

in an embassy sent by the king to the Scandinavian countries in 1641. The Amsterdam Jewish journal *Neiuwsblad voor Israëlitien* was published by the firm S.M. Coutinho Jr. between 1884 and 1894.

GONSALVO LOPES COUTINHO (17th century) was among the first Portuguese Jewish settlers in *Glueckstadt near Hamburg, where he established a sugar refinery, an oil mill, and a soap factory. The brothers Abendana of Hamburg were sons of Manoel Pereira Coutinho of Lisbon, five of whose daughters were nuns in a convent in that city. The family HENRIQUEZ CUTINHO was among 12 Jewish families who settled in Curaçao 16 years after the Dutch conquest in 1634. LOURENÇA COUTINHO, the mother of the poet Antonio José da *Silva, was arrested by the Inquisition in Rio de Janeiro in 1713 as a Judaizer and taken to Lisbon. She was again arrested in 1737, and subsequently died in prison.

BIBLIOGRAPHY: J.L. D'Azevedo, *Historia dos Christãos Novos Portugueses* (1921), index; J.S. da Silva Rosa, *Geschiedenis der portugeesche Joden te Amsterdam 1593–1925* (1925), 31, 145; H.I. Bloom, *Economic Activities of the Jews of Amsterdam in the 17th and 18th Centuries* (1937), index; H. Kellenbenz, *Sephardim an der unteren Elbe* (1958), index.

COVENANT, a general obligation concerning two parties. It was confirmed either by an oath (Gen. 21:22ff.; 26:26ff.; Deut. 29:9ff.; Josh. 9:15–20; II Kings 11:4; Ezek. 16:8; 17:33ff.), by a solemn meal (Gen. 26:30; 31:54; Ex. 24:11; II Sam. 2:20), by sacrifices (Ex. 24:4ff.; Ps. 50:5), or by some other dramatic act such as dividing of an animal and the passing of the parties between the portions (Gen. 15:9ff.; Jer. 34:18ff.). The etymology of the Hebrew word *berit* is uncertain. Most probably it was used in the sense of binding (cf. Akkadian *biritu*, “fetter”), since the terms for covenant in Akkadian (*riksu*) and in Hittite (*išhiul*) also signify binding. Hebrew has two additional terms for covenant, *’edut* (cf. the parallel terms *luhot ha-’edut* and *luhot ha-berit*) and *’alah*. These also have their counterparts in the cognate languages: *’dy[’]* in old Aramaic (Sefire) and *adê* in Akkadian on the one hand, and *’t* in Phoenician, *māmitu* in Akkadian, and *lingai* in Hittite on the other. *’Alah* and the corresponding terms in Akkadian and Hittite connote an oath which actually underlies the covenantal deed. The terms *berit* and *’alah* often occur together (Gen. 26:28; Deut. 29:11, 13, 20; Ezek. 16:59; 17:18), rendering the idea of a binding oath, as does the Akkadian hendiadys *adê māmit* or *adê u māmite*. For concluding a covenant the Bible uses the expression “cut (*karat*) a covenant.” The same idiom is used in Aramaic treaties in connection with *’dy’* (cf. *gzer’dy’* in the Sefire treaties) and in a Phoenician document in connection with *’t* (cf. the incantation from Arslan Tash). It is quite possible that this idiom derives from the ceremony accompanying the covenant, viz., cutting an animal. The expressions *heqim* (*heqim*) *berit* and *natan berit* should not be considered synonyms of *karat berit*, used by different sources. The first term means “to fulfill a covenant (already made)”; the second signifies “the voluntary granting of special privileges.”

Covenants are established between individuals (Gen. 21:22ff.; 31:44ff.; I Sam. 18:3; 23:18), between states or their representatives (II Sam. 3:13, 21; I Kings 5:26; 15:19; 20:34), between kings and their subjects (II Sam. 5:3; II Kings 11:4, 17), and also between husband and wife (Ezek. 16:8; Mal. 2:14; Prov. 2:17). The term is used figuratively in a covenant between men and animals (Job. 5:23; 40:28; cf. Hos. 2:20) and also a covenant with death (Isa. 28:15, 18). The covenant does not always constitute a mutual agreement; sometimes it represents a relationship in which a more powerful party makes a pact with an inferior one freely and out of good will. In this case the superior party takes the inferior under his protection, on condition that the latter remain loyal to him. The covenant of the Israelites with the *Gibeonites (Josh. 9) and the covenant requested by the people of Jabesh-Gilead (I Sam. 11:1–2) from the king of *Ammon belong to this category. That the covenant of the Israelites with the *Canaanite population was of a similar nature is shown in Deuteronomy 7:1–2: “When the Lord your God brings you to the land... and delivers them [the Canaanites] to you and you defeat them, you must doom them to destruction: do not cut a covenant with them [*lo’ tikhrot lahem berit*] and do not be gracious to them.” J. Begrich (see bibl.) observed that this type of covenant is distinguished by the form “to cut a covenant to somebody,” *karat berit le –*, in contrast with the other type of covenant which is phrased as “to cut a covenant with somebody,” *karat berit im*. Another type of covenant is that established through the mediation of a third party, especially when a covenant with the Deity is involved. Thus Moses (Ex. 24) and Joshua (Josh. 24) mediate the covenant between God and Israel. The priest *Jehoiada fulfills the same function (II Kings 11:17), when he serves as a mediator in a double covenant: that between God and king plus people on the one hand and between the king and the people on the other (apparently because the king was still a minor). Another example of this kind is mentioned in Hosea 2:20 where God is to establish a covenant between the people and the beasts of the earth, etc.

Sometimes the covenant is accompanied by an external sign or token to remind the parties of their obligations (cf. Gen. 21:30; 31:44–45; 52; Josh. 24:27, etc.). The “sign of the covenant,” *’ot berit*, is especially characteristic of the Priestly source of the Pentateuch. The *Sabbath, the *rainbow, and *circumcision are the “signs” of the three great covenants established by God at the three critical stages of the history of mankind: the *Creation (Gen. 1:1–2:3; cf. Ex. 31:16–17), the renewal of mankind after the *Flood (Gen. 9:1–17), and the beginning of the Hebrew nation. Circumcision came to be regarded in Jewish tradition as the most distinctive sign of the covenant, and is known as *berit milah* – “the covenant of circumcision.”

The Covenant between God and Israel

The covenant par excellence in the Bible is that between God and Israel. Until recently this has been considered a relatively late idea (cf. J. Wellhausen). But S. Mowinckel (*Le Décalogue*, 1927), adopting the form-critical approach and *Sitz im Leben*

method of investigation, concluded that it reflected an annual celebration involving a theophany and proclamation of the law. His arguments were based mainly on Psalms 50:5ff. and Psalms 81, where theophany is combined with covenant-making and decalogue formulas (cf. Ps. 50:7, 18–19; 81:10–11). He was followed by A. Alt (see bibl.) who argued that the so-called apodictic law had been recited at the Feast of Tabernacles at the beginning of the year of release (cf. Deut. 31:10–13) and that this periodical convocation was a solemn undertaking by the congregation which is reflected in the Sinai covenant. G. von Rad (see bibl.) inquiring into the significance of the peculiar structure of Deuteronomy – history (ch. 1–11), laws (12:1–26:15), mutual obligations (26:16–19), and blessings and curses (ch. 27–29) – suggested that this structure, and similarly that of the Sinai covenant – history (Ex. 19:4–6), law (20:1–23:19), promises and threats (3:20–23), conclusion of the covenant (24:1–11) – reflects the procedure of a covenant ceremony. This opened with a recital of history, proceeded with the proclamation of the law – accompanied by a sworn obligation – and ended with blessings and curses. Since according to Deuteronomy 27 (cf. Josh. 8:30–35) the blessings and curses had to be recited between Mounts Gerizim and Ebal, von Rad identified Shechem as the scene of the periodic covenant renewal in ancient Israel.

Although no real evidence for a covenant festival has been discovered so far, the observation made by von Rad that the literary structure of Deuteronomy and Exodus 19–24 reflects a covenantal procedure has been confirmed by subsequent investigations. It has become clear that the covenant form, as presented in these texts and especially in Deuteronomy, was in use for centuries in the ancient Near East. G. Mendenhall in 1954 found that the Hittite treaty has a structure identical with that of the biblical covenant. The basic common elements are: titular descriptions; historical introduction, which served as a motivation for the vassal's loyalty; stipulation of the treaty; a list of divine witnesses; blessings and curses; and recital of the treaty and deposit of its tablets. The Sinai covenant described in Exodus 19–24 has indeed a similar structure, although it is not completely identical. Thus, the divine address in chapter 19 opens with a historical introduction stressing the grace of God toward the people and its election (19:4–6), followed by the law (23:20–33), and finally the ratification of the covenant by means of a cultic ceremony and the recital of the covenant document (24:3–8).

Admittedly the analogy is not complete, since what is found in Exodus 19–24 is not a treaty, as in the Hittite documents, but rather a narrative about the conclusion of a covenant. Nevertheless, it is clear that the narrative is organized and arranged in line with the treaty pattern, which emerges in a much clearer fashion in Deuteronomy. This book, which is considered by its author as one organic literary creation (cf. the expression *Sefer ha-Torah ha-zeh*, “this Book of Teaching”) and represents the covenant of the plains of Moab, follows the classical pattern of treaties in the Ancient Near East. Un-

like the Sinai covenant in Exodus, which has no list of blessings and curses, Deuteronomy (like the treaties and especially those of the first millennium B.C.E.) has an elaborate series of blessings and curses and likewise provides for witnesses to the covenant, “heaven and earth” (4:26; 30:19), which are missing altogether in the first four books of the Pentateuch. Deuteronomy also makes explicit references to the deposit of the tablets of the covenant and the book of the Law in the divine Ark (10:1–5; 31:25–26). The Ark was considered in ancient Israel as the footstool of the Deity (the cherubim constituting the throne), and it was indeed at the feet of the gods that the treaty documents had to be kept according to Hittite legal tradition. As in the Hittite treaties, Deuteronomy commands the periodical recital of the Law before the public (31:9–13) and prescribes that the treaty be read before the king or by him (17:18–19).

The historical prologue in Deuteronomy (1–11) recalls to a great extent the historical prologue in Hittite state treaties. In this section the Hittite suzerain recounts the development of the relationship between him and the vassal, specifying, for example, the commitments and the promises of the overlord to the vassal's ancestors. This theme is echoed in Deuteronomy's recurring references to the promise made to the Patriarchs (4:37–38; 7:8; 9:5). The prologue also dwells on the insubordination of the vassal's ancestors and its consequences, a feature expressed in the historical introduction of Deuteronomy which deals fully with the rebelliousness of the generation of the desert. The Hittite historical prologue frequently refers to the land given to the vassal by the suzerain and its boundaries, a theme fully elaborated in Deuteronomy (3:8ff.). In a fashion similar to the Hittite sovereign, who urges the vassal to take possession of the given land, “See I gave you the Zippašla mountain land, occupy it” (Madduwataš, in: *Mitteilungen der vorderasiatisch-ägyptischen Gesellschaft* (= MVAG), 32 (1927), 17, 19, 46), God says in Deuteronomy: “I have placed the land at your disposal, go take possession of it” (1:8, 21). In this context the Hittite king warns the vassal not to trespass beyond the set boundaries. Thus for example, Muršiliš II says to Manapa-Dattaš: “Behold I have given you the Seha-river-land... but unto Mašhuluwaš I have given the land Mira... whereas unto Targašnalliš I have given the land Ḫapalla” (MVAG, 30 (1926), no. 3; MVAG, 34 (1930), no. 4:10–11). The historical prologue similarly states: “See, I place the land at your disposal” (1:21), “I have given the hill country of Seir as a possession to Esau” (2:5), “I have given Ar as a possession to the descendants of Lot” (2:9), “I have given [the land of the Ammonites] as a possession to the descendants of Lot” (2:19). The purpose of these reminders is to justify the command forbidding the trespass of the fixed borders of these nations.

Analogies have been drawn mostly from Hittite treaties as these have been preserved in fairly large numbers and in relatively good condition. However, the few treaties known from the first millennium B.C.E., i.e., the Aramaic treaty from Sefire, the treaty of Ashur-Nirâri v with Mati'el of Bit-Agushi, and the treaty of Esarhaddon with his eastern vassals, do not differ in

principle from those of the Hittites, and it seems in fact that there was a continuity in the treaty pattern for approximately 800 years. This might explain the fact that in a late book, according to the documentary hypothesis, like Deuteronomic elements are preserved which also occur in the Hittite treaties from the 14th–13th centuries B.C.E. In spite of this continuity, careful analysis reveals certain significant differences between the treaties of the second millennium and those of the first. This applies to the political treaties in the ancient Near East as well as to the theological covenants in Israel. While the Hittite treaties and similarly the Sinai covenant have a very short list of curses, those of the first millennium and the covenant in Deuteronomy have long lists. Furthermore, Deuteronomy has preserved in chapter 28 a series of curses which has an exact parallel in the Neo-Assyrian treaty Esarhaddon made with his eastern vassals regarding the coronation of his son Ashurbanipal (concluded in 672 B.C.E.). An investigation of these curses has shown that their origin is to be sought in Assyria, since their order can be explained by the hierarchy of the Assyrian pantheon while the order in Deuteronomy has no satisfactory explanation (see M. Weinfeld, *Biblica*, see bibl.). It has been supposed that a series of Assyrian treaty curses was incorporated into the section of curses in Deuteronomy, thereby making it clear that the pledge of loyalty to the Assyrian emperor had been henceforward replaced by the pledge to YHWH, a transfer which is to be understood against the background of *Josiah's liberation from Assyrian dominion. The shift of fealty, as it were, from one suzerain to another may also explain the striking similarity between the laws of sedition in Deuteronomy 13 and the warnings against sedition in the treaties of the first millennium B.C.E. and particularly in those of Esarhaddon with his vassals; compare also the Aramaic treaty of Sefire. Like the vassal treaties of Esarhaddon, Deuteronomy 13 warns against a prophet inciting rebellion and against any member of the family conspiring to break faith with the overlord. In the Aramaic treaty from Sefire there is a clause concerning a rebellious city which, like Deuteronomy 13, commands its destruction by the sword. In both sources the wording is almost identical: והן קריה הא נכה תכוה בחרב, "and if it is a city, you must strike it with a sword" in the Sefire treaty, and הכה תכה את ישובי העיר ההיא לפי חרב, "you must strike the inhabitants of this city with the sword" in Deuteronomy 13:16. Furthermore, the exhortations to keep faith with God in Deuteronomy are very close in form and style to the exhortations in the political treaties. As has been shown by W.L. Moran, the concept of "love of God" in Deuteronomy actually expresses loyalty, and it is in this sense that "love" occurs in the political documents of the Ancient Near East. The Book of Deuteronomy abounds in terms originating in the diplomatic vocabulary of the ancient Near East. Such expressions as: "to follow with the whole heart and with the whole soul," "to hearken to the voice of," "to be perfect with," "to go after," "to serve," "to fear (to revere)," "to put the words in one's heart," "not to turn right or left," etc. are found in diplomatic letters and state treaties of the second and first millennia B.C.E. and

are especially prominent in the vassal treaties of Esarhaddon, which are contemporaneous with Deuteronomy. The scene of the concluding of the Josian covenant in 11 Kings 23:1–3 and the scene of the concluding of the covenant in Deuteronomy 29:9–14 are presented in a manner which is very close to the descriptions of the treaty ceremonies in Neo-Assyrian documents. The section stipulating the perpetual validity of the covenant occurs twice, both in the Esarhaddon treaty and in the Deuteronomy covenant, before the conditions and after them. The end of chapter 29 in Deuteronomy reads: "And the generations to come... and the foreigners... will ask 'Why did the Lord do thus to this land?...?' and they will be told: 'Because they forsook the covenant of the Lord'" (21–24). The theme of self-condemnation (Deut. 29:21–24) is also encountered in the Neo-Assyrian texts in connection with a breach of a treaty. Thus the annals of Ashurbanipal state: "The people of Arabia asked one another saying: 'Why is it that such evil has befallen Arabia?' and they answered: 'Because we did not observe the valid covenant sworn to the god of Ashur'" (Rassam Cylinder, 9:68–72).

The difference between the Deuteronomy covenant, which reflects the treaty pattern of the first millennium B.C.E., and the earlier covenants reflecting the pattern of the second millennium will be appreciated if the covenant ceremonies in Genesis and Exodus are compared with that of Deuteronomy. The patriarchal covenants, secular and religious alike (Gen. 15:9 ff.; 21:22 ff.; 26:26 ff.; 31:44 ff.), and the Sinai covenant (Ex. 24:1–11) are validated by sacrifices and holy meals, similar to the covenants of the third and second millennia B.C.E. In the Deuteronomy covenant, on the other hand, as in the contemporary Assyrian and Aramaic treaty documents, it is the oath which validates the covenant and no mention is made of a sacrifice or meal (cf. especially Deut. 29:9 ff.).

The Covenant with Abraham and David

Aside from the covenant between God and Israel described in Exodus and Deuteronomy, two covenants of a different type are found in the Bible. These are the covenant with *Abraham (Gen. 15, 17) and the covenant with *David (11 Sam. 7; cf. Ps. 89), which are concerned respectively with the gift of the land and the gift of kingship and dynasty. In contradistinction to the Mosaic covenants, which are of an obligatory type, the Abrahamic-Davidic covenants belong to the promissory type. God swears to Abraham to give the land to his descendants and similarly promises to David to establish his dynasty without imposing any obligations on them. Although their loyalty to God is presupposed, it is not made a condition for God's keeping His promise. On the contrary, the Davidic promise as formulated in the vision of Nathan (11 Sam. 7) contains a clause in which the unconditional nature of the gift is explicitly stated (11 Sam. 7:13–15). By the same token, the covenant with the Patriarchs is considered as valid forever (*ad olam*). Even when Israel sins and is to be severely punished, God intervenes to help because He "will not break his covenant" (Lev. 26:43).

In the same way as the obligatory covenant in Israel is modeled on the suzerain-vassal type of treaty so the promissory covenant is modeled on the royal grant. The royal grants in the Ancient Near East as well as the covenants with Abraham and David are gifts bestowed upon individuals who distinguished themselves in loyal service to their masters. Abraham is promised the land because he obeyed God and followed His mandate (Gen. 26:5; cf. 22:16–18), and similarly David is rewarded with dynastic posterity because he served God with truth, righteousness, and loyalty (1 Kings 3:6; 9:4; 11:4, 6; 14:8; 15:3). The terminology employed in this context is very close to that used in the Assyrian grants. Thus the grant of Ashurbanipal to his servant reads: “Balta... whose heart is whole to his master, stood before me with truthfulness, walked in perfection in my palace... and kept the charge of my kingship... I considered his good relations with me and established [therefore] his gi[ft].” Identical formulations are to be found in connection with the promises to Abraham and David. With regard to Abraham it is said that “he kept my charge” (Gen. 26:5), “walked before God” (24:40; 48:15), and is expected “to be perfect” (17:1). David’s loyalty to God is couched in phrases which are even closer to the Assyrian grant terminology: “he walked before the Lord in truth, loyalty, and uprightness of heart” (1 Kings 3:6), “followed the Lord with all his heart” (1 Kings 14:8), etc. Land and “house” (i.e., dynasty), the subjects of the Abrahamic and Davidic covenants, are the most prominent gifts of the suzerain in the Hittite and Syro-Palestine examples; like the Hittite grants, the grant of land to Abraham and “house” to David are unconditional. Thus, the Hittite king says to his vassal: “After you, your son and grandson will possess it, nobody will take it away from them; if one of your descendants sins, the king will prosecute him... but nobody will take away either his house or his land in order to give it to a descendant of somebody else.” The promises to Abraham and David, which were originally unconditional, were understood as conditional only at a later stage of Israelite history. The exile of northern Israel appeared to refute the claim to eternity of the Abrahamic covenant, and therefore it was stressed that the covenant is eternal only if the donee keeps faith with the donor. A similar interpretation is given to the Davidic covenant in the Books of Kings (1 Kings 2:4; 8:25; 9:4–5).

Covenant Theology

Long before the parallel between the Israelite covenant and the Ancient Near Eastern treaty had been brought to light, W. Eichrodt recognized the importance of the covenant idea in the religion of Israel, seeing in the Sinai covenant a point of departure for understanding Israel’s religion. Eichrodt explains that basic phenomena like the kingship of God, revelation, the liberation from myth, the personal attitude to God, etc. are to be explained against the background of the covenant. The discovery of the treaty pattern in the Ancient Near East strengthened this hypothesis, new developments in covenant research throwing light on the idea of the kingship of God. It now becomes clear that God as King of Israel is not an idea born dur-

ing the period of the monarchy, as scholars used to think, but, on the contrary, is one of the most genuine and most ancient doctrines of Israel. In the period of the judges the tribes resisted kingship because of the prevailing belief that God was the real King of Israel and that the proclamation of an earthly king would constitute a betrayal. This is clearly expressed in Gideon’s reply to the people’s offer of kingship (Judg. 8:22–23), but is even more salient in Samuel’s denunciation of the request for a king (1 Sam. 8:6–7; 10:18ff.; 12:17). Earthly kingship in Israel was finally accepted, but this was the outcome of a compromise: David’s kingship was conceived as granted to him by the Great Suzerain (1 Sam. 7, see above). The king and the people alike were thus considered as vassals of God, the real Overlord (1 Sam. 12:14, 24–25; 11 Kings 11:17).

It seems that this suzerain-vassal outlook has its roots in the political actuality of the period of the judges. As is well known, Syria-Palestine of the second half of the second millennium B.C.E. was dominated by two great political powers, the Egyptian and the Hittite empires, in turn. Either the king of Egypt or the king of the Hittites was overlord of the petty kingdoms in the area. The lands and the kingdoms of the latter were conceived as feudal grants bestowed on them by the great suzerain, in exchange for the obligation of loyalty to the master. Israel’s concept of its relationship with God had a similar basis. The Israelites believed that they owed their land and royal dynasty to their suzerain, God. Furthermore, as the relationship between the suzerain and the vassal has to be based on a written document, i.e., a treaty, so the relationship between God and Israel had to be expressed in written form. It is not surprising, therefore, that the tablets of the covenant played so important a role in the religion of Israel. As already noted, the tablets had to be deposited in the sanctuary at the feet of the deity, a procedure known from the Hittite treaties. Moreover, it appears that, as in the judicial sphere, the written document expresses the validity of the given relationship. When the covenant is no longer in force the document must be destroyed. Thus the worship of the golden calf, which signifies the breaking of the covenant, is followed by the breaking of the tablets by Moses, the mediator of the covenant (Ex. 32). Indeed, the term for canceling a contract in Babylonian legal literature is “to break the tablet” (*tuppam hepū*). Following the judicial pattern, the renewal of the relationship must be effected by writing new tablets, which explains why new ones had to be written after the sin of the golden calf, and why the ritual decalogue was repeated in Exodus 34:17–26 (cf. Ex. 23:10–19). Renewal of a covenant with a vassal – after a break in the relationship – by means of writing new tablets is an attested fact in Hittite political life.

The Covenant in Prophecy

This new examination of the covenant elucidates basic phenomena in Israel’s prophetic literature. The admonitory speeches of the prophets are often formulated in the style of a lawsuit (Isa. 1:2ff.; Jer. 2:4ff.; Hos. 4:1ff.; Micah 6:1ff.). God sues the people of Israel in the presence of witnesses such as

heaven and earth, and mountains (Isa. 1:2; Micah 6:1–2), witnesses which also appear in the Ancient Near Eastern treaties and in the Deuteronomy covenant. International strife in the Ancient Near East provides parallels to prophetic denunciations; for example, before going out to battle with the Babylonian king Kaštiliaš, the Assyrian king accuses the latter of betrayal and violation of the treaty between them, and as proof he reads the treaty in a loud voice before the god Šamaš. In a similar way the prophetic lawsuit represents God's accusation of Israel before He proceeds to destroy the people for violating the covenant. This is clearly expressed in Amos 4:6–11, where a series of punishments, similar to those enumerated in Leviticus 26, is proclaimed, in the nature of a warning, before the final judgment or encounter (cf. Amos 4:12: "Be ready to meet your God, O Israel"). The warnings in Israelite prophecy are reminiscent of the curses in the Ancient Near Eastern treaties. Thus the calamities predicted in the prose sermons of Jeremiah are paralleled in contemporary treaty literature. The most prominent curses are (1) corpses devoured by the birds of heaven and the beasts of the earth; (2) cessation of joyful sounds; (3) exile; (4) desolation of the land and its becoming a habitation for animals; (5) dishonoring of the dead; (6) children being eaten by their parents; (7) the drinking of poisonous water and the eating of wormwood; and (8) cessation of the sound of the millstones and the light of the oven (or the candle). The treaty curses aim to portray the calamities that will befall the vassal as a consequence of his violation of the treaty. This is usually expressed through literary similes and also by a dramatic enactment of the punishment which will be visited on the transgressor. Both devices were in fact employed by the prophets. In the prophetic literature also the similes are drawn from various spheres of life, as for example Amos 2:3; 3:12; 5:19; 9:9. The dramatization of the punishment is also very close in form and content to the dramatic enactment in the treaties; compare, for example, the Sefire treaty, "As this calf is cleft so may Matī'el and his nobles be cleft," which is reminiscent of Jeremiah 20:2–4; 34:18 – "I will make the men who have transgressed my covenant... [like] the calf which they cut in two and passed between its parts."

The Origin of the Covenant

The idea of a covenant between a deity and a people is unknown from other religions and cultures. It seems that the covenantal idea was a special feature of the religion of Israel, the only one to demand exclusive loyalty and preclude the possibility of dual or multiple loyalties; so the stipulation in political treaties demanding exclusive fealty to one king corresponds strikingly with the religious belief in one single, exclusive deity.

The prophets, especially *Hosea, Jeremiah, and Ezekiel, expressed this idea of exclusive loyalty by speaking of the relationship between God and Israel as one of husband and wife, which in itself is also considered covenantal (cf. above and especially Ezek. 16:8). Although the idea of marital love between God and Israel is not mentioned explicitly in the Pentateuch,

it seems to be present in a latent form. Following other gods is threatened by the statement: "For I the Lord your God am a jealous God" (Ex. 20:5; Deut. 5:9; cf. Ex. 34:14; Josh. 24:19). The root (𐤍𐤏𐤔, *qn*, "jealous") is in fact used in Numbers 5:14 in the technical sense of a husband who is jealous of his wife. Similarly the verb used in the Pentateuch for disloyalty is *zannah* 'aharei, "to whore after." Furthermore, the formula expressing the covenantal relationship between God and Israel, "you will be my people and I will be your God" (Lev. 26:12; Deut. 29:12, etc.), is a legal formula taken from the sphere of marriage, as attested in various legal documents from the Ancient Near East (cf. Hos. 2:4). The relationship of the vassal to his suzerain or of the wife to her husband leaves no place for double loyalty, and they are therefore perfect metaphors for loyalty in a monotheistic religion.

The concept of the kingship of God in Israel also seems to have contributed to the conception of Israel as the vassal of God. It is true that the idea of the kingship of God was prevalent throughout the Ancient Near East; nevertheless, there is an important difference between the Israelite notion of divine kingship and the corresponding belief of other nations. Israel adopted the idea long before establishing the human institution of kingship. Consequently, for hundreds of years the only kingship recognized and institutionalized in Israel was the kingship of God. During the period of the judges יחנני was actually the King of Israel (cf. Judg. 8:23; 1 Sam. 8:7; 10:19) and was not, as in other religions of the Ancient Near East, the image of the earthly king.

BIBLIOGRAPHY: TREATY TEXTS: J.A. Fitzmeyer, *The Aramaic Inscription of Sefire* (1967); E. Cavaignac, in: *Revue hittite et asiatique*, 10 (1933), 65ff.; J. Friedrich, in: *Mitteilungen der vorderasiatisch-ägyptischen Gesellschaft*, 31 pt. 1 (1926); 34 pt. 1 (1930); A. Goetze, *ibid.*, 32 pt. 1 (1927); E. Ebeling, in: *Mitteilungen der altorientalischen Gesellschaft*, 12 pt. 2 (1938); C.F. Jean, in: *Archives Royales de Mari*, 2 (1950), no. 37; L.W. King, *Babylonian Boundary Stones and Memorial Tablets in the British Museum* (1912); J. Koehler and A. Ungnad, *Assyrische Rechtsurkunden...* (1913); M. Streck, *Assurbanipal und die letzten assyrischen Könige bis zum Untergange Ninevhs*, 2 (1916); F. Thureau-Dangin, *Die sumerischen und akkadischen Königsinschriften* (1907); E.F. Weidner, *Politische Dokumente aus Kleinasien, die Staatsverträge in akkadischer Sprache aus dem Archiv von Boghazköi* (1923); D.J. Wiseman, *The Vassal-Treaties of Esarhaddon* (1958 = *Iraq*, 20, pt. 1); idem, *The Alalakh Tablets* (1953); idem, in: *Journal of Cuneiform Studies*, 12 (1958), 124ff. **STUDIES:** Alt, *KI Schr.*, 1 (1953), 278ff.; K. Baltzer, *Das Bundesformular* (1960); J. Begrich, in: *ZAW*, 60 (1944), 1–11; E. Bickerman, in: *Archives d'histoire du droit oriental*, 5 (1950), 133ff.; W. Eichrodt, *Theology of the Old Testament*, 1 (1964); F.C. Fensham, in: *ZAW*, 74 (1962), 1–9; R. Frankena, in: *OTS*, 14 (1965), 122–54; I.J. Gelb, in: *BOR*, 19 (1962), 159–62; J. Harvey, in: *Biblica*, 43 (1962), 172ff. (Fr.); D.R. Hillers, *Treaty-Curses and the Old Testament Prophets* (1964); H.B. Huffmon, in: *JBL*, 78 (1959), 285ff.; V. Korošec, *Hethitische Staatsverträge...* (1931); D.J. McCarthy, *Treaty and Covenant* (1963); G. Mendenhall, in: *BA*, 17 (1954), 50ff.; W.L. Moran, in: *CBQ*, 25 (1963), 77–87; S. Mowinckel, *Le Décalogue* (1927); J.M. Munn-Rankin, in: *Iraq*, 18 (1956), 68ff. (Eng.); G. von Rad, *The Problem of the Hexateuch and Other Essays* (1966); M. Weinfeld, in: *Biblica*, 46 (1965), 417–27 (Eng.); idem, in: *JAOS*, 89 (1969).

[Moshe Weinfeld]