

THE COVENANT OF WORKS AND THE STABILITY
OF DIVINE LAW IN SEVENTEENTH-CENTURY
REFORMED ORTHODOXY:
A STUDY IN THE THEOLOGY OF HERMAN WITSIUS
AND WILHELMUS À BRAKEL

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I. THE PROBLEM OF THE PRELAPSARIAN COVENANT
IN REFORMED THEOLOGY

The doctrine of the covenant of works, which occupied a place of considerable significance in the Reformed theological systems of the seventeenth century, is an example of a doctrinal construct, not explicitly stated in Scripture but drawn as a conclusion from the examination and comparison of a series of biblical loci or *sedes doctrinae*. The concept of a covenant of works belongs, therefore, to a secondary or derivative albeit still fundamental category of doctrine — as indicated in the rule of interpretation cited in the *Westminster Confession*:

The whole counsel of God, concerning all things necessary for his own glory, man's salvation, faith, and life, is either expressly set down in Scripture, or by good and necessary consequence may be deduced from Scripture.¹

The identification of the covenant of works as a consequent doctrine surely accounts for the varied terminology (covenant of works, covenant of nature, covenant of creation, covenant of innocence) as-

1. *Westminster Confession*, I.6, in Philip Schaff, *Creeds of Christendom*, 3 vols. (1931; reprint Grand Rapids: Baker, 1983), 3:603.

sociated with it,² for its absence from some of the major Reformed theological systems of the seventeenth century — just as it accounts for the intimate relationship in which the doctrine of the covenant of works stands with the central soteriological topics in Reformed theology: The Protestant orthodox recognized that a distorted perspective on a logically consequent doctrinal locus could, all too easily, become the basis of a retroactive misconception of a primary or logically prior doctrinal locus. This intimate relationship of the covenant of works to the right formulation of other topics in the covenantal or federal Reformed systems was stated succinctly by à Brakel at the very end of the seventeenth century:

Acquaintance with this covenant is of the greatest importance, for whoever errs here or denies the existence of the covenant of works, will not understand the covenant of grace, and will readily err concerning the mediatorship of the Lord Jesus. Such a person will readily deny that Christ by His active obedience has merited a right to eternal life for the elect. . . . Whoever denies the covenant of works, must rightly be suspected to be in error concerning the covenant of grace as well.³

Witsius, likewise, connects the denial of the covenant of works with a series of Christological and soteriological errors.⁴

Despite these indications of the significance of the doctrine and despite the considerable scrutiny that the Reformed doctrine of the covenant of works has received at the hands of twentieth-century historians and theologians,⁵ the doctrine remains little understood and much debated, whether from the perspective of its historical origins or

2. Cf., Ernest F. Kevan, *The Grace of Law: A Study in Puritan Theology* (1964; reprint Grand Rapids: Baker, 1976), 111-12.

3. Wilhelmus à Brakel, *Logike Latreia, dat is Redelijke Godsdienst in welken de goddelijke Waarheid van het Genade-Verbond worden verklaard* (Dordrecht, 1700), trans. as *The Christian's Reasonable Service in which Divine Truths concerning the Covenant of Grace are Expounded, Defended against Opposing Parties, and their Practice Advocated*, 4 vols., trans. Bartel Elshout, with a biographical sketch by W. Fieret and an essay on the "Dutch Second Reformation" by Joel Beeke (Ligonier, Pa.: Soli Deo Gloria Publications, 1992-), 1:355.

4. Herman Witsius, *De oeconomia foederum Dei cum hominibus* (Leovardiae, 1685), trans. as *The Oeconomy of the Covenants between God and Man*, 3 vols. (London, 1763; 2d ed., revised and corrected, 1775), "A Pacific Address," in vol. 1, 43; cf., e.g., *ibid.*, I.ii.13-15; iii.9-10; iv.4-7. I have followed the translation where possible, making emendations from the Latin text; quotations from Scripture follow the Authorized Version, which was used in the translation and which usually provides a language terminologically conformable to the older theology.

from the perspective of its theological content. By far the larger number of works on Reformed covenant theology have concentrated on aspects of the historical development of the two-covenant schema, with emphasis on the covenant of grace.⁶ Within this rather extensive literature there is a debate over the implications of the covenant schema for Reformed theology: thus, a series of writers, notably, Trinterud, Möller, Greaves, and Baker assume two divergent trends in covenant theology

5. Cf., George Park Fisher, "The Augustinian and Federal Theories of Original Sin Compared," in *Discussions in History and Theology* (New York: Scribner, 1880), 355-409; N. Diemer, *Het Scheppingsverband met Adam bij de Theologen der 16e, 17e en 18e Eeuw in Zwitserland, Duitschland, Nederland en Engeland* (Kampen: J. H. Kok, 1935); Mark W. Karlberg, "The Mosaic Covenant and the Concept of Works in Reformed Hermeneutics: A Historical-Critical Analysis with Particular Attention to Early Covenant Eschatology" (Ph.D. diss., Westminster Theological Seminary, 1980); idem, "Reformed Interpretation of the Mosaic Covenant," *The Westminster Theological Journal* 43 (Fall, 1980): 1-57; Peter Alan Lillback, "Ursinus Development of the Covenant of Creation: A Debt to Melancthon or Calvin," *Westminster Theological Journal*, 43 (1981): 247-88; idem, "The Binding of God: Calvin's Role in the Development of Covenant Theology" (Ph.D. diss., Westminster Theological Seminary, 1985); Michael McGiffert, "From Moses to Adam: the Making of the Covenant of Works," *Sixteenth Century Journal* 19 no. 2 (1988): 131-55.

6. Emanuel von Korff, *Die Anfänge der Föderaltheologie und ihre erste Ausgestaltung in Zürich und Holland* (Bonn, 1908); G. Möller, "Föderalismus und Geschichtsbetrachtung im XVII. und XVIII. Jahrhundert," in *Zeitschrift für Kirchengeschichte* 50 (1931): 393-440; Leonard Trinterud, "The Origins of Puritanism," *Church History* 20 (1951): 37-57; Perry Miller, "The Marrow of Puritan Divinity," in *Errand into the Wilderness* (Cambridge: Harvard University Press, 1956), 48-98; idem, *The New England Mind*. 2 vols. (1939-53; reprint Boston: Beacon, 1961); K. Hutter, *Der Gottesbund in der Heilslehre der Zürcher Theologen Johann Heinrich Heidegger* (Gossau, 1955); Charles S. McCoy, "The Covenant Theology of Johannes Cocceius" (Ph.D. diss., Yale University, 1956); idem, "Johannes Cocceius: Federal Theologian," *Scottish Journal of Theology*, XVI (1963): 352-70; and idem, *History, Humanity, and Federalism in the Theology and Ethics of Johannes Cocceius* (Philadelphia: Center for the Study of Federalism, Temple University, 1980); Jens Möller, "The Beginnings of Puritan Covenant Theology," *Journal of Ecclesiastical History* 14 (1963): 46-67; Richard Greaves, "The Origins and Early Development of English Covenant Thought," *The Historian* 21 (1968): 21-35; J. Wayne Baker, *Heinrich Bullinger and the Covenant: The Other Reformed Tradition* (Athens: Ohio University Press, 1980); Lyle D. Bierma, "The Covenant Theology of Caspar Olevian." (Ph.D. diss., Duke University, 1980) Derk Visser, "The Covenant in Zacharias Ursinus," *Sixteenth Century Journal* 18 (1987): 531-544; John Von Rohr, *The Covenant of Grace in Puritan Thought* (Atlanta: Scholars Press, 1986); Geerhardus Vos, "The Doctrine of the Covenant in Reformed Theology," in *Redemptive History and Biblical Interpretation: The Shorter Writings of Geerhardus Vos*, ed. Richard B. Gaffin (Philipsburg, N.J.: Presbyterian and Reformed, 1980), 234-67; David N. J. Poole, *The History of the Covenant Concept from the Bible to Johannes Cloppenburg "De Foedere Dei"* (San Francisco: Mellen Research University Press, 1992).

and even, in the case of Baker, two different Reformed traditions defined by differing covenant emphases. According to these writers, the dipleuric or two-sided covenant scheme associated with Bullinger and the Rhenish reformers stands as a counter to a monopleuric or one-sided covenant scheme grounded in the doctrine of predestination and associated with Calvin and the Genevan Reformation. Other writers, like Hoekema, Emerson, and Bierma, with strong historical evidence, argue against this bifurcation of the Reformed tradition and do not view covenant theology as representing a point of tension or conflict with Reformed predestinarianism.⁷

Recent studies of the origins of the covenant of works by Letham and Weir point in rather different directions. Letham argues an increasingly clear relationship in early Reformed theology between a covenantal understanding of the Mosaic law and the identification of the natural law known to Adam before the fall with the Mosaic but, with somewhat less justice, also credits the prevalence of the two-covenant scheme with the rise of interest in Ramist dichotomies. Weir claims, without clear historical warrant, that the notion of a prelapsarian covenant arose in response to questions of theodicy raised by mid-sixteenth century predestinarian controversy.⁸

A few essays have addressed the question of the interrelationship of the covenant of works and the covenant of grace, with widely differing results: Essays by Kevan, von Rohr, and Muller indicate a concerted effort to work out a variety of theological tensions between works and grace, human responsibility and divine election.⁹ McGiffert develops a variation on the older theme of two diverging tendencies in Reformed

7. Everett H. Emerson, "Calvin and Covenant Theology," *Church History* 25 (June 1956): 136-44; Anthony Hoekema, "Calvin's Doctrine of the Covenant of Grace," *Reformed Review* 15 (1962): 1-12; idem, "The Covenant of Grace in Calvin's Teaching," *Calvin Theological Journal* 2 (1967): 133-61; Lyle D. Bierma, "Federal Theology in the Sixteenth Century: Two Traditions?" *Westminster Theological Journal* 45 (1983): 304-21; idem, "Covenant or Covenants in the Theology of Olevianus," *Calvin Theological Journal* 22 (1987): 228-50; and idem, "The Role of Covenant Theology in Early Reformed Orthodoxy," *Sixteenth Century Journal* 21 no. 3 (1990): 453-62.

8. Robert W. A. Letham, "The *Foedus Operum*: Some Factors Accounting for its Development," *Sixteenth Century Journal* 14 (1983): 457-67; David A. Weir, *The Origins of the Federal Theology in Sixteenth-Century Reformation Thought* (Oxford: Clarendon Press, 1990); and see the reviews of Weir by Lyle D. Bierma in *Calvin Theological Journal* 26 (1991): 483-85 and by Richard A. Muller in *The Journal of Religion* 72 (1992): 597-98.

9. Cf., Kevan, *The Grace of Law*, 167-249; John Von Rohr, "Covenant and Assurance in Early English Puritanism," *Church History* 34 (1965): 195-203; idem, *The Covenant of Grace*

theology but sees late sixteenth-century covenant theology as representing a legal tendency over against the theology of grace taught by Calvin and his contemporaries.¹⁰ Far less nuanced, the works of Rolston, Torrance, and Poole understand developing covenant theology as a form of legalism and as a declension from the theology of the Reformers. In this view the covenant of works appears as an illegitimate addition to Reformed theology that disturbs the priority of grace over works by asserting a historical and potentially a theological priority of law over grace or by misunderstanding the biblical concept of *bērit̃h* as a legal contract. These writers take great pains to set covenant theology at odds with Calvin, explicitly for the sake of their own Calvinian theological project, and they typically proceed as if Reformed federalism were a monolith with little variety of formulation and no clear sense of the relationship of the concept of a covenant of works to the doctrines of grace, Christ, and salvation. Poole's work is especially to be criticized for its heavy reliance on secondary sources and for its failure to deal with the breadth of contemporary scholarly reinterpretation of Protestant orthodoxy.¹¹

Considering the number of issues and problems raised by the scholarship, the following short essay can only hope to address a small part of the question of the covenant of works. Its focus on Herman Witsius' and Wilhelmus à Brakel's late seventeenth-century efforts to

in *Puritan Thought* (Atlanta: Scholars Press, 1986), 53-85 et passim; Richard A. Muller, "Covenant and Conscience in English Reformed Theology: Three Variations on a Seventeenth Century Theme," *Westminster Theological Journal* 42 no. 2 (1980) 308-34.

10. Michael McGiffert, "Grace and Works: the Rise and Division of Covenant Divinity in Elizabethan Puritanism," in *Harvard Theological Review*, 75/4 (1982), 463-502; "From Moses to Adam: the Making of the Covenant of Works," *Sixteenth Century Journal* 19 no. 2 (1988): 131-55.

11. Holmes Rolston III, *John Calvin versus the Westminster Confession* (Richmond: John Knox, 1972); idem, "Responsible Man in Reformed Theology: Calvin Versus the Westminster Confession," *Scottish Journal of Theology* 23 (1970): 129-56; James B. Torrance, "Strengths and Weaknesses of the Westminster Theology," in *The Westminster Confession*, ed. Alisdair Heron (Edinburgh: St. Andrews, 1982), 40-53; idem, "Covenant or Contract? A Study of the Theological Background or Worship in Seventeenth-Century Scotland," *Scottish Journal of Theology* 23 (1970): 51-76; idem, "Calvin and Puritanism in England and Scotland — Some Basic Concepts in the Development of 'Federal Theology,'" in *Calvinus Reformator* (Potchefstroom: Potchefstroom University for Christian higher Education, 1982), 264-77; David N. J. Poole, *The History of the Covenant Concept from the Bible to Johannes Cloppenburg "De Foedere Dei"* (San Francisco: Mellen Research University Press, 1992); cf., my review of Poole in *Calvin Theological Journal* 28 no. 1 (1993): 217-18.

define the covenant of works precludes examination of the problems of the origin of the concept of a prelapsarian covenant and of the distinctions in terminology between covenant of works and covenant of nature. It leaves for another time the question of the relationship between British and continental federalism and between the Reformed orthodox federal theology in general and the work of the federal school of Cocceius, and it points only tangentially to the issue of continuity and discontinuity between the teaching of the Reformers and the doctrines of their orthodox and scholastic successors. The issue to be addressed here is the theological content and implication of the fully developed continental Reformed orthodox concept of the covenant of works with emphasis, although not exclusively, on the work of Witsius and à Brakel,¹² and with a view to clearing away some of the misapprehensions resident in the work of Torrance, Rolston, and Poole.

II. THE MEANING OF "COVENANT"

The Reformed orthodox understanding of covenant rested on a complex of exegetical, etymological, theological, and legal considerations that evidence concern for the text of Scripture, the culture of the Jews and other ancient Near Eastern peoples, the linguistic and cultural transition from Hebrew into Greek and Latin, the Christian exegetical tradition, and the doctrinal appropriation of ancient covenant language in the light of other fundamental theological questions — notably the relationship of Adam and Christ, the *imago Dei*, the problem of original righteousness and original sin, the history of salvation recorded in Scripture, and the distinction of law and gospel.

As I have argued at length elsewhere, the dogmatic or doctrinal formulations of the seventeenth-century orthodox can only be understood in relation to the exegetical tradition. At virtually no point in the development of the older Protestant dogmatics can one find a case of

12. The standard work on Witsius's life and thought remains J. van Genderen, *Herman Witsius: bijdrage tot de kennis der gereformeerde theologie* (s'Gravenhage: Guido de Bres, 1953); on à Brakel, see F. J. Los, *Wilhelmus à Brakel* (Leiden, 1892) and W. Fieret, "Wilhelmus à Brakel," in à Brakel, *Reasonable Service*, I, xxxi-lxxx. The two theologians are well paired, inasmuch as both were students of Voetius at Utrecht and granting that à Brakel most probably read and followed Witsius, *De oeconomia foederum* at many points in his exposition of the covenants. Both, in addition, represent the normative form of Reformed federalism fashioned in the wake of debate over Cocceius' doctrine.

"proof texting" in the negative sense of the term: The older dogmatics consistently folded the best exegesis of its day into its pattern and method of formulation. That exegesis, moreover, was not only linguistically and textually sophisticated, it also was rooted in — and frequently explicitly cognizant of — the older Christian exegetical tradition and its theological results.¹³ The Reformed doctrine of covenant offers a primary example of this close relation between exegesis and seventeenth-century dogmatics.

Witsius begins his massive *De oeconomia foederis* with an extensive etymological and exegetical discussion in which he recognizes the complexity of biblical covenant language and the diversity of issues, both linguistic and cultural, impinging on the interpretation of the biblical words for covenant, *bērîth* and *diathēkē*. The etymology of *bērîth*, Witsius indicates, points in two exegetically and theologically relevant directions. First he notes that the root, in its *piel* form, "signifies to cut down" — a meaning that relates to the biblical concept of covenant inasmuch as "covenants used to be solemnly ratified by cutting animals asunder." Second, the root is also related to the verb *bara*, "to create (*creare*), thus metaphorically to *ordain* (*ordinare*) or to *dispose* (*diatithesthai*)." And third, to *barah*, the verb to choose or elect — insofar as "in covenants, especially of friendship, there is a choice of persons, between whom, of things about which, and of conditions upon which, a covenant is entered into."¹⁴ À Brakel singles out the third of these derivations as correct, inasmuch as "there is a selection of persons and conditions" in covenant.¹⁵

These several possible implications of the term in turn point to a variety of biblical usages, which Witsius distinguishes into a "proper" or strict usage of *bērîth* and an extended or "improper" usage. In its proper sense, covenant "signifies a mutual agreement between parties with respect to something." Specifically, such covenants were made "between Abraham and Mamre, with Eschol and Aner, who are called *confederates* (*foederati*) with Abraham" (Gen. 14:13) between Isaac and Abimelech (Gen. 26:28-29), and between Jonathan and David (1 Sam. 18:2). In this sense also, Scripture teaches of a covenant "between God

13. Cf., Muller, *Post-Reformation Reformed Dogmatics*, 2 vols. (Grand Rapids: Baker, 1987), 2:525-40.

14. Witsius, *De oeconomia foederum*, I.i.2; cf., the similar discussion in à Brakel, *Reasonable Service*, 1:427.

15. À Brakel, *Reasonable Service*, 1:428.

and man."¹⁶ The extended or improper senses of covenant derive from other aspects of the etymology: Thus, covenant can refer to "an immutable ordinance" in the sense of a "declared or definite statute (*delineatum vel definitum statutum*)" such as God's "covenant of the day and of the night" (Jer. 33:20). In this sense of a clearly delineated statute, a covenant can also indicate "a *testament*, or . . . a last and irrevocable will," as illustrated by Numbers 18:19, "I have given thee, and thy sons and thy daughters with thee, by a statute for ever; it is a covenant of salt for ever." This usage, Witsius notes, is particularly applicable to the covenant of grace "which the apostle proposes under the similitude of a testament, the execution of which depends upon the death of the testator." A second usage of covenant is as "a sure and stable promise" even in the sense of a promise that is one-sided and lacks mutual agreement: thus, "Behold, I make a covenant; before all thy people I will do marvels" (Ex. 34:10). Third, a covenant can indicate a "precept." The biblical usage "to cut" or "make" a covenant can mean "to give a precept," as in Jeremiah 34:13-14, "I made a covenant with your fathers . . . saying, At the end of seven years let ye go every man his brother."¹⁷

The Greek term, *diathēkē*, is also "equivocal." Witsius notes several meanings: Very often, both in classical and biblical Greek, the term indicates a "testament (*testamentum*)."¹⁸ *Diatheke* can, however, also denote a "law that functions as a rule of life (*legem quae vivendi regula sit*)" — as Grotius indicates, "the Orphics and Pythagoreans styled the rules of living prescribed to their pupils, *diathekai*" — and it can also signify "an engagement (*sponsio*) or agreement (*pactio*)" or even be used in the sense of *synomosia* or confederacy, as in Hesychius.¹⁹ "There is none of these significations," Witsius concludes, "that will not be of use in the progress of this work": all, in short, illuminate the interpretation of Scripture.²⁰

This initial analysis of the meaning of *bērîth* and *diathēkē* are both more exegetically sophisticated and more linguistically refined than indicated by the studies of Torrance and Poole, which attempt to argue that the translation of *bērîth* and *diathēkē* as *foedus* (or, in German, as

16. Witsius, *De oeconomia foederum*, I.i.3.

17. Ibid.

18. Ibid., I.i.4, citing Buddaeus, *In comment. ling. Graec.* (for discussion of Isocrates, Aeschines, and Demosthenes) and Hebrews 9:15.

19. Ibid.

20. Ibid., I.iv.

Bund) misunderstand and misrepresent the biblical concept as a legal contract rather than as a promise, an oath, a pledge, or a command.²¹ Quite to the contrary, Witsius and à Brakel (like the covenant tradition as a whole) find implications of promise, oath, pledge, and command imbedded in the etymology and biblical usage of *bērîth* and *diathēkē* — but they also find, contrary to the exegetical and theological assumptions of Torrance and Poole, the concept of a mutual pact and agreement in which elements of promise and of law are combined.

Witsius goes on to note that the Hebrew idiom for the initiation of a covenant relationship refers to “cutting” or “striking” a covenant — a phrase found also in ancient Greek practice and in the Latin idioms, “*ferire, icere, and percutere foedus*.” Such language clearly originated, Witsius comments, in “the ancient ceremony of slaying animals, by which covenants are ratified.” Even so, “ancient traces” of this rite can be found in Genesis 15:9-10 and also in Jeremiah 34:18, where the ceremonial ratification consisted in part of the parties in covenant passed between “the divided parts of the victim cut asunder.” As Witsius notes, this issue received considerable elaboration at the hands of Grotius, Bochart, and Owen.²² Such rites were to be found among ancient pagan nations, but the form of the rites in ancient Israel points to a still more solemn and weighty act, inasmuch as God himself was one of the covenant partners. As Jeremiah 34:18-20 indicates, in the case of Israel’s covenant with God, the “cutting of animals asunder” pointed toward the penalty inflicted on those who broke covenant — that they “should be cut asunder by the vengeance of God.”²³ Even here, however, Witsius notes, the instability of human covenanting with God points toward the “stability (*firmitatem*) of the covenant of grace . . . founded (*fundatam esse*) on the sacrifice of Christ” inasmuch as in that sacrifice, “the body and soul of Christ were . . . pulled asunder.”²⁴

Witsius’ general definition of covenant, which follows on and grows out of these linguistic and exegetical arguments, even more than that of Perkins and the earlier covenant theologians looks to the broader theological context of covenant and to the identification of theology as

21. Cf., Poole, *History of the Covenant*, 11, 168, 253-255, et passim.

22. Witsius, *De oeconomia foederum*, I.i.5, citing Grotius, *Annotationes* on Matt. 26:28, Bochart, *Hieroicoicon*, II.xxxiii (p. 325), and Owen, *Theologoumena*, III.i.[8].

23. Witsius, *De oeconomia foederum*, I.i.6.

24. *Ibid.*, I.i.7.

a practical wisdom characteristic of Ramist, English Puritan, and continental covenant theology.²⁵

A covenant of God with man is an agreement (*conventio*) between God and man, about the method of obtaining ultimate blessedness (*beatitudinis*), with the addition of a threat of eternal destruction, against anyone contemptuous of this blessedness.²⁶

With this basic definition in view, Witsius indicates that a covenant between God and human beings is, fundamentally and primarily, a covenant "of one party (*unius lateris*)" grounded in "the utmost majesty of the most high God" and incapable of being initiated by any but God.²⁷

As instituted by God, covenant has three aspects — a promise, a condition, and a sanction. The promise offers "ultimate blessedness in life eternal"; the condition indicates what must be performed for human beings to inherit the promise; and the sanction is to be levelled against those who do not fulfill the condition. Such a covenant addresses the whole person, "soul and body":

To each part [soul and body] God promises blessedness (*beatitudinem*), of each he requires holiness (*sanctitatem*), and to each he threatens destruction (*exitium*). And he makes this covenant, to the end that God may appear glorious in the whole man.²⁸

In a manner reminiscent of Anselm's argument concerning the necessity or fittingness of Christ's satisfaction and indicative of the shape of his own views on the work of the Mediator in the covenant of grace, Witsius argues that it was "entirely becoming God and worthy of him" to enter covenant with "a rational creature formed after his own image." Indeed, it was "impossible" for God not to present himself to such a creature "as a pattern of holiness (*exemplar sanctitatis*).²⁹ Given the nature of God, "God cannot but bind man to love, worship, and seek him, as the chief good" and, moreover, will himself to be found by those who

25. Perkins, Ames, Maccovius, Mastricht, and other heirs of this tradition typically defined theology as a *scientia* or *sapientia* directed toward the attainment of ultimate happiness or blessedness: see the discussion in Muller, *Post-Reformation Reformed Dogmatics*, 1:105, 108-10.

26. Witsius, *De oeconomia foederum*, I.i.9.

27. *Ibid.*, I.i.12, 14.

28. *Ibid.*, I.i.10.

love, worship, and seek him. Not only the express statements of Scripture, therefore, but also a rational "consideration of the divine perfections" lead to the doctrine of covenant and to recognition of the covenant requirement of holiness. Covenant, thus, implies the law as "the condition of enjoying happiness (*conditionem potiundae felicitatis*)" or more precisely, as the condition for the ultimate enjoyment or "fruition" of God. Even so, covenant also implies the threat of punishment for disobedience.²⁹ Similar arguments are found in à Brakel's *Reasonable Service*.³⁰ Only secondarily does such a covenant become "a covenant of two parties": The ground of the covenant is the divine initiative.

For the covenant to become "a covenant of two parties (*utriusque lateris*)," the rational creature must "consent" to the covenant by "embracing the good promised by God, engaging to an exact observance of the condition required," and acknowledging the propriety of punishment in the case of violation. Thus, Moses enjoins Israel to "enter into covenant with the Lord thy God, and into his oath" or, as the text of Nehemiah somewhat more sharply states, "into a curse, and into an oath, to walk in God's law."³¹ Human response to God's covenant is by nature a "voluntary adstipulation of the faithful soul" but is also in some sense a necessary response. Given the dependence of all creatures on God and the universally binding character of God's law, there can be no ground for refusal of the covenant: "not to desire the promises, is to refuse the goodness of God; to reject the precepts, is to deny the eminence and holiness of God (*Dei eminentiam & sanctitatem*)." Even so, "to disallow the sanction is to deny the righteousness or justice of God (*Dei iustitiam*)" — in this sense, the apostle indicates that covenants "are rendered into the form of law (*in legis formulam redactum sit*), Hebrews 8:6, cf., 7:2." The covenants of God are, therefore, "injunctions or covenants from commands" — as indicated by Hebrews 9:20, "... the blood of the testament, which God hath enjoined unto you."³² In short, divine covenants cannot be refused because they rest on "God's power and right over creature (*potestas et jus Dei in creaturas*)." Yet, once accepted in faith, they in turn bind

29. Ibid., I.i.11.

30. À Brakel, *Reasonable Service*, 1:356-57.

31. Witsius, *De oeconomia foederum*, I.i.12, citing Deut. 29:12 and Neh. 10:29; cf., à Brakel, *Reasonable Service*, 1:363-64, 431-32, 434.

32. Witsius, *De oeconomia foederum*, I.i.13, citing also Exodus 24:8, "... the blood of the covenant, which the Lord hath made with you"; cf. à Brakel, *Reasonable Service*, 1:363-65.

God to fulfill his promises and to be "a source of ultimate blessedness" to his creatures.³³

According to Witsius and à Brakel, both of the divine covenants, the covenant of works or nature and the covenant of grace conform to these definitions, inasmuch it is to these covenants that the apostle refers in his distinction between "the law of works" and "the law of faith." According to the former, "the man which doeth these things, shall live by them"; while according to the latter, "whoever believeth in him, shall not be ashamed."³⁴ Even so,

In the covenant of works, man is considered as *working*, and the reward as to be given of *debt* (*ex debito*); and consequently man's *glorying* is not excluded, by which as a faithful servant he may glory upon the right discharge of his duty. . . . In the covenant of grace, the man in covenant (*homo foederatus*), ungodly in himself (*in se impius*), is considered as *believing* (*ut credens*); eternal life being given to man, as the merit of the Mediator, *out of grace*, which excludes boasting, except that by which the believing sinner glories in God, as a merciful Savior.³⁵

In their understanding of both covenants, moreover, both Witsius and à Brakel bear witness to a resolution of the seeming problem of monopleuric and dipleuric definitions of covenant — and, in so doing, evidence yet another aspect of continuity with the intentions of the Reformers. Over against the view which has tended to set monopleuric against dipleuric definitions,³⁶ as if the former indicated a reliance on the doctrine of election and the latter an almost synergistic emphasis on human responsibility, the lengthy etymological and exegetical discussion offered by Witsius indicates that all covenants between God and human beings are founded on divine initiative and are, in that sense, monopleuric. At the same time, these covenants, once made, bespeak a mutuality: The human partner must in some way consent to the covenant and exercise responsibility within it. (Of course, in the covenant of grace, the voluntary consent to the covenant and its terms rests on the gracious

33. Witsius, *De oeconomia foederum*, I.i.14.

34. *Ibid.*, I.i.15, citing Romans 3:27; 10:5, 11.

35. *Ibid.*, I.i.15: cf., Rom. 4:1-5.

36. Cf., Trinterud, "The Origins of Puritanism," 37-57; Möller, "The Beginnings of Puritan Covenant Theology," 46-67; Greaves, "The Origins and Early Development of English Covenant Thought," 21-35; Baker, *Heinrich Bullinger and the Covenant*, 165, 200-207; and Poole, *History of the Covenant*, 114-23, 164-68, et passim.

election of God and is the regenerate will's response in grace.) It is easily argued that the monopoleuric emphasis with dipoleuric overtones found in Calvin's covenant language, the opposite usage in Bullinger's, and the recourse to two definitions in Perkins' writings point toward precisely the same issue,³⁷ and that the finely tooled arguments of later federalists like Witsius and à Brakel are merely the result of more than a century of refinement of definition. It is not the case, as some have argued, that covenant language cuts against election and grace and that covenant doctrine either relaxes the strict doctrine of the decrees or is itself rigidified by contact with the doctrine of predestination during the scholastic era of Reformed theology.³⁸

III. THE PRELAPSARIAN COVENANT, LAW, AND THE NATURAL ORDER

The concept of a covenant of works or, as it was also called by Reformed writers of the sixteenth and seventeenth centuries, the covenant of nature or covenant of creation, most probably entered Reformed theology in the mid-sixteenth century in works such as Musculus' *Loci communes*, Hyperius' *Methodus theologiae*, and Ursinus' *Summa theologiae* or, as it is often called, *Catechesis maior*.³⁹ Musculus understood the order of creation as a *foedus generale*; Hyperius had proposed to construct his theological system around the distinction between humanity *ante* and *post lapsum*, including discussions of the law and the gospel *ante* and *post lapsum*; and Ursinus identified the law as a *foedus naturale in creatione*.⁴⁰ Particularly in the case of Musculus, there is an arguable antecedent in Bullinger's theology,⁴¹

37. Cf., Bierma, "Federal Theology in the Sixteenth Century," 304-21 with Muller, *Christ and the Decree*, 40-41.

38. Contra Baker, *Heinrich Bullinger and the Covenant*, 199-200, 205-7.

39. Cf. Heinrich Hepppe, *Geschichte des Pietismus und der Mystik in der reformierten Kirche namentlich in der Niederlande* (Leiden, 1879), 208-11, with idem, *Die Dogmatik des deutschen Protestantismus im sechzehnten Jahrhundert*, 3 vols. (Gotha, 1857), 145-46, and with Lillback, "Ursinus' Development of the Covenant of Creation," 247-48, 254-55.

40. Wolfgang Musculus, *Loci communes* (Basel, 1563), locus xiv (231-32); Andreas Hyperius, *Methodi theologiae, sive praecipuorum christianae religionis locorum communium, libri tres* (Basel, 1567), 12-14; Ursinus, *Summa theologiae*, qq. 10-19, in August Lang, *Der Heidelberger Katechismus und view verwandte Katechismen . . . mit einer historisch-theologischen Einleitung* (Leipzig: Deichert, 1907), 153-56.

41. Cf. Hepppe, *Geschichte des Pietismus und Mystik*, 205-211 with Schrenk, *Gottesreich und Bund*, 40-44, 50-51, 55-59.

and — granting the training of both Musculus and Hyperius in the older theology — there is also considerable medieval precedent. Ursinus presumably drew on Melancthon but also on Calvin: Calvin, without connecting the concept explicitly to covenant language, had evidenced considerable interest in the relationship between the natural order and the divine law as grounded in the goodness and sovereignty of God.⁴² As Bierma has recently pointed out, Calvin used the concept of a *ius creationis* or "right of creation" in a manner that adumbrates Olevianus' later explicitly covenantal use of the term,⁴³ and as Lillback has shown, there are a series of other concepts as well in Calvin's thought — an emphasis on the legal relationship between God and Adam, an identification of the tree of life as sacramental, the assumption (noted elsewhere) that sacraments are covenantal signs, and an identification of the Mosaic law as a *pactio legalis*, and an insistence on the relationship between Adam and Christ as the basis for understanding Christ's redemptive satisfaction of the law — that stand in a positive relation to the later language of a covenant of works or nature.⁴⁴

The notion of a prelapsarian covenant, whatever its precise origins, did take on a dual focus, indicated in the variety of terms used — such as *foedus naturalis* or *foedus naturale*, *foedus legalis* and *foedus operum*. As Letham has quite correctly noted,⁴⁵ the virtually identical content of the natural and the Mosaic law also makes its contribution here: The covenantal understanding of the Mosaic law was, certainly, developed prior to the identification of the prelapsarian covenant of works, as was the identity of the Mosaic law with the law of nature. Both of these conclusions appear in the thought of Calvin without the corresponding doctrine of a *foedus naturale* in creation or a *foedus operum* in Eden: If

42. See Susan E. Schreiner, *The Theater of His Glory: Nature and the Natural Order in the Thought of John Calvin*, *Studies in Historical Theology*, vol. 3 (Durham, N.C.: Labyrinth Press, 1991), especially, 22-28, 77-79, 87-90 and note the error in the arguments of Rolston ("Responsible Man in Reformed Theology," 139-42) and Torrance ("Calvin and Puritanism in England and Scotland," 271-72), who insist on a radical priority of grace over law and consequently on attributing the order to an act of grace; cf., the similar strictures in Poole, *History of the Covenant*, 255.

43. Bierma, review of Weir, *The Origins of the Federal Theology*, *Calvin Theological Journal* 26 (1991): 484.

44. Lillback, "Ursinus' Development of the Covenant of Creation," 274-86.

45. Letham, "The *Foedus Operum*: Some Factors Accounting for its Development," 462-63.

Calvin did not speak of the prelapsarian state as bounded by covenant, he certainly assumed that it was governed by law.⁴⁶

In the work of Ursinus in particular, as in the writings of subsequent generations of Reformed theologians, the idea of an initial, fundamental, prelapsarian covenant was rooted in the concept of creation as an order instituted by God and it was also connected with the basic exposition of the doctrine of law and grace in its relation to the problem of the creation of man according to the *imago Dei*.⁴⁷ The concept of the prelapsarian covenant functions on the one hand, therefore, as a pattern of interpretation for the obedient life of man before the fall and as an explanation of the problem of the holy law of God as it confronts and condemns man after the Fall; and on the other, as illustrated by Musculus and, without the use of covenantal language, by Calvin, it functions as a broad category of divine order and natural law, resembling and probably drawing on the late medieval emphasis on the divine *potentia ordinata* as *pactum*, capable of explaining the human predicament in a larger theological context. This relationship of the doctrine to the understanding of sin and of sinful human nature, moreover, placed the covenant of works in an explanatory role over against the doctrine of salvation, specifically, of the covenant of grace and its Mediator. In addition, and equally importantly, the concept of a covenant of creation, nature, or works provided the nascent Reformed theological system with an alternative to the traditional Augustinian view of the transmission of sin as resting on an inherent concupiscence: The Pauline statement that all people sinned "in Adam" could now be interpreted federally, with profound ramifications for Christology and soteriology.⁴⁸

This theological setting of the doctrine is made clear by the exegetical emphasis of the various expositions of the mature federal theology on the problem of law and grace in its relation to the first and second Adam — Adam and Christ — in the epistle of Paul to the Romans, with collateral citation of the Pauline covenant language in the epistle to the Galatians. In other words, the Reformed theologians of the sixteenth and seventeenth centuries who raised and developed the

46. Cf., Calvin, *Institutes*, II.viii.1; IV.xx.16 with idem, *Commentary on Genesis*, 2:16, in loc. (CTS I, 125-26).

47. Ursinus, *Summa theologiae*, qq. 10-19.

48. Cf., George Park Fisher, "The Augustinian and Federal Theories of Original Sin Compared," 355-409.

issue of the covenants did not understand their exegetical starting point to be the text of Genesis chapters two and three or such texts as Hosea 6:7 ("like Adam [or man] they have transgressed the covenant") and Job 31:33 ("If I covered my transgressions as Adam").⁴⁹ As noted above, the doctrine was a conclusion drawn from a large complex of texts, among them, Genesis 1:26-27; Leviticus 18:4-5; Matthew 19:16-17; 22:37-39; Romans 1:17; 2:14-15; 5:12-21; 7:10; 8:3-4; 10:5; Galatians 3:11-12; 4:4-5, with Hosea 6:7 and Job 31:33 offered only as collateral arguments.⁵⁰ It was, moreover, a conclusion largely in accord with the exegetical tradition: Witsius can, for example, cite Chrysostom on Romans 7:10 to the effect that the natural law was given to Adam at the creation.⁵¹

In the theology of Witsius and à Brakel, the intrinsic relationship between law and covenant and the identification of the law revealed under the covenant of works with both the law of nature and the Mosaic law are assumed, given that "knowledge of the law and conformity to it is a perfection of man's nature" and given, moreover, the very "nature of God" as Lord and sovereign over his creation. Thus, the law stands prior both to the fact of sin and to the fact of any covenant.⁵² When considered as the prescribed condition of the covenant of works, the law is "twofold," consisting in "the law of nature, implanted in Adam at his creation (*Lex Naturae Adamo increata*)" and "the symbolical law (*Lex Symbolica*), concerning the tree of the knowledge of good and evil."⁵³ The former law, the *ius naturalis*, is "binding" on human beings

49. Cf., Johannes Cocceius, *Summa theologiae ex Scriptura repetita*, in *Opera omnia theologica, exegetica, didactica, polemica, philologica* 12 vols. (Amsterdam, 1701-1706), VII.xxxi.1 with Franz Burmann, *Synopsis theologiae et speciatim oeconomiae foederum Dei* (Geneva, 1678), II.ii.vi; Johannes Marckius, *Compendium theologiae christianae didactico-elencticum* (Groningen, 1686), XIV.xiv; Benedict Pictet, *Theologia christiana ex puris ss. literarum fontibus hausta* (Geneva, 1696), IV.vii.1; Salomon Van Til, *Theologiae utriusque compendium . . . revelatae* (Leiden, 1719), II.ii (p. 81); Wytenbach, *Tentamen theologiae dogmaticae* 3 vols. (Frankfurt, 1747-49), VII, §792.

50. Cf. Witsius, *De oeconomia foederum*, I.ii.15-iii.8 with à Brakel, *Reasonable Service*, 1:355-67; and see Muller, *Post-Reformation Reformed Dogmatics*, 2:458-63 for a discussion of the interpretation of Hosea 6:7. It is simply not to the point to note "that nowhere in Scripture is a covenant with Adam mentioned" (Poole, *History of the Covenant*, 254), granting that this imposes a standard of "proof texting" on the seventeenth century that was not then held and ignores the character of the interpretive process.

51. Witsius, *De oeconomia foederum*, I.iii.6, ad fin.

52. À Brakel, *Reasonable Service*, 1:358-59; cf., Witsius, *De oeconomia foederum*, I.iii.ii-viii.

53. Witsius, *De oeconomia foederum*, I.iii.2.

"by divine authority" inasmuch as it is "inscribed by God on man's conscience (*hominis conscientiae . . . a Deo inscripta*)" in the act of creation and therefore an aspect of the fundamental nature of humanity. Since, moreover, even pagan nations understand the difference between right and wrong and, in their laws, evidence much of the substance of the divine commands revealed in the Decalogue, we can assume a full knowledge of the law in Adam, "newly formed after the image of God."⁵⁴

IV. STABILITY OF PROMISE AND LAW AND THE ORDER OF REDEMPTION

As Kevan has shown, there was not only considerable agreement among Reformed theologians in the seventeenth century concerning the identity of the prelapsarian relationship between God and Adam as a covenant, virtually all of the Reformed theologians of the era recognized, albeit in varying degrees, that there could be no relationship between God and the finite, mutable creature apart from grace.⁵⁵ This was also the burden of the medieval doctrine of the *donum superadditum*, particularly in its fully Augustinian form, a doctrine most probably at the root of the idea of the covenant of works.⁵⁶ Here too, there is more continuity between the thought of Reformers like Calvin and Bullinger (neither of whom made reference to a prelapsarian covenant) and the later federal thinkers than is typically indicated.

Indeed, major discontinuity in substance at this point can only be argued, as witnessed in Rolston's and Torrance's work, by exaggerating Calvin's views on the prelapsarian graciousness of God and by minimizing his comments on Adam's duties before God and God's law — and then by arguing precisely the opposite distortion of the thought of Witsius and other federal thinkers. Calvin, thereby, is seen to emphasize grace far beyond law and the federalists, law to the virtual exclusion of grace.⁵⁷ Witsius, however, indicates that Adam's

54. Ibid.

55. Kevan, *Grace of Law*, 112-13.

56. Cf., the discussion in Seeberg, *History*, 2:114-18; with Diemer, *Het Scheppingsverbond*, 7-8.

57. See the critique of their approach in Karlberg, "Reformed Interpretation of the Mosaic Covenant," 13-16. It must also be noted that Rolston, who examines Calvin's discussions of the prelapsarian condition of Adam and of the problem of sin as a pervers-

original condition could not have been "so merely natural" that Adam's understanding was based purely on "the consideration of nature."⁵⁸ Even so, the Protestant form of the *donum superadditum* enters here: In no condition, not even in the state of original righteousness, can any "creature be, or conceived to be capable of doing anything independent of the Creator." Thus, God not only "furnished" the first pair "with sufficient powers" to stand "pure and inviolate," he also acted to "preserve those powers by the continual influence of his providence."⁵⁹ If the medieval parallel is invoked, this formulation arguably echoes the teaching of Aquinas and of the more Augustinian doctors who insisted that the *donum* was part of the original constitution of the human being and not a gift given on the basis of an initial probation — any more than grace, as provided to sinners after the fall, is given on the basis of a human act. Aquinas had, moreover, specifically opposed the understanding of the *donum* as superadded following probation inasmuch as this would indicate the possibility of a similar Pelagianizing understanding of the work of grace as a divine response to merit.⁶⁰ From the perspective of these historical foundations and the debate that surrounded them, the Reformed view of the

sion of "order" at length in the hope of finding there an "order of grace" had to admit that "Calvin does not use that term" ("Responsible Man in Reformed Theology," 139; cf., *John Calvin Versus the Westminster Confession*, 23-4): Calvin clearly indicates the goodness of God and the divine intention to order the world for "the comfort and happiness of men" and argues that human beings ought to respect "the law of their creation" (cf., Calvin, *Commentary on the Book of Psalms*, 8:6, in loc. [CTS, I, 106] with idem, *Institutes*, I.iii.3), but he arguably avoids the term *grace* inasmuch as he typically uses the term quite strictly to be the divine response to sin. In a broader sense, grace can also indicate the divine gift of original righteousness and of the right ordering of reason, will, and affections in subjection to God (cf., Thomas Aquinas, *Summa theologiae*, Ia, q.95, a.1). In this sense Calvin — and the federal theologians as well — assume grace before the fall (cf., Calvin, *Institutes*, I.xv.1-3 with idem, *Commentary on Genesis*, 2:9 [CTS, I, 116-18]): this is precisely the issue of the scholastic doctrine of the *donum superadditum*.

58. Witsius, *De oeconomia foederum*, I.ii.7; cf., à Brakel, *Reasonable Service*, 1:374-75; cf., 336-41.

59. Witsius, *De oeconomia foederum*, I.ii.13.

60. Cf., Thomas Aquinas, *Summa theologiae*, Ia, q.95, a.1; Ia, IIae, q.109, a.2-3 with Heiko A. Oberman, *The Harvest of Medieval Theology: Gabriel Biel and Late Medieval Nominalism*, rev. ed. (Grand Rapids: Eerdmans, 1967), 128-45 and idem, "Facientibus Quod in se est Deus non Denegat Gratiam: Robert Holcot O.P. and the Beginnings of Luther's Theology," in *The Dawn of the Reformation: Essays in Late Medieval and Early Reformation Thought*, ed. Heiko A. Oberman (Edinburgh: T. & T. Clark, 1986), 84-103.

covenant of works, therefore, was constructed for the sake of undergirding the Reformation principle of salvation by grace alone.

Thus, contrary to the allegations of Rolston and Torrance, Witsius's and à Brakel's perspective on the conditions of the prelapsarian covenant, rooted in a sense of the congruity of the divine goodness with God's righteousness and of righteousness with a requirement that the creature conform to divine law, is hardly a legalism — certainly not in the usual negative sense. Witsius cites an unnamed opponent who had argued that there could have been no law before the fall inasmuch as "then the love of God prevailed, which requires no law." Only when "love is violated" must this natural state be altered and "a precept [be] superadded."⁶¹ Witsius responds with a series of points: First, "it is not the rigor of coercion that properly constitutes a law, but the obligatory virtue of what is enjoined, proceeding both from the power of the lawgiver, and from the equity of the thing commanded; which is here founded in the most holy nature of God, insofar as it is imitable by man." Apart from and prior to the problem of coercion, there is what the apostle James has called "the perfect law of liberty."⁶²

Second and third — from somewhat different perspectives — Witsius and à Brakel note that there is no contradiction between nature and law, whether in general or with reference to the natural loving relationship between parent and child, which itself is regulated by law. Fourth, it is contrary to the basic understanding of law to argue that it arises only after the entrance of sin, inasmuch as sin is itself "the transgression of the law."⁶³ And fifth, love is not "rendered less voluntary by the precept" granting that the law itself "enjoins love to be in every way perfect, and therefore to be most voluntary, not extorted by servile fear of [divine] threatening."⁶⁴ The fundamental, natural law of God, identical in substance with the decalogue,⁶⁵ is therefore inseparable from the goodness and love of God and, indeed, from the eventual promise of grace following sin. (The claim of the opponent, that the love of God "requires no law" ultimately opposes law to love and opens

61. Witsius, *De oeconomia foederum*, I.iii.5; cf., à Brakel, *Reasonable Service*, I, 358 (obj. 2).

62. Witsius, *De oeconomia foederum*, I.iii.6, citing James 1:25; cf., à Brakel, *Reasonable Service*, I, 356-58.

63. Witsius, *De oeconomia foederum*, I.iii.6; à Brakel, *Reasonable Service*, I, 358; cf., Calvin, *Institutes*, II.i.4 and Karlberg, "Reformed Interpretation of the Mosaic Covenant," 16.

64. Witsius, *De oeconomia foederum*, I.iii.6, citing 1 John 4:18.

65. À Brakel, *Reasonable Service*, I, 359; Witsius, *De oeconomia foederum*, I.iii.7.

the way for an assault on the necessity of Christ's satisfaction for sin and for an alternative atonement theory: à Brakel's argument that misunderstanding of the covenant of works will lead to error concerning Christ's work has struck home).

Given these relationships between law and grace, the two covenants, and the problems of sin and salvation, it should not be surprising that a central issue addressed in the Reformed doctrine of the covenant of works was the issue of federal headship and, therefore, the parallels between the first and the second Adam, the federal heads of the covenants of works and of grace. It is at this point that the soteriological ground of the doctrine of the covenant of works is most clearly presented, particularly in terms of its relationship to the doctrine of Christ's mediatorial headship and work of satisfaction.

Adam, in the covenant of works, "stood as the head of mankind (*caput totius generis humani*)," in his person "representing" the entire human race.⁶⁶ By the same token, as indicated by the apostle in Romans 5:11-15, Christ as the antitype of Adam stands as the representative of humanity in the covenant of grace and the "surety" of fulfillment or substitute for mankind in the violated covenant of works and before the law of God.⁶⁷ It is both the permanence of the divine promise of fellowship and the stability of the divine law as the standard of holiness and righteousness and, therefore, as the basis for fellowship with the holy and righteous God, that relates the covenants to one another: "the law declares, that there is no admission for any to eternal life, but on the account of a perfect and absolutely complete righteousness; [and] also, that every sinner shall undergo the penalty of death, the dominion of which is eternal" unless the penalty of sin is paid and "the dominion of death . . . abolished."⁶⁸

Drawing on the epistles to the Romans and the Galatians, Witsius argues the equivalency of the promises of the two covenants. Paul, he notes, "distinguishes the righteousness of the law from the evangelical" while at the same time indicating that "life" is promised under both covenants. Concerning legal righteousness, Paul writes "that the man which doth these things shall live by them" (Rom. 10:5) and concerning

66. Witsius, *De oeconomia foederum*, I.viii.30, citing Romans 5:12; à Brakel, *Reasonable Service*, 1:355.

67. À Brakel, *Reasonable Service*, 1:467-68, 472-75; cf., Witsius, *De oeconomia foederum*, I.viii.31; II.v.2.

68. Witsius, *De oeconomia foederum*, II.v.6.

evangelical righteousness, "the just shall live by faith" (Rom 1:17).⁶⁹ Even so,

On both sides, the promise of life is the same, proposed in the very same words. For the apostle does not hint by the least expression, that one kind of life is promised by the gospel, another by the law. . . . But the apostle places the whole difference, not in the thing promised, but in the condition of obtaining the promise. . . . That very life therefore was promised by the law to the man that worketh, which he now receives by faith in Christ. But to what man thus working was it promised? to the sinner only? Was it not to man in his innocency? Was it not then when it might truly be said, If you continue to do well, you shall be the heir of that life upon that condition. Which could be said to none but to upright Adam. Was it not then, when the promise was actually made? For after the entrance of sin, there is not so much a promise, as a denunciation of wrath, and an intimation of a curse, proposing that as the condition for obtaining life, which is now impossible. I therefore conclude, that to Adam, in the covenant of works, was promised the same eternal life, to be obtained by the righteousness which is the law, of which believers are made partakers through Christ.⁷⁰

The identical point is made by à Brakel with reference to the same texts.⁷¹

Arguably, both theologians here manifest the central reason for the doctrine of a covenant of works and its fundamental relationship to the doctrines of justification by grace through faith and Christ's satisfaction for sin: The issue is not to hammer home a legalistic view of life and salvation but precisely the opposite, while at the same time upholding the stability of divine law. There can be no salvation by works but only by a means that excludes works — in short, through faith in Christ. Nonetheless, the law is not void. Indeed, the law remains the representation of divine goodness, holiness, and righteousness placed in the heart and mind of Adam even as he was created in the image of God. Given the fact of sin, such a law can no longer hold forth its original promise of fellowship with God, but it remains the condition of fellowship just as it remains the temporal indication of the goodness, holiness, and righteousness of God. The covenant of works takes on for the fallen Adam the function of the

69. *Ibid.*, Liv.7.

70. *Ibid.*, Liv.7, citing Galatians 3:11-12.

71. À Brakel, *Reasonable Service*, I, 361.

second or pedagogical use of the law — precisely the function of the Mosaic law understood as the legal covenant or covenant of works: “It was the Lord’s will,” à Brakel writes, that Adam “would now turn away from the broken covenant of works, and, being lost in himself, would put all hope in the seed of the woman, which was promised to him immediately after the fall.”⁷²

The covenant of works, then, was violated and made void from the human side by the sin of Adam and Eve, rendering the promises of the covenant inaccessible to their posterity — but it was also, Witsius argues, abrogated from the divine side in the sense that God has clearly willed not to renew or recast the covenant of works for the sake of offering to fallen humanity a promise of life grounded in its own personal righteousness. In other words, God will not now, in the context of human sinfulness “prescribe a condition of obedience less perfect than that which he stipulated” in the original covenant of works.⁷³ Nonetheless, so far as the promise of eternal life is concerned, all of mankind remains bound to “a perfect performance of duty” and, so far as the law is concerned, all mankind remains subject to its “penal sanction”: Thus, sin does not render void nor the divine abrogation of the covenant of works remove “the unchangeable truth” of God’s “immutable and indispensable justice.”⁷⁴ Even so, Calvin had argued the “perpetual validity” of the law and had insisted that “the law has been divinely handed down to us to teach us perfect righteousness; there no other righteousness is taught than that which conforms to the requirements of God’s will.”⁷⁵

The divine abrogation of the covenant of works, then, does not abolish the promise of God or the condition of holiness and righteousness required for the fulfillment of the promise. And it is precisely because of this coordinate stability of promise and law that the covenant of grace becomes effective in Christ alone. When the apostle Paul writes, “Do we then make void the law through faith? God forbid: yea, we establish the law,” he indicates both that “the covenant of grace does not abrogate, but supposes the abrogation of the covenant of works” and that

72. Ibid., 363.

73. Witsius, *De oeconomia foederum*, I.ix.20.

74. Witsius, *De oeconomia foederum*, I.ix.17: cf., I.v.20; and see à Brakel, *Reasonable Service*, I, 375-77.

75. Calvin, *Institutes*, II.viii.5.

the covenant of grace is not [itself] the abolition, but rather the confirmation of the covenant of works, inasmuch as the Mediator has fulfilled all the conditions of that covenant, so that all believers may be justified and saved according to the covenant of works, to which satisfaction was made by the Mediator. . . . The very law of the covenant, which formerly gave up the human sinner to sin, when his condition is once changed by union with Christ the surety, does now, without any abolition, abrogation, or any other change whatever, absolve the man from the guilt and dominion of sin, and bestow on him that sanctification and glorification, which are gradually brought to perfection, which he shall obtain at the resurrection of the dead.⁷⁶

The stability of the law, guaranteed in the divine maintenance of the terms of the covenant of works, points not to a legalistic view of salvation but to the fullness of Christ's work of satisfaction and to the totally unmerited character of the salvation provided by grace through faith to believers. "Notice," writes à Brakel, "that the Lord Jesus subjected Himself" to "the same law Adam had . . . and in so doing He merited redemption and adoption of sons for the elect."⁷⁷

The ultimate relationship of the covenant of works to the covenant of grace and, equally so, of Adam to Christ as the old and new federal heads of the humanity, is established and outlined by Witsius, à Brakel, and virtually all of the major Reformed covenant theologians of the seventeenth century in their discussion of the "covenant of redemption" or *pactum salutis* between God and Father and God the Son.⁷⁸ Here also, as in the case of the covenant of works, we encounter a doctrinal construct, elicited according to the terms of the older Reformed hermeneutic, from the collation and exegetical analysis of a series of biblical passages. The doctrine itself probably originated with Cocceius, but its roots are most probably to be found in the earlier Reformed meditation on the trinitarian nature of the divine decrees.⁷⁹ While not attempting

76. Witsius, *De oeconomia foederum*, I.xi.23.

77. À Brakel, *Reasonable Service*, 1:361.

78. Witsius, *De oeconomia foederum*, II.ii-iv; à Brakel, *Reasonable Service*, 1:251-63.

79. See Johannes Cocceius, *Summa doctrinae de foedere et testamento Dei*, in *Opera omnia theologica, exegetica, didactica, polemica, philologica*, 12 vols. (Amsterdam, 1701-1706), 7: cap. V; cf., idem, *Summa theologiae*, locus 14, cap. 34-35; Schrenk, *Gottesreich und Bund*, 91-3; and cf., Richard A. Muller, "The Spirit and the Covenant: John Gill's Critique of the *Pactum Salutis*," in *Foundations: A Baptist Journal of History and Theology* 24 no. 1 (Jan. 1981): 5-6 and idem, *Christ and the Decree: Christology and Predestination in Reformed Theology from Calvin to Perkins* (1986; reissued, Grand Rapids: Baker Book House, 1988), 151-52, 161-62, 166.

to offer a discussion of the entire doctrine of the covenant of redemption, we can note here its function with respect to the two other covenants. In the first place, it is the eternal foundation of the covenant of grace, according to which Christ is established, in the depths of the Trinity, as the Redeemer, the new federal head of humanity, and the surety and sponsor of humanity in covenant: In short, the covenant of redemption is an "agreement between God and the Mediator" that makes possible the covenant of grace as an agreement between God and his elect. The covenant of grace thus also "presupposes" the covenant of redemption and "is founded upon it."⁸⁰

In the second place, the covenant of redemption established the eternal remedy for the problem of sin and ensured the full manifestation and exercise of the divine righteousness and justice both in the covenant of works and beyond its abrogation. As à Brakel comments, "The fact that God from eternity foreknew the Fall, decreeing that He would permit it to occur, is not only confirmed by the doctrines of His omniscience and decrees, but also from the fact that God from eternity ordained a Redeemer for man, to deliver him from sin: the Lord Jesus Christ whom Peter calls the Lamb, 'who verily was foreordained before the foundation of the world.'"⁸¹ By the covenant of redemption, the Son binds himself to the work of salvation and, therefore, to the fulfillment of the condition of fellowship with God for the sake of God's covenant people. Thus the promises, the conditions, and the penalties for failure to fulfill the conditions remain — but the conditions are met and the penalties satisfied in Christ. As eternally guaranteed by the covenant of redemption, "conditions are offered, to which eternal salvation is annexed; conditions not to be performed again by us, which might throw the mind into despondency; but by him, who would not part with his life, before he had truly said, 'It is finished.'"⁸²

V. CONCLUSIONS

The concept of the covenant of works that we have outlined in the thought of Herman Witsius and Wilhelmus à Brakel bears little resemblance to the caricature of Reformed federalism presented by writers like Rolston, Torrance, and Poole. The doctrine is so clearly based on a

80. Witsius, *De oeconomia foederum*, II.ii.1.

81. À Brakel, *Reasonable Service*, 1:374, citing 1 Peter 1:20; cf., *ibid.*, 252-53, 256-57.

82. Witsius, *De oeconomia foederum*, II.i.4.

careful consideration of the etymology of *bērīth* and *diathēkē* and on the exegesis of numerous passages in Scripture that the rather simplistic claim that the mistranslation of *bērīth* produced an unbiblical legalism cannot be maintained: As in the case of the biblical terms themselves, the implications of *foedus*, when used as the Latin equivalent of *bērīth* or *diathēkē*, rested on its context — on the specific meaning given to the term by its usage — rather than on a set of preconceived theological priorities, such as the radical priority of grace over law in the Barthian theology of Torrance and Rolston.

What is more, the older Reformed language of covenant of works did not indicate a radical priority of law over grace as these writers have argued. The clear implication of the doctrine is the ultimate parity of the divine attributes of righteousness and mercy or graciousness and the resultant balance of righteousness or justice (*iustitia*) with mercy and grace in the plan and work of God. Indeed, the formulation of an eternal covenant of redemption, moreover, together with the consistent priority of promise over condition in all of Witsius's and à Brakel's definitions of covenant, point toward the priority of the gracious divine will over law, of the divine intention of fellowship with the creature over the stipulation of conditions. Beyond this, the conditions themselves — the natural law and its revealed form, the Decalogue — are not arbitrary: They represent both the divine nature itself in its attributes of goodness, holiness, and righteousness, and the image of God in Adam and Eve. The sole condition for fellowship, therefore, is the divinely given reflection of God himself in his creature, understood as the fundamental law or order for creaturely existence.

The purported legalism of the continuing covenant of works as presented in the demands of the law is nothing less than permanence of the original divine intention to ground fellowship in the nature of God and in the *imago Dei*. Witsius and à Brakel recognized in their debate with seventeenth-century Arminian and Socinian adversaries that as long as covenant refers to a relationship between God and human beings, law must belong to covenant as much as promise. They also understood — as we should perhaps recognize in the theological presuppositions of the contemporary critics of the doctrine — that the denial of the covenant of works, the attempt to deny the legal element of covenant in general (and, today, the attempt to pit the Reformers against their successors), represent not only an alternative view of the original relationship between God and human beings but also an alternative theory of Christ's atonement and a theology that, at best, is less than traditionally Reformed.

The elements of the Reformed doctrine of the covenant of works that we have described here indicate the result a process of doctrinal development in the Reformed tradition. As such, the language of the doctrine is certainly different from the language of the Reformers and even from that of earlier successors to the original Reformers like Ursinus and Olevian or, indeed, in a slightly later time, William Perkins. Yet, the fundamental points of the doctrine, that the work of redemption must be understood both in terms of law and of grace, that human beings were created in and for fellowship with God under terms both of promise and of law, that Adam's fall was a transgression of God's law, that human inability after the fall in no way removes the standard or the demands of the law, and that the gift of salvation through Christ's satisfaction for sin both sets believers free from the law's condemnation and upholds the law's demands, remain virtually identical. The free gift of grace in the one covenant respects the stability of law in the other, while the presence of law under different uses in both covenants echoes both the immutability of the divine nature and the constancy of the divine promises.

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