ON MAKING AND BREAKING COVENANTS

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It is customary, when discussing marriage, divorce and remarriage from a Christian perspective, to observe that the Bible describes marriage as a covenant. Rarely is that insight developed by probing the unique character of covenant as represented within the Scripture and by applying those perspectives to the marital relationship.

This article explores the relevance and implications of the acts of covenant making and covenant breaking on the Biblical view of marriage, divorce and remarriage. Even more specifically, it investigates whether, and if so, under what circumstances, a covenant can be abrogated, rendered void or annulled. I am distinguishing between violating a covenant and annulling a covenant. That distinction is at the heart of this discussion on covenant making and breaking.

Explicit Scriptural Teaching

No single Scripture expressly develops the covenantal nature of marriage. Two passages, however, explicitly state that marriage is a covenant. Elsewhere the covenantal character of marriage is described through metaphor or analogy with the Yahweh/Israel or Christ/Church relationship.

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Proverbs 2:17

Proverbs personifies both Lady Wisdom and Dame Foolishness. Foolishness is frequently depicted as a seductive, married woman. "Fooling" with another person's wife is dangerous; it is doubly dangerous if she is a foreign woman (nokriyah, 2:16b). The text has a two-fold reference. Living by alien wisdom amounts to forsaking Yahweh, the husband of Israel's youth (v.17a; cf. Ezek. 16; Hosea 2). In so doing, Israel is forgetting the covenant made with her God at Sinai (v. 17b).

The second reference in this verse is to marriage itself. Wisdom leads one away from destructive interpersonal relationships. Consorting with an adulteress creates a formula for moral failure. The woman in question is one who has left her first marriage partner, the intimate friend and beloved companion ('alup) of her youth. Though this was the husband of the marriage arranged by the parents, the designation of the husband as her 'alup indicates that their relationship was characterized by intimacy, love, and strong bonding (cf. Ps. 55:14; Prov. 16:28; 17:9; Jer. 13:21).

The adulteress's desertion of her husband is described as "forgetting the covenant of her God," implying either that violating her marriage relationship was a violation of her relationship to God as contained in the Sinaitic covenant, or, more likely, that in the marriage covenant ceremony God was called upon as a witness and a guarantor. The adulteress has forgotten that God is acting as the enforcer of her marriage vows. The marriage involved three parties: husband, wife, and God. The ultimate immorality in her acts consisted in her violating the oath or promise made before God who calls people to account for all such covenant promises.

Malachi 2:10-16

Malachi ministers to a people characterized by general religious apathy and defection from the law of Moses (Ezra 10; Neh. 13), particularly regarding the offerings and sacrifices. Furthermore, the priests and Levites had sinned by marrying "foreign" women who were rearing their children as devotees of their foreign gods.

The book of Malachi addresses the reasons for the felt absence of God in Israel's life and worship. In chapter one, Malachi identifies the first cause for the absence of God as the
people's disdain for the Lord: they have brought injured, crippled, or diseased animals as offerings, and so have shown contempt for the Lord's means of forgiveness and fellowship.

In chapter two, the prophet turns against the priests (2:1-9) for violating the covenant of Levi by failing to provide moral guidance. The prophet also scores the people for their injustices against one another (2:17-3:5). Finally, the whole nation is accused of robbing God (3:6-18) by withholding part of the tithe.

The verses which touch on marriage (2:10-16), are set, therefore, in the context of numerous serious covenant violations. Two kinds of faith-breaking, covenant-violating acts are in focus. First, Judah is scored for "marrying the daughter of a foreign god" (2:11). This means either, that the leader of the community, possibly the religious head (cf. Neh. 13), has married a foreign woman, a worshipper of a foreign deity, or it refers collectively to the men of Judah who have contracted mixed-faith marriages. Those who witness such marriage(s) without objecting on religious grounds share the guilt (v. 12) with those who contract such marriages. The reference to desecrating the sanctuary through such marriages (v. 11), then, refers either to the temple service of the defiled priest or to defilement brought about when Israelite men who had married pagan women claimed by their sacrifices to be right with God.

The second kind of faith-breaking is divorce, "I hate divorce" says the Lord (2:16). God has withdrawn his blessings because his people have violated the covenant with their original marriage partner (haberet). They entered into a covenant relationship (berit) to which God was a witness. The marriage in question is the initial — the arranged — marriage. It was not uncommon for the husband to take a second wife when he was financially able to do so. This was more likely if the first marriage did not "gel" into a warm, caring relationship or if there were no children by the first marriage. If the man was not overly concerned about observing the spirit and instruction of Yahweh's law, he might simply divorce his first wife and marry another woman of his choice (the "loved" wife). The law, however, explicitly forbade the dismissal of the "hated" wife (Deut. 22:13-19; cf. Ex. 21:7-11). The men of Judah had played fast and loose with their marriage vows. For this sin God was withdrawing his material blessings.
Just as the people of God are one because they have a common Father and Creator (v. 10), so also husband and wife are one because they have been united in the marriage covenant. That unity was designed to join them in body and spirit for the purpose of bringing into being godly offspring, a purpose that will not be achieved through multiple partners. Furthermore, coitus alone does not fulfill the divine objective; complete unity requires a covenantal commitment and that unique relationship must be carefully preserved and nurtured (v. 15). The marriage relationship, then, transcends all other human friendship pacts. It alone constitutes two people as “one flesh.”

The text of verse 16 is notoriously difficult, and possibly corrupted in scribal transmission. I agree with Kaiser that the statement stands: God hates divorce (76-77).

In spite of this strong statement against divorce, the Biblical record suggests that some circumstances may warrant divorce as the lesser of two evils. The “divorce text” of Deuteronomy 24:1-4 does not make that point explicitly. Rather than prohibiting divorce, it assumes the practice of divorce without defining when it is permissible. It does, however, define at least one set of conditions under which remarriage is not permitted.

There is ample evidence in the Old Testament that divorce was a not-uncommon practice. For example, a priest was not to marry a divorced woman (Lev. 21:7,14; Ezek. 44:22). Numbers 30:9 makes a divorced (and now single) woman responsible to fulfill the vows and oaths she has made. See also Lev. 22:13; Deut. 22:19,29. The texts in Ezra (10:1-4,11-17,44) and Nehemiah (13:23-28) imply that Ezra and Nehemiah acted morally in calling for the men of Judah to divorce their wives who came from prohibited nations. While these laws and examples do not teach the legitimate occasions for divorce, they assume its existence in Israelite society.

Furthermore, God speaks of himself as divorcing adulterous Israel (Jer. 3:8; Isa. 50:1; cf. Hosea 2:2). Israel’s persistent adultery has left Yahweh no choice. The nation has refused to hear; they have rejected all God’s overtures for reconciliation. Only exile — the removal of the covenant blessings — may restore Israel to her right mind. Luck concludes from these references to God’s divorce of Israel, that divorce becomes a legitimate substitute for the death penalty which the legisla-
tion prescribes for an adulterer or adulteress (see Lev. 20:10; Deut. 22:22-27) (68-85). He also concludes that if and when divorce occurs as a remedial act to restore an adulterous partner, it is permissible. Since marriage is a bilateral agreement, he argues, adultery technically ends the marriage covenant. Reconciliation (renewal of vows) or divorce should follow (66-67, 84-85). It is my contention that Luck has falsely equated "breaking" and "annulling" a covenant and has misunderstood the indestructible character of a Biblical covenant. We turn now to that issue and to the objections which might be raised against the view of the marriage covenant as persisting in spite of adultery and divorce.

**Until Death Do Us Part**

A covenant is "a formal agreement, freely entered and concretely symbolized, by which two parties (or their representatives) declare their perpetual allegiance to one another in a loving relationship, usually in the presence of witnesses who act as guarantors of their oaths or promises." The part of the definition of covenant which is here examined and being tested is its perpetual character.

The Bible nowhere contains a full description of the marriage vows and ceremony. Consequently we can arrive at conclusions regarding its nature only inferentially. Yet, inasmuch as we have a significant number of *human to human* covenants, these throw light on the duration of the marriage covenant. We concentrate, then on covenants between people, and predominantly between equals, since these give us the best basis of comparison with the marriage covenant. Five primary texts bear upon the subject.

**Gibeonite Covenant**

When Israel entered Palestine, destroying the cities of Jericho and Ai, the Gibeonites decided to ensure their survival through submission (Josh. 9). By means of a ruse, they tricked Israel into enacting a covenant of peace with them. The terms of the covenant were that Israel would not destroy them. From the event described, it would appear that the treaty (the political name for a covenant) also included a mutual defense clause (10:4).

When it was discovered that the Gibeonites had tricked
Israel into making the covenant agreement, “the Israelites did not attack them because the leaders of the assembly had sworn an oath to them by the Lord, the God of Israel” (Josh. 9:18). If ever a covenant should be capable of being annulled, it should be such a one which was won by the Gibeonites under such pretenses. Surely, if there were any loophole, such as the fact that the covenant here does not actually contain the words “for ever,” the Israelites would have seized on the letter of the agreement to cancel their covenant (cf. vv. 22-27).

This text would point to covenant as significantly different from a contract. A contract is rendered null and void by misrepresentation. A covenant, because of its relational character, and because it is inherently perpetual, and because it is made under oath before God, cannot be annulled even though it results in disadvantages to the one(s) making the covenant.

David and Jonathan

The covenants between David and Jonathan (1 Sam. 18:1-4; 20:1-17, 41-42; 23:15-18) are equally instructive as to the nature of such human agreements. The repetitions in their covenant-making illustrate the fact that the Biblical language does not distinguish between the initial act of covenant-making and the reaffirmation of that covenant, either as a renewal due to intervening failure or as a recommitment to the continuing character of that relationship.

In the case of David and Jonathan, the terms of the second covenant-making ceremony were different than the first. The initial covenant was offered by Jonathan as an expression of his deep affection for David (18:3). Jonathan gave David his robe, tunic, sword, bow, and belt as symbols of the covenant. This commitment on Jonathan’s part bonded him more closely to David than the social and cultural family ties linked him to his own father (cf. 1 Sam. 20). Covenant transcends blood ties.

The original covenant between Jonathan and David applied only to them. The second covenant-making text (20:1-17, 41-42) reaffirmed the original terms and then extended those terms to include Jonathan’s descendants: “And do not ever cut off your kindness from my family — not even when the Lord has cut off every one of David’s enemies from the face of the earth” (v. 15). At the conclusion of this covenant renewal the language of perpetuity is explicitly invoked:
“Go in peace, for we have sworn friendship with each other in the name of the Lord, saying, ‘The Lord is witness between you and me, and between your descendants and my descendants forever’” (v. 42).

The final covenancing event between the two friends takes place while Saul is pursuing David in the Judean desert (1 Sam. 23:15-17). Jonathan seeks out his friend to give him moral and spiritual support (v. 16). He also acknowledges that he knows that David will assume the monarchy and he himself will be reduced to a supporting role. At this critical juncture in their lives, these two friends renew their commitments to one another. The two covenant renewals represent a deepening of their relationship, a reminder that the commitments remain firm, and an affirmation of loyalty under new and possibly threatening circumstances. They do not imply that an earlier covenant has been broken, as Luck would have us believe.

**Jehoiachin and Nebuchadnezzar**

A third text which contributes direct evidence to the perpetuity of human covenants is Ezekiel 17. The king of Babylon had advanced against Judah, taken Jerusalem, and carried off her king and nobles into Babylonian captivity (vv. 11-12). Nebuchadnezzar set up a puppet government and made a treaty with his appointee, King Jehoiachin. Jehoiachin proceeded to break the covenant with Nebuchadnezzar by conspiring with the Egyptians. Consequently Yahweh announces the judgment,

> He despised the oath by breaking the covenant. Because he had given his hand in pledge and yet did all these things, he shall not escape.

> Therefore ... As surely as I live, I will bring down on his head my oath that he despised and my covenant that he broke. I will ... bring him back to Babylon and execute judgment upon him there because he was unfaithful to me. (Ezek. 17:18-21)

Since the covenant was made under oath, invoking God as guarantor, any violation (*parar*, ‘to break’) represents unfaithfulness to the Lord. So violation does not mean an end to the covenant. Instead it introduces the corrective judgments of God. The covenant remains intact until all of the curses have been visited on the covenant-breaker, resulting in that party's death.
Marriage

In Romans 7:1-3 Paul argues for the life-long duration of the law. The argument is based on the parallel between the Sinaitic covenant and the marriage covenant. He states explicitly that,

a married woman is bound to her husband as long as he is alive, but if her husband dies, she is released from the law of marriage. So then, if she marries another man while her husband is still alive, she is called an adulteress...

According to Paul, only death of one of the partners ends the marriage covenant. The condition, "if she marries another while her husband is still alive," assumes an intervening divorce. So divorce does not end the marriage covenant. Remarriage after divorce, while the first spouse is still alive, constitutes adultery.

Human Covenants

Finally, in Galatians 3:15-18 Paul argues for the persistence of the Abrahamic covenant by using the established principle drawn from human covenants: "No one can annul or add conditions to a (merely) human covenant." The implication is that substantive alterations or annulment are impossible. Similarly, the Abrahamic covenant is not cancelled by the creation of the Sinaitic covenant because the Sinaitic covenant is subordinate to the Abrahamic covenant and consistent with it. If it is true that Jesus also views marriage as a covenant, then his words, "What God has joined together, let no one sever," not only mean that no one should sever them, but, according to Galatians 3:15, they imply that humans cannot annul the covenant of marriage instituted by God.

The evidence of both testaments is that human covenants, one of which is the marriage covenant, end only with the death of one of the covenant partners. The burden of proof for the conditional nature of the marriage covenant lies with those who would argue that some human act can bring that covenant to an end.

Until Divorce Do Us Part?

The texts identified above have pointed out the perpetuity of human covenants, one form of which is the marriage covenant.
A covenant defines a relationship. Apart from the examples of Joshua 9 (Israel and the Gibeonites) and Ezekiel 17 (Jehoiachin and Nebuchadnezzar), there is no Biblical evidence of what happens when human covenants are violated. There is, however, ample indication of the consequences of violating the covenant God made with Israel. Violations will occur, inasmuch as humans are fallible. Faithfulness to the covenant Lord brings blessings (e.g., Deut. 28:1-14); disloyalty invites the judgments of God (e.g., Deut. 28:15-68). The blessings as well as the judgments belong to the covenant itself. That is, acts of blessing and punishment are indications that the covenant is still in force. Such acts of judgment are restorative in nature. They are God's way of returning his people to the intended blessings. Leviticus 26 makes this clear:

But if you will not listen to me ... and you fail to carry out my commands and so violate my covenant, then I will do this to you ... And if after all this you will not listen to me ... And if in spite of these things ... then I will ... (vv. 14-39).

Confession of sins, Leviticus teaches, will result in restoration, though the nation must “pay for their sins.” God assures them,

... I will not reject or abhor them so as to destroy them completely, breaking my covenant with them. I am the Lord their God. But for their sake I will remember the covenant with their ancestors whom I brought out of Egypt ... (28:44-45).

Inasmuch as violating a covenant with others attracts God's reproving and restoring acts, those very corrective acts are evidence that the Lord still regards the covenant as in force. Only Israel's death would bring the covenant to an end. To this position — covenants terminated only through death — several objections are routinely advanced.

First Objection:

Repeatedly, the Old Testament cites God or people as saying, “You/Israel have broken (parar) the/my covenant.” One could argue that the term parar suggests that the covenant has come to an end. Does “to break” not mean to annul or make invalid? In this connection, two lines of evidence have been adduced in support of the concept that a covenant can be terminated.

First, Numbers 30 indicates that a girl's father or a married
woman's husband has the right to break *(parar)* the woman's vow if he regards it as rashly made or destructive (vv. 8, 12-15). But the husband/father must break the vow or oath the day he hears of it, else it is declared binding on her. Surely that represents an annulment!

But note, the vow appears to have been violated rather than annulled. The text indicates that if the father/husband breaks the woman's oath or vow, “the Lord will forgive *(salach)* her.” The word *salach* is used in the Old Testament in connection with the forgiveness of guilt or sin. Therefore, this passage favors the idea that “Break” *(parar)* does not render the vow non-existent, but rather causes the penalties to be invoked. That vow remains in effect until the penalties are completed. This legislation concludes with the comment that if the man “breaks” the vow some time after he hears about it, “then he is responsible for her guilt” (v. 15). The husband's act of breaking *(parar)* the vow exonerates the woman, even though forgiveness is necessary.

Secondly, it is argued, God is occasionally associated with the idea of breaking *(parar)* the covenant. Surely, he would not “violate” it; he would bring it to an end. Therefore, *(parar)* should be understood as bringing a covenant to an end.

But the texts cited in this connection (Lev. 26:44, Judges 2:1, Psalm 89:33) speak of God not breaking his covenant. Jeremiah pleads that God should “Remember! Don’t break your covenant with us!” (Jer. 14:21). Prayers commonly invoke God’s promises, as does this prayer. God had affirmed, with an oath, that he would never break his covenant with the descendants of Abraham (Gen. 17:7, 13; Lev. 26:42-45; Judges 2:1). So Jeremiah appeals to God to sustain that promise.

A final text, Zechariah 11:10, describes the prophet’s symbolic action of breaking the covenant: “Then I took my staff called Favor and broke it, breaking *(parar)* the covenant I had made with all the nations. It was broken *(parar)* on that day…” (vv. 10,11). But note that this is a symbolic action with the prophet as the agent. Furthermore, the action represents the judgment of God previously described: “Let the dying die, and the perishing perish…” (v. 9). In other words, this act of “breaking” the covenant represents the pouring out of the covenant curses.

This usage of *parar* is typical, and reflects an essential element of the covenant. Unlike a contract which ends when
the terms of the agreement have been violated, a covenant requires that the witnesses act as agents to restore the covenant partners to fellowship. The acts of judgment (curses) are part of the life of the covenant. If violations continue, the witness(es) continue to send curses until the covenant-breaking partner is restored or dies. In a contract, the consequences represent retributive punishment or punitive damages. The concern is for revenge or with the hurt done to the innocent. When a covenant is violated, the primary concern is with the restoration of the relationship. While the punitive element is present, the focus of the judgment is on restoring the sinner to the covenant relationship.

Second Objection:

Divorce, it is argued, appears to have been a common feature of Israelite life. Remarriage is assumed. In Israel’s experience, divorce and remarriage were not expressly prohibited. Therefore the marriage covenant ought to be viewed as conditional, or at least as capable of being annulled.

Three statements may be offered in response. First, Israel had as much difficulty recognizing the covenantal nature of marriage — and its implications — as twentieth century Christians do. That is why instruction as in Malachi 2:10-16 is necessary. Israel, too, treated marriage as an exchange of goods and services. Fifth century Jewish Aramaic marriage contracts unearthed at Elephantine in Egypt are clearly contractual rather than covenantal. They specify two conditions for divorce, describe the standard divorce payment, and record the third marriage (following two divorces) of a woman of means (Porten, 200-263).

Furthermore, there are other marriage practices which we recognize as violations of the divinely ordained pattern of marriage which are not explicitly condemned. That is, not every evil in society is explicitly addressed in the Bible. Polygamy and concubinage are two of these. Indeed, God instituted levirate marriage (Deut. 25:5-10), which constituted polygamy in cases where the deceased man’s brother was already married. So, while some Israelite practices were culturally acceptable, God’s ideal addressed Israel’s less-than-ideal way of life in many but not in every area. For example, God’s design for marriage lies in the ideals represented by the priesthood. While a commoner was permitted to marry a prostitute or a
divorcee, a priest was not permitted to do so because his defilement offended the holiness of God (Lev. 21:7).

Third, whatever the meaning of the “exception clause,” (Matt. 19:9) our Lord is, at the very least, 1) correcting the common misinterpretations of the Old Testament teaching on the subject and 2) being more restrictive in the definition and application of the exception than the rabbis. Jesus does not accept the societal norms and practices as the norm for his followers. This, then, also permits us to call into question the common assumption that remarriage is permissible after divorce.

**Third Objection:**

In Ancient Near Eastern treaties, as in some Biblical passages, people can be said to die representatively or to be dead when they have violated their covenant commitments. Thus, in a number of covenants, a subordinate king is said to have been ‘killed’ and driven into exile (Wijngaards, 230-1). The act of ‘killing’ appears to refer to deposing the king. So a person can be declared ‘dead’ even though they may still be alive. Similarly, Israel can be said to have died (Hos. 13:1) when they became guilty of Baal worship. Is the covenant not ended when one of the parties ‘dies?’ If so, a marriage is ended when the covenant is violated.

The argument is a strong one. In fact, this feature of the covenant is carried into the New Testament language of having “died in/with Christ.” This accords with the language of life and death so pervasive in the covenant contained in Deuteronomy. The following counter-arguments may be offered.

This language of death is nowhere applied to marriage, though it does appear in other covenant contexts.

When Israel is exhorted to choose between life and death, that choice is depicted as a way of living before God as a result of which blessings or curses come upon the people (Deut. 30:15-16,19-20):

> See, I set before you today life and prosperity, death and destruction. For I command you today to love the Lord your God, to walk in his ways, and to keep his commands, decrees, and laws...

> This day I call heaven and earth as witnesses against you that I have set before you life and death, blessings and curses. Now choose life...
So 'death' means that one has violated the covenant, and is experiencing the recalling acts of God. These are, however, still part of the earlier covenant, inasmuch as repentance restores the sinner to the original relationship. Furthermore, there is no evidence that this concept of 'death' is intended in Paul's statement that “a married woman is bound to her husband as long as he is alive, but if her husband dies, she is released from the law of marriage” (Rom. 7:2; cf. 1 Cor. 7:39).

**Fourth Objection:**

One may acknowledge that marriage is a covenant and that covensants should not be broken. That remains the principle. But exceptions qualify the rule. And Jesus explicitly states that there is one exception, under which remarriage is also permissible.

The crux of the text in question (Matt. 19:1-12) reads:

Moses permitted you to divorce your wives because your hearts were hard. But it was not this way from the beginning. I tell you that anyone who divorces his wife, except *for marital unfaithfulness*, and marries another woman commits adultery (vv. 8-9).

The text appears to be saying, "Anyone who divorces his wife for reasons other than infidelity (sexual infidelity seems to be assumed), and then proceeds to marry another woman commits adultery." The implication would be that divorce for the cause of infidelity renders the original marriage covenant null and void. It is not clear, however, whether the covenant is rendered null by the infidelity or the divorce, or the combination of the partner's infidelity and the divorce being obtained by the aggrieved person. While that may not be crucial for the meaning of the text, it would be helpful for us when addressing the complications of practical situations.

An inference drawn from the text on this interpretation is that if a person divorces the spouse *because* of the spouse's infidelity, remarriage is then *not* adultery, that is, remarriage is then permitted.

The unexpressed but necessary assumption in this interpretation is that a marriage covenant *can* be or *is* rendered null and void by a particular act or sequence of acts, other than the death of one of the marriage partners. If that assumption can be validated or supported from the burden of teaching concerning the nature of the marriage covenant, this interpre-
tation would stand. If, however, the contrary assumption (namely, that a marriage covenant cannot be nullified by anything short of the death of one of the marriage partners) can be validated or supported from the Biblical evidence, then a completely different interpretation would result. Let's see where this second assumption leads us.

If one assumes, then, that a marriage covenant is not rendered null and void by any human act or sequence of acts other than the death of one of the spouses, Jesus's saying becomes a two-fold coordinated and interdependent statement, namely: 1) it identifies infidelity (porneia) as an or the only acceptable basis on which a (faithful) spouse may pursue a divorce, and 2) it declares remarriage after an unjustified divorce to be adultery. The assumption also covers all other remarriage as constituting adultery, but that is not the immediate concern of this passage. Jesus's concern is to establish that a certain sequence of acts constitutes adultery.

The Pharisees had asked two questions. The first had to do with the grounds ("for any and every reason," v. 3) on which it was permissible to divorce one's spouse. Jesus responded that God never intended husband and wife to divorce. The creation marriage text (Gen. 2:24; cf. Mal. 2:13-15) pointed to the permanence of the marriage covenant. The Pharisees objected to the idea of such permanence and referred to the Mosaic legislation of Deuteronomy 24:1-4 to point out that divorce itself fell within the divine will (v. 7). Jesus then answered their objection.

First, he explained Moses's divorce legislation as "permission" necessitated by the people's hardness of heart. God's original intention was for permanence. Second, he set forth his own teaching (as he had done in Matthew 6:21-48, introducing it by, "but I say to you...") on the subject. Divorce is permissible when occasioned by porneia. Remarriage is always adultery. Paraphrased, with the assumption made explicit, the statement reads, "Since the marriage covenant cannot be annulled, a husband and wife may divorce only if porneia has occurred, but remarriage constitutes adultery because it intrudes on the oneness God has created." It is possible to defend this interpretation of Matthew 19:9 as at least as viable as the standard reading.

Three arguments may be offered in support of this reading of Matthew 19:9. First, it creates a consistency between the
explicit teaching of Gen. 2:24, Rom. 7:1-3, 1 Cor. 7:39, and Gal. 3:15-18 regarding the perpetuity of the marriage covenant and Jesus's teaching. Jesus, Paul, and the Old Testament are on the same wave length regarding the life-long nature of the marriage covenant.

Second, this interpretation makes the most sense out of the eunuch saying (Matt. 19:11-12). Jesus's choice of the "eunuch" to explain the character of those who are members of the Kingdom is significant. He is implying thereby that if one's marriage fractures, those who are members of the Kingdom are willing to live with the burden of remaining in a state of celibacy.

Third, this interpretation of Matthew 19:9 makes for a natural harmony between this "divorce saying" and the three others in the Gospels.

Matt. 5:31-32: "Anyone who divorces his wife, except for marital unfaithfulness (porneia), causes her to become an adulteress, and anyone who marries a [no article in Greek] divorced woman commits adultery."

Mark 10:11-12: "Anyone who divorces his wife and marries another woman commits adultery against her. And if she, after divorcing her husband, marries another man, she commits adultery."

Luke 16:18: "Anyone who divorces his wife and marries another woman commits adultery, and the man who marries a divorced woman commits adultery."

Jesus's teaching on the subject, then, consists of the following:
1) A husband and wife, in marriage, are joined together permanently by God.
2) Neither the legal acts of divorce nor remarriage sever the marriage bond in God's eyes (remarriage is called adultery against the "former" spouse).
3) If a man divorces his wife for reasons other than infidelity, and she remarries, that constitutes adultery on her part, but the man who divorced her will be held accountable by God for having "forced" her into the adulterous marriage for her own survival.
4) Infidelity (porneia) is a "justifiable" cause for divorce.
5) Jesus calls remarriage after divorce, adultery.
6) To marry a divorced person is to commit adultery.
7) The same law applies to the woman as to the man if she
initiates the divorce suit.

It is hard to imagine that the early Christian community would have propagated different messages on this subject, inasmuch as the problem of divorce and remarriage was so widespread and common to the different cultures. Other interpretations of this text usually assume a distinctive problem being addressed by Matthew 19, or assume that the "exception clause" underlay or was implicit in the other Gospel records of Jesus’ teaching on the subject of divorce. That argument assumes that Matthew’s Gospel was the first one in circulation and that it was circulated throughout the scattered Christian community before the other gospels were written.

It is not necessary to prove that the "a-marriage-covenant-cannot-be-annulled" position is the only one that makes sense out of the "exception clause." If it provides a viable way of reading Matt. 19:9, then the burden of proof is on those who would argue that some act or event other than death can end the marriage covenant. The explicit teaching of the Scriptures weighs heavily on the side of the fact that unfaithfulness to the covenant partner may "break" the covenant in the sense of transgressing it, but that does not constitute a voiding or an annulment of that covenant.

A final point should be made regarding the interpretation of the Matthean "exception clause." I have offered one interpretation which makes it consist with the perpetuity-of-the-covenant teaching; there are others. Fitzmyer, a Catholic New Testament scholar suggests that the proper understanding of Matthew 19:9 involves the meaning of the word porneia. He concludes from the evidence of the Dead Sea scrolls that the Qumran covenant community prohibited divorce, polygamy, and taking two wives while the man and the women were both alive (serial polygamy). Members of that Jewish community were also forbidden to marry persons of close kinship (cf. Lev. 18). At the time of Jesus, Fitzmyer contends, the word porneia in Palestine referred to polygamy, divorce, and marriage within forbidden degrees of kinship. He interprets porneia in Jesus’s saying as “intercourse with close kin” and applies the exception to both, the divorce clause and the remarriage clause (197-226). The reading may be paraphrased thus:

The one who divorces his wife (unless they are close kin) as well as the one who remarries after divorce (unless he was married to a relative) commits adultery.
Those who married close kin should not remain married because that marriage was contrary to the expressed statements of the Mosaic law. While I am not strongly attracted to this interpretation, it indicates that the traditional reading is not the only one which addresses the Matthean divorce texts.

**Fifth Objection:**

Are divorce and remarriage unforgivable sins? If God regards a broken marriage followed by remarriage as adultery, is there forgiveness for that sin or does it exist before God as a continuing state of sinning?

The question does not arise out of the covenantal view of marriage. It is addressed to every view of marriage, because in real-life we all face situations in which divorce and remarriage occur without “just” cause. This issue is not unique to the perpetuity-of-the-marriage-covenant view. Therefore, it carries no weight as an objection to this position. That question will have to be answered by the entire Christian community.

My personal response is that God forgives our sin if we repent, confess and recommit ourselves to faithfulness in the marital state in which we find ourselves. But to presume on God’s forgiveness by contending that one may divorce and remarry, knowing that God will forgive our sins anyway, may be a step toward committing the unforgivable sin.

**Conclusion**

I have argued that Scripture teaches explicitly that marriage is a covenant involving two equally responsible partners who promise in the presence of God to be faithful to one another until death separates them. That covenant may be violated in a number of ways, but violation is not to be interpreted as annulment of the marriage covenant. Neither adultery, nor the legal act of divorce, nor the act of remarriage by one of the partners nullifies the marriage bond. God views husband and wife as bound together until one of them dies.

Some Christians attempt to find conditions which make for annulment of the marriage covenant. While we have not examined all those attempts in detail, they center in the exception clause of the Matthean divorce sayings of Jesus. The onus remains on those who interpret those texts as justifying remarriage, to establish how that meshes with the Biblical concept of marriage as covenant.
BIBLIOGRAPHY


