect unconditional. Some of the blessings of even the Abrahamic covenant are conditional ([Gen. 17:14](#)), even though the covenant itself is not. For although God’s promises regarding seed, land, posterity, and so on will be fulfilled to the descendants of Abraham *corporately* considered, the experiencing of any of these blessings by *individual* descendants of Abraham is conditioned upon their being circumcised of heart—an Israelite indeed ([Rom. 3](#)). Additionally, the marriage-divorce “metaphor” in the Old Testament is most often tied to the Mosaic covenant rather than to the Abrahamic. With regard to the conditional nature of that covenant, consider [Deuteronomy 27-30](#).

If the people then, or in future generations, disregard the unequal treaty of Sinai, cursings will come upon them. Jeremiah records the historical facts of the visitation of these curses, and notes:

“Behold, days are coming,” declares the Lord, “when I will make a new covenant with the house of Israel and with the house of Judah, not like the covenant which I made with their father in the day I took them by the hand to bring them out of the land of Egypt, My covenant which they broke, although I was a husband to them,” declares the Lord (31:32 f)

Sinai was a “bilateral,” or conditional, covenant. Its form is that of the Suzerainty treaty, a Hittite treaty between unequal parties. Analogies between God and marriage in the Old Testament seem most directly to relate to the Mosaic, rather than the Abrahamic Covenants. So too, the Davidic covenant was unconditional, but that did not mean that the positive promises to him always obtain to his descendents.

It is simply wrong-headed to understand the human covenant of marriage to be as unilateral as the Abrahamic covenant. Moreover, it is both hasty and dangerous to argue from the fact that God has chosen unilaterally to make his relationship to Israel or the Church permanent to the requirement that spouses must unilaterally remain in legal bonds of marriage to each other.

If marriage is a covenant, and if covenants involve conditions, exactly what are the conditions? Are they the same for both men and women or do they differ? Where does the Bible talk about all this? These are a few of the questions that this discussion engenders. Answering them is not an easy task. It is also a controversial project—much more so than I once imagined.

Simply put, the Bible warns a person against the breaking of the conditions when, in the seventh commandment, it says, ‘You shall not commit adultery’ (Exod. 20:14). Though at first one might be inclined to think of this word only in sexual terms, the Deuteronomic comment on this command makes it clear that far more than sexual purity is at stake.⁶³ In a section spanning from 22:1 to 23:14, we find that the major value behind the command is “integrity” of relationships. Different types of relationships are addressed: social (22:1-14), sexual (22:5), natural (22:6-7), architectural (22:8), agricultural (22:9-10), customary (22:11-12), marital (22:13-29), lineal (22:30-23:8), hygienic (23:9-13). Looking at this list, it is evident that integrity *in general* and not merely sexual integrity is understood by Moses as entailed by the warning against “adultery.” Deuteronomy says positively what Exodus put negatively. Deuteronomy says that the life of the Israelite is to be lived in purity and integrity. Exodus warns us not to adulterate that integrity.⁶⁴

THE ESSENTIAL COMMITMENTS IN THE COVENANT

Looking specifically at the section on marriage, we may note that responsibility is dealt with in regard to both the woman and the man. The admonition to each is interwoven with that of the other. The woman is enjoined to keep herself pure from any willful sexual relations with men other than her pledged one (cf. Deut. 22:20, 22-25).⁶⁵ For his part, the man is required not to ruin the reputation of a woman of Israel (22:19, 24-29). I will sum these up under the following heads: the man is to *protect and provide* for the woman; the woman is to be *monogamous*. But we are already a bit ahead of ourselves; let us turn back now to Exodus and see these same responsibilities as they appear in the first giving of the Law.

THE MAN'S RESPONSIBILITIES:

PROVISION FOR THE WIFE'S BODILY NEEDS

**He may not reduce her food, clothing,
or conjugal rights. (Exodus 21:10)**

After the statement of the general obligation not to commit adultery, the Law picks up in the following chapter the theme of covenantal relations. The implications of [Exodus 21](#) to our discussion are not to be underestimated. Unfortunately the chapter is seldom, if ever, brought into the discussion of marriage, much less of divorce, the reason being that the one-flesh relationship under discussion that chapter is one involving concubines.

There are very good reasons for breaking with the traditional avoidance of [Exodus 21](#) in discussions of marriage. First, a concubine is nearly a wife. Though a slave, she did have an ongoing “one-flesh” relationship with her master. She bore him children, and they were considered his (remember that most of the sons of Jacob were born to him by his wives’ servant girls). [Exodus 21](#) makes it clear that the concubine had been bought by a price, which must have functioned similarly to the bride price of a full wife (v. 7). Second, though she was a concubine, therefore a slave, slavery in Israel was unlike that in surrounding lands. Victims of chattel slavery were protected from being sent back to their masters if they escaped ([Deut. 23:15](#)), but the permanent servant girl was to be treated like a daughter ([Exod. 21:9](#)).

⁶⁶ Third, though the term *wife* is added in the English text in 21:10, it would seem that the translators have been well advised to interpret it this way (rather than simply “another maidservant”) insofar as the verse at hand closely approximates [Deuteronomy 21:15](#), which deals with a similar subject, namely, the disinheriting of the children of an unloved woman/wife. The Deuteronomy text prohibits an attack upon an unloved wife by disinheriting her children; the earlier Exodus passage prohibits a man from refusing to give a wife the opportunity to have children. The second passage amends the first at a crucial point. What good would it do to prohibit a man from disinheriting his wife’s children if he could simply refuse to give the unloved woman children (through whom she gained inheritance from him) in the first place? The laws function together, and both wives and concubines are, in all likelihood, to be included in both.

⁶⁷

Fourth, and more important, since the Scripture elsewhere does not discuss similar rights of a full wife, it may be presumed that this text is designed, in principle, to set forth the rights of all women under covenant who have a one-flesh relationship with a man.⁶⁸ Philosophically, this sort of reasoning is called an *a fortiori* argument; that is, it argues from the lesser to the greater: if God cares this much for a one-flesh partner of a lesser status (i.e., a concubine), then He cares at least as much for a full wife (i.e., a companion). If the slave has certain rights, it is unreasonable to assume that the free woman has fewer.

⁶⁹ That would suggest that a partner in a covenant of equality would deserve less consideration than a partner in a covenant of inequality. Certainly God felt no obligation to provide for the covenant partner

(Israel) when that partner had failed to live up to its side of the covenant! The very point of the “cursing” section bears that out. Any who would suggest that full partnership implies less privilege bears a heavy burden of proof!

The *a fortiori* argument assumes new importance when we consider that God is very concerned with the reputation of the full wife. In [Numbers 5](#) and [Deuteronomy 23](#), there are passages that assess great fines against a man who would tarnish his wife’s reputation. Would it seem likely that God would care so much for the woman’s reputation and care nothing for her body? A smear upon her reputation brought a hundred-month fine and the prohibition of divorce. Could it be argued that God does not care if the bearer of that reputation is battered and beaten to death? That is not likely. Is it improbable that God intends the concubine passages to be used to derive principles for the judges to apply to the case of abused covenant partners who were equals to the males? The principle of the Exodus passage is that a legal sexual partner has certain inalienable rights. A wife is such a partner as well as a concubine. In short, marriage being essentially a covenantal (not a mystical) relation—a covenant of equals—absolutely nothing would imply the lack of privileges granted a partner in a covenant of unequals. The wife has her rights.

What are those rights, or, if I may put it backwards, what are the obligations of the man? Exodus reveals four. Three are found in 21:10, and the last is enumerated in verses 26 and 27. The first three obligations are prefaced by the phrase “he may not reduce.” The idea here is that the master may not cut back on the provisions stated in the contract made with the girl’s father (cf. v. 7). Obviously, that contract stipulated a certain amount of each of the items that follow. But before we look at them in particular, note that in the case of a slave contract, the concubine’s father is obviously in a poor bargaining position. In all likelihood he would only have been able to arrange for a minimal amount of provisions for his daughter. Had he been in a better position, he doubtless would not have sold her in the first place, for, rather than “another mouth to feed,” such a girl would usually have been a helpful part of his work force. On the other hand, if the master had really liked the girl, and considered her family equals to his own, he would have taken her as a full wife, not put upon her the status of a slave. Given these considerations, it is likely that, as a rule, the sort of promises made would entail *minimal* support; that is why *reduction* of the provisions is prohibited.

Just how serious the issue is can quickly be seen by considering the nature of the provisions in question: food, clothing, and sex. The first two are most readily understood. If the girl was getting minimal food, reducing the amount would be life-threatening. She could starve. If she were ill clothed, her body could succumb to the elements. She needed minimal shelter. But the third obligation, sex—“conjugal rights”—is not so clear.⁷⁰ Why is sex an issue? Answer: the future security of the concubine depended upon her children. She received no inheritance from her master aside from what he was required to give to his children by her (cf. [Deut. 21:15-17](#)). If he died before she did, as husbands most often do, she could not

count upon his extended family to care for her in her old age (when she would no longer be desired as a concubine). Her hope was in her children. Any man who would so attack that future security of the concubine by denying her the chance to have children was to be considered a scoundrel indeed. The Onan story ([Gen. 38](#)), though dealing with a levirate situation (marriage of a widow to her deceased husband's brother) and relating to a "full wife," nonetheless makes this clear in the Old Testament, and Paul's harsh words regarding the neglect of one's family ([1 Tim. 5:8](#)) show that God has not changed his mind in the matter!

Since a slave was an unequal partner, it stands to reason that a husband was expected to provide far better for his full wife. The slave could expect the minimum. The wife could expect better. The translator of the NET Bible argues in his note at that point that the word for food means "flesh", which speaks not of minimum, but of food eaten by family members. This would imply even greater rights for a full wife.

Consideration must be given here to the arguments by Walter Kaiser that the third provision in the list should be "ointments" rather than "marital rights."⁷¹ Noting that the Hebrew word in question is a *hapax legomenon* (once-spoken word), Kaiser questions the propriety of following the Septuagint (the Old Testament translated into Greek around 200 BC), whence arises "marital rights," when similar, threefold lists of essentials from Sumer and Akkad (more contemporaneous societies) end with "ointments."⁷²

I do not believe that a close examination of the facts surrounding the choice in question does not, however, favor Kaiser's conclusion. First, there is no assurance that because the similar lists are threefold and contain two common elements the third element is the same. The case would be stronger, of course, if the Exodus list was itself from Sumer/Akkad. Second, I believe that it is still preferable to follow the "authorized" translation of the Hebrew Scriptures by those familiar with the tradition than one that is based on inferences drawn from similarities.

Kaiser does admit in a footnote that those arguing for "marital rights" do have two plausible supports for their alternative. The first is a linguistic point. The Hebrew term, though a *hapax*, is very similar to a word translated "to humble by ravishing [in illicit intercourse]." The second point is a cross-reference to [1 Corinthians 7:3](#), where Paul admonishes the husband to show his spouse "due benevolence," which, in the context, certainly means to "grant sexual intercourse."

Why Kaiser rejects these supports virtually out of hand is puzzling. Though it is clear that the term cannot mean "humble by ravishing," or "rape," we must remember that the term in Exodus is slightly different. Perhaps the difference involves mitigation of the implications of humbling by force? In any case, the more evident linguistic elements do seem tied to sex rather than ointments. Second, though

the cross-reference to Paul is less weighty, it does show that an Old Testament scholar of the early Church did see it as an obligation for the man to grant his wife sexual relations.

Given these points, it seems far less risky to follow the traditional translation of the *hapax* than Kaiser implies. For my part, I will presume that the traditional translation is preferred until better argument can be found than mere similarity to other ancient texts. (See also argument given in **Appendix B**.)

PRESENCE

A corollary to the responsibility of provision is presence. If the husband is responsible to provide nourishment and security—including sexual intercourse—his continuing presence would be required. This does not mean that he cannot be away from the home for valid reasons, but it does mean that he cannot willfully desert his wife and remain innocent of failing to provide. The implications of this provision are also important to the question of divorce. If a husband's divorce of his wife is a legal desertion, then it would be nothing less than a form of breach of the requirement to provide for his wife.

PROHIBITION OF HIS ABUSE OF HER BODY

If a man strikes the eye... and destroys it...

(Exodus 21:26)

The final requirement of [Exodus 21](#) is consistent with the first three. If the male one-flesh partner was prohibited from passively attacking the well-being of his covenant partner, we may reasonably conclude that more physical aggression on his part would be a more grievous insult to the relationship. If we think so, we are not disappointed by the later verses of the chapter (vs. 26):

And if a man strikes the eye of his male *or female* slave, and destroys it, he shall let him go free on account of his eye
And if he knocks out a tooth of his male *or female* slave, he shall let him go free on account of his tooth. (Emphasis added.)

Note that the abuse in question is not a simple slap or a raised voice, but a serious attack. Hebrew scholars suggest that the eye-tooth reference may be a *merism*, that is, a term-set that goes from the greatest to the least. The implication of a *merism* at this location in the text would be that if the contract partner sustains any lasting physical damage, the covenant has been broken.⁷³ Note, too, that the slave is a

person under covenant or contract. Remember also that a concubine is identified in the previous passage as a slave and certainly would have been protected by this passage. Finally, if we employ the same line of *a fortiori* reasoning that we did earlier, we see that the rights of a wife will at least equal those of a slave woman. In fact, logic implies that if a slave may not be beaten seriously, a full wife may

not be beaten at all. The cord is tied: the man may not abuse his covenant partner. Neither passive nor active abuse of a wife would be tolerated by the law.

PROTECTION OF THE WIFE'S REPUTATION

“...because he publicly defamed a virgin of Israel”

(Deuteronomy 22:1-9)

To these requirements of physical protection we are now prepared to add comments about the reputation of the wife and the husband's responsibility not to defame her. Two passages are pertinent; first is [Numbers 5](#). This is the so-called “law of jealousy” (v. 29), where a man suspects that his wife has been unfaithful to him, but he seems to have insufficient evidence for a normal adultery trial. The text offers the option of securing final judgment from the Lord. The man takes his wife before the priest (the issue here is revelatory evidence), and the woman is put through a ritual. God speaks through the effects of the ritual to proclaim the guilt or innocence of the woman. There is nothing magical about the ritual; it is simply designed to be a means of revelation, similar to throwing die.

The public nature of the process is important. After all, the husband has made a public statement about his wife's loyalty and purity. It is, then, only fitting that the truth be a matter of public record, derived through a priest—not through a politician—that it be done by the hand of the omniscient God, not by the word of humans who err.

The wording of the results of the test is our primary concern. It states that, if she is guilty, “the man shall be free from guilt.” The man in question is not the man who has committed adultery with the woman, but, rather, her husband; *he* shall not be guilty of slander. Obviously, if she is *not* guilty, the husband *is*. While the text of Numbers does not go into further detail regarding the nature of his guilt or its penalty, it may be assumed that he is guilty of slander and that his penalty would be determined by the judges. We may only speculate as to the *social* penalties that his neighbors and his wife's family might assess!

A second passage, [Deuteronomy 22:13-21](#), offers significant clarification to the first. In this “second giving” of the Law, a similar challenge to the integrity of the wife is discussed. This time it regards a new bride, rather than a wife of long standing. In Deuteronomy, the groom claims that his wife has had premarital relations, is guilty of “shameful deeds” (v. 17). Again, the matter of evidence is considered. This time the wedding-night sheets, in the possession of the bride's father for safe custody, stained with the consummative blood, is considered sufficient proof of her purity. And if the proof could not be produced, the girl was judged to be a harlot and was dealt with as such (vv. 20 f.). If she were guiltless, the slandering groom was treated in a way appropriate to his guilt. The specifics of this punishment will be discussed in the next chapter, but here I wish to note the nature of his guilt: “he publicly defamed a virgin of Israel” (v. 19). This makes it clear that the husband had a legal obligation to do nothing that would ruin the

reputation of his wife, at least as regarded questions of her loyalty to the canons of their marital covenant.

NEW TESTAMENT STATEMENTS

The New Testament reaffirms these responsibilities of the husband. In [Ephesians 5](#), the husband is admonished to “love” his wife. This admonition to responsible, self-sacrificing regard for her in her status as a wife is defined further as nourishing and cherishing her (v. 20). If anything, there is a bit of emotional involvement implied in the latter term (*thalpo*)—a certain tenderness—that was not legally binding upon the husband in the Old Testament. We shall have more to say about these “extra legal” responsibilities as they relate to the ending of the covenant.

THE WOMAN'S RESPONSIBILITIES:

SEXUAL FIDELITY TO HER HUSBAND

“If no man has lain with you..”.

(Numbers 5:19)

The major condition of the covenant for the woman was sexual fidelity. She was required to have no other sex partner than the man to whom she was pledged. Passages in the Law that defined sexual adultery made this very clear. Consider first [Leviticus 18:20](#):

You shall not have intercourse with your neighbor's wife, to be defiled with her.

This is supported by the penalty clause in [Leviticus 20:10](#):

If there is a man who commits adultery with another man's wife, one who commits adultery with his friend's wife, the adulterer and the adulteress ...

In the “second giving” of the Law, the formula does not change:

If a man is found lying with a married woman ... ([Deut. 22:22](#))

If there is a girl who is a virgin engaged to a man, and another man finds her in the city and lies with her...he has violated his neighbor's wife. ([Deut 22:23 f.](#))

In each case, the woman is identified as pledged to another man. Her marriage might have been consummated or might still be in the betrothal stage, but in either case, for her to join herself physically

to another man constituted “adultery.”

This betrothal aspect of this analysis bears out a conclusion of Chapter 1; that is, the consummation of marriage by intercourse did not constitute the most important element of the marriage relationship or of the establishing of the marriage itself. More important than the consummation was the betrothal. This fact is easier to understand when you recall that, in Hebrew marriages, the only vows that were ever said, the only agreement that was ever made, was made at the beginning of the initial betrothal. For them, the betrothal was not merely a sentimental statement of intention, as it often is in our society, but the very binding of the parties together by covenant. From that moment onward, the woman was considered the man’s wife (cf. [Deut. 22:24](#)).⁷⁴ The heart of the covenant was not the one-flesh joining, but the contractual commitment.⁷⁵

But though that marriage is not essentially sexual, it is to be remembered that the wife had the right to sexual relations with her husband ([Exod. 21:10](#)). She had the right to sex in order to grant her the possibility of offspring who could provide her future security. Sex was a *right of marriage* (“conjugal rights”), not an essential element in its establishment. Without the vows, no marriage exists. Without sexuality, the marriage has not been consummated. The consummation is similar to, but not the same thing as, a man taking possession of property; he owns it before he takes it, but taking it makes the transaction final.

[Deuteronomy 22:13](#) ff. presents us with a law that required the bride, when taken, to be as pure as she presented herself to be when first covenanted. For her to claim to be a virgin but to have had previous sexual relations was a breach of covenant. Perhaps the thought here is that the girl had those relations during the betrothal period, but no great effort is taken to determine the exact timing. She is simply said to have “played the harlot in her father’s house” (22:21). This shows the seriousness with which the Law looked upon the purity of the bride.

An important distinction to make at this point is that the woman’s responsibility with regard to marriage is put in the *negative*, whereas the man’s is put in the *positive*. He must grant to her the act of sexual intercourse. She, on the other hand, was required only to refrain from having sex with anyone else. She was not required to have sex with him. Of course if she did not, he might take another wife if he could afford one. It was a “check and balance system”.

PROHIBITION OF HER ABUSE OF HIS BODY

Husband abuse of a physical sort is not directly mentioned in the Law. But it is indirectly. It is an implication of the same passages cited to prove that a woman’s husband may not abuse her ([Exod. 21:26](#)

f.). If slaves could be free of their master if beaten, what must we conclude of a master beaten by his servant? The Law might have justified death for the slave in those cases (cf. [Exod. 21:15](#) for how the striking of authorities was treated), but we can be satisfied with no less a conclusion than that such abuse would have ended the master's responsibility to provide for the dependent servant. The implications for this in marriage are obvious.

PRESENCE

Though it is rather easy to see the need for the husband to remain available for the wife—especially regarding sexual obligations, it is harder to see an essential requirement for the wife to remain in the home. But such is the implication of the Law. Ending a contractual covenant was a matter of ransom, or transfer of ownership. And a ransom was not always allowed in the Law. Thus, a woman slave was not allowed to leave the master's house, as the male slave was (cf. [Exod. 21:1 ff.](#)).⁷⁶ In other cases ransom or redemption was allowed. In the case of a girl rejected as a bed-partner a process of redemption was required ([Exod. 21:8](#)). The rejected war bride of [Deuteronomy 21](#) even needs to have an ordinance to permit her to “go out.” And the divorced woman of [Deuteronomy 24](#) needs the writ. All of these passages, and others, speak of the fact that a woman may not simply walk away from her husband. If she did, that would doubtless have been seen as a statement that she was repudiating her covenantal agreements.

NEW TESTAMENT ADDITIONS

The New Testament, of course, goes beyond the legal requirements for the woman by adding responsibilities for her to “submit” ([Eph. 5:22/1 Pet. 3:1 ff.](#)) to her husband. The term for this means to “order yourself under” someone else. This means that the woman chooses to place herself under the hierarchical control of her husband, in the same way volunteer soldiers choose to place themselves under the general. The text goes on to tell the wife to obey ([1 Pet. 3:1](#)) and reverence ([Eph. 5:33](#)) her husband.⁷⁷

The New Testament also accommodates the increasingly exclusive monogamy of its readers. In [1 Corinthians 7](#), Paul admonishes the wife to give her body to her husband. As we noted above, this was not required legally of the wife under the Law: if the woman withheld her body from her husband, he could simply take another wife or concubine. But when only one marriage covenant was culturally permitted, the apostle needed to “require” reciprocal giving of the body to the spouse to provide a moral alternative to fornication.⁷⁸ If we wonder why Paul does this rather than speak out in favor of the older

concession of polygamy, my response is that Paul avoided being a “controversialist”. He does not directly attack slavery, though what he required of Philemon—to treat his slave Onesimus like a Christian brother—completely undercut that unjust institution.

The mention of these apostolic “admonitions” regarding both spouses gives rise to another question: since certain conditions or vows of the marriage covenant go beyond the essentials, what is the status of those conditions that might be added to the “essentials” by apostles or by the marriage partners themselves? What if the man should vow to be monogamous or the woman vow to obey? Are such “unnecessary” conditions valid? If so, are they the sorts of conditions that, if broken, damage the covenant as much as a breach of the “canons” or essential vows of covenant would?

First, let it be said that if an apostle adds something to the essentials, we may feel confidence in including those elements in present-day vows.⁷⁹ But if we have no inspired source for the additions, only the well-intentioned ideas of the couple themselves, we are justified in suggesting caution. Such additions could be dangerous. If God had thought it wise to include other conditions, he would surely have done so himself. He is omniscient. Where he has been silent, there must be reasons. Immediately, some will retort that the Bible itself makes some noteworthy additions, such as that requiring the woman to obey her husband (e.g., [Eph. 5:22](#)) or the husband to love his wife ([Eph. 5:25](#)).

Without trying in any way to detract from the important nature of these “additions” to the Old Testament “canons of covenant,” it is a point worth pondering that such items should be understood as being similar to apostolic admonitions, binding as the words of the master to the disciple but having no intended *legal* status. If this is the case, then to have broken them would not be to have broken the covenant. But, of course, this fact is somewhat irrelevant when such additions are commonly added to the canons when the vows are publicly stated. It is one thing if an apostle admonishes a couple to do something, it is another if the couple has made the admonitions a public troth.

Moreover, when we consider the extent to which the canons can be amended, this question becomes quite thorny. Some men have vowed to “obey” their wives. Some couples have been encouraged to vow to each other that they will never use divorce as a means of settling marital problems. What is the status of such vows? If the canons are God’s minimum, the rest are human conditions. But, as Paul notes, human conditions once ratified are not to be changed or set aside ([Gal. 3:15](#)). Two alternatives present themselves: First, the additions are of equal status with the canons. On this interpretation, if when the canons are broken the covenant is understood as morally ending, the same would obtain if any other vow were broken. Thus, if the husband did not “cherish” his wife, or if she did not obey a certain command, the marriage would be morally over, just as if she had intercourse with another man.

A second way of seeing things would be to judge such additions as *not* equal to the canons. On this interpretation, if the wife does not obey her husband, she has offended the covenant, but not in a

manner that would morally end the marriage. And if the discipline for breaking a canon of covenant be divorce, the discipline for breaking an addition would not be divorce but something less. Though this second interpretation seems the more reasonable, remember that the husband's vow of monogamy fits into this category as well. This means that if he is unchaste, his wife may not divorce him, though he may divorce her for that same reason! Although this may not seem to be a totally happy interpretation, it is still likely that the second interpretation is preferable to the first, insofar as the first would seem to significantly change the canonical status of the essentials by making them equal to nonessentials.⁸⁰

Most difficult of all is the addition of a vow not to divorce. Such a vow is either unnecessary or improper. If it is saying only that the two never *intend* to end their covenant by divorce, then it is unnecessary-in the sense that all marriage covenants imply intended permanence. To say "for better or for worse" is to say the same thing. Clearly, the Bible does not support *sundering* a marriage by divorce. But what if unfaithfulness to the vows occurs during the marriage? Does *divorce* end the marriage in that case? It may end it legally, but it was the *unfaithfulness* that ended the moral obligation and sundered the organic union. Divorce then simply states publicly what has happened privately. Divorce then may be a divinely prescribed disciplinary action. If a vow not to divorce be interpreted as prohibiting divorce in such cases, then it is contrary to God's word. Shortly we will see how this vow is contrary to biblical teaching, insofar as it potentially inhibits the disciplinary action proscribed by Scripture and is contrary to the example of discipline set forth by God's action against his "bride," Israel.

Assuming for the moment that this is true, what then? Is a vow not to divorce invalid *ab initio*, or is it to be honored like the unfortunate vow Joshua made with Gibeon (a vow that should not have been made but, once made, should be kept)? One cannot be dogmatic here, but the latter does not seem likely. In the case of Gibeon, Joshua had been given a rule that was clearly understood but was applied wrongly. Those who vow not to divorce clearly do not understand the biblical mandate.

Reciprocity of Commitment

As a footnote to the study of responsibility in marriage, we may consider the question of reciprocity of the partners' responsibilities. Does the woman have an obligation to provide for her husband or, at least, to not defame him? Does he have the right to have relations with another woman? I believe that only two of the responsibilities are reciprocal: presence and no physical abuse. I do not find sufficient biblical warrant for reciprocity on the other matters. The most questionable aspect of this conclusion relates to matters of the husband's sexual fidelity. Readers interested in further argument regarding this matter should read the previous footnote above and **Appendix B**.

The Results of Covenant Keeping or Breaking

THE BLESSINGS OF KEEPING COVENANT

The third element in a covenant is results. By this is meant the results of keeping or breaking the vows or conditions. In the next chapter we will consider the results of *not* keeping the vows. At this point we will consider the results of keeping them. Specifically, what are the blessings of keeping one's marriage covenant? The first blessing of marriage is "ready" fulfillment. We are reminded that God created the woman expressly for the purpose of ending Adam's loneliness. By himself, he had no way to express himself to a peer. Though he communed with God, many of his social skills were dormant. In addition, many of his psychological needs could only be fulfilled by receiving what the woman's personality could supply. The beauty of marriage is that the marriage partner is "ready at hand." Each does not have to spend anxious moments wondering if there is someone "out there" for them. Even when friends are numerous, marriage provides the potential for the greatest quantity and quality of "time together."

Along with this social and psychological fulfillment is physical fulfillment. In contrast with such man as take their pleasure from a woman who is "common property," is the married man, who may enjoy the body of his own wife, without the worry of whether she will be too busy with others to be available to him. If a couple has taken care to cultivate an **affectionate-love** relationship, they may physically love unless their partner is unable to provide for them. If that is based on **responsible-love**, it will involve respect and not selfish lust. The bliss of sexual love is expressed in the Scriptures in the Song of Solomon.

As we have noted, this blessing is meant to be limited to marital relations. Premarital sex was considered fornication, and extramarital sex was considered adultery (unless an act of rape). Since fornication and adultery are sins, we can readily see that pleasure in the sexual act performed under those circumstances will bring no lasting joy, but only judgment, perhaps by the conscience (shame & guilt), but surely someday by God. Guilt-free sexual pleasure is a blessing of marriage.⁸¹

It should be mentioned as well that sexual expression *aside from the intention to bear children* is blessed.

As Geoffrey Bromiley has pointed out, marriage in Genesis is complete without children.⁸²

Nonetheless, children constitute the third blessing of marriage. Since with the Fall came death, human beings can experience the fulfillment of many temporal goals only by the extension of their own life in those of their children. Even in this life, the elderly often find that they need the support of their grown children. Thus, the Bible speaks accurately when it says,

Children are a gift from of the Lord;
The fruit of the womb is a reward.
Like arrows in the hand of a warrior,
So are the children of one's youth.
How blessed is the man whose quiver is full of them.

(Psalm 127:3-5a)

Since children are the product of sexual union, and since such union should only be in marriage, it may be said that children are a blessing of marriage. Until modern times a child born outside of marriage was

considered an indictment against the biological parents. Consider the implications of the slur against Jesus in [John 8:41](#).

Finally, if it can be said that children help their parents achieve temporal goals, it is sure that the same point can be made about each spouse with regard to the other. [Genesis 2](#) tells us that God made the woman to be a helper (2:18) for the man. As we have already had occasion to mention, the idea here is not of a servant but of one called to be alongside another—a partner. Without negating the role of the man as head, it may be said that the terminology here implies that they will do things as a corporate venture. That would include decision making. Though the man may be the one responsible for the ultimate decision, and though God may have gifted the male to do the sort of directive thinking required in leading a social unit, for him to fail to take advantage of the wisdom of his wife is surely folly. She adds a dimension to decision making that a man often cannot supply, a certain wholistic sensitivity, without which the decision is often cold and unloving.⁸³

All these blessings make marriage a very desirable institution, and it is little wonder that most people throughout history have taken advantage of the union. But not all who have done so have realized the blessings. For many, marriage seems like a trap. Consider the following verses, undoubtedly spoken from experience:

It is better to live in a corner of a roof than in a house shared with a contentious woman. ([Prov. 21:9](#))

He who troubles his own house will inherit wind. ([Prov. 11:29a](#))

Fortunately, the failure to find joy in marriage has not led most people to abandon marriage, to seek to obtain its joys by affairs outside of the marriage bond, or to strike out viciously against the marriage partner. Many have realized that it is far better to attempt to work out their problems honorably than to set themselves against the Witness (i.e., God) of their marriage vows. In brief, keeping the marriage vows is what enables the partners to experience the blessings of a good married life—in [Genesis 1](#) and 2, personal fulfillment and a lack of anxiety. It enables the couple to do the work that God has set before each. Of course, the couple's happiness is not assured simply because they fulfill the minimum conditions set forth. A providing husband and a faithful wife might still hamper each other in attaining personal fulfillment. Love and happiness are, however, impossible when the vows are not fulfilled. One can only say that friendship and mutual fulfillment are *possible* when these conditions are met. Romantic love is not a sufficient basis for fulfillment where the basic conditions are ignored or broken.

In [John 21](#), Jesus distinguishes between responsible-love (*agape*) and affection-love (*phileo*). The former respects its object because of the status of that object—whether or not it is returned. Masters should have it for slaves; slaves for masters. The latter is a reciprocal affection such as the between friends or even lovers. In the upper room, Jesus told His disciples that He would, from then on consider them friends, and not just slaves. But the experience of that friendship-love depended on their respecting Him. When Peter denied Christ, his friendship-love was not based upon responsible-love. That is why Jesus had to bring the lack to his attention beside the sea. Peter holds fast to *phileo* love. Jesus twice presses him for a confession of *agape* love. But even when Jesus asks him if he is truly His friend, he continues to stress that all this means that Peter must be responsible by feeding Christ's sheep/lambs.

Some doubt this interpretation of *agape* love because to make it respect due to the status of the loved seems to place it in opposition to the fact that God loves mankind with *agape* love. What sort of responsibility is due sinful man by a Holy and Infinite God? The answer is that the love that is due man (i.e., the sending of God's only Son to die for man's sin) is based upon the sovereign decision of God to create man in His own image and likeness. No other reason.

Affection without responsibility is blind. Responsibility without affection is empty. The highest kind of love in marriage is affection based on responsibility; *phileo* based on *agape*.

THE SANCTIONS AGAINST COVENANT BREAKING

The final element of a covenant is **security**. This refers to the agency that stood behind the vows to make sure that they were kept. The Bible clearly teaches that God himself is the security of all valid marriages.

[Proverbs 2:17](#) informs us that to commit adultery is not only to offend the human partner but also to break covenant with God. This is not to say that the covenant of marriage is a divine covenant in itself, as if the people of old made the marriage covenant with him, but rather that the human covenant was insured by God, who was its witness. God was the guarantor, which is to say that He will hold the partners accountable for the breach of their vows. This should strike fear in the heart of any thoughtful and believing person; the very God who was powerful enough to create the whole universe will punish lapses. It is doubtful that most who commit adultery think of this while they are sundering their marriages by their sin. Practical atheists abound at such times!⁸⁴

On the other hand, it is possible to misunderstand this whole issue of security and think that the covenant itself is "divine." When the Scripture speaks of the covenant as being a covenant with God that is simply another way of referring to God's being a witness of the human covenant. In biblical times, most, if not all, public covenants were secured by calling upon God (or the gods) as witness of the sincerity of the covenanters. One might aptly speak of all covenants as being "cultic," or religious. The religious nature of covenant is revealed by the action involved in covenant making. For example, in

[Genesis 15:18](#), the idiom *to cut* is used. The idea here is that a sacrifice accompanied the making of the covenant. The animals are *cut*. This act calls upon God to observe the agreement. A passage in Malachi makes this clear: “The Lord has been a witness between you and your wife” (2:14). It is in that regard that the covenant may be said to be a covenant “with your God” ([Prov. 2:17](#)). Marriage is a human covenant, with divine sanction.

The New Testament also speaks of such matters. Paul says, “Brethren, I speak in terms of human relations: even though [you may be speaking] of only a man’s covenant, yet when it has been ratified, no one sets it aside or adds conditions to it” ([Gal. 3:15](#)). Paul is drawing distinctions between human covenants and those made between God and human beings (i.e., the Abrahamic covenant). Human covenants regulate human relations. They are made between people; the vows are spoken by one person to another. Divine commands are spoken by God to humanity. Whatever part God may have in insuring the human covenant of marriage, marriage is still a human covenant.

This does not, of course, mean that God sanctions every marriage. In a subsequent chapter we will mention one very important kind of marriage that he does not sanction-, here, we need only enumerate unsanctioned “marriages”: incestuous ([Lev. 18](#)), homosexual ([Lev. 18](#)), and interfaith (where the believer willfully married the unbeliever in disobedience to God’s Law, [Ezra 9, 10](#)). Marriage is human and conditional.

Summary of the Essentials of the Covenant

Marriage is a conditional covenant, insured by God, wherein the husband promises to provide for the essential needs of the wife and to do nothing to seriously injure her body or stain her reputation, while the wife promises to be physically faithful to her husband and to do him no bodily harm.⁸⁵ Both pledge their presence.

The reader must be careful not to confuse the biblical idea of covenant with the prevailing laws of the nations. The prevailing laws may allow “marriages” not permitted by the biblical concept of the covenant of marriage. For example, the prevailing laws of Israel in the days of Herod Antipas permitted him to take his still-living brother’s wife. But John proclaimed that Herod’s marriage to Herodias was not lawful. John, of course, meant unlawful in terms of the biblical covenant. The same could be said of modern laws that might allow homosexual marriages. They may pass the bar of custom, but they fail at the bar of the God of the Bible.

Thus, we see three levels of relationship in marriage:

Level 1: The Legal Level

(The prevailing laws—contract)

Level 2: The Moral Level

(The biblical covenant obligations)

Level 3: The Organic Level

(The “one-flesh” union in marriage)

Throughout this book, our real concern is largely with the implications on Level 2 of the act of divorce, which takes place on Level 1. It is unbiblical activity on the Legal Level that must be brought into accord with the Biblical-Covenantal Level. Thus John tells Herod that he must put Herodias away, that is, divorce her, end the legal relationship. So, too, Ezra insists that the immoral marriages with the women of the land be ended (see chap. 4). The mere existence of level 1 does not mean that there exists a proper relationship on level 2.⁸⁶

We are not unconcerned with activity on Level 3—the level of intimacy. The existence of a Level-3 relationship may or may not entail a relationship on one of the other levels. Sometimes the existence of a relationship on Level 3 precedes one on the other levels and may or may not call for a relationship on one of those other levels to be established.

This chapter has focused upon the sorts of obligations of covenant (Level 2) that must be a part of the public agreement (Level 1) in order for the social contract to be considered biblically acceptable. Some of these obligations are reciprocal (i.e., presence, no physical abuse); some are not (i.e., provision, sexual monogamy). In any case, the continued moral obligation to fulfill one’s obligations is conditional upon the fulfillment of the spouse’s obligations. Marriage is a bilateral, not a unilateral, covenant. Understanding this, we are prepared to consider what the Law of Moses, which sets forth that covenantal relationship, had to say about the act of divorce, an action on Level 1 that speaks of a breach on Level 2. This will be the subject of the next chapter.

⁵³ A similar text is [Prov. 2:17](#). However, closer inspection of that verse reveals that the companion of her youth, which the adulterous woman is leaving, may well be God Himself, and the covenant that she has forgotten is most likely the Mosaic Law. By committing adultery, she has not only deserted her husband, but also her God. By being unfaithful, she has broken the Law, which proscribed adultery.

⁵⁴ Heth/Wenham, following E. Neufeld’s study of marriage in the Old Testament (*Ancient Hebrew Marriage Laws* [London Longman’s, Green, 1944], p 89), distinguish four “essentials” of marriage (1) intention of the parties to unite, (2) ratification by the parents, (3) ratification before public witnesses, and (4) physical consummation. Although I do not disagree about the particulars in this list, I do feel that

these authors have missed significant “essentials” By ignoring the specifics of what the marriage partners pledge to each other, these authors leave their readers with the impression that marriage is some amorphous union, a covenant without terms. The net result of such explication may be one of two undesirable conclusions. First, it could be argued that since the only “essentials” are matters of intention and social agreement, one or both of the partners might simply “opt out” of the covenant a veritable “no-fault”. Or, on the other hand, with Heth/Wenham, one might choose to believe that such a union cannot be broken because there is nothing tangible to break, though something intangible and unbreakable remains.

Heth/Wenham further this confusion by attacking the idea that marriage is essentially sexual. By analyzing several Mosaic laws, they show that marriage is not essentially sexual. I agree, but find the conclusions, and perhaps the placement, of this analysis to be confusing. It is confusing because, first, Neufeld teaches that consummation is an essential of marriage, and they agreed with him They do not show how consummation is both an essential of marriage (# 4), yet nonessential when it comes to breach How is their reader to know that this consummation does not establish a sexual bond that is “broken by infidelity” On another level, their presentation is confusing because they do not reveal to their readers that though sexual relations do not make a marriage, sexual infidelity may well be a matter of essential covenantal promise that, when breached, does in fact dissolve moral responsibility of the innocent party to continue according to the agreements of covenant (Cf *Jesus*, p 104). It seems far less confusing to focus upon essential vows. This is what I attempt to do in this chapter.

⁵⁵ Although others think that it is derived from the Akkadian *birtu*, “a fetter,” which, in turn, is derivative of the word meaning “between”. For further information on these matters, consult *TWOT*, vol 1, pp 128-30.

⁵⁶ R Killenand & J Rea, “Covenant,” *Wycliffe Bible Encyclopedia*, eds. Charles Pfeiffer. H Voss, and J. Rea (Chicago Moody, 1975), p 306.

⁵⁷ We shall return to this discussion in a later chapter, but the reader is encouraged to read the books by James Hurley, *Man and Woman in Biblical Perspective: A Study in Role Relationships and Authority* (Leicester: Inter-Varsity Press, 1981) and Susan Foh, *Women and the Word of ‘God: A Response to Biblical Feminism* (Grand Rapids: Baker, 1979).

⁵⁸ It is really better to translate the word “bride price” rather than “dowry,” as a *dowry* was given by the father of the bride to the bride as a present when she left the nuclear family, whereas a *bride price* was paid by the groom to the father of the bride. The former was managed for the bride by the groom,

whereas the latter was the possession of the bride's family. Some grooms mismanaged the dowry. Then again, some fathers, like Laban, mismanaged the bride price ([Gen. 31:15](#))

⁵⁹ It is estimated that the price came to about ten months' wages for the average Israelite. A man would have to be serious about his intentions to give such a sum.

⁶⁰ The text considers such relations between "consenting adults" *seduction* of the woman by the man.

⁶¹ This conclusion may be supported by an obscure passage in [Deut 21](#). In vv. 10-14, we read of the case of a prisoner-of-war bride. The girl has no parents to speak for her, and the turn of subsequent events makes it clear that she wants out of the "forced" marriage. The text (which we will discuss again later) seems to be saying that this marriage may (perhaps "should") be *annulled* on that basis—the woman has the right to determine to whom she will be united. I believe in view of these passages it is safe to affirm that the woman functioned as an equal partner in the *making* of the covenant.

⁶² *WBE*, s.v. "Covenants," p. 387.

⁶³ The reader is encouraged to read the highly instructive article in *MAARAV* 1/2 (1978-79): 105-58 by Steven Kaufman: "The Structure of the Deuteronomistic Law." I differ a bit with Kaufman on exactly where the division breaks occur but am convinced that, in general, his approach to the material is correct and crucial to the understanding of both Deuteronomy and the Ten Commandments. See [Appendix J](#) for a chart showing what I believe are the Biblical comments on the Ten Commandments.

⁶⁴ My former colleague at Moody, John Walton (now Old Testament Professor at Wheaton College), has made much of the distinction between vows (Heb.: *nadaf*) and oaths (Heb.: *shaba*). Vows were promises to God whereby a person pledged to give God something, either an object, a course of action, or a service. To make an oath was to bind oneself by *unbreakable* intention to do a certain action. *TWOT* (s.v. "Shaba," vol. 11, p. 900) further distinguishes an oath from a covenant. "An oath in the OT is a solemn verbal statement of or pledge that is affirmed, while the covenant is the substance of an agreement itself." Walton argues that in a marriage covenant, the person made a vow, an oath, and a covenant. The oath, he further argues, could not be broken, whereas the vow might be set aside. The implication, I suppose, is that, since an oath is involved, the man could not cease to fulfill his own oath-bound promise simply because his spouse had failed in keeping her oath.

While this may be true, the application of it to marriage is not clear. It may be asked if the marriage covenant involved an oath. I do not note a single biblical instance of such. The closest it comes would be

the use of a couple of “oath” terms in [Num. 5](#), where a suspected adulteress was expected to make an oath that she had not been unfaithful to her husband. But this is not the same thing as saying that she had originally made an *oath* to her husband that she would not be unfaithful. But even if marriage was covenanted with an oath, *TWOT* notes that others could “clear” (Heb.: *naqd*) or free a person from an oath. Abraham made such provision in his instructions to his servant when that servant sought a wife for Isaac ([Gen. 24:8](#)). According to [Num. 30](#), fathers and husbands could negate the oaths of their daughters and wives. Even more significant is the fact that the spies made a conditional oath to Rahab at Jericho. They would ensure her safety, only if she stayed inside the doors of a house marked with a red rope.

I therefore contend that it is moot whether or not the basic idea of unalterable attestation in an oath affects the subject of marriage promises. It may be that no such absoluteness was involved in the marriage covenant, or (more likely) that circumstances such as the breach of oath by the spouse could have released the innocent party. In either case, it is going beyond the evidence to argue that the verbal bond in marriage is unalterable, and, therefore, I do not think we need concern ourselves unduly with these distinctions.

⁶⁵ It may be more proper to speak of the exclusion of all other sexual relations, rather than just with other men. The only other possibilities are with animals (proscribed in [Lev. 18:23](#)) or other women (proscribed by implication in [Lev. 18:22](#) as clarified in [Rom. 1:26 f.](#)). Thus all *porneia* would be *excluded*.

⁶⁶ Even though a distinction was made between a concubine and a full wife—see my earlier discussion—the man’s responsibilities to the concubine still existed.

⁶⁷ Walter Kaiser denies that the provisions required in v. 10 are for a wife. Walter Kaiser, *Toward Old Testament Ethics* (Grand Rapids: Academic Books/Zondervan, 1983). See Appendix B for a detailed response to his position.

⁶⁸ The alternatives to this conclusion are repugnant: (1) God does not *know* about the needs of a full wife, (2) he does not *care* about the needs of a full wife, (3) he does not consider the full wife as of equal worth to the concubine (cf. [Lev. 19:20](#) for a clear statement of the opposite valuing).

⁶⁹ Indeed, it is most reasonable to presume that the free woman will have *more* rights than the slave. We have already noted above the presence of a law that enjoined greater *responsibility* upon the full wife.

Why then presume that she has **fewer** *rights* when it came to the essentials of life? See also the recent work of David Instone-Brewer, *What God has Joined*, Christianity Today, Oct. 2007. He likewise argues that Jews in Jesus' day knew of [Ex. 21:10-11](#) as teaching that every wife deserved food, clothing, and love. Though the latter is a bit weak. John Piper objects, but Brewer responds well.

70 Note that this provision is placed first in the Hebrew text.

71 Walter Kaiser, *Toward Old Testament Ethics* (Grand Rapids: Zondervan, 1983), p. 185.

72 It is interesting to note that elsewhere in his book Kaiser suggests that we follow the Septuagint, and even the reading of the Latin Vulgate, rather than the implications of the Hebrew (cf. p. 187).

73 We should remember that the loss of an eye, or even a tooth, was much more serious in antiquity than it would be today. But it should not be our aim to culturally reduce the consequences of such a malicious physical attack. Such abuse is inexcusable.

74 "Wife" is the proper translation here, even though, as noted earlier, the Hebrew word in question in could be translated "woman". In this instance, to be a man's woman was to be *his*, i.e., his wife.

75 This is supported by the verses mentioned in the earlier discussion of how premarital sex led to a required, witnessed covenant, without which no marriage was considered to exist. Even in the case of a Adam and Eve, there was a Witness, God Himself. Subsequent to that, human witnesses would have been added. First the primal parents, then other humans. Marriages were social happenings.

76 This did not mean that women slaves could not be married and carry on private lives in addition to their continued service.

77 See chap 10.

78 Cf. chap. 6.

79 This presumes the apostle saw them as being trans-culturally relevant. If not, then we should be cautious even here!

80 But I would add here that in ancient times straying was not the life-threatening action that it is in an age of STD's and AIDS. Today, male infidelity becomes a threat to the life of the wife and probably would be justified as a breach of the canons of marriage, and therefore a divorceable offense.

81 This is not to say that some acts of sexuality in marriage may not be evil. It is possible to defile the marriage bed in thought or act with practices identified in Scripture to be evil. Cf. [Heb. 13:4](#).

82 Geoffrey Bromiley, *God and Marriage* (Grand Rapids: Eerdmans/T & T Clark, 1980), p. 4.

83 For a deeper understanding of the differences between men and women, and how they complement each other, the reader is encouraged to read Arianna Stassinopoulos Huffington's *The Female Woman* (New York: Random, 1974).

84 Some will say that my view of marriage is humanistic, since it seems at first to so emphasize the social aspects of the marriage agreement. Such criticism is unfounded. Not only do I recognize such Old Testament statements, but I find them parallel to the saying of Jesus that **God** "joins" the valid partners together. I take this statement to be simply another way of making the same point about God being the witness and security of the marriage covenant.

85 To these "canons" of covenant one should add the fact, mentioned in the first chapter, that the couple commit themselves to each other on a permanent basis. This does not mean that this commitment to permanence *cannot* be broken, but that it *should not*. If one of the parties does break the vows (e.g., her sexual faithfulness), it would not be a breach of the vow-to-permanence for the offended party to divorce, for in that case, the adultery has already broken the moral bond of marriage and sundered the union.

86 Later I will argue that the breach of the covenant (level 2) by one of the parties who have a legal relationship (level 1) releases the innocent party from moral obligation to continue to fulfill his or her obligations on level 2.

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