

## 22. The Sinai Covenant

### Exod 19

*It gave the terms of engagement between Yahweh and his people, but it was open-ended, and was soon much expanded.*

A covenant may be simply imposed. “I brought you out of Egypt,” says Yahweh, in effect, “and so you owe me.” This is more or less the case with the first of these Covenants, the one at Sinai.

Reading along in Exodus, and resuming the overland route which was interrupted by the story of Pharaoh’s Chariots (Exod 14-15, §20), we had the Episode of the Quails (Exod 16), and the Battle with Amalek (won by Moses and his magic rod, Exod 17), and the creation of a legal system, complete with lower courts, on the advice of Jethro (Exod 18). We now reach the climax:

**Exod 19:1.** In the third month after the children of Israel were gone forth out of the land of Egypt, the same day came they into the wilderness of Sinai. [2] and when they were departed from Rephidim,<sup>1</sup> and were come to the wilderness of Sinai, they encamped in the wilderness, and there Israel encamped before the mount. [3] And Moses went up unto God, and Yahweh called unto him out of the mountain, saying, Thus shalt thou say to the house of Jacob, and tell the children of Israel: [4] Ye have seen what I did unto the Egyptians, and how I bare you on eagles’ wings, and brought you unto myself. [5] Now therefore, if ye will obey my voice indeed, and keep my covenant, then ye shall be mine own possession from among all peoples: for all the earth is mine; [6] and ye shall be unto me a kingdom of priests, and a holy nation. These are the words which thou shalt speak unto the children of Israel.

[7] And Moses came and called for the elders of the people, and set before them all these words which Yahweh commanded him. [8] And all the people answered together, and said, All that Yahweh hath spoken, we will do.

From that moment, a covenant is in being. One party offers an arrangement (“if ye will obey”), and the other (or their legal representatives; here, the elders) accepts it. These are the terms of engagement between Yahweh and the people.

But commerce has been developing, in this period, and with it, increasing sophistication about what constitutes a valid contract. Someone, at some time, realized this that this “covenant” contract was open-ended, and thus not valid.

So the contract needed to be revised. But in which details? First, the people should be substituted for their representatives (the elders) and Yahweh himself must be directly present; only the principals to a contract may make a contract. Second, the new contract will pick up on the idea of “holy” – only one who is sacrificially pure can approach a god, for a contract or for any other purpose.

<sup>1</sup>Location disputed; mentioned at Exod 17:2, where there was no water, and Moses produced water from the rock, and at Exod 17:8, as the site of the battle with Amalek.

This is how the revising of the contract was prepared for:

**Exod 19:9.** And Yahweh said unto Moses, Lo, I come unto thee in a thick cloud, that the people may hear when I speak with thee, and may also believe thee for ever. And Moses told the words of the people unto Yahweh. [10] And Yahweh said unto Moses, Go unto the people, and sanctify them today and tomorrow, and let them wash their garments. [11] And be ready against the third day, for the third day Yahweh will come down in the sight of all the people upon mount Sinai. . . . [14] And Moses went down from the mount unto the people, and sanctified the people; and they washed their garments. [15] And he said unto the people, Be ready against the third day; come not near a woman.

“Coming not near a woman,” at least for the days immediately preceding the ceremony, is part of being “holy;” sufficiently pure for the purpose in question. A similar requirement applied to those going to war; Biblical war is also holy.

All is now ready for the formal revising of the covenant. But it turns out that coming up the mountain is too dangerous for the people, and again Moses is the intermediary. So the revision never happens. At least the legal proprieties of contract have been acknowledged, though they are not fulfilled.

But even with those improvements, the contract would still be open-ended. What exactly is involved in “if ye will obey my voice indeed?” It gives Yahweh the liberty to make any demand he cares to, leaving the other party unprotected. To list everything that Yahweh is entitled to demand would require a lawcode.<sup>2</sup> In the next stage in this legal evolution, in the next incident in the Exodus story, a lawcode is exactly what we get.

Not in the Decalogue, Exod 20, which is a later addition to Exodus (§24),<sup>3</sup> but in what is called the Covenant Code, Exod 21-23 (§23).



The Sinai Covenant defined the terms of engagement between Yahweh and his people; largely a vertical matter. As we follow the evolution of Biblical law, we will find ourselves increasingly in the presence of something more lateral – the terms of engagement *between people and other people*.

This, it will turn out, is largely the legacy of Canaan.

<sup>2</sup>Law has sometimes been seen as intrinsically oppressive, but this is not the case. Law also protects those to whom it applies. Law brings *justice*, a benefit which no Ancient near Eastern king hesitates to claim on the inscription which he sets up for his people to read. Here is Hammurabi: “. . . at that time the gods Anu and Enlil, for the enhancement of the well-being of the people, named me by my name: Hammurabi, the pious prince, who venerates the gods, to make justice prevail in the land, to abolish the wicked and the evil, to prevent the strong from oppressing the weak, to rise like the sun-god Shamash over all humankind, to illuminate the land” (Roth [1995] 76-77).

<sup>3</sup>It has been assumed by not a few that the Sinai Covenant is in fact the Decalogue. This is to compress several stages of legal history into one. In this group of chapters, we are taking the process one step at a time.