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The Rhetoric of Law and the Epistle to the Hebrews

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ABSTRACT

The Epistle to the Hebrews demonstrates a complex of what scholars label technical legal terms. Enlisting a series of word studies, this thesis attempts to uncover where the author learned the terminology in order to understand more about the anonymous author and the theology of the Epistle to the Hebrews. This thesis examines terms in Heb 2:2-4; 6:13-18; 7:11-19; 8:13; 9:15-18; 10:9.
The Rhetoric of Law and the Epistle to the Hebrews

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Master of Arts

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By

Theodore Austin Holt IV

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To Amber, who has patiently and nobly endured a long race, allowing me to finish.
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CHAPTER I

INTRODUCING A COLLECTION OF LEGAL TERMS IN THE EPISTLE TO THE HEBREWS

The Problem

A hand-written letter to a struggling community opens with the spoken word of God. The anonymous author writes, “Long ago God spoke . . . by the prophets, but in these last days he has spoken to us by a Son” (Heb 1:1). After describing the grandeur of this son (1:2-14), the author urges his audience to pay attention to what they have heard (2:1). He reasons that the word of God has been valid (βέβαιος; 2:2) before and that just recompense (ἔνδικον μισθαποδοσίαν) accompanied its transgression (παράβασις) and disobedience (παρακοή). How much more sure was the word of the son, which was validated (ἐβεβαιώθη; 2:3) by those who heard? Not only is this word valid, but God testifies (συνεπιμαρτυρέω) to it “by signs and wonders . . .” (2:4). The vocabulary of this periodic sentence is vivid and attributes a judicial sense to the word of God.

In the following chapters, the word of God takes the shape of an oath. When speaking about the wilderness generation God says, “As in my anger I swore (ὀμνυῶ), ‘They shall not enter my rest’” (3:11; 4:3). God also swore to Abraham and having “no one greater by whom to swear, he swore by himself” (6:13). Apparently oath taking has certain requirements that make it a proper oath. As the author of Hebrews explains, an oath requires that “Human beings . . . swear by someone greater than themselves . . .”

1. Because this is the introductory chapter, all Scripture references are taken from the NRSV. In the following chapters, Biblical translations are mine unless otherwise noted.
Normally the one being invoked, God used the oath to demonstrate blessing to Abraham (Gen 22:16), of which the author of Hebrews offers an analysis.

Not only does the author state what an oath requires, he explains how an oath functions. Like the word of God in Heb 2:2-4, an oath (ὅρκος) is for confirmation (εἰς βεβαίωσιν), but this confirmation puts "an end (πέρας) to all dispute (ἀντιλογίας)" (6:16). The author contends that God wished to reassure the heirs (κληρονόμοις) about "the unchangeable (ἀμετάθετος) character of his purpose" (6:17). So, God guaranteed (μεσιτεύω) this by an oath. Hebrews 6:13-18 takes a concept found in the author’s Bible (Gen 22:16-17 [LXX]) and attributes to it a function found outside the Old Testament. The words ἀμετάθετος, ἀντιλογίας, μεσιτεύω, and πέρας never coordinate with ὅρκος in the LXX. Thus, something else must have contributed to the author’s knowledge of ὅρκος.

The concept of unchangeable (ἀμετάθετος) is contrasted with two objects that have a change (μετάθεσις) in Heb 7:12. The author says, “For when there is a change (μετατίθημι) in the priesthood, there is necessarily a change (μετάθεσις) in the law as well.” The discussion of the Law suggests words such as μετάθεσις, μετατίθημι, and consequentially ἀμετάθετος (6:17) have a legal context. The same follows for the vocabulary in 7:18, where Hebrews makes one of its more startling claims. The author writes, “There is, on the one hand, the abrogation (ἀθέτησις) of an earlier commandment because it was weak (ἀσθενές) and ineffectual (ἀνωφελές) (for the law made nothing perfect). . .” (7:18-19). This chapter suggests the author had a familiarity with legal discourse concerning a change in law. As with Heb 2:2-4 and 6:13-18, the author uses a collection of legal terms to communicate his theology in Heb 7:11-19.
This legal discourse continues in the rest of chapter 7, where the author discusses another oath of God. The author quotes Psalm 110:4, which says, “The Lord has sworn and will not change his mind, ‘You are a priest forever, according to the order of Melchizedek’” (cf. Heb 7:17; 7:21). This oath of God (ὁρκωμοσία; 7:20), which overrides the Law (7:28), makes Jesus “the guarantee (ἐγγυος) of a better covenant” (7:22). The word ἐγγυος also has a legal resonance, and is used for an intermediary who secures payment.\(^2\) The idea of Jesus as the legal security of a better covenant is developed in the next two chapters.

In Hebrews 8:6, Jesus is described this time as a “μεσίτης of a better covenant (διαθήκη).” The word is used only once in the LXX (Job 9:33), so its meaning must be found elsewhere. Albert Oepke states that μεσίτης “became one of the most varied technical terms in the vocabulary of Hellenistic law.”\(^3\) It is a legal term, which BDAG defines as mediator.\(^4\) This new covenant, which is mediated by Jesus, is “enacted (νομοθετέω) through better promises” (8:6). In addition to μεσίτης, the verb νομοθετέω suggests that 8:6 has a legal context, just like Heb 2:2-4; 6:13-18; and 7:11-28. In these passages, the author communicates his theology through legal terms.

The theme of the better covenant culminates in 9:15-22. Here the author explains how the death of Jesus inaugurated (ἔγκαινίζω; 9:18) the new covenant promised by Jeremiah (Heb 9:15). Repeating that Jesus “is the mediator of a new covenant,” Hebrews argues that the transgressions (παράβασις) under the first covenant (διαθήκη) were forgiven and that those who are called will receive their inheritance (κληρονομία). Then

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\(^3\) Albert Oepke, “μεσίτης, μεσιτεύω,” *TDNT* 4:598-624; here 599.

\(^4\) BDAG, 634.
the author states, “Where a will (διάθηκη) is involved, the death of the one who made it (διατίθημι) must be established (φέρω). For a will takes effect only at death (ἐπὶ νεκροῖς βεβαία), since it is not in force (ισχύω) as long as the one who made it (διατίθημι) is alive” (9:16-17). Then the author cites Exod 24:8 as the Scriptural precedence for these requirements (Heb 9:18-22).

Who knew that the inauguration of a covenant had such a procedure? The collective vocabulary here is oddly specific; the author’s understanding of the death of Jesus depends on an intimate knowledge about διαθήκη that is not found in his Bible. The author’s comment that “Indeed, under the law (νόμος) almost everything is purified with blood” (9:22a) suggests that the author understands that these requirements are mandated by the Law, but – again – the practice found in Heb 9:16-17 is mentioned nowhere in the OT. Hebrews 9:15-22 exemplifies a problem observed throughout the Epistle to the Hebrews.

The Epistle to the Hebrews exhibits a complex of legal terms as observed in Heb 2:2-4; 6:13-18; 7:11-28; 8:6; and 9:15-22. Moreover, the detailed arguments in these passages suggest the author possessed a robust knowledge of these terms. The problem is that the majority of the legal terms are not found in the Old Testament as used in Hebrews. Indeed, it is unclear where the author learned them. Therefore, I set out to answer this question: where did the author of the Epistle to the Hebrews learn his knowledge of collective legal terms?5 Identifying the origin of these legal terms will aid

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5. Essentially, this is a question asked in rhetorical criticism. The critic often asks from what school of rhetoric the author learned his or her style. For example, see Jack R. Lundbom, Jeremiah 1-20: A New Translation with Introduction and Commentary, The Anchor Bible Commentaries 21A (New York: Doubleday, 1999), 92. Lundbom references Donald C. Bryant, “Uses of Rhetoric in Criticism,” in Papers in Rhetoric and Poetic, ed. Donald C. Bryant (Iowa City: University of Iowa Press, 1965), 1-14; see pg. 2-4.
in understanding the theology of Hebrews, which at times depends on the terms (e.g., 9:15-22).

**Review of Research**

In order to answer my question, I need to set a framework of prior research. Relatively little has been said about the collective use of legal terms in Hebrews; most attention has been focused on the meaning of διαθήκη. Even less has been said about where the author learned his legal terminology. Nevertheless, those who discuss the legal terminology of Hebrews offer a foundation from which to investigate. The following commentators are listed synchronically in order to highlight where I can advance research.

Harold W. Attridge is one such commentator who observes the legal terminology of Hebrews. In his introduction, Attridge suggests the terms are metaphors found in “the standard rhetorical repertoire. . . .” This is the only place where Attridge addresses the legal terms collectively. He claims they are a part of common rhetoric, but never expounds upon where the author learned them. Throughout the rest of his commentary, Attridge discusses the terms on an individual basis. He labels the words as either “technical legal terminology” or “common Hellenistic legal terminology.” In addition, 

6. For example, see the two-page footnote of secondary sources that discuss διαθήκη in John J. Hughes, “Hebrews IX 15ff. and Galatians III 15ff.: A Study in Covenant Practice and Procedure,” NovT 21 (1979): 27-96; here 35n. 26. Because my focus is on the collective legal terms of Hebrews, discussion of some of Hughes’s secondary sources (as well as others) is reserved for my chapter 5.


8. For the technical sense, see βεβαιος (Heb 2:2 and 9:17; Attridge, Hebrews, 65n. 30), βεβαιω (2:3; 65n. 30, 67), συνεπιμαρτυρεω (2:4; 67n. 59), άθέτης (7:18; 203), ἀφανισμός (8:13; 228-9), φέρεθαι (9:16; 256n. 33), τοῦ διαθεμένου (9:16; 256n. 34), ἀναρει and ἵστημι (10:9; 275); for common, see ὁρκος (6:16; 180), βεβαιως (6:16; 180); ἀντιλογίας (6:16; 180), μετάπεθες and μετατιθεμένης (7:12; 200), ἔγγος (7:22; 208), μεσίτης (8:6; 221); as a special category see διαθήκη (7:22; 8:6; 9:15-17: 253-4) because it has “a technical legal connotation common in Hellenistic Greek. . . .” (255).
Attridge suggests the terms ἀναρέω and ἴστημι (Heb 10:9) are Hellenistic legal terms for a change in law.⁹ Attridge calls attention to the legal terms in the epistle and provides abundant primary references for understanding the legal terms in the Hellenistic world.

Similarly, Luke Timothy Johnson comments upon the collective legal terminology of Hebrews only once. He says, “Hebrews is unusually rich in its use of metaphors, which are . . . ways of structuring thought. Hebrews uses metaphors drawn from the realm of law (2:3-4; 6:16; 7:12) and property (2:14; 3:1; 6:13-18; 7:4-10; 9:16-22; 10:34; 11:1) [amongst other realms]. . . . these metaphorical fields are familiar in Greco-Roman culture.”¹⁰ Like Attridge, Johnson then discusses each legal term individually. With his primary references, he confirms Heb 2:2-4; 6:13-18; 7:11-28; 8:6; 9:15-18; and 10:9 as having a Hellenistic legal context.¹¹ In addition, Johnson adds two more words to the list of legal terms in Hebrews. He argues that ἀπαράβατος (Heb 7:24) and ἐντυγχάνω (7:25) are found in Hellenistic legal contexts as well.¹²

William L. Lane also discusses the legal terminology in Hebrews. He comments, “The most striking feature of the vocabulary [at Heb 2:1-4] is the turning away from language sanctioned by the LXX toward an idiomatic hellenistic diction.”¹³ He cites Hellenistic papyri for the legal context of βέβαιος, and notes it is an uncommon word in

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the LXX. Furthermore, the Hellenistic legal terms ἔνδικος (2:2) and συνεπιμαρτυροῦντος (2:4) are not found in the LXX. In contrast with Heb 2:2-4, the words ὄρκος, ἀντιλογία, and ὁμνύω (6:16) find “ample illustration in the LXX and in . . . the papyri.”14 When it comes to understanding διαθήκη (7:22; 8:6; 9:15-22), however, Lane consistently favors the Septuagintal idea of covenant.

Following the argument of J. J. Hughes, Lane refuses to posit διαθήκη as the Hellenistic last will or testament in Heb 9:16-17 because no διαθήκη in classical or papyrological sources required the death of the testator.15 In other sources, the heir could receive their inheritance before the testator’s death. Lane states, “Lexical and semantic considerations indicate that the writer has employed διαθήκη in a consistent way in 9:15-18 to mean ‘covenant’. . . .”16 He also argues that φέρειν cannot be a Hellenistic legal term because it never coordinates with διαθήκη in extrabiblical literature. The LXX uses it for bringing sacrifices, thus the context of 9:15-22. Arguing that ἐπὶ νεκροῖς refers to representative animal sacrifices (cf. ἐπὶ θυσιαῖς; Ps 49[50]:5), Lane concludes Heb 9:16-17 is a self-maledictory rite embedded in OT legal practice.17

Of final note, Lane occasionally comments on the form of legal expressions used by the author of Hebrews. Concerning Hebrews 6:13-16, Lane says, “The special use of κατά followed by a noun in the genitive to signify the guarantee of an oath (vv 13, 16)

14. Ibid., 149.

15. See William L. Lane, Hebrews 9-13, Word Biblical Commentary 47B (Dallas, TX: Word, 1991), 231n. p; see also notes q-s. Notice at 231n. p, Lane claims that “it is impossible . . . to harmonize the writer’s statements with any known form of hellenistic, Egyptian, or Roman legal practice.” Cf. J. J. Hughes, “Hebrews IX 15ff.,” 27-96.


17. For example, the practice in Jer 34:17-20. Ibid., 242-3. This conclusion is followed, but with modification, by Gareth Lee Cockerill, The Epistle to the Hebrews, NICNT (Grand Rapids: Eerdmans, 2012). Cockerill briefly mentions the legal terminology of Hebrews, but his comments do not add to what has already been stated.
occurs both in the LXX (cf. Gen 22:16) and in legal papyri (MM 322).¹⁸ Lane implies that εἰ μήν, an intensifier, regularly accompanies an oath in the LXX and papyri.¹⁹ He also observes that εἰς βεβαίωσιν (6:16) is a phrase that gives legal certification in transactions throughout the centuries.²⁰

Lane recognizes the abundance of legal terms in the Epistle to the Hebrews. Although he does not inquire as to where the author learned these terms, Lane provides many references for understanding their meaning. Most of his comments about the terms parallel those of Attridge and Johnson except for his discussion on διαθήκη, where he spends considerable time arguing for the Septuagintal meaning of covenant at Heb 9:15-18. Last, Lane draws attention to certain forms of legal expressions like those observed in 6:13-16.

The final commentator to be mentioned is Craig R. Koester, who provides crucial insights to the origin of the legal terms in Hebrews.²¹ Koester does not discuss the collective use of legal terms in the epistle, nor does he offer a comprehensive theory as to where the author learned his knowledge of these terms. He does, however, discuss the legal terms as they are used in papyri, which provide the closet parallel to the legal practices found in Hebrews.

Koester’s notes for Heb 6:13-20 offer examples of papyri that align the legal concepts of Hebrews with actual practices. One example is P. Oxy. 263.4-17, in which

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¹⁸. Lane, Hebrews 1-8, 149.
¹⁹. Ibid., 148n. d.
²⁰. Ibid., 149. Lane references MM, 108. Compare similar comments in Ellingworth, Hebrews, 464. He observes for ἐπὶ νεκροῖς (9:17) that ἐπὶ with a dative is used in a “variety of legal contexts.”
the purchase of Sarapous, “an eight-year-old female slave,” worth 640 drachmae, follows a format in which the seller swears by Emperor Vespasian against defect and guarantees (βεβαιω) the transaction.\textsuperscript{22} This papyrus exhibits the combination of βεβαιω and ὀμνύω in a legal transaction during the late first century CE.

Under his discussion of ἀμετάθετος (Heb 6:17), Koester cites \textit{P. Oxy.} 491.3-4 to show that a living testator possessed power to alter his will. Eudaemon, the testator, proclaims “So long as I survive I am to have power over my own property, to make any further provisions or new dispositions (μεταδιατίθεσθαι) I choose. . . .”\textsuperscript{23} Koester then cites another letter where an anonymous man registers his inheritance and swears his integrity by Emperor Trajan after his father’s death in \textit{P. Oxy.} 482.34-42. Both texts demonstrate a \textit{will} that awards the inheritance after the death of the testator. The first shows the ability of the testator to alter the will, while \textit{P. Oxy.} 482 shows that transfer of inheritance required the registration of the testator’s death.

Koester provides helpful sources for understanding the Hellenistic \textit{will} in correlation with ἀθέτησις (Heb 7:18).\textsuperscript{24} In \textit{P. Oxy.} 3.492.9, Thatres the testator warns that “the person attempting to set aside (πρός ἀθέτησιν) aught of [the stipulations] shall . . . forfeit a fine of 1000 drachmae . . .” preventing the ἀθέτησις of the will.\textsuperscript{25} Koester also

\textsuperscript{22} \textit{P. Oxy.} 263.4-17 (Grenfell and Hunt, \textit{The Oxyrhynchus Papyri: Edited with Translations and Notes} [vol. 2; The Egypt Exploration Fund; Oxford, 1899], 232); Koester, \textit{Hebrews}, 326-27.

\textsuperscript{23} \textit{P. Oxy.} 491.3 (Grenfell and Hunt, \textit{The Oxyrhynchus Papyri: Edited with Translations and Notes} [vol. 3; The Egypt Exploration Fund. Oxford, 1903], 195); see Koester, \textit{Hebrews}, 327.

\textsuperscript{24} Koester, \textit{Hebrews}, 355.

\textsuperscript{25} Grenfell and Hunt, 3:199.
adds that the use of διαθήκη with ἔγγυος (Heb 7:22) is rare, while ἐπίτροπος is normally the title of the “executor of a will. . . .”

In contrast to Lane, Koester states the insufficiency of Kilpatrick’s and Hughes’s arguments for the consistent use of διαθήκη as covenant in Heb 9:16-17. Rather, Koester proposes 9:16-17 as a rhetorical reflexio, in which the author of Hebrews transposes the Hellenistic meaning of διαθήκη to the Septuagintal covenant. He also argues for the legal sense of φέρω (9:16), citing a letter where an heir presents a notice to a scribe so that the death of his father may be documented. He also suggests ἰσχύω (9:17) has a legal sense, citing MM 308. Finally, Koester understands the διαθήκη of Heb 9:16-17 to refer to a Hellenistic last will and testament on account of the papyri.

In conclusion, commentators have noticed the legal terminology of Hebrews and have supplied primary sources in order to understand the meaning of these terms. Nonetheless, not much has been advanced in understanding where the author of Hebrews learned the complex of legal terms in his epistle. Attridge has suggested that the terms make up a part of standard rhetoric, while Johnson has suggested that the terms are common Greco-Roman metaphors, yet neither has developed these claims. On the other hand, Koester has advanced research with his use of papyri. He shows that the legal terms in Hebrews align with actual Hellenistic legal practices, yet Koester never constructs a comprehensive theory of where Hebrews learned his collective use of legal terms.

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28. Koester, Hebrews, 425n. 301; cf. 425n. 300 in which Koester also suggests a similitudo.

Finally, Lane’s comments, particularly those on Heb 9:15-18, demonstrate the need to determine how the Septuagint influences the author of Hebrews when he uses these terms. It is necessary for this study to consider data from the LXX in addition to the Greco-Roman world. Thanks to these commentators, a framework has been provided from which to advance our knowledge of the legal terms in the Epistle to the Hebrews.

**Method**

My primary aim, therefore, is to discover where the author of the Epistle to the Hebrews learned his knowledge of collective legal terms. In order to accomplish this, I conducted comparative word studies of select vocabulary used in the epistle. The word studies are not fully comprehensive – that is, where every instance of the word is accounted for and a thorough history of development presented. Rather, I chose references that I judged pertinent for understanding the Epistle to the Hebrews. I limited the scope of research to Greek texts written before the 5th century CE. This includes works of literature, the LXX, ostraca, and papyri. Preferable are references that occur before the 2nd century CE, but since some late references illuminated the epistle, they were accepted.

While I examined papyri and various lexicons, I also relied on the *Thesaurus Linguae Graecae* search engine for gathering primary references. Where appropriate, I cite the exact parameters of a search. This was done in the spirit of repeatability. Citing search parameters will provide the basis for claiming that certain combinations are unique.

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to Hebrews. Furthermore, citation is an attempt to guard against any user error of mine by allowing readers to search other combinations. Additionally, I only offer relevant results, for sometimes a search lists a result that showcases the targeted words, but is unrelated. Last, I acknowledge that the available data for historical analysis of the Greek language is incomplete. Simply because results are negative does not mean the author of Hebrews was the only individual to use a certain term or phrase. Nonetheless, the results of a TLG search provide a reasonable basis for making philological claims.

I did not include Latin, Hebrew, or any other non-Greek source because preliminary research showed it unnecessary. The work of Boaz Cohen shows that Jewish testamentary practices, which he gleans from Rabbinic sources, differ from the function of διαθήκη in Heb 9:16-17 and that διατίθημι later became a loanword in Rabbinic Hebrew. In addition, the Constitutio Antonina (212 CE) and the constitution of Severus Alexander (222-235 CE) show that the author of Hebrews could not have learned Heb 9:16-17 from Latin sources. No Roman citizen could legally write a will in Greek until these third century edicts. Although these facts eliminate only Hebrew and Latin testamentary practices, they caution against finding the remaining terms of Hebrews in non-Greek parallels. As will be demonstrated, Greek primary references suffice to answer my question.

At this point I want to be abundantly clear; I do not focus just on the use of διαθήκη, but the collective legal terminology of the epistle. That being said, the list of

terms considered legal has not been finalized. Johnson alone argues ἀπαράβατος (Heb 7:24) and ἐντυγχάνω (7:25) find use in legal contexts, which raises the possibility of other terms in the epistle being legal. Bearing this in mind, I have investigated the various vocabulary throughout Hebrews, but with a focus on Heb 2:2-4; 6:13-18; 7:11-28; 8:6; 9:15-22; and 10:9.

By employing word studies, I have found parallels that will answer what influenced the rhetoric of the author. A reference has been considered a parallel when it included not only the same term, but a similar function and form as expressed in Hebrews. Using the parallel sources, I intended to match the author of Hebrews within a similar historical group that used the terms in the same manner. This is an attempt to understand the rationale of the author when he uses the legal terms. If the evidence did not allow for the author to be matched to a specific group, I have then tried to locate the author within at least a broader tradition. I have divided my task into six chapters.

This first chapter has introduced a problem in the Epistle to the Hebrews. Not many scholars have focused on the collective use of legal terms in the epistle, but what has been said is enough to provide a framework for further research. I have laid out my aim as well as a method for answering my primary question. The rest of this chapter will now describe the shape of the following chapters.

Chapters 2-5 will showcase the above mentioned word studies. The legal terms under investigation seem to gather around a particular concept within a pericope. For example, what scholars label as legal terms in Heb 2:2-4 center on the two confirmed words (λόγος) of Heb 2:2 and 2:3. The following chapters will consecutively discuss each locus of legal terms in the epistle (Heb 2:2-4; 6:13-18; 7:11-19; 9:15-22). For each
chapter, I conducted a word study and asked two questions: (1) Are the terms of Hebrews actually legal terms as the author uses them? As has been shown, many reliable scholars have labeled them as such, but I needed to verify their labels in order to properly answer my question. (2) From where did the author learn the terms in the particular pericope? This is my primary question, but focused upon a smaller pericope instead of the entire epistle.

Chapter 6, my final chapter, combines the results from chapters 2-5 to determine if the author consistently employs the legal language – that is, if the author learned from one source or many. From this I discuss what the collective legal terms reveal about the author’s identity as well as the author’s theology. Finally, I state what contribution my thesis makes to the study of the New Testament as well as suggest areas for further research.
CHAPTER II

A WORD MORE SECURE THAN ANY LAW

A problem has been identified, the framework has been set, and the map has been revealed. It is now time to trudge through the literary landscape of the Greek language in order to understand the words written to a struggling community. This chapter will find the origin of the terms used to describe the two words of God in Heb 2:1-4, which Lane observes take a legal character.¹

The Two Reliable Words of Heb 2:2-4

On account of the coming salvation about to be inherited (1:14), the author tries to persuade his audience to hold on to the word of the Lord that was passed down to them (2:4). To accomplish this task, the author compares the message of the Lord to the previous word of God. The word spoken through angels accomplished what it promised, namely righteous punishment, and was proven reliable (λόγος ἐγένετο βέβαιος; 2:2). The author reasons that if God’s previous word was reliable, then so is the more recent word, which was confirmed (ἐβεβαιώθη) by those who heard on account of the Lord (2:3). Investigating the origin of βέβαιος will help answer where the author learned his use of the other terms that center around the two reliable words of God.

First it must be recognized that βέβαιος appears in many different contexts. For example, the term often appears in connection with ἄσφαλεια in the context of travel. Ceslas Spicq says, “These metaphors of land or sea routes . . . were traditional, like the

¹. Recall William L. Lane, Hebrews 1-8, Word Biblical Commentary 47A (Dallas, TX: Word, 1991), 35. From this point on, all biblical translations are mine unless otherwise noted.
union of two adjectives.” Heinrich Schlier refers to Plutarch to demonstrate the use of βέβαιος and ἀσφαλῆς. Portraying the capture of the city Pelusium, Plutarch says, “Antony was therefore sent with the cavalry, and he not only occupied the narrow pass, but actually took Pelusium, a large city, and got its garrison into his power, thus rendering its march safer for the main army and giving its general assured hope of victory (ἐμα καὶ τὴν ὄδον ἀσφαλῆ τῷ στρατεύματι καὶ τὴν ἐλπίδα τῆς νίκης ἐποίησε τῷ στρατηγῷ βέβαιον).” This reference, and others like it, show βέβαιος used in the context of safe travel, not law.

βέβαιος is often paired also with ἀκλινής (cf. Heb 10:23). Ceslas Spicq claims they are synonymous adjectives and then cites Philo and 4 Maccabees, et al. Philo says the reasoning of Moses stood against “unreasoning passion . . . steadfastly and unswervingly (βεβαίως καὶ ἀκλινῶς). . . .” In 4 Maccabees, the speaker lauds the mother of the seven sons and describes her conviction as steady (ἀκλινής; 4 Macc 17:3) while “maintaining firm (βεβαίαν) an enduring hope in God.” This abridged sampling of the different contexts of βέβαιος in Hellenistic literature warrants caution when labeling the origin of the term in Hebrews.

Similar to the Hellenistic world, the Epistle to the Hebrews exhibits a diverse use of βέβαιος. At Heb 6:19, the author uses the very nautical metaphors cited by Spicq. The

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3. Plutarch Ant. 3.4 (Perrin, LCL); TDNT 1:600. Cf TLNT 1:218n. 34.


5. Philo Somn. 2.278 (Colson and Whitaker, LCL). Cf. Philo Spec. Leg. 2.2.

6. NRSV.

7. Spicq, TLNT 1:218.
author also uses βέβαιος to describe the firm end (τέλους βεβαιῶν; Heb 3:14) of which the congregation should not let go. The verb, βεβαιώω, is used in the paraenesis to encourage the strengthening of the heart (βεβαιούσθαι την καρδίαν; Heb 13:9) against false teaching. It is clear that, just like its use in Hellenistic literature, βέβαιος does not exclusively carry a legal context in the Epistle to the Hebrews. In Heb 2:2-3, however, there are several possibilities, of either legal or non-legal sources, that could have influenced the author’s choice of the words “λόγος ἐγένετο βέβαιος.”

Ceslas Spicq writes, “Bebaios . . . often modifies logos: an utterance that is well founded, authorized and thus convincing.”8 Spicq refers to Plato, who, while discussing the basic elements of the universe, requires a term (λόγος) “that is reliable and stable (οὕτως ὡστε τινὶ πιστῇ καὶ βεβαίῳ χρῆσασθαι λόγῳ).”9 In another passage, Plato describes the ideal argument, “εἰ δόντος δὴ τινὸς ἄληθος καὶ βεβαιοῦ λόγου καὶ δυνατοῦ κατανοῆσαι (if there is any system of argument which is true and sure and can be learned. . . ).”10 Comparable to Plato, the rhetorician Lysias says, “καὶ μηδαμῶς τοῖς λέγοισι βεβαιώσητε λόγον τὸν πάντων πονηρότατον (And avoid giving any kind of confirmation to those who repeat the most wicked of all sayings).”11 Although expressed in a negative fashion, Lysias shows that a λόγος was something that could receive confirmation (βεβαιόω). In Greek literature, the combination of βεβαιός and λόγος is

8. Ibid., 1:280. Schlier also attests to the frequency of βέβαιος and λόγος, TDNT 1:600-603.
9. Plato Tim., 49b (Bury, LCL); Spicq, TLNT 1:280n. 1; cf. Plato Resp., V, 461e (TDNT 1:600-601).
10. Plato Phaed., 90c (Fowler, LCL).
used in the context of argument. Sometimes the terms assess the quality of an argument, while other times a saying. Regardless, they are not legal terms.

Hebrews 2:2 is not about a good argument, however, but about the word of God which was spoken through angels. This concept is found in other Second Temple Jewish literature, and is an idea that became associated with the giving of the Law to Moses on Mt. Sinai. Since the context of Heb 2:2 is the Mosaic Law, any source that uses βέβαιος to describe a νόμος might provide insight to what influenced the author. There are a few instances in Greek literature where βέβαιος is an attribute of a νόμος, but there are even more instances where the verb form is used (βεβαιόω). When the words βέβαιος and βεβαιόω are used to describe laws, they can then be labeled as legal terms. The sources which use βέβαιος and βεβαιόω to describe laws are numerous and spread throughout the centuries, thus making it difficult to make a connection to the author of Hebrews. There are, fortunately, three instances that show a similarity to the thought expressed in Heb 2:2.

Exegeting the text of Exodus, Philo discloses the significance behind the statement of Exod 24:16 which says, “And the glory of God came down upon Mount Sinai.” Philo is quick to emphasize the immutability of the Deity (θεῖον) and thus declares that, clearly, the essence of God (οὐσιώδης) did not descend the mountain, but it


13. Βέβαιος: Plato Leg., 838d; 960e; Aristotle Protr. 49; Demosthenes, Timocr. 37; 43; [Neae.] 93; Philo Spec. 2.13. βεβαιόω: Isaeus De Astyphilo 34; Lysias In Andocidem 29; Demosthenes Mid. 30; 76; 224; / Aristog. 99; Diodorus Siculus Bibliotheca historica 34/35.30a; Dionysius Halicarnassensis Ant. rom. 3.23.19; 5.70.4; 5.74.3; Philo Spec. 3.182; Josephus, Ant. 16.1.

14. Philo QE. 2.45 (Marcus, LCL).
was merely His glory (δόξα). Like the glory of a human king, the glory of the Deity demonstrated power and reassured the mind of the beholder with “the coming of God, Who was not there, as though He were coming for the firmest assurance of things about to be legislated (ὡς ἦκοντος θεοῦ πρὸς βεβαιοτάτην πίστιν τῶν μελλόντων νομοθετεῖσθαι).”¹⁵ The “things about to be legislated” is, obviously, the Law of Moses, which was attributed firm assurance by the glory of God coming onto Mt. Sinai. Here in Philo, it was not a λόγος that was certified, but the presence of God that signified certitude for that which was about to be legislated. Although the vocabulary and syntax differ, Philo QE 2:45 expresses an idea similar to the one in Heb 2:2.

In another passage, Philo describes not what was legislated, but the one legislating. Moses, according to Philo, “was the best of all lawgivers in all countries (τε νομοθέτων ἀριστος τῶν πανταχοῦ πάντων). . . .”¹⁶ He argues that the perfect Laws of God are better than the laws of any other country by this proof: anyone can observe history and see the numerous catastrophes that have shaken the customary laws (νόμιμος) of other locations (2.13). Even when a country experiences peace and luxury, the malcontent and greedy turn to violence (ὕβρις), which “is the enemy of law (ὕβρις δ’ ἀντίπαλον νόμῳ).”¹⁷ But only one, says Philo, is secure (τὰ δὲ τοῦτον μόνον βέβαια) and “remains stable from the day it was written until now.”¹⁸ Here, the subject of the sentence is slightly ambiguous since the author uses a demonstrative pronoun, but the line “ἀφ’ ἦς ἡμέρας ἐγράφη” suggests it is the written Law of Moses that is secure, unshaken, and

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¹⁵. According to Codex Procopius; Philo QE 2.45 (Marcus, LCL; See pg. 251; cf. 90n. d).

¹⁶. Philo, Mos. 2.12 (Colson, LCL); cf. Attridge, Hebrews, 65n. 30.

¹⁷. Ibid., 2.13 (Colson, LCL).

immovable.\textsuperscript{19} That Philo uses βέβαιος to describe the Law of Moses in \textit{Mos}. 2.14 is strengthened by 2.17 which says, “the laws . . . have been guarded securely through all time (πεφυλάχθαι τούς νόμους ἐν βεβαιίῳ). . . .”\textsuperscript{20} Again, the idea is similar to Heb 2:2, although the vocabulary and syntax differ. An avid writer, Philo expresses the reliability of the Law of Moses in two different books.\textsuperscript{21} This suggests it was a staple idea for the Jewish writer and reveals a possible connection to Hebrews.\textsuperscript{22}

Philo, however, is not the only Jewish writer to describe the Law of Moses as βέβαιος. Josephus defends the laws of Israel against Apion by focusing on the virtues of their lawmaker. The criteria of the best laws are as follows: the laws which are the oldest, the virtue of the lawmaker, and the ability of the lawmaker “to win over to the laws which he introduces those who are to live under them . . .”\textsuperscript{23} In \textit{Ap}. 2.156, Josephus argues Moses fulfilled the third criterion and says that, “after framing a code to embrace the whole conduct of their life, induced [Israel] to accept it, and secured . . . its observance for all time (καὶ βεβαιοτάτην εἰς ᾧ φυλαχθῆναι παρεσκεύασεν).”\textsuperscript{24} The

\begin{itemize}
\item \textsuperscript{19} Colson translates, “But Moses is alone in this, that his laws, firm, unshaken, immovable, stamped, as it were, with the seals of nature herself, remain secure from the day when they were first enacted to now . . .” Philo, \textit{Mos}. 2. 14 (Colson, LCL).
\item \textsuperscript{20} Colson, LCL.
\item \textsuperscript{21} Note that both \textit{QE} 2.45 and \textit{Mos}. 2.12 use νομοθετεῖω and βέβαιος. Interestingly, not only does the author of Hebrews share similar vocabulary concerning the Law (βέβαιος; Heb 2:2), but the author is the only writer of the NT to exhibit the use νομοθετεῖω (Heb 7:11; 8:6).
\item \textsuperscript{22} Several scholars have already suggested that these two passages are similar to Heb 2:2-4. Attridge says, “the formulation here [Heb 2:2] could reflect the common apologetic motif of the stability of the Jewish law.” Harold W. Attridge, \textit{The Epistle to the Hebrews: A Commentary on the Epistle to the Hebrews}, Hermeneia (Minneapolis: Fortress, 1989), 65n. 30; cf. Koester, \textit{Hebrews}, 206; James Moffatt, \textit{A Critical and Exegetical Commentary on the Epistle to the Hebrews}, The International Critical Commentary (Edinburgh: T & T Clark, 1924), 18; Paul Ellingworth, \textit{The Epistle to the Hebrews: A Commentary on the Greek Text}, NIGTC (Grand Rapids: Eerdmans, 1993), 138.
\item \textsuperscript{23} Josephus \textit{Ap}. 2. 153 (Thackeray, LCL).
\item \textsuperscript{24} Josephus \textit{Ap}. 2.156 (Thackeray, LCL).
\end{itemize}
superlative adjective, \( \beta\varepsilon\beta\alpha\iota\omega\tau\alpha\tau\eta\nu \), describes neither the Law nor Moses, but the ability of Israel to keep the Law, afforded by Moses’s leadership during the Exodus. Nonetheless, Josephus Ap. 2.156 is an instance where \( \beta\varepsilon\beta\alpha\iota\zeta\) is used in a discussion of Moses and the Law.

Josephus then argues that Moses served as the exemplified lawmaker by maintaining piety and not abusing power (Ap. 2.157-159). He then uses \( \beta\varepsilon\beta\alpha\iota\zeta \) again, but in a manner similar to Heb 2:2. According to Josephus, the piety and laws of Moses were the best way “to show great virtue and to offer the most secure help, by legislating (\( \alpha\upsilon\tau\delta\upsilon\\nu\omicron\iota\zeta\omega\nu \)), to those having had made him leader (\( \delta\upsilon\tau\omicron\zeta\ \alpha\upsilon\tau\omicron\zeta\ \tau\epsilon\ \tau\alpha\ \mu\alpha\lambda\iota\sigma\tau\alpha\ \tau\eta\ \\acute{\alpha}r\eta\tau\eta\ \\epsilon\pi\iota\delta\iota\epsilon\iota\zeta\epsilon\iota\nu \) \( \tau\omicron\iota\zeta\ \alpha\upsilon\tau\omicron\zeta\ \nu\omicron\iota\zeta\xi\nu\omega\nu \) \kappa\iota \sigma\omega\tau\eta\rianda \tau\omicron\iota\zeta \ \alpha\upsilon\tau\omicron\zeta \ \eta\gamma\epsilon\mu\omicron\omega\nu \ \pi\epsilon\sigma\omicron\iota\mu\iota\mu\epsilon\nu\omicron\) \( \beta\varepsilon\beta\alpha\iota\omega\tau\alpha\tau\eta\nu \ \pi\alpha\rho\acute{e}\acute{\epsilon} \iota\nu \)).”25 In the context of lawmakers, \( \nu\omicron\iota\zeta\omega \) means “enact,” which is fitting for Ap. 2.159.26 Thus, the help that is most secure (\( \beta\varepsilon\beta\alpha\iota\omega\tau\alpha\tau\eta\nu \)) is the law that Moses enacted.27 Here, Josephus employs the superlative of \( \beta\varepsilon\beta\alpha\iota\zeta \) to amplify the Law of Moses. Against Apion 2.156-159 differs in vocabulary and syntax, but presents an idea similar to the one found in Philo and Hebrews – that the word of God is reliable.

There are four sources in Greek literature that label the Law of Moses reliable using a cognate of \( \beta\varepsilon\beta\alpha\iota\zeta \): Philo QE 2.45; Mos. 2.14, 17; Josephus Ap. 156-159; and Heb 2:2-3. These three authors have one thing in common: a high competency in and regard for the LXX. Therefore, the reliable word spoken through angels originates from a

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25. Josephus Ap. 2.159. My translation. Cf. Thackeray’s translation, “in the belief that this was the best means of displaying his own virtue and of ensuring the lasting welfare of those who had made him their leader” (LCL).

26. LSJ 1179.2.

27. That the subject of \( \beta\varepsilon\beta\alpha\iota\omega\tau\alpha\tau\eta\nu \) is referring to the Law receives support from the previous line when Josephus says, “[Moses] considered it incumbent on him to live piously and to provide for his people an abundance of good laws (\( \epsilon\omicron\omicron\omicron\omicron\omicron\omicron\omicron\omicron\mgamma\iota\omicron\omicron\omicron\omicron\omicron\)). . . .” Josephus, Ap. 2.159 (Thackeray, LCL).
Jewish tradition that influenced the author of Hebrews. Not enough evidence exists to identify the author of Hebrews within a specific group that valued the LXX, but Heb 2:2-3 has more in common with Philo and Josephus than Plato and Lysias. Sharing an instinct with Philo and Josephus, the author of Hebrews uses βέβαιος to remind the audience of the reliability of God’s word spoken on Sinai – that is, the Law of Moses. Ipso facto, this same sort of legal certitude is applied to the word spoken to the original hearers. This recent revelation is as reliable as the most secure of laws.

Every Transgression and Disobedience

According to the author of Hebrews, the reliable word spoken through angels punished every transgression and disobedience (Heb 2:2). ἡ παράβασις and παραβαίνω are terms used to communicate the breaking of an agreement, as Johannes Schneider suggests. Originally, the words had a spatial meaning, but more often than not, they indicate transgression. Schneider notes the rarity of the spatial meaning in the papyri and says, “The word [παραβαίνω] is commonly used for breaking the stipulations in agreements, also in penal clauses and wills. . . .” As Schneider shows, these agreements can be laws (νόμος; Aeschines Ctes. 204), promissory notes (χειρογραφία; P. Amh. 2.35, 30), oaths (ἄρκοι; P. Par. 46, 12), a person’s word (λόγος; P. Oxy. 3. 526, 10), and even

28. Note, this is not a claim about the author’s ethnic identity. Rather, it is a claim about what tradition influenced the author. It is a tradition from those who value the Bible. Also, this is not a new claim. Again, Attridge hints in his footnote that these three writers reflect a similar tradition, although Attridge does not expound in detail. See Attridge, Hebrews, 65n. 30; cf. Koester, Hebrews, 206.

29. One cannot help but also see an overlap with the rhetorician’s assessment of an argument (ὁ λόγος βέβαιος) seen in Plato and others. See my pg. 17n. 11-12.


31. Ibid., TDNT 5:736, 739.

32. Ibid., TDNT 5:737.
wills (διαθήκη; *P. Oxy* 3.494, 28). Curiously, the attestation of παράβασις is rare outside the NT. Moulton and Milligan only list two papyri for the noun παράβασις and they were written in the fifth and sixth centuries CE. Schneider notes the papyri usually showcase the word παραβασία.

Labeling παραβαίνω and παράβασις exclusively as legal terms misrepresents their use in the Hellenistic world. A transgression of a law can happen, but so can the transgression of oaths, agreements, and the words of an individual. Study of the papyri and Classical Greek sources is unable to isolate a particular source that influenced the author’s choice of παράβασις in Heb 2:2-4. The Septuagint, however, contains over 65 instances of παραβαίνω.  

Just like the non-Jewish literature, the Septuagint uses παράβασις and παραβαίνω in various contexts. Tobias asks the angel Raphael to inform his father about his recent wedding so that he does not break the oath (παραβηναι τὸν ὄρκον αὐτοῦ) he swore to Raguel (Tobit 9:3, א). Also, παράβασις is used to communicate the transgression of oaths in 2 Macc 15:10 when Judas Maccabee decries “τὴν τὸν ὄρκων παράβασιν” by the Gentiles. Of course, there are many acts of transgression against the Law. For example, Isaiah warns of the desolation of the land (24:1) and explains this is because the inhabitants “transgressed the Law (παρέβησαν τὸν νόμον),” and altered the commands, the eternal covenant (διαθήκη).

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33. Schneider, *TDNT* 5:737 shares many of the same papyri references as MM 480, who confirm Schneider’s claims.

34. See *HRCS* 2:1055-56.

35. Isa 24:5; cf. Sir 19:24; 2 Macc 7:2; 3 Macc 7:12.
Most revealing for the Epistle to the Hebrews, however, are instances when someone transgresses (παραβαίνω) against a λόγος or a διαθήκη in the LXX. In the famous scene where the Lord rejects his king, Saul petitions Samuel, “I have sinned because I have transgressed the word (παρέβην τῶν λόγων) of the Lord and your word (ρῆμα) because I feared the people and I obeyed (ἠκουσα) their voice” (1 Kgdms 15:24). Saul asks forgiveness but is denied. Just like Heb 2:1-4, transgression happens by disobeying what was heard. This disobedience was followed by punishment. The same concept is operative in 4 Kgdms 18:12, but on a much larger scale. For the last time, the Northern Israelite king did evil in the sight of the Lord (17:1-2), so the Lord sent Shalmaneser, the king of Assyria, to take the people from the land and enslave them (18:9-11). The author explains why: “because they did not obey (ἠκουσαν) the voice (φωνῆς) of the Lord their God, and they transgressed His covenant (παρέβησαν τὴν διαθήκην), everything that Moses, the servant of the Lord, commanded (ἐντείλατο) – and they did not obey (ἠκουσαν) and they did not do (ἐποίησαν).” Recalling the covenant made under Moses, the author explains that the exile happened because the people did not listen, nor did they do what Moses commanded.

The two passages are similar. There was a transgression (either of a λόγος, or a διαθήκη), in the context of what the Lord had spoken, followed by punishment. Fourth Kingdoms 18:12 is even more helpful for understanding Heb 2:1-4. The transgression is in the context of the covenant made on Mt. Sinai as well as the commands (ἐντείλατο) of Moses, and the explanation for the Exile is twofold: they did not listen, and they did not

36. For other instances of λόγος and παραβαίνω in the LXX, cf. 1 Es. 4:5; Sir 39.31.
37. For other instances of διαθήκη and παραβαίνω in the LXX, cf. Josh 7:11, 15; 23:16; 8:1; Ezek 16:59; 17:15, 16, 18, 19; 44:7.
do. This is a synonymous parallelism, but instrumental for understanding Heb 2:2-4, which says righteous punishment happened for transgression (παράβασις) and disobedience (παρακοή) of the word (ὁ λόγος), spoken on Mt. Sinai.

Hebrews 2:1-4, however, is not a direct quotation of 4 Kgdms 18:12, nor is it an immediate allusion. Rather, the use of παράβασις at Heb 2:2 reflects a tradition that imitates the Septuagint. Many times both Philo and Josephus use the words παράβασις and παραβαίνω to describe the breaking of the Law of Moses. After listing the first five of the Ten Commandments, Philo turns to discuss the punishment of their transgression (παράβασις). After describing the tabernacle, Josephus writes about the garment of the high priest and that the stones upon it lit up when God was present. He concludes that the stones no longer shine because God became “displeased at the transgressions of his laws (τῇ παραβάσει τῶν νόμων).” Similar to 4 Kgdms 18:12, there was a transgression of the Law followed by punishment. The παράβασις of the Mosaic Law that garners punishment is also seen in the work of the Apostle Paul when he says, “where there is no Law (νόμος), neither is there transgression (παράβασις)” (Rom 4:15b, cf. 2:23; Gal 3:19).

Although παράβασις and παραβαίνω are terms sometimes used in Hellenistic legal contexts, the use of παράβασις in Heb 2:2 results from the LXX, which is imitated by those who value the Law. Transgressing the Law of Moses results in punishment, and punishment happens to those who do not listen or do.

That final clause of 4 Kgdms 18:12 segues into a brief discussion of παρακοή, which Attridge says, “is particularly appropriate in this context where the law is

38. Philo Spec. Leg. 2. 242. For the use of παραβαίνω, see Mos. 2. 49. Cf. the references in Schneider, TDNT 5:736-40.

39. Josephus Ant. 3.218; cf. 214-218. For the use of παραβαίνω in Josephus, see Ant. 8.115.
portrayed as God’s speech, since etymologically it means a failure or refusal to hear.”

According to Spicq, παρακοή is “unknown in the LXX and in the papyri earlier than the eighth century.” He observes the verb παρακούω is well-attested in literature, but the noun is not. The few occurrences in the NT are sufficient for understanding the term’s meaning. The παρακοή (disobedience) of Adam made the many sinners (Rom 5:19), whereas every disobedience (πᾶσαν παρακοήν) of the Corinthian church receives punishment (ἐκδικήσατε; 2 Cor 10:6). Similar to the use of παράβασις, the use of παρακοή in Heb 2:2 imitates the idea found in the LXX that punishment resulted from transgressing or disobeying what Moses commanded.

In summary, the author of the Epistle to the Hebrews learned the synonyms παράβασις and παρακοή from the LXX. The author’s use of παράβασις comes from the LXX, while the author’s use of παρακοή results from the concept of disobedience found in the LXX. For those who love the Law, παράβασις and παρακοή recall a familiar means of communicating disobedience to God’s voice. This disobedience can happen to God’s laws, oaths, covenants, or words. In the case of Heb 2:2, the transgression and disobedience happened to the word of God spoken on Mt. Sinai. Hebrews 2:2 imitates the LXX and recalls the conditions that led to exile.

**Received Just Recompense**

Understanding where the author learned ἔλαβεν ἐνδίκον μισθαποδοσίαν requires focus on ἐνδίκον because no known source uses μισθαποδοσία before the writing of

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42. See Gerhard Kittel, “παρακοή,” *TDNT* 1:223.
Hebrews and λαμβάνω is frequent.⁴³ One might conjecture that ἔνδικος is a textual variant because of the overwhelming use of ἔκδικος and its cognates in the Greek Bible, but there are no variants according to the NA²⁸ and Paul uses it in Rom 3:8.⁴⁴ It turns out that ἔνδικος is a very old word; its first recorded instance is in Pindar.

In *Olympia*, Pindar uses ἔνδικος to describe the praise “which rightly (enance) [came] from the tongue of Adrastos the seer.”⁴⁵ This passage has nothing to do with law, but is a way of expressing what is deserved. The word ἔνδικος, however, finds use in a legal context in Plato Leg. 915d.⁴⁶ Concerning the disputed ownership of livestock, priority shall be given to the “substantial and lawful owner (ἀξιόχρεων τε καὶ ἔνδικον).”⁴⁷ The word ἔνδικος means that which is right, but certain contexts have behind them the weight of law.⁴⁸

I was unable to find a context in which ἔνδικος occurs with λαμβάνω, or even μισθοδοσία or μῆθος (cognates of μισθαποδοσία).⁴⁹ There is an instance, however, where λαμβάνω occurs with δίκη, the cognate of ἔνδικος, that provides context for understanding ἔνδικος. Demosthenes accuses Aeschines of accepting bribes and

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⁴³ H. Preisker and E. Würthwein, “μισθός, μισθόω, μίσθιος, μισθωτός, μισθαποδοσία, ἀντιμισθία,” *TDNT* 4:695-728; see pg. 697.

⁴⁴ Gottlob Shrenk, “ἐκδικέω, ἔκδικος, ἔκδικησις,” *TDNT* 2:442-446.


⁴⁶ Cf. Attridge, *Hebrews*, 65n. 34; He also suggests *IG* 5(2).6.33 (4th century BCE); *IG* 2(2).46c56; *IG* 3.23; 11.22. See also Plato Leg. 954a.

⁴⁷ Plato Leg. 915d (Bury).

⁴⁸ LSJ 560.

⁴⁹ *TLG* Advanced Lemma “λαμβάνω” and “ἐνδίκος” 1 lines near first (All Forms); Advanced Lemma “ἐνδίκος” and “μισθος” 1 lines near first (All Forms); Advanced Lemma “ἐνδίκος” and “μισθαποδοσία” 1 lines near first (All Forms); Advanced Lemma “λογος” and “ἐνδίκος” 1 lines near first (All Forms).
commands the court, “pronounce him guilty and exact a penalty adequate to his crimes (καταψηφίσασθ’ αὐτοῦ καὶ δίκην ἀξίαν τῶν ἀδικημάτων λάβετε).”\textsuperscript{50} Demosthenes shows δίκη in the legal context of a given (λαμβάνω) punishment, which suggests that the combination of δίκην and λαμβάνω is a legal phrase. With the papyri, Moulton and Milligan show that δίκη becomes the word for lawsuits in the Hellenistic era.\textsuperscript{51} This suggests its cognates have a similar bearing. The cognates of ἔνδικος, the similar use of λαμβάνω in Demosthenes, and the context of the Mosaic Law (Heb 2:2) show ἔλαβον ἔνδικον μισθαποδοσίαν has a legal sense. It is difficult to determine where the author learned the terms and idea of ἔλαβον ἔνδικον μισθαποδοσίαν because the use of ἔνδικος spans many centuries and μισθαποδοσία does not appear before the writing of Hebrews. There is one reference, however, that provides traction for understanding what influenced the author at Heb 2:2.

The already mentioned use of ἔνδικος in Romans 3:8 parallels Hebrews. Arguing that God shows no partiality (Rom 1:16; 2:9-11), Paul speaks of the advantages held by the Jews (Rom 3:1-2) and that the faithlessness of some demonstrates the faithfulness of God (3:3). He anticipates the accusation of promoting evil (3:8a) and refutes such a position with a strong condemnation: “ὁν τὸ κρίμα ἔνδικόν ἐστιν (of which their judgment is just)” (Rom 3:8b). The source of judgment in the immediate vicinity here comes from God (3:5), but Rom 3:3-8 sits in a wider context of punishment that results from the Law (Rom 2:17-29; cf. 3:2, τὰ λόγια τοῦ θεοῦ), which is a major theme featured throughout the rest of the letter (e.g., 5:20; 7:7). Thus, Paul’s use of ἔνδικος describes the punishment that accompanies the disobedience of God’s Law.

\textsuperscript{50} Demosthenes \textit{Fals. leg.} 8 (C. A. Vince and J. H. Vince, LCL).

\textsuperscript{51} MM 163.
No other source parallels the exact wording ἐλαβεν ἔνδικον μισθαποδοσίαν, but the passage in Rom 3:8 suggests a shared tradition with Hebrews. Both Heb 2:2 and Rom 3:8 speak of a just punishment resulting from the disobedience of God’s Law. There is no evidence to suggest that the author of Hebrews learned ἔνδικον μισθαποδοσίαν from Paul. Rather, both authors reflect a Septuagintal idea – that disobedience of God’s word warrants righteous punishment (e.g., Deut 28:15) – despite the fact that the LXX does not use ἔνδικος. What source influenced the author’s choice of μισθαποδοσία, or the choice of ἐλαβεν ἔνδικον, is impossible to determine with certainty. Nonetheless, this idea of a just punishment for transgression of the Law is fitting within a tradition that values the LXX and the Law of Moses.

While God Corroborated by Signs and Wonders

In Heb 2:3, the author chose a peculiar word to assure that God corroborated what the audience had heard. Συνεπιμαρτυρέω is found nowhere else in the NT, nor even the LXX. Harold W. Attridge labels it as “legal language,” due to the other legal terms in Heb 2:2-4 (e.g., βέβαιος, ἐβεβαιώθη, ἔνδικον), although fully aware of the non-legal sense of “confirm” as used in Philo Mos. 2.123 and Ep. Arist. 191. Attridge supports his claim through the etymological linking of συμμαρτυρέω, which finds expression in a legal formula in BGU 1.86.40 (MM 610).

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52. Curiously, there is an idea similar to Heb 2:2 in a fragment of Euripides, “λόγον δίκαιον μισθῶν ἐν λόγους φέροις.” See A. Nauck, Tragicorum Graecorum fragmenta (Leipzig: Teubner, 1889; repr., Hildesheim: Olms, 1964), fragment 890. The phrase translates roughly into “the just reward of the words is in what the words bear.” This passage is repeated by Aristotle (Eth. eud. 1244a.11) and even finds itself in a third century CE private letter (P. Oxy. 55.3811). Perhaps this is a Greek proverb that originated in Euripides’s play, but no evidence exists to conclusively demonstrate this influenced Hebrews.

53. Again, ἐκδίκησις, the cognate of ἔνδικον, appears in biblical literature. See 2 Cor 10:6 (ἐκδικέω); Mic 7:4; Ezek 16:41.

Surveying the use of συνεπιμαρτυρέω in Greek literature, however, reveals a more precise context within which the verb is used. Two sources exist that use συνεπιμαρτυρέω in the context of a court of law. Polybius uses the term to show that the Roman Senate received confirmation of an enemy troop report. He writes, παρόντων δὲ καὶ Θετταλῶν καὶ συνεπιμαρτυροῦντων τοῖς Δαρδανίοις (“The Thessalians arrived and confirmed [the message of] the Dardanians”).55 Likewise, Diodorus Siculus writes that the testimony of Gracchus and his “fellow commissioners” confirmed (συνεπιμαρτυρέω) the message of the Olympiad envoys and convinced the Senate to welcome the Roman alliance with king Ariarathes.56 Both passages are historical narratives about actions of the Roman Senate and show the term is appropriate for a legal setting.

Nonetheless, the majority of sources use συνεπιμαρτυρέω to express proof in non-legal arguments.57 In the midst of a cosmological argument Aristotle says, “And all ages bear witness to this fact (συνεπιμαρτυρεῖ δὲ καὶ ὁ βίος ἁπας), and allot the upper region to God. . . .”58 Here συνεπιμαρτυρέω communicates a logical deduction in a non-legal argument. Theophrastus, the 4th-3rd century BCE philosopher, uses the term similarly. In *Caus. plant.* 5.14.2, Theophrastus uses συνεπιμαρτυρέω to demonstrate a logical proof when discussing the correlation between weather and ice. In the same manner, he uses συνεπιμαρτυρέω to demonstrate a logical proof in the mixing of wine (*Caus. plant.*

55. Polybius *Historiae* 25.6.4, my translation.


57. See Critodemus 112.33 (W. Kroll, *Codices Romani*, Catologus Codicum Astrologorum Graecorum, vol. 5.2 [Brussels: Lamertin, 1906]); *Let. Aris.* 191; Philo *Mos.* 2.123; *I Clem.* 23.5.2; 43.1.5; Plutarch *Frat. amor.* 486c; *De laude* 539d; 542c; Galen 9.748.6; 11.703.15; 15.583.1; 17b.480.6; Vettius Valens 2.35.16; 2.38.29, 217; 4.7.51; 4.20.32; 4.23.33; 4.25.37; 7.6.50 (D. Pingree, *Vettii Valentinis Antiocheni anthologiarum libri novem* [Leipzig: Teubner, 1986]); Athenaeus *Deip.* 8. 595e; Porphyry *Comm. harm.* 37.25 (3rd CE); Oribasius *Collectiones medicæ* 14.7.3. The remaining majority are late Christian theology, some medical works and some astrological works, none of which have legal contexts.

58. Aristotle *Mund.* 400a, 15 (Forster and Furley, LCL).
These sources demonstrate συνεπιμαρτυρέω in contexts of advanced argumentation.

Sextus Empiricus exemplifies this use of συνεπιμαρτυρέω when he discusses the confirmation of a λόγος. The word occurs only once in the known corpus of Sextus Empiricus, during a dense epistemological discussion about the non-evident (ἀδηλον). As a part of his argument, the philosopher offers an example in which a person declares it is daytime. Sextus then explains how the speaker arrived at the true belief. He writes, “Then by referring the statement [“It is daytime”] to the fact (τὸ πρᾶγμα) and learning that the fact’s existence is confirmatory (συνεπιμαρτυροῦσαν) of the statement (τῷ λόγῳ), we say that the statement is true.”69 Unlike other instances where multiple proofs confirm something (e.g., Polybius Historiae 25.6.4), συνεπιμαρτυρέω here describes only one proof in Math. 8.323: the self-evident fact. The context of this passage is not legal, but of argumentation. Writing a century after Hebrews, Sextus Empiricus reflects a philosophical tradition that is concerned with assessing arguments. Συνεπιμαρτυρέω is the language of those who know how to argue and reflects the background of someone educated in argument.

The use of συνεπιμαρτυρέω in other contexts – such as rhetoric, astrology, and medicine – inhibits discovering precisely where the author learned the term. Given its rarity and its use in refined arguments, however, it is probable that the term is used by those trained in argumentation – that is, rhetoric. Nevertheless, before fully comprehending the significance of the author’s choice of συνεπιμαρτυρέω, the origin of the phrase “signs and wonders (σημείοις τε καὶ τέρασιν; Heb 2:4)” needs consideration.

69. Sextus Empiricus Math. 8.323 (a.k.a Against the Logicians 2.323; Bury, LCL).
The author of Hebrews is distinctive in using συνεπιμαρτυρέω, but he is not the only NT writer who uses a cognate of μαρτυρέω to articulate God’s proof by signs and wonders. The formula of signs and wonders has its roots in the LXX. A likely candidate of origin is Deut 4:34 or 6:22, which speaks of the σημείοις and τέρασιν that accompanied the Exodus. Another candidate is Joel 3:3, “and I will give wonders (τέρατα) in the heavens and upon the earth,” which Luke quotes in Acts 2:19 adding, “σημεία (signs) ἐπὶ τῆς γῆς.” Regardless of whichever LXX passage originated the phrase, it became a Christian tradition. Comparing how the formula is expressed in other NT texts will show the significance behind the use of συνεπιμαρτυρέω in Hebrews.

The combination of σημεῖον and τέρας happens sixteen times in the NT, most of which occur in Acts. Four of these instances add δύναμις to the formula. There is, however, only one passage that uses the formula σημεῖον καὶ τέρας in combination with μαρτυρέω. Paul and Barnabas arrived at the Iconium synagogue and win a great multitude of Jews and Gentiles to belief. There was, however, a group of those unconvinced who eventually incited the entire city of Iconium into division (Acts 14:4). Before that city-wide division happened, the Apostles had continued to preach, “being emboldened in speech by the Lord, who testified His message of grace by giving signs and wonders (παρρησιαζόμενοι ἐπὶ τῷ κυρίῳ τῷ μαρτυροῦντι [ἐπὶ] τῷ λόγῳ τῆς χάριτος

60. See Attridge, Hebrews, 67; Koester, Hebrews, 207; Lane, Heb 1-8, 40; Thompson, Hebrews, 58. Cf. Deut 13:1-2(2-3); Matt 24:24 and Mark 13:22.


63. Acts 2:22; 2 Thess 2:9; Rom 15:9; 2 Cor 12:12.

64. Interestingly, there are no instances of μαρτυρέω and σημεῖον in the LXX: TLG Advanced Lemma “μαρτυρέω” and “σημεῖον” 1 lines near first (Septuaginta; All Forms).
Luke uses language similar to Hebrews 2:4 to describe the testimony of God. This correlation of language does not necessarily mean that Luke influenced the author of Hebrews, however. The vocabulary and syntax differ; Heb 2:4 includes δόναμις similar to the formula in Rom 15:19 and 2 Cor 12:12, and many NT authors use the formula of signs and wonders. Both Acts and Hebrews share an early Christian tradition that originated from the LXX and communicates the confirming actions of God.

In summary, the author of the Epistle to the Hebrews learned the phrase σημείος τε καὶ τέρασιν from an early LXX/Christian tradition, which the author appropriated for his own purposes. This is rather obvious and not a new claim. The use of συνεπιμαρτυρέω, however, says something about the author. The word occurs nowhere else in the Bible, whereas μαρτυρέω and its cognates appear over fifty times in the NT. Even Luke, the ever gifted writer, uses μαρτυρέω to speak of God’s testimony (Acts 14:3). The author’s use of συνεπιμαρτυρέω reflects a learned background in rhetoric, which he has added to a Christian tradition. The term contributes to the legal character of Heb 2:1-4 and further characterizes the word spoken by the Son as secure as law, confirmed by God’s demonstrative power.

Conclusion

Hebrews 2:2-4 exhibits a collection of vivid vocabulary terms that results from various sources. The discussion of the two reliable words results from a Jewish tradition.

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that praises the Law of Moses, which uses Hellenistic terminology associated with the reliability of law. The author’s use of παράβασις and παραβάνω imitates the idea of transgression and disobedience found in the LXX. Determining the origin of ἔλαβεν ἔνδικον μισθαποδοσίαν is difficult, but use of the term is expected of someone who values the Law. Last, the use of “signs and wonders” shares a Christian tradition that imitates the LXX, but it is one the author infuses with the influence of rhetoric. All-in-all, the author employs these legal terms in order to convey that the word spoken by the Son, which includes a promise of salvation, is more secure than any other law.
CHAPTER III

GOD, THE HEAVENLY RHETORICIAN OF HEB 6:13-20

The Common Practice of Oath Making

The sender of *P. Oxy*. 3.482, whose name has been lost, had inherited property in the village of Senemeleu after the passing of his father Demogenes. Demogenes benefited his son through a will he made at the record-office (ἀγορανομείου) “in the month Tubi, of the first years of the deified Nerva. . . .”¹ The son received only a small fraction of a house and a courtyard, but it was property that required registration nonetheless. Writing to the βιβλιοφύλακες in 109 CE, the son observes that the will was unaltered at the time of Diogenes’ death (ἐφ’ Ἡ καὶ ἀμεταθέτῳ ἐτελεύται; 35-36), and concludes, καὶ ὁμνύω Αὐτοκράτωρ Καῖσαρ Νεροῦαν Τραϊανόν Σεβαστὸν Γερμανικὸν Δακικὸν μὴ ἐψεδόθαι (37-41). This papyrus exhibits a custom not unfamiliar to those having lost a family member, but this particular process required a formulaic oath sworn to somebody greater, through which the son confesses not to have lied.

*Papyrus Oxyrhynchus* 482 represents only one of the many oaths used in everyday Hellenistic life.² Different oaths were used for various occasions. Johannes Schneider has written a wonderful chapter about Greek oath-making, which chronicles the different forms of oaths beginning with Homer up to the Roman period.³ Samples

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² Cf. also for example, *P. Oxy*. 240, 246, 251, 253, 255, 257, 258, 259, 260, 262, 263. Note, a few of these are lacunae (e.g., *P. Oxy*. 253), and the editors insert the oath formula used.

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from the Oxyrhynchus Papyri collection demonstrate the various occasions for oaths. In
*P. Oxy.* 3.482, an oath is used in the context of inheritance, while *P. Oxy.* 2.259
demonstrates an oath in the context of surety (ἐγγυάω). Oaths are also used when an
official takes office (e.g., *P. Oxy.* 972), in the notification of a death (e.g., *P. Oxy.* 1030),
or in the notification of payment (e.g., *P. Oxy.* 382). Oaths were commonplace in the
Greco-Roman world.

Not only were they common, oaths carried a sociological weight unfamiliar to
post-modern societies. The oath gained credence from the threat of the gods. This
understanding of the oath can be observed when Diodorus Siculus explains why people
swore an oath at the geysers of Pelici (11.89.5-8). He writes, “Since so divine a majesty
pervades the sacred area [made obvious by the loud geysers], the most sacred oaths are
taken there and men who swear falsely are immediately overtaken by the punishment of
heaven.” Of course, rhetoricians warned against the manipulation of an oath (Aeschines
*In Ctes.* 208.9), but the oath maintained its sociological function in antiquity. The oath
even counted as viable evidence in ancient law courts and was a means to resolve a
certain type of case.

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3. Johannes Schneider, “ὅρκος, ὅρκίζω, ὅρκομοσία, ἐνορκίζω, ἐξορκίζω (ἐξορκιστής), ἐπιόρκος,

4. At least the society I experience, where countless TV villains have sworn on their mother’s
garbage. The closest contemporary parallel to the weight of an ancient oath is in the present-day court of law,
where perjury receives a fine or other punishment.

5. Diodorus Siculus 11.89.5 (Oldfather, LCL). Reference found via Waser, “Eid,” *PW* 5.2076-
2084; here 5.2083.

6. For examples of the oath in the ancient law court, see the Law of Gortyn III.1-12; IV.1-8;
Gortyn* (Kadmos Supplemente 1; Berlin: De Gruyter, 2013); R. Dareste, B. Haussoullier, Th. Reinach,
Despite the various instances of the oath in antiquity, scholars have already identified a source which closely parallels Heb 6:13-18. Attridge writes, “The language for the description of an oath’s function [Heb 6:16] involves common Hellenistic legal terminology and is paralleled in Philo’s discussion of oaths.” Almost all scholars refer to Philo’s analyses of oaths when discussing Heb 6:13-18. A few scholars, however, have offered an additional source that provides insight into Heb 6:13-18. Spicq, deSilva, and Thompson all turn to classical rhetoric for understanding an oath’s function. This chapter, therefore, begins with the place of the oath in rhetoric and ends with a comparison of Heb 6:13-18 and Philo’s analyses of oaths. The aim of this chapter is to answer where the author learned the highlighted terms of Heb 6:13-18.

**The Oath as the Rhetorician’s Proof**

**A Brief Review of Scholarship**

What scholars have already written about the relationship of rhetoric and Heb 6:13-18 requires review. Ceslas Spicq is the earliest commentator to turn to rhetorical treatises as a means of understanding Heb 6:16. Spicq writes:


7. Following the author’s argument, Heb 6:13-20 makes a pericope. In this section, however, I often reference Heb 6:13-18 because scholars claim technical legal terms are in these verses. Verses 19 and 20 seem to lack legal terms, although they complete the pericope.


Ainsi, en cas de contestation entre adversaires . . . l’autorité sacrée invoquée conclut toute discussion . . . et le serment intervient comme une garantie. Aristote, *Rhét.* 1, 15, 1375 a mentionne le serment comme l’une des cinq preuves judiciaires extra-techniques, à côté des textes de lois, des dépositions des témoins, des conventions, et des aveux arrachés sous la torture.  

Spicq cites Aristotle *Rhét.* 1.15.1, which describes the oath as one of five inartificial proofs. He also cites Anaximenes *Rhét. ad Alex.* 17.1, which discusses the function of an oath and how to argue with or against it. Spicq goes on to acknowledge the use of βεβαίωσις in Heb 6:16 as a technical legal term that expressed a legally backed guarantee, often found in the papyri.  

Although only a brief reference to rhetoric, Spicq plants a seed for understanding Heb 6:13-18.

The seed is cultivated by David A. deSilva, who offers a thorough sociological and rhetorical criticism of the epistle. He also references Aristotle and Anaximenes, but deSilva gives a more detailed explanation of an oath’s place in rhetoric. He writes:

> Oaths are regularly offered as *proofs* in forensic speeches, alongside the evidence of witnesses, legal contracts, and the like. While rhetorical handbooks do present the possibility of raising doubts, in a legal battle, concerning the reliability of oaths, it appears to have been a truism that oaths carried great weight toward the establishment of certainty with regard to the ‘facts’ of a case. According to Philo (*Somn.* 1.12), “the uncertain things are confirmed and the things lacking conviction receive confirmation (τὰ ὀδύβασα βεβαιοῦται καὶ τὰ ἀπόστα λαμβάνει πίστιν)” by means of oaths.

DeSilva uses rhetorical categories and Philo *Somn.* 1.12 to emphasize the effect of an oath on the audience as a means of assurance. Further, deSilva’s observation of how an oath functions in a forensic speech compares to the function of oaths in Heb 6:16. This

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suggests that rhetorical theory can answer the question of where the author learned his understanding of oaths.\(^{13}\)

James W. Thompson also supports the investigation of rhetorical theory as a means to understanding Hebrews when he demonstrates how the categories of *inventatio* operate in Hebrews 1-4. He identifies the *exordium*, the *narratio*, *refutatio*, and *confirmatio*, as well as the rhetorical devices employed such as *synkrisis* and maxims. Thompson cites Aristotle *Rhet.* 1.15 in order to demonstrate the various proofs (πίστεις) available for an argument.\(^{14}\) While later arguing that the earliest Christians viewed Scripture as an acceptable proof, Thompson turns to the author’s use of oaths and writes, “The readers would have been aware of the significance of oaths as supporting arguments. Here one may compare Philo’s frequent appeal to oaths.”\(^{15}\)

These scholars make rhetoric sound like a promising candidate for where the author learned his terms in Heb 6:13-18. An oath counts as an acceptable proof in the art of argument, whereas the author of Hebrews says, καὶ πάσης αὐτοίς ἀντιλογίας πέρας εἰς βεβαίωσιν ὁ ὅρκος (“and to them the oath is a conclusion of an entire dispute for confirmation . . .” [6:16b]). The similarity in concept demands a closer inspection of the language used in rhetorical theory. Before examining the primary sources, however, a contemporary debate concerning rhetoric’s influence on another NT author must be acknowledged.

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13. Koester *Hebrews*, 334 references *Rhet. ad Alex.* 17 to make the point that an oath could be contested, but the audience of Hebrews would not contest an oath of God. It is a brief reference, and Koester does not go into detail about the function of oaths. Pg. 333 briefly acknowledges an oath can settle a dispute.


15. Ibid., 370. Italics mine.
Carl Joachim Classen attempts to settle whether or not the Apostle Paul had formal training in rhetoric. He identifies several technical rhetorical terms in the corpus of Paul. In Phil 1:7, Classen argues that βεβαίωσις is a technical term from rhetoric. He writes, “Commentators call ἀπολογία and βεβαίωσις ‘forensic technical terms’. . . . I would rather say that βεβαίωσις belongs to the rhetorical terminology developed for procedures used by orators in the courts of law.”16 While disagreeing with Classen’s primary claim, Ryan S. Schellenberg argues that the use of βεβαίωσις in Phil 1:7 carries a generic sense of “confirm.” Although disagreeing with Classen’s take on Paul, Schellenberg still concedes that βεβαίωσις “certainly is technical in the Rhetorica ad Alexandrum (32.1; 36.17, 19), where it denotes a discrete section of a speech that follows the statement of facts and provides confirmation thereof.”17

While unable to agree on Paul’s rhetorical background, these two scholars at least agree that βεβαίωσις is a technical rhetorical term. No one has yet applied this knowledge to the Epistle to the Hebrews. Rather, most commentators have argued the εἰς βεβαιοσίν of Heb 6:16 is a technical legal phrase originating from the Attic legal practice of guaranteeing sales found in papyri up to the 7th century CE.18 Thanks to the work of previous commentators and the debate concerning Paul’s background, I will now argue that the author’s use of εἰς βεβαίωσιν in Heb 6:16 and the accompanying terms of Heb


17. Ryan S. Schellenberg, “Rhetorical Terminology in Paul: A Critical Reappraisal,” ZNW 104, no.2 (2013): 177-91; here, 182. Credit for recommending this source as well as the overall direction into rhetorical theory must be given to Dr. James Thompson, without whom I would have missed entirely the influence of rhetoric on Heb 6:13-18. Any error belongs to me.

18. Attridge, Hebrews, 180n. 25; Moffatt, Hebrews, 87; Koester, Hebrews, 327; Ellingworth, Hebrews, 340; Johnson, Hebrews, 170; Lane, Hebrews, 1-8, 149; Schlier, TDNT 1:602-603; Spicq, TLNT 1:280n.3; Ibid., Hébreux, 2:161; James W. Thompson, Hebrews, Paideia (Grand Rapids: Baker Academic, 2008), 138.
6:13-18 results from a formal background in rhetoric. My argument starts with the use of βεβαίωσις in Rhetorica ad Alexandrum 32 and 36.

**Rhetorica ad Alexandrum**

*Rhetorica ad Alexandrum* begins as if it were a letter of Aristotle addressed to his student, Alexander the Great. Perhaps a later hand added the introduction, but the handbook is not the work of Aristotle, as is evident from differences of technical terms and style and a lack of a philosophical analysis on rhetoric. Authorship is attributed to Anaximenes of Lampsacus on account of a reference by Quintilian (*Inst. 3.4.9*). The rhetorical handbook of Anaximenes instructs its readers how to argue, and it divides oratory into three genres: deliberative (δημηγορικόν), epideictic (ἐπιδεικτικόν), and forensic (δικανικόν). Anaximenes further divides each genre into seven species: exhortation, dissuasion, eulogy, vituperation, prosecution, defense, and investigation.\(^{19}\)

While discussing the arrangement of a forensic speech, Anaximenes writes about the part of a speech called confirmation. Anaximenes places it after the narrative of facts. It is an opportunity to confirm what has been immediately argued. Anaximenes writes:

> Τα δ' μετα ταυτα έσται βεβαίωσις, ἂν μὲν ἀντιλέγηται τα πράγματα ὑπὸ τῶν ἀντιδικον, ἐκ τῶν πίστεων, ἂν δὲ ὁμολογηται, ἐκ τῶν θυσίων καὶ τῶν συμφερόντων καὶ ἐκ τῶν τούτων ἀκολούθων. τάτετε δ' δεῖ τῶν μὲν πίστεων πρώτας τας μαρτυριας καὶ τα ἐκ τῶν βασάνων ἤμεν ὁμολογηθέντα, ἃν ὑπάρχη. ἢπειτα βεβαιουν, ἂν μὲν πιθανα ή, γνώμαις καὶ ἐνθυμήμασιν, ἢπα μὴ παντελῶς πιθανα ή, τῇ εἰκότι, ἢπειτα τοις παραδείγμασι καὶ τοῖς τεκμηρίοις καὶ τοῖς σημείοις καὶ τοῖς ἐλέγχοις, τελευταίον δὲ τοις ἐνθυμήμασι καὶ ταῖς γνωμολογίαις, ἢπα μὴ ὁμολογήται τα πράγματα, τὰ μὲν πίστεις ἐντεόν, τῇ δὲ δικαιολογία ώσπερ ἐν τοῖς ἐμπροσθεν χρηστέον. καὶ τούτον μὲν τὸν τρόπον βεβαίωσομεν (*Rhet. ad Alex. 36.17-18*)

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H. Rackham translates:

The next section will be confirmation. This will be based on proofs if the facts are denied by the opposite, but on considerations of justice and expediency and the like if they are admitted. First among the proofs must be placed the evidence of witnesses and confessions that we have obtained by torture, if any be available. Next this evidence must be confirmed by means of maxims and general considerations, if it be convincing, or if not entirely convincing, by probability, and then by examples, tokens, signs and refutations, and by considerations and the enunciation of maxims to finish with. If the facts are admitted, proofs may be passed over, and legal arguments employed, as in the earlier passages. This is the way in which we shall effect confirmation. (LCL; my italics)

The term here translated “confirmation” is βεβαίωσις. Anaximenes argues that βεβαίωσις is useful when the opposing party disputes (ἀντιλέγω) the facts (πρᾶγμα) of a case. He writes that if the facts are opposed, then the rhetorician should argue with proofs (ἐκ τῶν πίστεων), prioritizing witnesses (μαρτυρία) and evidence from torture (βάσανος). He expresses a similar sentiment when discussing the place of confirmation in a deliberative speech. He writes, “After [the narrative of facts (διηγήσεις)] comes confirmation, the method by which we shall confirm the facts already stated as being of such a nature as we undertook to show them to be, by means of proofs and considerations of justice and expediency.”

The astute reader might notice that the discussions of confirmation in Rhet. ad Alex. 32.1 and 36.17 lack mention of an oath, which is the centerpiece of Heb 6:13-18. As has already been observed with Spicq, an oath is one of five inartificial proofs (τῶν ἀτέχνων πίστεων) according to Aristotle (Rhet. 1.15.1). Anaximenes also considers the oath as a type of proof. He defines an oath as “an unproved statement supported by an

appeal to the gods,” and concludes the wider section, “We have now carried out our intention of summarily reviewing all the kinds of proof (τὰς πάσας πίστεις). . . .”\(^{21}\) In the forensic speech Anaximenes prioritizes proof from witnesses and torture for confirmation, but confirmation is not restricted to these two proofs (36.17-18). Likewise, Anaximenes prioritizes “the customary course of events, examples, considerations, and the opinion of the speaker” for the deliberative speech, but allows room for “any other proof available.”\(^{22}\) Anaximenes emphasizes what proofs works best for confirmation, but the oath is one of the available proofs in the rhetorician’s repertoire.

In *Rhet. ad Alex.* 32.1f. and 36.17-18, βεβαίωσις functions as a technical rhetorical term for a part of a speech (forensic or deliberative). One of the many types of proof that the rhetorician uses to make a βεβαίωσις is an oath. As will be demonstrated, the various components of confirmation are accounted for in Heb 6:13-18. Furthermore, Anaximenes’ category of βεβαίωσις explains parts of Heb 6:13-18 that are more difficult to reconcile exegetically (e.g., πράγμα; 6:18). Before arguing that βεβαίωσις is a technical rhetorical term in Heb 6:16, I must first address the consensus that εἰς βεβαίωσιν in Heb 6:16 is a technical legal phrase for a guarantee. This is necessary, for *Rhet. ad Alex.* 32.1 and 36.17 lack the preposition εἰς, whereas εἰς βεβαίωσιν is often found in the papyri for a legal guarantee.

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22. Ibid., 32.1 (Rackham, LCL).
The Problem of εἰς βεβαίωσιν

Often cited is the work of Gustav Adolf Deissmann, who demonstrates from the papyri that βεβαίωσις is a technical legal term lasting at least seven centuries.\(^23\) He claims that the author of Hebrews intentionally evokes this legal sense of “guarantee” when writing that an oath is εἰς βεβαίωσιν (Heb 6:16). Deissmann writes, “We do not need to give it the same sharply-defined sense which it had in Attic jurisprudence (guarantee in regard to a sale): it must be interpreted more generally; at all events it is still a technical expression for a legal guarantee.”\(^24\) Deissmann reaches his conclusion by arguing that βεβαίωσις was a widely used technical term in Egyptian Greek, the author of Hebrews is Alexandrian, and the context of Heb 6:16 is “permeated by juristic expressions. . . .”\(^25\)

Non-papyrological sources (i.e., literary), however, reveal the diverse range of εἰς βεβαίωσιν. Philo recognizes the legal nuance of a sale εἰς βεβαίωσιν when he comments on Lev 25:23.\(^26\) He quotes Lev 25:23 and then uses loan language to communicate that “possession (κτήσις) [of] things are God’s, and only as a loan (χρήσις) do they belong to created beings.”\(^27\) That Philo understands εἰς βεβαίωσιν as a legal term of commerce in Cher. 109 is substantiated by his return to Lev 25:23 in Cher. 118-123, when the


\(^{24}\) Deissmann, Bible Studies, 107.

\(^{25}\) Ibid.

\(^{26}\) Ibid., 106 discusses Lev 25:23, but not Philo. Deissmann argues that the non-literal LXX translation perfectly communicates the theological idea behind the original Hebrew – that a legally guaranteed sale of the promised land is prohibited because it belongs to God. Cf. MM 108.

\(^{27}\) Philo Cher. 109 (Colson and Whitaker, LCL). For χρήσις as loan terminology, see MM 692; cf. LSJ, 2006 4.III.
groveling lower beings (ὤνουμένους and πιπράσκοντας; 122) are juxtaposed against God, who expects no gain from His gifts (122-23).

Philo uses εἰς βεβαιῶσιν again in Mut. 155, but without any legal context. In an attempt to avoid attributing unbelief to Abraham, Philo explains away the laughter of the patriarch in Gen 17:17 and writes, τὸ δ’ εἰς εὐσεβείας βεβαιῶσιν διὰ τὸ μόνον χαρίτων καὶ ἄγαθὸν νομίζειν τὸν θεὸν αἰτιον (“he laughs to shew that the thought that God alone is the cause of good and gracious gifts makes strong his piety”).28 The syntax of τὸ δ’ εἰς εὐσεβείας βεβαιῶσιν parallels that of the previous clause, τὸ μὲν εἰς πίστιν, which is often synonymous with βέβαιος.29 This passage lacks a legal context; rather it discusses the virtues of the patriarch.

In another passage, Philo discusses the role of Moses as a prophet and reprehends the one blaspheming God.30 Philo belittles his interlocutor and writes, “Answer me, thou man, Does anyone curse God? Then what other god does he call on to make good the curse (εἰς τὴν τῆς ἁρᾶς βεβαιῶσιν), or is it clear that he invokes the help of God against Himself?”31 The use of εἰς βεβαιῶσιν offers nothing to suggest the phrase operates as a technical legal term here.32 Instead, the phrase is a means of invoking a higher power to guarantee a curse. A legal guarantee does not fit the context.

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28. Philo Mut. 155 (Colson and Whitaker, LCL).
29. TLNT 1:280n. 1; Cf. Plato, Tim. 49b.
31. Philo Mos. 2.199 (Colson, LCL).
32. Although in the previous section, Philo mentions the lawless (ἐκνομος, ἀθεσμος; 198), the context is of those who disobey God and εἰς βεβαιῶσιν attributes the curse.
Philo, however, is not the only author to use εἰς βεβαίωσιν in a generic (non-legal) manner. Josephus offers a lengthy account of Vespasian’s rise to power in *Jewish War*. Vespasian realized the strategic importance of Alexandria and was “eager to obtain control [there], with a view to the stability of the empire at large (εἰς βεβαίωσιν τῆς ὀλῆς ἠγεμονίας).” Writing to the governor, Tiberius Alexander, Vespasian gained control of Alexandria through peaceful means (616-618). Camping in Antioch, Vespasian deliberated the next step of his campaign, and “he decided that affairs in Rome were more important than a march to Alexandria, seeing that the latter was secured (τὴν μὲν βέβαιον οὖσαν ὄρον), whereas at Rome Vitellius was creating general disorder.” As the cavalry of Vespasian approached Rome, Antonius defeated Vitellius (647-654) and captured Rome for Vespasian. Josephus writes about the victory, “The people, freed at length from terrors, acclaimed Vespasian emperor, and celebrated with one common festival both his establishment in power (τὴν τε τούτου βεβαίωσιν) and the overthrow of Vitellius.” Josephus uses βεβαίωσις and βεβαιόω to describe Vespasian’s ascension to Emperor. In *J. W.* 4. 616, εἰς βεβαίωσιν describes the national security available through obtaining Alexandria, not a legal guarantee. The word βεβαίωσις is used again to describe the establishment of Vespasian in *J. W.* 4.655. The use of βεβαίωσις does not work here as the technical legal term Deissmann observed in the papyri.

Sextus Empiricus also uses εἰς βεβαίωσιν in a non-legal manner. He uses the noun twice in order to assess the quality of an argument. Discussing the place of a sign (σημεῖον) in epistemology, he argues, “that which is taken as a proof for the

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34. Ibid., 4.631 (Thackeray, LCL).

35. Ibid., 4.655 (Thackeray, LCL).
establishment of sign (εἰς τὴν σημεῖον βεβαίωσιν) is either sensible or intelligible.”

Later in his treatise, Sextus Empiricus similarly uses εἰς βεβαίωσιν to discuss the generic. He writes, “I mean, to establish a certain particular proof in order to confirm the generic (εἰς βεβαίῳσιν τῆς γενικῆς).” Twice, Sextus Empiricus employs εἰς βεβαίωσιν in the context of argument, not as a technical legal term.

Summarizing, the above passages show that εἰς βεβαίωσιν is not always a technical legal term. Fascinatingly, Philo exhibits awareness of εἰς βεβαίωσιν as a technical legal term in Cher. 109, but he does not use the same phrase as a technical legal term in Mut. 155 and Mos. 2. 199. In addition, Josephus and Sextus Empiricus show that more than one author used εἰς βεβαίωσιν non-legally. To borrow a phrase from James Barr, one questions if εἰς βεβαίωσιν is “semantically bound” to the concept of a legal guarantee as observed by Deissmann. Returning to Hebrews 6:16, Deissmann’s claim, that εἰς βεβαίωσιν is “a technical expression for a legal guarantee” in Heb 6:16, stands on the ubiquitous use of εἰς βεβαίωσιν as a technical legal term. The use of βεβαίωσις in

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38. Having not yet mentioned Philo *Spec. Leg.* 2.24, all of the above sources are the only occurrences of εἰς βεβαίωσιν in literary sources before Christian literature (e.g., Clement of Alexandria *Protr.* 10.94.3): *TLG* Advanced Lemma Search “βεβαιωσις” and “εις” 6 words near first (All Forms).

39. James Barr, *The Semantics of Biblical Language* (Oxford: Oxford University Press, 1961; repr., London: SCM Press, 1987), 251. There is not space here to incorporate the work of Barr, but his criticisms of the *TDNT* have encouraged the current conversation. The phrase semantically bound occurs when Barr criticizes Kittel’s use of “new content” for Biblical Greek. Barr refers to the idea of ἀλήθεια as a technical term and says, “many Greek words which are used in the great philisophic systems are still not so technical to such usage as to become semantically bound to it.” Essentially, not every appearance of a technical term (i.e., a word or phrase that has a special meaning) constitutes the technical meaning. In Barr’s context, not every instance of ἀλήθεια constitutes the “Greek metaphysical usage,” nor does it always mean “God alone being the truth” (251). Context determines if a technical term is used.

40. As well as Lev 25:23 and some places in Paul. For the quotation, see Deissmann, *Bible Studies*, 107.
the literary sources, however, shows that context determines semantic range and that not every occurrence of the phrase is a legal guarantee.

The Argument for βεβαίωσις as a Part of a Speech in Heb 6:16-18

Having now demonstrated that the meaning of εἰς βεβαίωσιν is not restricted to the legal guarantee argued by Deissmann, I can now show that the part of a speech, which Anaximenes labels βεβαίωσις, operates in Heb 6:16-18. This is because components of βεβαίωσις can be identified in Heb 6:16-18. In addition to answering where the author learned the terms, Rhetorica ad Alexandrum also explains the author’s use of πάσης αὐτοῖς ἀντιλογίας πέρας (Heb 6:16) and δόο πραγμάτων ἀμεταθέτων (6:18).

According to Anaximenes, the βεβαίωσις of a forensic speech has several components. If the opposition disputes (ἀνιτλέγω) the πρᾶγμα, then the rhetorician argues from proofs (ἐκ τῶν πίστεων) followed by maxims, enthymemes, and examples. (Rhet. ad Alex 36.18). Hebrews 6:16b features these components of βεβαίωσις. The author already has a proof, which was provided by God’s oath in Gen 22:16-17. Recall that Anaximenes includes the oath as a viable proof (Rhet. ad Alex. 17.1) and does not restrict the proofs of a forensic βεβαίωσις to witnesses and torture (36.17; cf. 32.1). Additionally, the author of Hebrews features Anaximenes’s aspect of dispute. According to Anaximenes, proofs are used when there is a dispute. No one disputes God in Heb 6:16.

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41. A brief word about ἀμετάθετος (Heb 6:17, 18): Again, my primary task is to answer where the author of Hebrews learned his knowledge of legal terms. Scholars label ἀμετάθετος as a legal term (e.g., Lane, Hebrews 1-8, 149) as found in the papyri (P. Oxy. 3.482.35-36). Unfortunately, I was unable to find a parallel use of ἀμετάθετος that shared the surrounding concepts and terminology of Heb 6:13-20. It appears that the author has inserted a legal term into his discussion which is not immediately related to the context of Heb 6:13-20. For that reason, although a legal term, ἀμετάθετος does not receive discussion in the main body. Here are the searches conducted via TLG: Advanced Lemma “ὁρκός” and “ἀμεταθέτος” 3 lines near first (All Forms); Advanced Lemma “ἀμεθαθέτος” and “ὁρκός” 2 lines near first (All Forms); Advanced Lemma “ἀμετάθετος” and “διαθήκη” 2 lines near first (All Forms); “ἀμεθαθέτος” and “νομός” 2 lines near first (All Forms); Advanced Lemma “βουλή” and “ἀμεθαθέτον” 1 lines near first (All Forms); “βούλομαι” and “ἀμεθαθέτον” 1 lines near first (All Forms); Advanced Lemma “αμεθαθέτον” and “μεσίτευω” 1 lines near first (All Forms); Advanced Lemma “αμεθαθέτον” and “πραγμα” 5 words near first (All Forms).
Rather, the ἀντιλογία is a theoretical dispute enlisted by the author to demonstrate the theoretical function of an oath. The author’s theory of an oath, which is for confirmation (6:16b), matches Anaximenes’s theory of βεβαιώσις.

Another component of Anaximenes’s confirmation can be identified in Heb 6:18 as well. Scholarship has had difficulty determining the precise meaning of the δύο πράγματων ἀμεταθέτων in Heb 6:18. When following the author’s argument, the δύο πράγματων appear out of place, and it is not immediately clear what two items the author is referencing. This is further compounded by the non-descriptive meaning of πρᾶγμα. 42

A majority of scholars conclude that the two πράγματα are the oath and the promise of God. 43 The rhetorical terminology of Heb 6:16, however, offers an alternative meaning. Recognizing that βεβαιώσις in Heb 6:16 is a technical rhetorical term designating a part of a speech then makes sense of the author’s use of πρᾶγμα in Heb 6:18, which no longer appears out of place.

Again, when the βεβαιώσις of a forensic speech consists of proofs, it is because the opposite party (ἀντιδίκοι) disagrees with τὰ πράγματα. If the opposition agrees (ἐὰν δὲ ὁ μολογῆται), then the “proofs may be passed over, and legal arguments employed . . .” (Rhet. ad Alex. 36.18 [Rackham, LCL]; cf. 32.4). Enlisting proofs (πίστεις) in a βεβαιώσις serves the explicit purpose of confirming disputed facts (πρᾶγματα) that the speaker has

42. See the various English translations provided by BDAG 858-859. “Thing,” although a useful noun, is non-descriptive at best.

already presented in the **narrative** (ἀπαγγελία; 36.16). What Anaximenes labels ἀπαγγελία (and sometimes δηλώσις or προφήτης depending on the time of the narrative’s subject matter; 30.11) comes after the **proem** (29.1) and is an opportunity to present the facts (πράξεις/πράγματα) of a case. A πράγμα is a concrete reality opposite of ὄνομα, which is the language used to describe a fact (πράγμα; 30.8). These facts (πράγμα) are what constitute the narrative (ἀπαγγελία) of a speech, which are confirmed in the βεβαιώσις that follows.

Understanding βεβαιώσις as a part of a speech in Heb 6:16 eliminates the oath and the promise of God as the content of the δύο πράγματα in 6:18. In βεβαιώσις, the proof serves to confirm the πράγματα, which have been previously argued by the speaker according to Anaximenes’s rhetorical theory. The proof does not function to confirm another proof in βεβαιώσις, which would be the implication if the δύο πράγματα were defined as the oath and promise of God. Instead, it serves to confirm what has been previously argued. Therefore, following Anaximenes’s paradigm of βεβαιώσις, the δύο πράγματα of Heb 6:18 must be the narrative of God – that is, what God has already spoken. In Heb 6:13-20, the only speech of God is, εἰ μὴν εὐλογῶν εὐλογήσω σε καὶ πληθύνων πληθυνὼ σε (6:14), which is marked off by the participle λέγων. Although Heb

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44. As has already been noted, Anaximenes labels this part of speech the δήγησις once in Rhet. ad Alex. 31.3. For this and references to δήγησις and προφήτης see my pg. 42n. 20. When discussing the narrative (30-31), Anaximenes uses πράξις and πράγμα interchangeably. These two words are morphologically related and synonymous. See Christian Maurer, “πράσσω, πράγμα, πραγματεία, πραγματεύομαι, διαπραγματεύομαι, πράκτωρ, πράξις,” TDNT 6.632-44; cf. LSJ 1457 and 1459

45. For an example that helps explain the relationship between πράγμα and ὄνομα, see Demosthenes 3 Philip. 15.

46. Anaximenes anticipates his discussion of βεβαιώσις during his exposition of the narrative in Rhet. ad Alex. 30.5, which further demonstrates that the disputed πράγμα of 36.17 are those told by the speaker during the narrative. Anaximenes urges his reader to be brief and precise so that “the audience may grasp the facts we are stating (τὰ λεγόμενα πράγματα),” and so that they “may not reject our narrative before we have supported our statement with proofs and justification (μὴ πρὸ τοῦ ταῖς πίστει καὶ ταῖς δικαιολογίαις βεβαιώσαι; 30.5 [Rackham, LCL]).
6:14 looks like a synonymous Hebrew parallelism, the author of Hebrews views them as two separate points.\(^{47}\) The claim to bless Abraham and to multiply his descendants are the two πράγματα referenced by the author of Hebrews in 6:18.

Viewing the πράγματα of 6:18 as the content of God’s speech (6:14) fits the passage because the content of the πράγματα must be something spoken by God, due to the immediate relative clause, ἐν οἷς ἀδόνατον ψεύσασθαι [τὸν] θεόν . . . (6:18). God’s promises of blessing and multiplication are confirmed by the oath in which the deity is unable to lie. Rhetorical theory also explains why the δύο πράγματα are unalterable (ἀμετάθετος; 6:18). God’s word is unalterable de facto, but the specific πράγματα have received that status because they have been confirmed by the oath of God, which is the focus of the entire passage (6:13-20).

The sequence of events in Heb 6:13-14 and Gen 22:16-17, however, might present a challenge to my claim that the δύο πραγμάτων of Heb 6:18 are the contents of God’s narrative (6:14). According to Anaximenes’s arrangement, the narrative of facts is offered first, followed by the confirmation (βεβαίωσις), which consists of proofs if the facts are disputed. According to the sequence of events in the LXX, God first swears an oath and then presents the contents of the oath (Gen 22:16ff).\(^{48}\) This does not disprove that the author of Hebrews views 6:14 as two πράγματα of a part of a speech (ἀπαγγελία), for the author did not invent (inventatio) the story of Gen 22. Rather, the author retells a story valued as sacred Scripture by his community, interpreting it with rhetorical

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\(^{47}\) This suggests the author believes in the plentitude of scripture, which Ellingworth begins to propose, but then prefers to define the πράγματα of Heb 6:18 as the oath and promise (Ellingworth, Hebrews, 334-5).

\(^{48}\) In fact, the word ἀπαγγελία is not present in the text of Gen 22. Gen 22:16-17 is all an oath. The idea of “promise” is attributed to the text by the author of Hebrews.
terminology in order to communicate the weight of God’s oath to his audience.\textsuperscript{49} The author cannot help if the proof (the oath) comes before the narrative of facts.

In summary, the author has recognized the oath of God in Gen 22:16-17 as a proof according to rhetorical terminology. The author sees this proof as confirming the content of God’s speech that Abraham and his heirs will multiply and receive God’s blessing. The author of Hebrews did not construct a βεβαίωσις, but rather has identified the components of a βεβαίωσις in the story of Gen 22:16-17.\textsuperscript{50}

**The Eschatological Implication of God’s Narrative**

Having observed technical rhetorical terminology in Heb 6:16-18 and having identified the unalterable πράγματα (6:18) as the two points of God’s speech, to bless and to multiply Abraham’s family, we may now see the author’s eschatology more clearly. The primary focus of Heb 6:13-20 is the example of Abraham and the reliability of God’s oath.\textsuperscript{51} The details of God’s oath to Abraham, however, still carry tremendous value for the author and his audience.\textsuperscript{52} What Abraham achieved still applies to the community, the heirs of the promise (6:17). Furthermore this oath, although ancillary to the author’s main

\textsuperscript{49} It is another question altogether whether or not the audience would understand the technical rhetorical terminology. Regardless, this does not disprove my claim that the author uses technical rhetorical terminology in Heb 6:13-18.

\textsuperscript{50} The author does not construct a βεβαίωσις, but references rhetorical theory in an abbreviated retelling of a known story. Therefore, determining if God has made a forensic or deliberative speech is moot. In addition, determining if the narrative of Heb 6:14 is an ἀπαγγέλια, δηλώσις, or πρόρρησις, is unnecessary even though πρόρρησις, which prepares the audience for future events, is fitting (Rhet. ad Alex. 30.11; cf. 30.1). I have chosen to call the narrative “ἀπαγγέλια” in my body because it is the term that Anaximenes primarily uses for the narrative in his treatise (30-31).

\textsuperscript{51} The author focuses on Abraham’s example in order to complete the exhortation in 5:11-6:12 and to demonstrate the reward of faithful endurance (6:12). The author focuses on the reliability of God’s oath in order to prepare the audience for the author’s exposition of God’s oath in Ps 110:4 (Heb 7:21). Of note, the author has not yet revealed that Ps 110:4 contains on oath.

\textsuperscript{52} See Koester, *Hebrews*, 72, 111.
argument that focuses on Ps 110:4 (7:21), is one important aspect that drives the agenda of the author’s epistle.  

Clarifying the content of the two πράγματα (6:18) allows for observation of how Gen 22:16-17 informs the author’s eschatology. The author focuses on the components of multiplication and of blessing, but these two items are not the only points of the oath in Gen 22:16-17. The third fact (πράγμα) of God’s narrative is that Abraham’s “seed will inherit the cities of their opponents (τὰς πόλεις τῶν ὑπεναντίων; Gen 22:17).” For the author, the fulfillment of the oath is incomplete. Abraham and his heirs have achieved blessing and multiplication, but they have not achieved a city of heavenly rest. The author of Hebrews addresses this unfulfilled fact in the climax of his epistle.

Starting in Heb 11:8, the author recalls Abraham and his family who “By faith sojourned in the land of the promise as a foreigner dwelling in tents with Isaac and Jacob, the co-heirs of the same promise. For, they awaited a city having foundations of which God is the designer and creator” (11:9-10). In Heb 11:12, the author quotes Gen 22:17 to signify that the fact (πράγμα) of multiplication was delivered. The author’s quotation of Gen 22:17 within the context of a future city (πόλις) demonstrates that this unfulfilled fact of God’s speech informs the author’s eschatology. The city not yet obtained is an important motif of the third part of the epistle (11:1-12:29) and the epilogue (13:1-21), which claims, “For while remaining here, we do not have a city, but we seek out the one coming” (13:14). The city motif prevails in the Epistle to the Hebrews because it is a

53. Actually, Ps 110:4 is the focus of Heb 4:14-10:18, but space here prevents me from arguing how.

54. According to the text of the LXX, a fourth fact may be identified in Gen 22:18, that all the nations may be blessed by Abraham’s seed.

55. For the other instances of πόλις, see also Heb 11:16; 12:22.
part of God’s oath to Abraham (and thus his heirs), which remains unfulfilled. In Heb 6:13-20, therefore, the author intentionally omits God’s promise for the family of Abraham to inherit cities because it is not yet the community’s reality. The author understands the unfulfilled fact (πράγμα) of God’s narrative as an eschatological promise to the community, although it is not at the forefront of his argument.

**Addendum: Answering Where the Other Terms Originated**

Before completing this section, three more points need acknowledgement. My primary goal is to answer where the author learned the legal terms of a given passage. As I have demonstrated, the author learned his use of βεβαίωσις, πράγμα, πᾶς ἀντιλογία, and ὅρκος from technical rhetorical theory. Three more terms exist in Heb 6:13-20 that the author learned from rhetorical terminology.

First, the author’s use of πέρας (6:16) reflects rhetorical terminology. There is no other occurrence of the phrase πάσης ἀντιλογίας πέρας, but the term πέρας is found in rhetoric to designate a conclusion. At the end of his discussion on βεβαίωσις in an epideictic speech, Anaximenes writes, “When you have now made sufficient use of maxims, round off the exhortation (τὴν προτροπήν) with a conclusion (πέρατι)” (Rhet. ad Alex. 32.9 [Rackham, LCL]; cf. 35.15). The entire phrase, “a conclusion of an entire dispute,” comes from rhetorical terminology. Furthermore, the phrase “πάσης ἀντιλογίας πέρας” (Heb 6:16) should be translated as, “and to them [it is] a conclusion of an entire dispute,” not “every dispute.” The phrase πᾶς ἀντιλογία is used to designate

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56. See Aristotle Rhet. 1357b, τὰ γὰρ τέκμαρ καὶ πέρας ταῦτα ἐστὶ κατὰ τὴν ἀρχαίαν γλώσσαν. . . For the combination of πᾶς ἀντιλογία πέρας: TLG Advanced Lemma “πέρας” and “ἀντιλογία” 6 words near first (All Forms).

57. Against Attridge, Hebrews, 178; Moffatt, Hebrews, 86. Cf. Johnson, Hebrews, 168; Koester, Hebrews 325; Thompson, Hebrews, 138; Lane, Hebrews 1-8, 147.
the entirety of a single argument in Plutarch Fac. 928e. Given the rhetorical nature of Heb 6:16, the translation “an entire dispute” best suits the context of the passage, for the author of Hebrews does not mean that a type of proof (ὁ ὀρκος) ends every disagreement.

Second, the author of Hebrews writes that God swore an oath to Abraham, “desiring to show the heirs of the promise the unchangeable nature of his plan . . .” (Heb 6:17). The phrase βούλομαι ἐπιδείκνυμι, albeit common, is used by rhetoricians. Compare Demosthenes, [2] Steph., 12.2, βούλομαι δ’ ύμιν καὶ αὐτὸ τούτο ἐπιδείξαι, ὡς οὖτε διέθετο ὁ πατὴρ ἡμῶν διαθήκην οὐδεμίαν οὐθ’ οἱ νόμοι ἔσσειν. Anaximenes uses a similar phrase in Rhet. ad Alex. 30.10, saying that if any improbable occurrence must be mentioned, it should be accomplished with a promise to eventually “demonstrate (ἐπιδείξειν) their truth in the course of your speech, pleading that you wish first to prove (πρῶτον βούλει ἀποδείξαι) the statements” already made (Rackham, LCL). The use of βούλομαι ἐπιδείκνυμι in Heb 6:17 reflects the terminology of rhetoricians, which is attributed to the intention of God. The phrase is not exclusive to rhetoricians (cf. Aesop Fab. 196.1.3), but because it is used often by rhetoricians and because Heb 6:13-18
reflects a rhetorical background, βουλόμενος . . . ἐπιδεξαμι, (Heb 6:17) can be labeled as a rhetorical phrase.\(^{61}\)

Last, a final item in Heb 6:18, which has only been observed by Worley, often accompanies the rhetorician’s nomenclature of oath making.\(^{62}\) The term that describes the act of relying on an oath in a formal argument is καταφεύγω. It is a metaphor that exhibits the sociological strength of the oath.\(^{63}\) Sometimes the verb is used pejoratively when opponents rely on an oath (Anaximenes Rhet. Alex. 17.2; Demosthenes [Euerg.] 31; Philo Spec. Leg. 4.40). Other times the verb positively describes the actions of the speaker (Isocrates Callim. 29; Philo Sacr. 93). For example, Philo says, “Now men have recourse to oaths to win belief, when others deem them untrustworthy (τοϊ γε μην πιστευθηναι χαριν ἀπιστούμενοι καταφεύγουσιν ἑρ’ ὀρκον ἄνθρωποι)” (Sacr. 93 [Colson and Whitaker, LCL], italics mine). Scholars have observed that the image created by oi καταφυγόντες in Heb 6:18 remains undeveloped, but recognizing the nomenclature

\(^{61}\) Here is a good point to discuss the origin of μεσίτευω (Heb 6:17). Many scholars reference this as a legal term (e.g., Attridge, Hebrews, 181). Hebrews 6:17 is the only occurrence of μεσίτευω in the Greek Bible, which means finding a parallel source would benefit research tremendously. Frustratingly, I was unable to find a parallel source which adequately explained Heb 6:17. Here are the searches I conducted using the TLG search engine: TLG Advanced Search “μεστευω” and “ορκος” 2 lines near first (All Forms); Advanced Search “μεστευω” and “ορκος” 5 lines near first (All Forms); Advanced Search “μεστευω” and “αντιλογια” 3 lines near first (All Forms); Advanced Search “βουλη” and “μεστευω” 1 lines near first (All Forms); Advanced Search “βουλη” and “μεστευω” 1 lines near first (All Forms); Advanced Search “βουλη” and “μεστευω” 1 lines near first (All Forms); Advanced Search “βουλη” and “μεστευω” 1 lines near first (All Forms); Advanced Search “βουλη” and “μεστευω” 1 lines near first (All Forms); Advanced Search “μεστευω” and “αντιλογια” 3 lines near first (All Forms); Advanced Search “μεστευω” and “αντιλογια” 3 lines near first (All Forms); Advanced Search “μεστευω” and “κληρονομος” 1 lines near first (All Forms); Advanced Search “μεστευω” and “κληρονομος” 1 lines near first (All Forms), Papyrological and literary sources that have the verb μεστευω do not share the same vocabulary present in Heb 6:13-18. Cf. BGU 3.906.7. Interestingly, Worley (“Fleeing Two Immutable Things,” 226-7) proposes Philo Spec. Leg. 4.31 as analogous for explaining Heb 6:17. I disagree that God’s witness to His oath (μεστευω) is on of the δύο πραγμάτων in Heb 6:18 (Worley, 227). Nonetheless, Spec. Leg. 4.31 is the closest parallel that demonstrates the meaning of μεστευω: God oversees His oath and guarantees it. Specialibus Legibus 4.31, however, is the only text like it and it is difficult to ascertain whether it influenced the author of Hebrews.

\(^{62}\) Worley, “Fleeing Two Immutable Things,” 224-5, 228; cf. LSJ 919.3.

\(^{63}\) Recall my comments on pg. 36.
accompanying oaths clarifies the author’s intention. The author and the audience are refugees, but they take refuge in the hope made available through God’s oath to Abraham (Gen 22:16-17), which has been fulfilled through Jesus, allowing the audience to follow their forerunner (6:20). The author learned his use of καταφεύγω (Heb 6:18) from rhetoric.

A Comparison with Philo’s Rhetorical Knowledge of Oaths

Having demonstrated that Heb 6:13-18 contains technical rhetorical terminology, most notably βεβαιώσις as a part of a speech, it is now time to compare Heb 6:13-18 with Philo’s analyses of oaths. Not only does Philo comment twice on Gen 22:16-17 (Abr. 273; Alleg. Interp. 3.203-208), but he often uses βεβαιώσις and πράγμα in his discussions on oaths. Usually, the object of βεβαιώσις (or its cognate) is the oath itself (Alleg. Interp. 204-207; Spec. Leg. 2.8-25; Plant. 82; Sacr. 91). These instances differ from Heb 6:16, where the oath provides βεβαιώσις. Three times, however, Philo uses βεβαιώσις in a manner similar to Heb 6:16, two of which discuss Gen 22:16-17 (Abr. 273; Alleg. Interp. 3.203; Somn. 1.12). This section will investigate if Philo also recognizes βεβαιώσις as a part of a speech when discussing oaths. Before investigating, it must be

64. Attridge, Hebrews, 182; Lane, Hebrews 1-8, 153. The idea becomes developed in Heb 11.

65. This claim rests on having already established a rhetorical background in Heb 6:13-18. Compare the 4th century church father Athanasius, Homila de passione et cruce domini in Patrologiae cursus completus, series Graeca 28, edited J.-P. Migne (Paris: Migne, 1857-1866), 185-249; here 189, line 35, Μέχρι τούτου οί ἐν Χριστῷ βεβαιούσις ἐκατόν τοὺς λόγους, καὶ μὴ, περαιτέρω βαίνοντες, εἰς ὅρκους καταφεύγωμεν. . . . Athanasius writes this while discussing Christ’s teachings on oaths and asks his audience to keep Matt 5:37. The reference demonstrates that καταφεύγω was understood as a term accompanying oaths at least up to the 4th century CE.

66. Scholarship has rightly identified a relationship with Philo’s analyses of oaths, but to what degree remains undetermined. See my pg. 37n. 8-9 for reference. Instead of reviewing previous scholarship, my section will singularly ask if Philo uses βεβαιώσις as a part of a speech, when discussing oaths.

67. Philo discusses oaths often. See also Spec Leg. 2.1-38; Somn. 1.12; Dec. 82-96; Plant. 82; Sacr. 93.
observed that Philo recognizes the oath as a type of inartificial proof (ἀτεχνος; Spec. Leg. 4.40; Cf. Plant. 173-76) according to the nomenclature of Aristotle (Rhet. 1.15), which demonstrates Philo possessed knowledge of rhetorical theory.\footnote{68 For reference, see Thomas M. Conley, “Philo of Alexandria,” in Handbook of Classical Rhetoric in the Hellenistic Period 330 B.C.-A.D. 400, ed. Stanley E. Porter (Leiden: Brill, 1997), 695-713.} Comparing these two authors’ rhetorical knowledge of oaths will illuminate the author of Hebrews.

In Abr. 273, Philo discusses the highest virtue, faith in God (πίστις; 270). To make his point, Philo refers to Abraham and divides Gen 22:16-17 into the oath and the promise (ὑπίσχνέομαι) of God like Heb 6:13-18. He writes, ὅς τῆς πρὸς αὐτὸν πίστεος ἀγάμενος τὸν ἀνδρα πίστιν ἀντιδίδωσιν αὐτῷ, τὴν δι’ ὄρκου βεβαίωσιν ὅν ύπέσχετο δωρεάν . . . (Abr. 273). The use of βεβαίωσις here looks similar to that in Heb 6:16. According to Philo, this oath provided confirmation for the promise. Despite the apparent likeness to Heb 6:16, the use of βεβαίωσις does not reflect a part of a speech. This is because Philo uses βεβαίωσις synonymously with πίστις. The primary meaning of πίστις in Abr. 260-273 is faith (cf. the use of πίστις in Abr. 269-271), but it is likely that Philo means proof (πίστις) in the rhetorical sense (Aristotle Rhet. 1.15; cf. Philo Spec. Leg. 4.40) when Philo writes, πίστιν ἀντιδίδωσιν. Βεβαίωσις cannot mean the part of a speech in Abr. 273, for the part of a speech consists of proofs (πίστις; Rhet. ad Alex. 36.17), whereas Philo says the confirmation, available through an oath, is the proof God repaid Abraham. In addition, Philo already has used ἀβέβαιος (269) to designate the materialistic pursuits that do not last. De Abrahamo 269 suggests that Philo intends something more akin to “firm” vs. “not firm” rather than rhetorical categories of speeches.
In *Alleg. Leg.* 3.203 Philo again quotes Gen 22:16-17 and writes, εὖ καὶ τὸ ὀρκῳ βεβαιῶσαι τὴν ὑπόσχειν. . . . Again, the oath confirms the promise. The language is similar to *Abr.* 273, where βεβαιῶσις is synonymous with πίστις (although the verb βεβαιῶω is used here and πίστις [faith/proof] is not used until *Alleg Leg.* 3.204). The language similar to *Abr.* 273 makes it unlikely that Philo intends to mean a section of a speech. This can be corroborated intrinsically by how Philo uses the various cognates of βέβαιος in the rest of the passage, in which the oath is the object that receives confirmation by God.69 Of note, the words πίστις and βεβαιώω are also synonyms in *Somn* 1.12, another instance where the oath creates confirmation. Here Philo explains the significance of the well named ὀρκος (Gen 26:33), τὰ ενδοιαζόμενα τῶν πραγμάτων ὀρκῷ διακρίνεται καὶ τὰ ἀβέβαια βεβαιοῦται καὶ τὰ ἀπίστα λαμβάνει πίστιν. . . . Philo’s ability to say that an oath provides confirmation and that an oath receives confirmation is indicative of how Philo uses βέβαιος (and cognates) while discussing oaths; it is not a section in a forensic or epideictic speech, but a way of communicating that an action has received support.

Often in his discussion of oaths, Philo uses πρᾶγμα to express the point about which the oath is made. Philo uses ἀμφισβητέω (*Alleg. Interp.* 3.205) or ἔνδοιαζω (*Somn.* 1.12) to describe these doubted matters, not ἀντιλέγω or ἀντιλογία.70 In *Alleg. Interp.* 3.205, πρᾶγμα is singular (περὶ πράγματος) and accompanies a general discussion of an oath’s function. There is nothing in the immediate context to suggest that Philo refers to

69. Expressed through various cognates, see βεβαιῶω (*Alleg. Leg.* 3.204); βεβαιωσις (206); βεβαιωτής (207); βεβαιοτάτη (208).

70. Indeed, Philo never uses ἀντιλογία or ἀντιλέγω in his discussion of oaths: *TLG* Advanced Lemma “ἀντιλογία” and “ὁρκος” 1 lines near first (Philo Judeus; All Forms); Advanced Lemma “ἀντιλέγοι” and “ὁρκος” 1 lines near first (Philo Judeus; All Forms); Advanced Lemma “ἀντιλογία” and “ὁμονω” 3 lines near first (Philo Judeus; All Forms); Advanced Lemma “ἀντιλέγοι” and “ὁμονω” 3 lines near first (Philo Judeus; All Forms).
the specific points of a speech in a manner similar to Heb 6:13-18 (i.e., δόο πράγματα).

The general sense in which Philo uses πράγμα can be especially observed in Spec. Leg. 2.6, when Philo denigrates those who take lightly the items which are customary to swear by and never examine if μὴ τὰ πράγματα εἰ μεγάλα (“if the matters [sworn by] are great. . . .” My translation). Here again, Philo does not reference the specific facts of a narrative.

It is not apparent in any case, where the oath is the subject of βεβαίωσις in Philo’s corpus, that Philo intends to refer to a section of a speech according to Rhet. ad Alex. If cognates of βεβαιος and πράγμα often accompany discussions of swearing, what then allows for the distinction that the author of Hebrews refers to a part of a speech (Heb 6:16)? First, Philo never uses ἀντιλογία to describe the πράγμα. The use of ἀντιλογία is the crucial point in Heb 6:16 that allows for the connection to Rhet. ad Alex. 36.17, without which the parallel to Rhet. ad Alex. 36:17 would be undetectable. Second, Philo uses βεβαιωσις (and cognates) synonymously with πίστις, whereas in Heb 6:16 the proof (i.e., the oath) creates βεβαιωσις, aligning with Rhet. ad Alex. 36.17. Third, Philo uses πράγμα in a general sense, but the author of Hebrews writes of δόο πράγματα (Heb 6:18).

The assignment of a number reveals the author intended something specific (as opposed to a general reference). The contents of these two πράγματα (6:18) are best understood when rhetorical categories of a speech are applied. These three differences allow for the distinction that the author of Hebrews refers to a part of a speech, whereas Philo does not. These differences receive warrant from the fact that πράγμα and βεβαιωσις are not static terms. As observed with εἰς βεβαιωσιν, not every occurrence of βεβαιωσις has the same

71. It should be noted at this point that using βεβαιωσις to discuss the function of oaths can be observed in other authors (Josephus Ant. 17.42; Thucydides Hist. 4.87.1; Hermogenes On Method of Forceful Speaking, 20; 3 Macc 5:42).
nuance.\textsuperscript{72} The same follows for πρᾶγμα, which carries different nuances even in \textit{Rhet. ad Alex}.\textsuperscript{73} Philo uses similar language to Heb 6:13-18 (e.g., βεβαιώσις and πρᾶγμα), but does not reference parts of a speech. This does not disprove that Heb 6:13-18 aligns with the parts of a speech found in \textit{Rhetorica ad Alexandrum} for the above reasons.

As scholarship has already observed, Philo shares many similarities with Heb 6:13-18. Both comment on Gen 22:16-17, both say that oaths are sworn to something greater, and both infer that falsehoods should be avoided when swearing. The author of Hebrews nonetheless differs from Philo, for the author recognizes God as having made a speech, which includes a \textit{narrative} and a \textit{confirmation}, and portrays God as a rhetorician, who attempts to persuade Abraham and his heirs of the reliability of God’s word.

\textbf{Epilogue}

The use of βεβαιώσις as a technical rhetorical term designating a part of a speech is rare in rhetorical theory. What Anaximenes calls βεβαιώσις, Aristotle calls πίστις (\textit{Rhet.} 3.13.2-4; 3.17 [πίστεις]), Cicero calls \textit{confirmatio} (\textit{Inv.} 1.14.19; 1.24.1), Quintilian calls \textit{probatio} (\textit{Inst.} 3.9.1), and Aelius Theon labels κατασκευάζω (\textit{Progymn.} 60.1).\textsuperscript{74} Of course each author has his unique variations and disagreements, but the function of \textit{confirmation} (the part of a speech) is similar. Furthermore, when the word βεβαιώσις occurs elsewhere in rhetorical theory, it has a different nuance, as Schellenberg notes.\textsuperscript{75}

\footnotesize
\textsuperscript{72} See my pp. 44-8. Even rhetorical treatises do not use βεβαιώσις monolithically. See my epilogue.

\textsuperscript{73} For example, sometimes πρᾶγμα can mean the entire subject of a speech (e.g., \textit{Rhet. ad Alex.} 29.3), other times it can mean an event (e.g., 8.2), or even the τὰ τῶν πραγμάτων ἀθη, which means “the way things normally run,” and counts as a proof (32.1-2; cf. 10.2). On this point, not every instance of πρᾶγμα in the Epistle to the Hebrews (10:1; 11:1) needs to be understood as the facts of a narrative as it is in Heb 6:18.

\textsuperscript{74} Lausberg §430, which lacks discussion of \textit{Rhet. ad Alex}. 32 and 36.

\textsuperscript{75} Schellenberg, “Rhetorical Terminology in Paul,” 182n. 28.
In the late Ps.-Hermogenes Meth. 20.28, βεβαίωσις is a rhetorical figure that offers proof (πίστις) as opposed to a part of speech.\(^{76}\) In Ps.-Hermogenes Progymn. 5, βεβαίωσις is used to define κατασκευή, a student exercise in which a historical narrative is confirmed.\(^{77}\) These later instances differ from the use of βεβαίωσις in Arist. ad Rhet. 32.1 and 36.17. Therefore, for a writer to use βεβαίωσις designating a part of a speech, that individual must have learned it from a rhetorical school more akin to Anaximenes than Aristotle. The author of the Epistle to the Hebrews learned a tradition of the parts of a speech that originated from Rhetorica ad Alexandrum.\(^{78}\)

In conclusion, a contemporary debate concerning the rhetorical background of Paul allowed for a further investigation of rhetoric’s influence on Heb 6:13-20. Hebrews 6:13-18 shares an exegetical tradition with Philo, but reflects rhetorical knowledge that originated from Anaximenes’s Rhetorica ad Alexandrum. The author of Hebrews learned the terms πᾶς ἀντιλογίας πέρας, βεβαίωσις, ὁρκος, βούλομαι ἐπιδείκνυμι, πρᾶγμα, and καταφεύγω from rhetorical categories. In an attempt to exhort a beleaguered community, the author has used these rhetorical terms to depict God as a rhetorician persuading the heirs of Abraham about the unalterableness of God’s promises, even if partially obtained.

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\(^{76}\) George A. Kennedy, Invention and Method: Two Rhetorical Treatises from the Hermogenic Corpus, Writings from the Greco-Roman World 15 (Atlanta: Society of Biblical Literature, 2005), 251n. 57.

\(^{77}\) Similar to Aelius Theon Progymn. 60.1. The pair ἀνασκευὴ and κατασκευὴ are found in other progymnasmata as well. With βεβαίωσις; Aphthonius Progymn. 6; without βεβαίωσις; Theon Progymn. 60.1; Cf. Quintilian Inst. 2.4.18-19, who discusses the terms ἀνασκευὴ and κατασκευὴ. See Lausberg §§1122-1125. For reference see George A. Kennedy, Progymnasmata: Greek Textbooks of Prose Composition and Rhetoric, Writings from the Greco-Roman World 10 (Atlanta: Society of Biblical Literature, 2003).

\(^{78}\) This does not mean that the author of Hebrews learned all of his rhetoric from Rhetoric ad Alexandrum. What this means, however, is that the author understood the parts of a speech according to the terminology of Anaximenes, against that of Aristotle or even Aelius Theon (Progymn.). Not enough evidence exists to map the tradition’s progression from Rhet. ad Alex. to Hebrews – that is, if the author read the treatise or learned from a school with Rhet. ad Alex. as curriculum, or whatever possible scenario imaginable – but, regardless, Heb 6:16-18 reflects rhetorical knowledge that originated from Rhet. ad Alex.
Where scholars have said that the vocabulary of Heb 6:13-20 are legal terms, stealing a line from Classen, “I would rather say [these terms belong] to the rhetorical terminology developed for procedures used by orators in the courts of law.”\(^{79}\)

\(^{79}\) Classen, “Paul,” 33n. 25.
CHAPTER IV
A RHETORICIAN’S ASSESSMENT OF GOD’S LAW

A Change of Law

In chapter 7 of the Epistle to the Hebrews, the author makes a startling claim about the Law. These claims have perplexed scholars and have stimulated conversations concerning Hebrews and supersessionism.¹ The author’s discussion is unique to the NT corpus and uses vivid terminology to communicate a change in the Law. This chapter will discuss the terminology associated with law in Heb 7:11-19.² Note, the terms

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² Hebrews 7:1-28 makes a tightly woven unit, but my focus is on the legal terms of 7:11-19. Parts can be divided into 7:1-10; 11-19; 20-28. Mary Schmitt argues that the thrice “μὴν . . . δέ” construction of 7:18-25 suggests this a separate unit within 7:1-28. Although plausible, a sharp break between 7:17 and 7:18 is artificial; the author smooths the edges of his “outline” with rhetorical artistry. Regardless, she is correct to argue that ὁ νόμος (7:19) refers to the laws concerning priesthood, not the Mosaic Law. The focus of Heb 7:11-28 is Levitical regulation. Regardless, even if the translation of “set aside” is preferred (Schmitt, 189n. 2), the author of Hebrews understands the Levitical regulations to have been cancelled and replaced by the new covenant of Jesus (Ps 110:4; Heb 7:28; Schmitt 198n. 26 is incorrect). In addition, the priesthood according to Melchizedek is in opposition to what Moses spoke (Heb 7:14). When the author writes “a change of Law happened” (7:12), he means laws concerning priests, but these laws still make up huge parts of Mosaic Law (in agreement with William L. Lane, Hebrews 1-8, Word Biblical Commentary 47A [Dallas, TX: Word, 1991], 181f.; Against Schmitt). My capitalization of “Law” will reflect this. A thorough understanding of the author’s theology of the Mosaic Law is wanting, but Schmitt demands consideration. See Schmitt, “Restructuring Views on Law in Hebrews 7:12,” JBL 128.1 (2009): 189-201. Cf. James W. Thompson, Hebrews, Paideia (Grand Rapids: Baker Academic, 2008), 155.
διαθήκη and ἔγγυος (7:22) have been reserved for chapter 5, which focuses on testamentary language found in the epistle.

**The Legal Terms of Heb 7:11-19**

Beginning in Heb 7:11 the author claims the Levitical priesthood, an institution legislated (νομοθέτω) into existence, failed. The author claims that when the Aaronic priesthood changed (μετατίθημι), “out of necessity a change (μετάθεσις) of Law also happened” (Heb 7:12). Attridge says, “The parallel terms for a change in Law and priesthood reflect common parlance for the alteration of a law or the removal of a priest from office. . . .”³ Attridge cites [Aristotle] *Mund.* 6, which describes god as the unalterable law, and Josephus *Ant.* 12.387, which describes the transfer of priesthood to Alcimus.⁴ Although an inflammatory and memorable claim (contradicting Philo’s beliefs of an unchangeable Torah [*Mos.* 2.34]), the terminology is too common to identify the author within a specific group. Using μετάθεσις in a discussion of law requires no special knowledge.

In the following verses (Heb 7:13-15), the author explains how a change of Law happened. The Law of Moses required descendants of Levi to serve as priests, but since the different high priest came from Judah, the Law has changed. Continuing the explanation, this new high priest has arisen, “not according to the law of a command about fleshly things, but according to the power of life irrepealable” (7:16). Although used pejoratively, the term for fleshly (σάρκινος) is not an attribute used to describe the law (i.e., the law is fleshly and therefore weak), but rather the phrase ἐντολῆς σαρκίνης is

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⁴. Attridge, *Hebrews*, 201n. 36-7, respectively. For other occurrences of a change (μετάθεσις) in a law, cf. Xenophon *Mem.* 4.4.14; Isocrates *Ad Nic.* 17; Demosthenes *Timocr.* 84.
a genitive of apposition. It explains the content of the νόμος, which was a command about physical descent (the subject of Heb 7:13-15). To state the obvious, σάρκινος therefore is not a technical law term. The term juxtaposed against σάρκινος, however, is a technical legal term.

The word ἀκατάλυτος (irrepealable) is the alpha-privative of κατάλυσις. The verb καταλύω often describes the annulment of a law. In several cases, καταλύω describes the annulment of a system of government, whether a democracy (Josephus Ant. 19.173), a monarchy (Dionysius Halicarnassensis Ant. rom. 2.27.3), or the position of tribune (ibid., 10.31.5; δημαρχίας ἀκατάλυτον). Instances of ἀκατάλυτος (and cognates) that have no legal context exist (e.g., 4 Macc 10:8-11), but the context of Heb 7:16 allows for labeling ἀκαταλύτου as a technical legal term. Recognition of ἀκαταλύτου as such allows for a clearer understanding of how a change of Law happened.

On the one hand, the term’s association with the abolishment of governing institutions is apt because the new priest has obtained a priesthood that lasts forever (8:6). On the other hand, the term’s association with law further elucidates how the Law changed. The author contrasts priestly inauguration via the law concerning genealogy against inauguration via the power of life irrepealable:

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6. The NRSV adequately captures the idea, “a legal requirement concerning physical descent.”

7. In fact, the term σάρκινος never occurs with νόμος or ἐντολή outside later Christian Literature: *TLG* Advanced Lemma “σάρκινος” and “νόμος” 1 lines near first (All Forms); Advanced Lemma “σάρκινος” and “ἐντολής” 1 lines near first (All Forms); cf. Advanced Lemma “νομοθετεῖν” and “σάρκινος” 1 lines near first (All Forms); Advanced Lemma “νομοθετεῖν” and “σάρκινος” 1 lines near first (All Forms).

8. See Matt 5:17; 2 Macc 2:22; 4 Macc 4:24; Philo *Spec. Leg.* 3.183; Thucydides *Historiae* 8.76.6; Isocrates *Archid.* 66; Xenophon *Mem.* 4.4.14; Plato *Leg.* 864d; Demosthenes *Timocr.* 154; Dionysius Halicarnassensis Ant. rom. 2.52.1; cf. Cassius Dio 40.55.2; F. Büchel, “καταλύον, κατάλωμα, ἀκατάλυτος,” *TDNT*, 4:338-339.
οὐ κατὰ νόμον ἐντολῆς σαρκίνης
κατὰ δύναμιν ζωῆς ἀκατάλυτου (7:16)

The attribution of δύναμιν ζωῆς ἀκατάλυτου to Jesus results from the author’s understanding of Ps 110:4, σὺ ἵερευς εἰς τὸν αἰῶνα κατὰ τὴν τάξιν Μελχισέδεκ, quoted in Heb 7:17. The author understands εἰς τὸν αἰῶνα to mean that this priestly line has indestructible life (ζωῆς ἀκατάλυτου).9 The use of ἀκατάλυτος, a legal term, suggests the author understands Ps 110 as law, which has proscribed a new priesthood that overrides the Law’s requirement of Aaronic priesthood.10 This later law (Ps 110:4) is one irrepealable and lasting forever (7:28).

After quoting Ps 110:4, the author explains that an abrogation (ἀθέτησις; 7:18) of the previous command happened. This strong term finds ample use in the papyri to designate the cancellation of legal agreements and testaments.11 In P. Oxy. 3.493.9, Pasion gives authority (κυρόω) of the will to his wife Bernice if widowed, and then claims that “authority belongs to no one else in the entire world to bring any of these [stipulations] to abrogation (μὴ οὕτως μηδὲν τῶι καθόλου ἐξουσίας πρὸς ἀθέτησιν τι


10. Against Attridge’s statement, “Christ, on the other hand, is a priest not according to a new law, but ‘in power’ . . . deriving from ‘indestructible life . . .’ (Hebrews, 202). The author of Hebrews never calls Ps 110 “law.” Instead, the author calls it an oath and the new priesthood is the result of oath making (Heb 7:20-22). It seems, however, that the author treats God’s oath, promises, law, and covenant as synonyms – that is, all of these concepts are various expressions of God’s speech (ὁ λόγος). The author treats the word of God, especially Scripture, as if it is law. Cf. similar sentiments in Philo Alleg. Interp. 3. 204.

This clause prevents any other party from altering the notarized will. Perhaps the author could have been influenced by the LXX (Ezek 22:26; Isa 24:16), but it is more likely the author took a phrase from common legal terminology found in business practice (e.g., BGU 44). In Greek literary sources the noun, ἀθέτησις, never occurs with νόμος, ἐντολή, or νομοθέτεω. This suggests the noun does not normally accompany discourse concerning change of law. Rather, the author has inserted a term from the realm of property and business into a discussion of law. In a manner similar to μετάθεσις, the common use of ἀθέτησις prevents identifying the author within a specific group and requires no special knowledge. Regardless, the author believes a change of Law happened, which cancelled the previous commandment.

The author then explains that the older commandment was cancelled “on account of it being weak and useless (διὰ τὸ αὕτης ἁσθενῆς καὶ ἁνωφελῆς)” (7:18b). The two adverbs, ἁσθενῆς and ἁνωφελῆς, only occur together in Christian literature after Hebrews. The term ἁνωφελῆς almost never describes a law (νόμος) or a commandment.

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12. My translation; cf. P. Oxy. 492.9. Note, Koester, Hebrews, 355 contains a misleading error concerning P. Oxy. 492.9. His quotation, “So long as I live . . .” comes from line 492.4, not line 9 as he references. Furthermore, line 4 does not use ἀθέτησις. Rather, the term for what Koester translates as “to abrogate,” is ἀκύρωσιν. Although synonyms, the speakers of P. Oxy. 492 and 493 do not claim the power to abrogate their own will using the term ἀθέτησις.

13. This adds to the probability that the author learned the term from common business practice (e.g., BGU 44). TLG Advanced Lemma “νόμος” and “ἀθέτησις” 1 lines near first (All Forms); Advanced Lemma “ἐντολή” and “ἀθέτησις” 3 lines near first (All Forms); Advanced Lemma “νομοθέτεω” and “ἀθέτησις” 8 lines near first (All Forms). Interestingly, the word also never occurs with μετάθεσις, ἁσθενῆς, or ἁνωφελῆς: TLG Advanced Lemma “ἀθέτησις” and “μετάθεσις” 5 lines near first (All Forms); Advanced Lemma “ἀθέτησις” and “ἁσθενῆς” 3 lines near first (All Forms); Advanced Lemma “ἀθέτησις” and “ἁνωφελῆς” 1 lines near first (All Forms). Compare the verb ἀθετέω, which is used to describe the act of transgressing or cancelling a law (Polybius Historiae 36.9.17; Ezek 22:26; Isa 24:16; Heb 10:28; cf. Gal 2:21).

14. TLG Advanced Lemma “ἁσθενῆς” and “ἁνωφελῆς” 2 lines near first (All Forms).
(ἐντολή), whereas the term ἀσθενής attributes νόμος only once outside later Christian literature, but never ἐντολή.\textsuperscript{15}

Considering possible parallels, the Apostle Paul’s use of ἀσθενέω to describe Torah in Rom 8:3 requires attention.\textsuperscript{16} Although similar, Heb 7:11-28 differs from Paul’s theology of Law. While the author of Hebrews focuses on priesthood, Paul analyzes Torah as a whole. Furthermore, Paul claims that the Law could not stop sin because of human nature (σάρξ), but magnified sin and its punishment (cf. Rom 7:7-25). Hebrews blames the priesthood’s humanity. On account of these minor differences, therefore, it is difficult to establish that the author of Hebrews learned from Paul the capacity to call law weak (ἀσθενής).\textsuperscript{17}

Aristotle, however, provides a stronger direction for understanding Heb 7:18. Beginning in \textit{Pol.} 1267b.22, Aristotle analyzes the system of polity proposed by Hippodamus. Aristotle deliberates the merit of a law that rewards jurors inventing advantageous legislation for the state (1268b.22f.). Aristotle’s criticism brings him to ask if it is at all advantageous to alter the laws of any constitution (1268b.25). He concludes that it is commendable, but only if done for the community’s benefit and with discernment. Aristotle does caution frequent change of law, for the laws gain their

\textsuperscript{15} TLG Advanced Lemma “ἀσθενεω” and “νομος” 1 lines near first (All Forms); Advanced Lemma “νομοθετεω” and “ἀσθενεω” 1 lines near first (All Forms); Advanced Lemma “ἀσθενεω” and “ἐντολη” 8 words near first (All Forms); Advanced Lemma “ἀσθενες” and “νομος” 8 words near first (All Forms); Advanced Lemma “ἐντολη” and “ασθενες” 2 lines near first (All Forms); Advanced Lemma “νομθετεω” and “ασθενες” 1 lines near first (All Forms); cf. Advanced Lemma “ἀθετησις” and “ασθενες” 3 lines near first (All Forms); Advanced Lemma “ἐντολη” and “ανωφελες” 2 lines near first; Advanced Lemma “ἀνωφελες” and “νομος” 1 lines near first.

\textsuperscript{16} See the references in Erich Gräßer, \textit{An die Hebräer}, 3 vols, EKKNT 17 (Zurich: Benziger, Neukirchen-Vluyn: Neukirchener Verlag, 1990-1997), 2:47.

\textsuperscript{17} Although an inviting direction, establishing the relationship between Paul and Hebrews requires significant work, which my thesis will only begin to touch. Ben Witherington III creates a starting point in his “The Influence of Galatians on Hebrews,” \textit{NTS} 37 (1991): 146-52. For another scholar who observes a difference between Paul’s theology of Law and Hebrews, see Attridge, \textit{Hebrews}, 204-5.
strength from customs (ἔθος) that have taken time to develop, “so that lightly to change from the existing laws to other new laws is to weaken the power of the law (ἀσθενή ποιεῖν ἐστὶ τὴν τοῦ νόμου δύναμιν).”18 Here in a discussion about governance, Aristotle uses ἀσθενής to assess the effectiveness of a law in a manner that parallels Heb 7:18. This weakness is contrasted with the strength (ἰσχύς) of a law in the previous line (1269a.20). Within a broader discussion of political theory, Aristotle uses the antonyms ἀσθενής and ἰσχύς to anticipate the effectiveness of a law.

Changing the parameters of the search from instances of ἀσθενής and νόμος in Greek literature to instances of ἰσχύρος and νόμος garners more results. Cognates of ἰσχύρος commonly attribute laws.19 Demosthenes In Midiam 224 offers an instructive example, in which Demosthenes persuades the audience to uphold the laws:

And what is the strength (ἰσχύς) of the laws? If one of you is wronged and cries aloud, will the laws run up and be at his side to assist him? No; they are only written texts and incapable of such action. Wherein then resides their power (δύναμις)? In yourselves, if only you support them and make them all-powerful to help him who needs them. So the laws are strong (ἰσχύροι) through you and you through the laws. (Vince, LCL)

This reference aligns with other sources that speak of maintaining or keeping strong (ἰσχύς) the laws in a court of law.20 Other sources also describe a law as strict, or strong, while using the term ἰσχύρος.21 The abundant use of ἰσχύρος demonstrates the word as common terminology for laws, which consequently makes its opposite, ἀσθενής, a technical legal term as well. Therefore, when the author of Hebrews describes the priestly

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21. Herodotus Hist. 7.102; Lysias Against Alcibiades 9; Plato Leg. 853d; Demosthenes [Neaer.] 92; 1 Aristog. 24; [Macart.] 72.1; Anaximenes Rhet. ad Alex. 2.17.
regulations (ἐντολή) as weak, the author pulls from a legal tradition which assesses the strength of laws and is often found in the work of rhetoricians. What the author intends by describing the priestly regulations as ἀσθενής parallels Aristotle Pol. 1269b.23-24, which criticizes the effectiveness of a law and its ability to accomplish the task for which it was drafted.

Not only does the author call the commandments (ἐντολή) weak, the author calls them useless (ἀνωφελής). As noted above, ἀνωφελής rarely describes νόμος or ἐντολή outside Heb 7:18 and later Christian literature. Imitating the study of ἀσθενής and ἱσχύρος, however, provides evidence suggesting that cognates of ἀνωφελής are technical legal terms. The evidence is slim, but two sources exist that use ὠφελέω to describe a law.

The Attic orator, Antiphon, uses the term to protest his imprisonment, which he claims illegal. The prosecution prevented Antiphon’s three sureties (ἐγγυητός), to which Antiphon decries that even foreigners (ξένος) are lawfully allowed surety. For rhetorical effect, Antiphon adds, “So that this [law] being common to all others failed to help only me (Ὡστε καὶ οὗτος κοινὸς τοῖς ἄλλοις πᾶσιν ὃν ἕμοι μόνω ἑπέλιπε μὴ ὠφελήσαί).” In Antiphon’s case, the laws written to help even foreigners failed to help the citizen. Reference to Antiphon helps study of Heb 7:18 because it establishes another context, even if one 500 years before Heb 7:18, where a law is described as useless.

The second instance of ὠφελέω and νόμος offers more insight into the discourse of Heb 7:11-19. The term ὠφελέω finds use in Rhet. ad Alex. 36.22, where Anaximenes

22. Plato Hipp. maj. 284e, an important text for my purposes, features ἀνωφελής and νόμος. Somehow I missed this text. Dr. Curt Niccum kindly pointed out this text during my thesis defense, which is why, regrettably, I am unable to offer its necessary treatment.

discusses theory for writing forensic speeches. After writing about the form and function of the confirmation (βεβαίωσις; 36.17f.), Anaximenes offers several strategies concerning laws when anticipating the opposition’s argument, which constitutes a separate section of a speech that follows the βεβαίωσις (36.19). In a scenario in which the laws are seemingly bad, Anaximenes instructs the speaker to capitalize on this disparity and convince the jury (δικαστής) that their judgment will overturn the bad law. Anaximenes writes:

If the position is that the action committed was contrary to laws that seem to be bad ones, we must say that a regulation of that sort is not law but the negation of law, inasmuch as the law is laid down for the public benefit, but this law is injurious to the state (ὁ μὲν γὰρ νόμος ἐπὶ τὸ ὀφελεῖν τίθεται, οὗτος δὲ βλάπτει τὴν πόλιν). And we must also say that if the jury give a verdict contravening this law, they will not be acting illegally but legislating (νομοθετήσουσι) to prevent the execution of resolutions that are bad and illegal. (Rhet. ad Alex. 36.22 [Rackham, LCL])

While discussing rhetorical strategy, Anaximenes states that laws (ὁ νόμος) are enacted in order to help (ὠφελέω) the state (πόλις). Consequently, if the laws are useless, then they must be changed. In his context Anaximenes hopes to effect this change through the indiscretion of laws revealed in lawsuits, but surely this reflects a wider parlance of discourse concerning law. The author of the Epistle to the Hebrews emulates this type of discourse when he says, “For an abrogation of the previously issued command happened on account of it being weak and useless” (Heb 7:18). While laws should help (ὠφελέω) the people governed, the commandment spoken by Moses was useless (ἀνωφελής), thus requiring a change of Law and an abrogation of a commandment. Ἀνωφελής is a technical legal term (although one not requiring expertise), that the author learned from other discourse that assesses law, often found in the work of rhetoricians.24

24. See Plato Hipp. maj. 284c-e.
In summary, five words stand out as legal terms in Heb 7:11-19: μετάθεσις, ἀκατάλυτος, ἀθέτησις, ἀσθενής, and ἀνωφελής. Both μετάθεσις and ἀθέτησις occur frequently in literature (ἀθέτησις more so in papyri), while ἀσθενής and ἀνωφελής are minimal. The antonyms of the latter reveal the terms as part of common legal jargon, albeit instances of ὑφελέω with νόμος are still rare. Despite the sparse frequency of ὑφελέω, it is difficult to identify the author of Hebrews within a specific group because the term is somewhat common sense. The same follows for μετάθεσις, ἀκατάλυτος, ἀθέτησις, and ἀσθενής, which do not require expertise. Nonetheless, these five terms find use in discourse concerning laws.

**The Rhetorician’s Method for Arguing Law**

Scholarship has already recognized μετάθεσις and ἀθέτησις as technical legal terms signifying a change of law (or priesthood). The terms ἀκατάλυτος, ἀσθενής, and ἀνωφελής have remained unnoticed as technical legal terms (at least in printed publications). These terms are often found in the works of rhetoricians, although not collectively. Thompson and deSilva have already observed a parallel between Heb 7:11-19 and the rhetorical handbooks that discuss law.25 The recognition of ἀκατάλυτος, ἀσθενής, and ἀνωφελής as technical legal terms sharply increases the likelihood that Heb 7:11-19 is the reflection of a person trained in rhetorical theory.26

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26. deSilva aptly notes, “With 7:11, the author is moving into a topic familiar from rhetorical handbooks (and thus from typical disputes in law courts or counsel chambers)” (*Hebrews*, 269). Given that the strongest examples I located of ἀσθενής and ἀνωφελής as technical legal terms come from early 4th century BCE, it is more likely that Heb 7:11-19 reflects theory more than legal practice. A comparison with *P. Oxy.* 2,237, an actual legal proceeding somewhat contemporary to the epistle (186 CE), makes it unlikely that Heb 7:11-19 reflects real-life experience in the law courts.
The rhetorical principles which Thompson and deSilva review are best exemplified by Cicero. Of the various methods of dealing with two conflicting laws, Cicero claims the rhetorician “should consider which law was passed last, for the latest law is always the most important. . . .”27 Other theorists offer similar guidelines.28 As Thompson says, “it was a common topos in rhetorical theory that the most recent law was considered binding.”29 None of the available primary sources shares the same language as Heb 7:11-19, but the principles involved parallel the epistle. In addition, anyone trained in rhetoric would have been prepared to argue with or against laws; the progymnasmata handbooks have sections preparing students for argument in law.30

The terms in Heb 7:11-19 reflect this rhetorical regimen. The author understands Ps 110:4 as a decree that changes (μετάθεσις) the legal regulations that restrict priesthood to Aaron’s descendants. As the author argued in 6:13-20, God’s oaths are the most secure promises, and, as the author begins to argue (7:20-28), Ps 110:4 contains a later oath (7:28) that promises a new order of high priest. Consequently, a change of Law happened (7:12, 28). This overriding oath (which an oath made by God is as sure as law; cf. Philo Alleg. Interp. 3.204), is irrepealable (ἀκατάλυτος). Cognates of ἀκατάλυτος communicate the abolishment of law, often by another law. The “power of life irrepealable,” juxtaposed against the νόμον ἐντολής σαρκίνης, resulted not from the resurrection, but from the promise of a priest εἰς τὸν αἰῶνα κατὰ τὴν τάξιν Μελχισέδεκ, found in Ps 110:4.

27. Cicero Inv. 2.145 (Hubbell, LCL); quoted in Thompson, “New Is Better,” 560.

28. Cf. Aristotle Rhet. 1.15.25; [Cicero] Rhet. Her. 2.15; Quintilian Inst. 3.6.46; 5.11.32; 7.5.7; 7.7.8; [Hermogenes] Inv. 2.3; cf. Lausberg, §§218-223.


which the author quotes immediately after Heb 7:16. The author has understood Ps 110:4 as a later law, which abrogates the older commandments and proscribes a priesthood that is irrepealable.

The author then explains the abrogation (ἀποθέτησις) of the priestly commandments happened because they were weak and useless (7:18). Aristotle, Pol. 1269a.23-24, encourages the change of faulty laws, but cautions that frequent change will make laws weak (ἀσθενής), i.e., unable to accomplish their task. In Rhet. ad Alex. 36.22, the rhetorical theorist encourages the speaker to persuade the jurors to legislate new law if the current law does not help but rather injures the polity. The terms ἀσθενής (ἰσχύρος) and ἀνωφελής (ὡφελέω) reflect discourse concerning law that sometimes involves its alteration.

It is probable that Heb 7:11-19 is the reflection of a trained rhetorician, but some caution is at hand. These terms (μετάθεσις, ἀποθέτησις, ἀκατάλληλος, ἀσθενής, ἀνωφελής) derive from common sense and do not demonstrate expertise in the practice of law. If the terms of Heb 7:11-19 were the only available evidence, they could not conclusively prove the author a trained rhetorician; perhaps the author simply learned from daily life.

Regardless of my input, consensus has already identified the epistle as the work of a rhetor based on its artistry and use of rhetorical figures like synkrisis. It is possible to claim Heb 7:11-19 is the reflection of a rhetorician, but only if having elsewhere

31. Of course the resurrection has influenced the author’s reading of Scripture. My comment, “resulted not from the resurrection,” serves to highlight the weight of Ps 110:4 and its influence as primary in the writing of Heb 7:11-19.


established the author as rhetor, like in Heb 6:13-20. Although the terms result from rhetorical discourse concerning law, the common nature of these terms prevents identifying the author of Hebrews within a particular school of rhetoric.

Nonetheless, any rhetorician would have been prepared to argue with and assess law. The terms and ideas presented in Heb 7:11-19 demonstrate some familiarity with legal argument. Thompson, however, appropriately cautions, “The argument cannot be reduced to the legal frame of reference, inasmuch as it is intertwined with the eschatological claim that God has spoken in these last days, reflecting points of contact with pesher exegesis.”

Although present, the rhetorical background is not primary in the author’s understanding of God’s Law. The reflections of Heb 7:11-19 can be expected from a rhetorician, but the primary force driving the author’s theology is his understanding of scripture, particularly Ps 110:4 (and later Jer 31[38]:31-34). Rereading scripture through the Christ event allows the author to see Ps 110 as a later law that cancels out the Law governing Levitical priesthood (Heb 7:19, 28) and establishes an irrepealable hope that allows the church to draw near to God.

CHAPTER V

AN INHERITANCE GUARANTEED BY GOD’S BETTER ΔΙΑΘΗΚΗ

Introduction: A Covenant or a Will?

After discussing how and why the Law changed, the author of Hebrews claims that, on account of the oath making (ὁρκωμοσία) in Ps 110:4, Jesus “has become the guarantor (ἔγγυος) of a better covenant (διαθήκη)” (Heb 7:22). The author here introduces the term διαθήκη, which becomes a prevalent theme throughout the rest of the epistle. Most controversial, as observed in my first chapter, is the use of διαθήκη in Heb 9:16-17:

"Ὅπου γὰρ διαθήκη, θάνατον ἀνάγκη φέρεσθαι τοῦ διαθεμένου· διαθήκη γὰρ ἐπὶ νεκροῖς βεβαιά, ἐπεὶ μὴ ποτε ἰσχύει ὅτε ζῇ ὁ διαθέμενος.

“For where there is a testament,” the author reminds his audience, “it is a necessity that the death of the testator be brought, for a testament is ratified after death since it is not yet in force while the testator lives.” Although still debated, most scholars recognize that a last will and testament is in view while others, such as the recent commentators Cockerill and O’Brien, maintain διαθήκη as covenant in 9:16-17.1

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Components of Heb 9:15-18 may be identified with the Septuagintal διαθήκη (covenant). Often the verb διατίθημι expresses the creation of a διαθήκη (covenant; e.g., Jer 38:33), and the transgression (παράβασις; Heb 9:15) of a covenant may occur (4 Kgdms 18:12), but it is unclear that the death of the one who made the covenant must occur before the covenant takes effect. In contrast, a Hellenistic testament serves the explicit purposes of distributing inheritance after the testator’s death.

Instructive is the Will of Eudaemon (P. Oxy. 3.491). This document first declares the date and location where the will was made, and then uses the formula, διέθετο νοῶν καὶ φρονῶν Εὐδαίμων Θωνασύχιος (491.2), followed by the declaration of the authority to alter his will (491.3-4). Eudaemon then discloses what property is to be distributed and to whom after his death (τελευτάω; 491.4). His sons Thonis, Horus, and Eudaemon (κληρονόμος; 491.4) would receive their father’s buildings, estates, and slaves. In addition to distributing property, Eudaemon’s will includes strict instructions for the heirs, specifically Thonis, who may choose whatever property he would like given that Thonis observes the following clauses:

\[
\text{that the said Thonis pays any debts which may be proved against me and gives to his brothers Horus and Eudaemon, if they have at the time of my death completed 20 years, one year after my death, and if they are not so old, then to each of them when he has completed the 20 years, 500 drachmae, making for both of them together 1000 drachmae. \ldots} \quad (\text{Grenfell and Hunt, 3:195})
\]

The remaining instructions prohibit the heirs from selling any of the property before the age of twenty-five, appoint guardians for Horus and Eudaemon who had not yet reached twenty years of age, and provide directions in case one of the heirs dies childless (491.7-10). Furthermore, if the sons or anyone else transgress (παραβαίνω) these clauses, that person must “forfeit to the party abiding by [these clauses] the damages and a fine of

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2. Cf. P. Oxy. 1.104; 105; 3.490; 492; 493; 494; 495; 6.968.
1000 drachmae of silver and to the Treasury an equal sum . . .” (Grenfell and Hunt, 3:196).

Made in the streets of Oxyrhynchus in 126 CE, the Will of Eudaemon demonstrates that the last will and testament functioned to reduce the social anxieties created by death. Even if he had an untimely death, Eudaemon would provide for his family. Furthermore, Eudaemon’s will exemplifies the general form and function of the Hellenistic διαθήκη, a common practice with a lengthy history. For the author of Hebrews to refer to a last will and testament when explaining the new διαθήκη inaugurated by Jesus, no great effort would be required. Nonetheless, some commentators insist that διαθήκη consistently means covenant in Heb 9:16-17. Reviewing their arguments will establish the difficulties in interpreting Heb 9:16-17 and will provide a platform for then answering where the author learned the terms associated with διαθήκη by responding to the proponents of διαθήκη as covenant in Heb 9:16-17.

The Argument against Διαθήκη as Testament in Heb 9:16-17

Scholars who argue against translating διαθήκη as testament in Heb 9:16-17 generally follow the detailed work of J. J. Hughes. Hughes provides internal evidence – lexical, syntactical, and semantic – and external evidence that discredits translating

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3. For the use of παραβαίνω with other wills, see P. Koeln 2.100; P. Lips. 2.149; P. Sijp. 43.


testament in Heb 9:15-22. Regarding lexical evidence, Hughes argues that covenant is the dominant use of διαθήκη in the LXX, the NT, and the other twelve times the author of Hebrews uses διαθήκη (7:22; 8:6; 8, 9, 10; 9:4, 15, 20; 10:16, 29; 12:24; 13:20). Consequently, “one should at least be exceedingly cautious in attributing a meaning to διαθήκη in ix 15-22 that is so foreign to the author’s use of the word elsewhere. . . .”6

Concerning syntax, Hughes argues the tight structure of 9:15-18 prevents a new meaning of διαθήκη from being used in 9:16-17.

Regarding semantics, Hughes rightly observes that Heb 9:1-22 is a contrast between two covenantal orders, wherein the first order foreshadows the latter. 7 From this, Hughes argues that the words of Heb 9:15-18 – such as διατίθημι, φέρω, ἐπὶ νεκροῖς – should be understood semantically within the concept of covenant. Hughes’ comments highlight the challenges of translating φέρεσθαι (9:16) and ἐπὶ νεκροῖς (9:17) as testamentary terms, and those challenges are repeated and expanded by proponents of διαθήκη as covenant. Hughes argues that φέρω “is not used in the extra-biblical literature in conjunction with διαθήκη or διατίθημι,” and suggests that φέρεσθαι (9:16) should be understood to mean a representative sacrifice has been brought. 8 Concerning Heb 9:17, if ἐπὶ νεκροῖς referred to the death of the testator, according to Hughes, νεκρός would need to be singular. Hughes considers translating the phrase, “A will is legally valid at death,” but dismisses such an option due to the lack of parallel evidence. 9 Hughes additionally criticizes the testament view because “It is simply not true to the historical facts to

7. Ibid., 38.
8. Ibid., 65. Cf. 42-43.
9. Ibid., 44.
maintain that a will became operative on the basis of dead people or of a dead person. It became operative as soon as it was properly drafted, witnessed and notarized. . . .”

Hughes’s objections to φέρεσθαι and ἐπὶ νεκροῖς as testamentary terms overlap with his external evidence. Essentially, Heb 9:16-17 does not align with Hellenistic legal practice, for a will became valid upon registration and sometimes heirs could receive inheritance before their benefactor’s death. Hughes also adds that μεσίτης (Heb 9:15) is not associated with testaments (διαθήκη) in extra-biblical literature. J. J. Hughes understands Heb 9:16-17 to refer to a covenant ratification ceremony in which animal sacrifices symbolize the death of the ratifier if the covenant was broken.

Hughes’s covenant argument receives endorsement from later scholars who add their own modifications. Scott W. Hahn endorses διαθήκη as covenant in Heb 9:16-17, but acknowledges two main weaknesses of Hughes’s argument. First, Hahn states that no monolithic form of covenant making existed, casting doubt on the strong interpretation “that a covenant is never secured until the ratifier has bound himself to his oath by means of a representative death.” Hahn attempts to avoid this objection by nuancing that the


11. Ibid., 60-61; 65-66.

12. Ibid., 64-65.

13. Ibid., 46.

14. Lane, Hebrews 9-13, 243; italics mine. Quoted by Hahn, “Covenant, Cult, and the Curse-of-Death,” 80. Although Hahn claims that no monolithic concept of covenant ratification existed, he still discusses the ANE covenant ceremony as a monolithic concept, which the author of Hebrews clearly recognized (pp. 65-68; 75-79). Adding difficulty to Hahn’s argument, the animal sacrifices that accompany covenant agreements in the OT do not serve the same function. While the covenant made to Abraham in Gen 15 could possibly be a self-curse ritual, the ram sacrificed in Gen 22:13 (LXX) is a whole burnt-offering (ὁ λοκάρπωσις). Hahn understands all animal sacrifices associated with covenants as the self-curse rituals, proven by the statement, “each of the biblical covenants that concern the author of Hebrews involves a self-curse ritual symbolizing the curse-of-death” (79). According to Hahn, this includes the Sinai covenant, in which it is unclear that a self-curse ritual is intended in Ex 24:3-8, and the covenant made to Abraham. Hahn sees the splitting of animals (Gen 15:9-10), circumcision (17:10-14, 23-27), and
specific covenant of Exod 24:3-8 was “ratified by a bloody [self-curse ritual] (Heb 9:18-22). . .”\(^{15}\) Second, Hahn rightly objects to the claim that the statements θάνατον ἀνάγκη φέρεσθαι τοῦ διαθεμένου and ὁτε ἐὰν ὁ διαθέμενος mean a figurative death of the ratifier. Rather, “The author does appear to be speaking of the actual death of the covenant maker.”\(^{16}\) Hahn instead suggests that Heb 9:16 is a statement about the impending death of Israel who had broken the Sinai covenant. Hebrews 9:17 then explains that the effectiveness of a covenant depended on the covenant fulfilling the obligation of death if broken (i.e., it would not be a covenant if it did not enforce its legal penalties).\(^{17}\) Israel was therefore cursed to die, but Jesus took their place as substitute.\(^{18}\)

Hahn reiterates challenges against the testament view, as well as pointing out some weaknesses to the traditional covenant argument. Hahn’s interpretation has recently garnered support among some scholars.\(^{19}\) Jared M. Compton, however, has challenged Hahn’s position. Compton first dismisses the testament argument following the scheme

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18. Hahn translates Heb 9:16-17, “Since there is a covenant, it is necessary for the death of the covenant maker to be borne [when transgressions have taken place]: a [broken] covenant is confirmed upon dead [bodies] since it certainly is not in force while the covenant-maker lives” (“A Broken Covenant and the Curse of Death,” 431-4). In “Covenant, Cult, and the Curse-of-Death,” Hahn proposes that Israel broke their covenant during the golden calf incident (never mentioned in Hebrews), but that their curse was suspended for some 2,000 years until the death of Israel’s representative, Christ (86-87).

of Hughes. Next, Compton offers sharp reasons for the inadequacy of the traditional self-curse argument: (1) “A [self-curse ritual] contemplates future sin,” but Heb 9:15-22 discusses past sin. (2) The self-curse argument forces a foreign concept into the text, “which the grammar simply will not allow.” (3) If Heb 9:16-17 is about a self-curse ritual, then Jesus was the superior self-curse sacrifice that provided forgiveness in Heb 9:23. This is problematic, for “The symbolism of the [self-curse ritual] was not dependent on the quality of the symbol.” Compton adequately shows the difficulties of the traditional covenant view.

Similarly, Compton provides five solid reasons against Hahn’s position: (1) Heb 9:18-22 shows the author understands the sacrifices in Exod 24:5 as means to forgiveness (ἀφεσις), not symbols of a self-curse. (2) The use of ἐγκαινίζω in Heb 9:18 demonstrates the focus on covenant inauguration, not the penal satisfaction of a broken covenant. (3) Hebrews 9:23 also problematizes Hahn’s solution; the effectiveness of the self-curse ritual still does not depend on the sacrifice’s quality. (4) Hebrews 9:6-14 and 9:18-10:18, the surrounding context of Heb 9:15-17, suggest Israel’s problem – thus their need for redemption – was the insufficiency of the priest’s sacrifices, not a delayed curse. (5) Finally, Hahn’s argument does not solve the problems that he himself identifies with the traditional self-curse argument view. Hahn’s nuance, that Exod 24:3-8 was a specific self-curse ritual, fails because Heb 9:16-17 “[appears] to describe what is true in every


21. All three points are quoted from Compton, “Psalm 110,” 163.
Furthermore, Hahn’s position still presents Heb 9:16-17 as meaning a figurative death although Hahn himself criticizes this. 

After dismissing previous arguments, Compton suggests an alternative worth consideration. According to Compton, Heb 9:16-17 envisions the type of covenant made between humans and God, which “required something to be done about the human condition before a covenant could be ratified and its benefits enjoyed.” Attempting to interpret Heb 9:16-17 through the events described in 9:18-22, Compton sees 9:16-17 as stating that covenant inauguration required sacrifice, not to function as a symbolic warning, but to allow the human party to draw near to God (Heb 9:14). Citing Lev 17:11 (et al.), Compton claims that through sacrifice the sinner representationally forfeited his or her life in order to live in the presence of God. Compton’s solution has merit because it encapsulates the author’s effort to demonstrate the available access to God through Jesus’s blood (9:14; 10:19). Additionally, Compton highlights the focus on covenant inauguration in Heb 9:15-18. The difficulty, however, is that Compton’s solution still requires understanding 9:16-17 as a representative death, when the syntax suggests something more concrete.

These three variations on the covenant view show the difficulty of interpreting Heb 9:15-18. Hughes presents obstacles (repeated by Hahn and Compton) to understanding Heb 9:16-17 as a reference to testamentary practice. As Hahn and Compton argue for their reiterations of the covenant view, they each reveal the

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23. All the above points from ibid., 163-4.
24. Ibid., 160.
25. Ibid.
inadequacy of Hughes’s proposal. Compton reveals the weakness in Hahn’s argument, but Compton still cannot account for 9:16-17.

Having now discussed Hughes, Hahn, Compton, and the difficulties inherent in exegeting Heb 9:16-17, I will offer several word studies in response to the proponents of covenant in order to answer where the author learned his knowledge of terms.

**The Argument for Διαθήκη as Testament in Heb 9:16-17**

**Investigating the Terms of Heb 9:16 and 9:17**

Heb 9:16

Understanding the author’s unique use of φέρω presents a challenge for interpreting Heb 9:16. Koester understands φέρω to refer to the common legal practice whereby an heir notifies a public official about the death of the testator. As evidence, Koester quotes *P. Mich. inv.* 2841, “I therefore present the notice in order that his name may be enrolled in the list of the dead.”

As Hahn aptly observes, however, Koester’s evidence does not “mention a will or inheritance as being at issue in the notice of death.” Moreover, neither does *P. Mich. inv.* 2841 use the term φέρω. Instead, it uses ἐπιδίδωμι for “present.” While discussing Heb 6:13-20, Koester does cite a registration of death within the context of inheritance, but *P. Oxy.* 3.482 uses the term ἀπογράφω. The registration of dead persons was a required legal practice in the Hellenistic world, but

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none of the papyri use φέρω as the principal term for registration.\textsuperscript{29} If the author of Hebrews had intended to refer to the necessary legal registration of the dead, the verb ἀπογράφω would have been more appropriate. The author clearly knows this sense of ἀπογράφω, for he uses it in reference to the ἐκκλησία registered in the heavens (12:23).\textsuperscript{30} As the proponents of covenant object, evidence demonstrating φέρω as a technical legal term for registration is conjectural.

In stark contrast to the covenant view, however, φέρω nonetheless appears in testamentary discourse as a legal term.\textsuperscript{31} The legal sense of φέρω may be observed in Isaeus when the speaker accuses Hierocles of having, “the audacity to come here with a forged will (ἐστὶ τολμηρὸς ὅστε οὐ γενομένας διαθήκας ἥκει φέρων). . .”\textsuperscript{32} The use of φέρω in Isaeus demonstrates the presenting of a document in a law court; it is not exclusive to wills. A more interesting example is the dramatic episode recounted in Appian’s Civil War, when Brutus and Cassius attempt to stop the opening of Caesar’s will. After a stirring speech, Lucius Piso convinces the Senate to open Caesar’s will with the result that “Caesar’s will was now produced and the people read it at once (Διαθήκαι δὲ τοῦ Καίσαρος ὄφθησαν φερόμεναι, καὶ εὐθὺς αὐτὰς τὸ πλήθος ἐκέλευσον

\textsuperscript{29} Cf. P. Oxy. 1.76 (MM 347). In P. Oxy. 244 (cited by Attridge, Hebrews, 256n. 33) Grenfell and Hunt translate φέρω as “to register,” (Grenfell and Hunt, 2:194). Unfortunately the line is lacuna and cannot be counted as evidence. For the required registration of the dead see Winter, Life and Letters, 132.

\textsuperscript{30} Luke also uses the term when describing the census of Emperor Augustus (Luke 2:1). Also, the author of Hebrews never uses ἐπίδοθομ. Acts 15:30 reflects the sense found in P. Mich. inv. 2841.


\textsuperscript{32} De Astyphilo 22 (Forster, LCL); cf. 25.
Diogenes Laertius also uses φέρω when discussing *wills*, but due to a lack of parallel evidence it is difficult to ascertain exactly what he means. Before reciting the will of Strato the physicist, Diogenes writes, Ὑδ οὖν ψυχικῷ φέρονται καὶ διαθήκαι τοῦτον ἔχουσαι τὸν τρόπον (“But to return to Strato the physicist. His will is also extant and it runs as follows”). After reciting the will, Diogenes closes, Καὶ αἳς μὲν εἰσὶν αἱ φερόμεναι αὐτοῦ διαθήκαι . . . (5.64). The will of Strato is the only one bookmarked by the use of φέρω in *Lives of Eminent Philosophers*, making it difficult to understand its exact function. Nonetheless, it counts as another instance of φέρω in *testamentary* discourse.

Recognizing φέρω as the appropriate term for the presenting of a will would definitively prove that Heb 9:16-17 references Hellenistic testamentary practice. The grammar of Heb 9:16, however, simply inhibits this claim. The subject of φέρεσθαι (9:16) must be θάνατος. The infinitive form of φέρω takes its subject in the accusative, even in the passive voice. What, then, is the sense and meaning of θάνατον φέρεσθαι?

Lane and Hughes suggest that φέρω represents bringing sacrifices, but that is unlikely because the testator/ratifier does not sacrifice his or her life to inaugurate a διαθήκη and the author of Hebrews uses προσφέρω for *offering* sacrifice. Scholars in favor of


34. Diogenes Laertius *Lives of Eminent Philosophers* 5.61.7 (Hicks, LCL).

35. Interestingly, a TLG search reveals the combination of ἀνάγκη and φέρεσθαι communicates movement often in geometry and cosmology. It is unlikely this is what the author of Hebrews intends, but these references demonstrate φέρεσθαι takes its subject in the accusative case: Aristotle Gen. an. 787a.17; Cael.276b.14; 311b.35; [Mech.] 848.11; Phys. 215a.21; [Probl.] 913b.3; Epictetus Ench. 39.1.4; Galen De dignoscendis pulsibus libri iv 8.801.2; Nemesius De natura hominis 43.127.9; TLG Advanced Lemma “ἀνάγκη” and “φέρεσθαι” 1 words near first (Selected Forms).

διαθήκη as testament often settle for understanding φέρω in the sense of announcing a message.  

There are numerous examples where a message is brought forth (φέρω), but the subject of φέρεσθαι is θάνατος in Heb 9:16. The author could mean that the death must be announced, but Heb 9:11-22 lacks any idea of announcement. A final interpretive option remains, which is rather mundane, but makes the passage understandable.

A TLG search reveals that the verb φέρω is often associated with θάνατος. In one of the earliest instances of this combination, Xenophon recounts the iconic death of Socrates, lauding how he “won glory by the . . . equanimity and manliness with which he bore the sentence of death (τὴν κατάγνωσιν τοῦ θανάτου πραότατα καὶ ἀνδρωδέστατα ἐνέγκας).” Xenophon continues, “In fact it is admitted that there is no record of death more nobly borne (κάλλιον θανάτον ἐνεγκείν).” Xenophon uses the aorist active participle and then the aorist active infinitive of φέρω to describe the death of Socrates. The verb emphasizes Socrates’s virtue in enduring his death penalty, demonstrating the figurative sense of φέρω. The verb φέρω may take any mood but uses the active voice.

The author of Heb 9:16 could mean “the testator must endure their own death (i.e., die),” but it is unlikely. Xenophon uses the active infinitive when making the general observation that no one else has borne such a death as Socrates (Mem. 4.8.2).

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38. See the references in Field, *Notes*, 229-30; LSJ 1923.IV; MM 666.

39. *TLG* Advanced Lemma “θάνατος” and “φέρω” 6 words near first (All Forms).


41. Ibid., 4.8.2 (Marchant, LCL); Cf. Plato *Gorg.* 522d-e.

42. BDAG 1051.1.b.
9:16 is also a general observation, so the active infinitive would be expected. The TLG search, however, revealed another sense of φέρω θάνατον.

Occurring eight times in medical treatises, φέρω communicates that a certain malady results in death. Hippocrates demonstrates this three times in his work On Joints. The physician writes, “In cases where the vertebrae are curved inwards from a fall or the impact of some heavy weight, no single vertebra is much displaced from the others as a rule; and if there is a great displacement of one or more, it brings death (θάνατον φέρουσι).”

In this case, a major dislocation of vertebrae causes death. Five more times, Hippocrates uses φέρω to say a certain malady brings death (Artic. 40; 66; Morb. 1.5.12; Acut. 11.26, 70), using φέρω in the active voice (both singular and plural) with θάνατος in the accusative case. Likewise, Galen demonstrates knowledge of Hippocrates’s use of θάνατον φέρει when he quotes Acut. 11.26 with some textual variance in Galen 15.589.4.

Galen uses the phrase himself in De crisibus liber iii, when he summarizes what the physician should remember when pre-diagnosing paroxysms and cautions, “the beginnings of the paroxysms more so bring the death (αἱ ἀρχαὶ τῶν παροξυσμῶν μάλιστα φέρουσι τὸν θάνατον).” According to these physicians, death is something that can be brought.

A TLG search reveals φέρω and θάνατος not to be an unusually common combination.

Moreover, the idiom reflects two senses of the word φέρω: a figurative sense in which death is nobly endured and a literal sense in which death is brought. Determining which

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43. Hippocrates Artic. 48 (Withington, LCL).
44. Galen 9.749.12; my trans.
45. See also Josephus Ant. 18.298 and Cyril of Alexandria Contra Julianum 1.16.13. There are two more references that use φέρω to say a death penalty has been brought, “τὴν ψῆφον θάνατον φέρειν τὴν πλήθει νικῶσαν” (Plato Leg. 856c); cf. Chariton Chaer. 3.4.15.
sense fits Heb 9:16 still has its challenges, however, because an exact grammatical parallel of 9:16 has yet to be located. When φέρω takes the passive voice, a nearby dative designates to whom death is brought (Cyril *Contra Julianum* 1.16.13; Chariton *Chaer.* 3.4.15). There is even a dative of indirect object in Hippocrates when φέρω is active (*Acut.* 11.26). If the author of Hebrews meant “death must be brought to the testator,” then διαθεμένου would likely be dative.

There is one genitive construction, however, that allows for the above interpretation. Concerning the predicate use of a genitive that describes a noun, Smyth says, “The genitive with εἰμί may denote the person whose nature, duty, custom, etc., it is to do that set forth in an infinitive subject of the verb . . .”:46 As his first example Smyth quotes Menander *Sent.* 463, πενίάν φέρειν οὐ παντός, ἀλλ’ ἀνδρὸς σοφοποῦ, which he translates, “’tis the sage, not every one, who can bear poverty.” Here εἰμί is omitted, but reveals the object (designated by the genitive substantive) who fulfills the nature outlined by the infinitive subject.

Paralleling Menander’s grammar, Heb 9:16 exemplifies the predicate use of the genitive defined by the infinitive subject. The author of Hebrews refers to a well-known custom while explaining the death of Jesus. First the author introduces the concept of a testament (διαθήκη) while omitting εἰμί (9:16a). Then the author describes the custom using an infinitive that is fulfilled by a substantive participle in the genitive case. Given Smyth’s example, it is possible that the author of Hebrews omitted a second εἰμί in the latter half of the verse (Heb 9:16b). Hebrews 9:16 should be translated, “For where there

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is a will, ’tis the testator who must be brought death.” Hebrews 9:16, therefore, is an alternative means of expressing a death has to happen (cf. θανάτου γενομένου; 9:15) that has its precedent in medical treatises.

I hope to have demonstrated that φέρω θάνατος is not unusual and that, although awkward to at least English ears, Heb 9:16 has a grammatical precedence. My interpretation rests on the inadequacy of prior solutions and the realization that φέρω θάνατος occurs enough in literature as an appropriate means to say “death happens.” Hebrews 9:16 does not employ φέρω as a technical legal term. Rather, Hebrews 9:16 is a simple (non-specialized) reference to a common legal custom.

Heb 9:17

Most unusual is the author’s use of ἐπὶ νεκροῖς to communicate that a will takes effect after the testator’s death. It is over this peculiarity that opponents of the testament view object, saying wills are not valid “on the basis of dead people,” and inheritance may be given before death, which prompts their suggestion that νεκροῖς refers to animal sacrifice.48 James Moffatt, a proponent of the testament view, aptly stated, “The illustration has its defects, but only when it is pressed beyond what the writer means to

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47. A more literal way of translating Heb 9:16b, “the necessity to be brought death is of the one testating.” Compare with a more literal translation of Menander Sent. 463, “To bear poverty is not of everyone, but of the wise man.” My grammatical proposal has a leg to stand on because the infinitive (φέρεσθαι) separates the accusative (θάνατον) and the substantive genitive (τοῦ διαθεμένου) like Sent. 463. If διαθεμένου was placed immediately after θάνατον, the above genitive construction would not work.

imply." Furthermore, the author’s use of νεκρός is similar to that of a near contemporary who also discusses a testament.

While teaching the proper and improper uses of the oath, Philo makes a brief reference to testamentary practice. In one of his negative examples, Philo crafts an outlandish character who swears while in a fit of rage:

They say they will not welcome so and so at the same table nor under the same roof. Again they will not permit any help to such one nor will they receive any help from this one until death. But it is when even after death they carefully guard the irreconcilable nature, not even directing in their wills to allow the things customary for the dead bodies (οὐδὲ νεκροῖς τοῖς σώμασιν ἐπιτρέποντες ἐν διαθήκαις τὰ νομίζόμενα παρασχεῖν). The idea is that the character refuses help from a sworn enemy, even making the preemptive effort to forbid the opponent from assisting the character’s corpse. Where scholars have said ἐπὶ νεκροῖς (Heb 9:17) cannot be a part of testamentary practice, Philo shows otherwise. This text also uses the plural of νεκρός to describe a single theoretical event. Finally, Philo’s brief reference shows the directions (ἐπιτρέπω) of the will taking effect after the testator becomes a corpse. Philo’s Spec. Leg. 2.16, therefore, shows that the ἐπὶ νεκροῖς of Heb 9:17 fits within testamentary discourse.

Further supporting the testament view, the term βέβαιος (9:17) also finds use in testamentary discourse. Isaeus uses a cognate of βέβαιος to express the validity of a will contested in a court of law. Casting doubt on his opponents, in Cleon. 19 the speaker


51. It is also common to refer to a single will with the plural διαθηκαῖ. See Josephus *J. W.* 1.688-69.
claims they insist that Cleonymus, the deceased testator, would have wanted “to confirm (βεβαιοῦν) the will which he made in anger.”

52 Josephus uses βεβαιωτής to describe the authority given to Caesar in order to insure Herod’s will was fulfilled after his death, κύριον γὰρ ἀπάντων ὑπὸ διατάξεων καὶ βεβαιωτήν τῶν διαθηκῶν εἶναι Καίσαρα. . . .

53 In Heb 9:17, the author’s claim that a διαθήκη is βεβαία (confirmed) after death parallels testamentary discourse. Of course, βέβαιος is not an exclusive testamentary term, but often signifies the confirmation of legal documents and agreements.

Concerning Heb 9:17b, P. Oxy. 22.2348.2.40 is the only source I could locate that uses ἰσχύω in the context of a διαθήκη. The testator writes, “If hearafter I make provisions in any manner whatsoever, I wish it to be valid (Εἰ τι ἐὰν μετὰ ταῦτα οἴων ὑπὸ κρίσης ἄφαντος τρόπῳ ἐχθρὶ ἰσχύειν θέλω).” Here, the use of ἰσχύω warns the reader that penalties will be enforced if the will’s provisions are transgressed. Differing slightly, Hebrews 9:17b uses ἰσχύω to say an entire will takes effect after the testator’s death. Given that P. Oxy. 22.2348 was written in 224 CE and it is the only occurrence of ἰσχύω in a will, it is unlikely the author learned his use of ἰσχύω from Greek translations

52. When Cleon was not in his right mind, a common strategy for casting doubt on a will. Isaeus Cleon. 19 (Forster, LCL). This is the only time Isaeus uses a cognate of βέβαιος to describe a διαθήκη, but he also uses cognates of βέβαιος to describe the gifts given by a will (Cleon. 18; βεβαιῶσαι σφίσιν αὐτοῖς τὴν δωρεάν) as well as the property given by a will (Cleon. 22; ἡ τὴν οὐσίαν ἔξειν βεβαιοτέραν).


54. Cognates of βέβαιος are often found in Greek translations of Latin wills: P. Oxy. 6.907 (276 CE); 8.1114 (237 CE); 9.1201 (258 CE); 22.2348 (224 CE); BGU 326 (Greek Translation of Latin Will). Cf. the use of βεβαια in P. Yadin. 1. 19.23, 25. For background see Yosef Rivlin, “Gift and Inheritance Law in the Judean Desert Documents,” Pages 165-83 in Law in the Documents of the Judean Desert, ed. Ranon Katzoff and David M. Schaps, Supplements to the Journal for the Study of Judaism (Leiden: Brill, 2005).

55. TLG Advanced Lemma “ἰσχύω” and “διαθήκη” 1 lines near first (All Forms); Advanced Lemma “ἰσχύω” and “διατίθημι” 1 lines near first (All Forms).

of a Latin will. Rather, both Heb 9:17b and P. Oxy. 22.2348 reflect the common legal sense of ἰσχύω, which often communicates the enforcement or strengthening of a law or document. 57

Summary

Having resolved some of the exegetical issues inherent in Heb 9:16-17, it should be clear that the author of Hebrews refers to a testament when explaining the death of Jesus (9:15-17). Furthermore, the parallel sources reveal the caliber of language the author employs. In Heb 9:16b, φέρω is not a technical legal term, but an idiomatic way of saying death happened. The reference to dead bodies (νεκρός) occurs not in actual wills, but in a general reference to common testamentary practice (Philo Spec. Leg. 2.16). The author inserts technical legal language in Heb 9:17 (βεβαία, ἰσχύω), but this language is not exclusive to testamentary discourse. Interestingly, the above references to Philo, Isaeus, and Josephus discuss wills in reference to their effect after death. Although certain specific wills benefit the heir before the testator’s death, it was the general understanding that wills took effect after death. The author’s analogy (Heb 9:16-17) does not follow the technicalities of specific legal regulations and formulas of a will, but instead follows common expectation and general knowledge. Hebrews 9:16-17 reflects common testamentary discourse. As I will argue in the following section, the author also uses testamentary discourse outside Heb 9:16-17, thereby dismantling the pro-covenant’s lexical argument.

57. BDAG 484.4; MM 308; Thompson, Hebrews, 190; recall my comments on ἰσχύρος, a similar term, in my chapter 4.
Other Testamentary Terms outside Heb 9:16-17

For Hughes, διαθήκη in Heb 9:16-17 cannot mean testament because the epistle clearly demonstrate the sense of covenant elsewhere. Although the term ἀθέτησις is found in testaments (e.g., P. Oxy. 493.9), the context of Heb 7:18 makes it unlikely the author refers to testamentary discourse there. Nonetheless, the epistle exhibits two passages that use terminology found in testamentary discourse, disproving Hughes’s lexical argument.

Heb 10:9

Attridge has already observed the origin of ἵστημι and ἀναιρέω in Heb 10:9, which reflects the collision of two worlds.\(^{58}\) Beginning in Heb 10:1, the author claims that the sacrifices mandated by the Law were inadequate (10:4), but pointed to the coming good things. The author then interprets Psalm 40:7-9 christologically to claim that the first διαθήκη/Law has been replaced by the new διαθήκη/Law. The verb ἵστημι often associates with God’s covenant in the LXX (e.g., Gen 9:11, 19). In Hellenistic literature and papyri, the verb ἀναιρέω signifies the annulment of a will (διαθήκη; Isaeus Cleon. 14, 18, 21).\(^{59}\) In the LXX, the verb ἀναιρέω never describes διαθήκη, while the verb ἵστημι never describes διαθήκη in Hellenistic literature.\(^{60}\) Therefore, the author learned his use of ἵστημι (10:9) from the Septuagint, yet learned his use of ἀναιρέω from common Hellenistic legal language. Hebrews 10:9 demonstrates awareness of both the covenantal and Hellenistic sense of διαθήκη.


\(^{59}\) See also P. Oxy. 3.493.8; 495.3; P. Strass 4.284.4.

\(^{60}\) TLG Advanced Lemma “ἵστημι” and “διαθήκη” 1 lines near first (All Forms); Advanced Lemma “ἀναιρέω” and “διαθήκη” 1 lines near first (All Forms).
Heb 8:13

After quoting Jer 31(38):31-34 at length, the Epistle to the Hebrews features another juridical term that comes from testamentary discourse, previously unnoticed by others. Understanding the term requires the introduction of another first century CE author with an entirely different worldview. This author believed in a world ordered by uncontrollable cosmic powers. If a person were to enjoy this life, the author believed, he or she would need to avoid poor timing – that is, the individual would need to observe carefully that the stars aligned in his or her favor. The world was unpredictable and any facet of everyday life could go awry. It was the job of Dorotheus of Sidon, the astrologer, to reduce the anxiety created by the powers that be. Following the pattern of the stars, Dorotheus provided instruction for ensuring good fortune in travel, illness, prison, and even marriage ceremonies.

The last will and testament functioned to reduce the anxieties of death, but as Dorotheus demonstrates, not even the διαθήκη is exempt from misfortune. In his fifth book, Dorotheus offers instruction for avoiding mishap when finalizing a will. Several of these include predictions of when the testator will die, but some of the instructions reveal complications that can affect a will. In one scenario, the testator does not die, but will have to write a second will if the moon and the ascendant (ὡροσκόπος) are in the tropical zodiac (427.1). In another scenario, maleficent people will dispute the will if

Mercury is not propitious (κακωθείς; 427.4). Finally, Dorotheus provides a remedy for the worst thing that could happen to a testator:

It is absolutely of necessity (ἀναγκαίως) that Mars be carefully observed in order that it may not ascend, nor be with the moon, nor become quartile, nor be in opposition, for thus not only will the testator die, but also the testament will disappear either by a different falsehood being accepted against the testament or because it was stolen (οὕτω γάρ οὐ μόνον ὁ διαθέμενος τελευτήσει, ἀλλὰ καὶ ἡ διαθήκη ἀφανισθήσεται ἢ τοι κλαπείσα ἢ ἔτέρας ψευδοῦς ἀντ᾽ αὐτῆς ὑποληφθείσης). 62

There is no greater anxiety than for the testator to die and the will to become nullified by another party.

In a normal setting the term ἀφανίζω means to make something disappear, such as the whiteness of wool (Athanaeus Deip. 15.34.33 [Kaibel]). In juridical settings, the term means the destruction or abolition of a law. 63 It is this judicial sense observed in Dorotheus. Here, Dorotheus provides two contexts for the ἀφανίζω of a will: an opponent’s lies are accepted in court, or, with more emphasis on this outcome, someone steals the will. Dorotheus offers steps to prevent the literal vanishing of a will or the nullification of a will in court.

Before citing the use of ἀφανίζω in other examples of testamentary discourse, the textual history of Dorotheus must be reviewed. The text cited above is not even a fragment, but a copy of Dorotheus found in the appendix of Apotelesmaticorum, the work of the 4th-century astrologer Hephaestio. 64 The Greek manuscript evidence for Dorotheus

62. The text cited here is Dorotheus Carmen Astrologicum 5.42 taken from Pingree, Dorothei Sidonii, 427.3.

63. Demosthenes Timocr. 38; Aristotle Αθηναιων πολιτεία 22.1; Isaeus Cir. 1; Josephus Ant. 12.256; 18.222; 19.156; Cf. LSJ 286; MM 95.

is fragmentary; the most extant evidence is a ninth century Arabic manuscript. Pingree’s English translation suggests the Arabic manuscript differs in structure, but maintains the general idea. Pingree translates the Arabic version of 5.42, “and the will will not be executed after his death, but someone after him will refute him in his will and write in the will or steal the will.” I must confess that I do not know Arabic. Both Pingree’s translation of the Arabic and my translation of the Greek center on the sealing of a will when Mars is with the Moon. I assume Pingree’s “the will will not be executed” is the English translation of the Arabic equivalent for ἀφανίζω. If, however, I am incorrect and ἀφανίζω in the Greek text is a late corruption, two other primary sources demonstrate that ἀφανίζω is a technical legal term used in testamentary discourse.

Demosthenes, the 4th-century orator who trained under Isaeus in order to rectify his own disputed inheritance, uses ἀφανίζω. Throughout the speech, Demosthenes uses ἀφανίζω to describe property directed to Demosthenes that his guardians made disappear by means such as selling the slaves promised to Demosthenes (I Aphob. 26.8; 61.6; 2 Aphob. 12.9). In addition to hiding property promised by individual clauses of the will, Demosthenes accuses his guardians of abolishing the will in entirety, οἷς καὶ τὴν διαθήκην ἡμανίκας ὡς λήσοντες (I Aphob. 64.6; cf. 48.5; 2 Aphob. 10.3). As a final reference, Cassius Dio further proves ἀφανίζω as part of testamentary discourse, when he writes, “And thus Nero, having first destroyed the will of Claudius (“And thus Nero, having first destroyed the will of Claudius

65. Pingree, Dorothei Sidonii, XIV.
66. Ibid., 321.
68. The verb ἀφανίζω also describes what happened to sofa-makers (I Aphob. 24.2), ivory (33.10), and all the property (οὐσία; 44.2; 48.3; 3 Aphob. 43.8).
Both authors demonstrate ἀφανίζω as a technical term signifying the destruction of a will.

When the author of Hebrews writes, ἐν τῷ λέγειν καινὴν πεπαλαιῶκεν τὴν πρώτην· τὸ δὲ παλαιούμενον καὶ γηράσκων ἐγγὺς ἀφανίσμον, (Heb 8:13) he means, “when he says new, he has made the first old; what is becoming old and aging is near nullification.” When the author interprets Jer 31(38) to mean the old is near destruction (Heb 8:13b), he speaks from the time of Jeremiah’s utterance. In Heb 9:15, when Jesus has died, the old has reached ἀφανισμός. The author has learned this language from testamentary discourse, which he enlists to interpret the promise of a new covenant. It is no surprise that the author connects testamentary discourse with Jeremiah’s promise, for both have a lot in common. Jeremiah’s διαθήκη includes dispositions for the heirs, Israel and Judah, just like the Will of Eudaemon instructs his sons. The comparison to a will was inevitable. It was even common practice to rewrite a second will, as observed in Dorotheus. Given its use by an astrologer, ἀφανισμός was probably a known threat associated with a will. In summary, Heb 8:13b shows the author used technical testamentary discourse elsewhere in his epistle.

Concerning the Origin of Μεσίτης and Ὑγγυος

In regard to μεσίτης (Heb 8:6; 9:15; 12:24), Hughes claims that a mediator of a testament (μεσίτης διαθήκης) has never been discovered in extra-biblical sources and therefore μεσίτης is a covenant term. Wiid recognizes that Hughes never cites examples

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71. Hughes, “Hebrews IX 15ff.,” 64.
of μεσίτης as a covenant term, and then argues μεσίτης occurs “in addition to, but in conjunction with διαθήκη [testament] . . . ”

Wiid never cites examples of how μεσίτης is related to testaments, but the papyri clarify Wiid’s intent. As Albert Oepke observes, the papyri demonstrate that the μεσίτης is a neutral party who can guarantee agreements, witness legal transactions, or serve as “sequestrator.”

In BGU 2.419.8 and 18, inheritance is temporarily given to a mediator to ensure the transfer of goods. The author of Hebrews never defines μεσίτης and exhibits no specialized knowledge of the term (8:6; 12:24). Rather, the author makes a simple reference to a common legal term. The term is appropriate for describing the office of High priest, who mediates between God and his people (Heb 8:6; 9:14c). The term is also appropriate for the agent of the new covenant, who ensures the inheritance will be delivered (Heb 9:15b), similar to BGU 2.419. Thus, μεσίτης is not a testamentary term but a legal term designed to ensure the delivery of property and agreements by a third party, which the author learned from common knowledge and perhaps a Christian tradition (Gal 3:15; 1 Tim 2:5).

The term ἔγγυος (7:22) has been reserved until discussion of μεσίτης because it is a close synonym. Like μεσίτης, ἔγγυος is a common legal term often associated with the


73. Wiid does not cite primary references for his understanding of μεσίτης, even in his dissertation. See J. S. Wiid, “The Meaning of Diatheke in Hebrews Chapter 9 with Special Reference to the Oxyrhynchus and Other Egyptian Papyri” (Ph.D. diss., Rand Afrikaans University, 1991), 100-105; 200-203.


75. Cited in TDNT 4:600. For similar functions of μεσίτης, see P. Strass 4.284 (also cited in TDNT); Chr. Mitt. 88.27; 93.11; P. Fam. Teb. 11 col.i.5; P. Cair. Goodsp. 29.4, 3.5.1.
delivery of goods and agreements. The ἔγγυος is a third party who claims responsibility for the first party. In P. Oxy. 2.259 (23 CE), Theon offers surety for Sarapion, who was apprehended for failing to deliver a promised gold bracelet, allowing Sarapion to leave prison and fulfill his promise. The term suits Heb 7:22 because Jesus died for the forgiveness of sins committed under the first covenant and ensures the delivery of the inheritance (9:15; cf. Sir 29:15). Similar to μεσίτης, the author never defines ἔγγυος nor demonstrates a specialized knowledge. The use of ἔγγυος in Heb 7:22 is a simple reference that the author learned from common legal terminology that ensures the delivery of property and agreements under penalty.

Summary

Neither ἔγγυος (7:22) nor μεσίτης (8:6; 9:15; 12:24) is a testamentary term, but both are associated with common legal matters regarding property and agreements. They show that the author relies on common legal terms to communicate his theology. The term ἀφανισμός (8:13), however, is a legal term used in testamentary discourse. Likewise, the author uses a legal term found in testamentary discourse to claim the old διαθήκη has been abolished (ἀναιρέω) in Heb 10:9. This survey demonstrates that the author of Hebrews intentionally used testamentary discourse outside Heb 9:16-17, which problematizes the lexical argument used by proponents of the covenant view.

Conclusion: A Death Providing Forgiveness and Access to Inheritance

Having established that Heb 9:16-17 refers to common testamentary practice, I will briefly examine what it means. Hebrews 9:15-22 occurs near the end of the author’s

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76. See BGU 1.197 (17 CE); 2.538 (100 CE); 3.916 (69–79 CE); P. Yadin. 1.21 (130 CE); P. Cair. zen. 1.59001 (273 BCE); Spicq, “ἔγγυος,” TLNT 1:390-95; Herbert Preisker, “ἔγγυος,” TDNT 2:329; MM 179.

77. Cf. Pollux Onom. 8.33.
main argument (the probatio; Heb 4:14-10:31), which explains the significance of Jesus’s high priesthood and why the congregation should continue in faith. Chapter 9 argues that the Day of Atonement is the prototype of what Jesus accomplished in the heavenly tabernacle when he ascended to the right hand of God (8:1). Hebrews 9:15-22 sits in the middle of this argument and further explains what Jesus’s death accomplished and how.

Hebrews 9:15 proclaims that, because Jesus has entered the heavenly tabernacle and offered his own blood (9:11-14), he has become “the mediator of a new covenant.” This results (ὅπως) in that “those who have been called may receive the promise of the age of inheritance, because a death has happened for the redemption of the transgressions in the first covenant.” In Heb 9:16-22, the author explains how Jesus’s death effect ed the accomplishments listed in 9:15. Hahn recognizes that Jesus’s death provides the promised inheritance (9:15), but his exegesis of 9:16-17 narrowly focuses on the aspect of redemption provided by Jesus’s death. The author, however, has not yet explained how Jesus’s death allows for the reception of inheritance, nor the inauguration of the new covenant. Hebrews 9:16-22 explains how Jesus’s death resulted in all of the aspects mentioned in 9:15: inheritance, the inauguration of the new covenant, and redemption.

In Heb 9:16-17 the author does not explain the benefit of redemption (ὑπολύτρωσις) but explains how Jesus inaugurated the new covenant and its inheritance. This is why κληρονομία is the last word of 9:15. The author accomplishes this through an


79. The author of Hebrews, however, has been explaining that Jesus’s death created forgiveness in Heb 9:9-14. See Hahn, “A Broken Covenant and the Curse of Death,” 420-1, 431. Hughes unnecessarily prohibits any possibility that the author could mean to explain how Jesus’s death brought inheritance in Heb 9:16-17, calling it “nonsense.” See Hughes, “Hebrews IX 15ff.,” 63; cf. 33-34, 38. The author of Hebrews, however, has been explaining that Jesus’s death created forgiveness in Heb 9:9-14.
analogy to testamentary practice introduced by Ὄπου γὰρ (“for where”) The author does not claim the covenants (διαθήκη) of Jer 31(38):33 and Exod 24:8 were secretly wills (διαθήκη), but he makes a comparison to a well-known custom that allows him to communicate his theology – that Jesus’s death inaugurated the new and provided access to the promise of inheritance.

In Heb 9:18, the author uses ὅθεν to introduce a new thought that draws its premise from the prior principle (9:16-17). It is the equivalent of saying “just as death causes a will (διαθήκη) to take effect, the first covenant (διαθήκη) was inaugurated on a similar premise (i.e., it too involved death).” The author does not call Exod 24:8 a will, but applies his analogy of 9:16 to the Sinai covenant, which was inaugurated by blood (9:18). Here, the author focuses on how Jesus’s death effected the aspect of redemption in 9:15c. Hebrews 9:18-22, which highlights that forgiveness is only possible with blood (9:22), allows the author to return to his argument about the atoning death of Jesus the high priest.80

Proponents of the covenant view object to the author’s interpretive move in 9:16 on the unspoken ground that it is unsatisfactory, even shallow. Attridge’s observation that 9:16 “is in fact quite playful,” communicates, unintentionally, a flippant dismissal of the author’s interpretive move, to which Hahn reacts.81 Understanding the validity of Heb 9:16-17 requires empathy on the interpreter’s part.82 In Heb 9:15-22, the author interprets

80. Compton’s instinct to emphasize the forgiving effect of blood and that death inaugurates a new covenant in Heb 9:15-22 is correct (Compton, “Psalm 110,” 161-71). Yet, his inability to recognize 9:16-17 as a testamentary analogy prevents him from grasping that 9:16-17 also explains how Jesus’s death brings with it inheritance.


82. I think Moulton and Milligan’s words one hundred years ago are the most appropriate for this problem (MM 148-49).
a series of texts (Ps 110, Jer 31, Exod 24) through what is already a reality for the author: the Messiah had already died and inaugurated the new covenant. The author makes an inevitable comparison using the tradition he inherited made possible by the LXX’s use of διαθήκη. Furthermore, Heb 9:16-22 does not explain why Jesus had to die, but explains how Jesus’s death effected the results listed in Heb 9:15. The author accomplishes this through two analogies: common legal practice (9:16-17) and Scripture (9:18-22).

In addition, the author of the Epistle to the Hebrews is not the first writer who values the LXX to make this interpretive move. The Apostle Paul also explains his covenant theology by making an analogy to testamentary practice in Gal 3:15. There is, however, one more author who explains his covenant theology with an analogy to testamentary practice. Johannes Behm observes that Philo uses human wills to amplify God’s covenants.83 The clearest example of this, known only from an Armenian manuscript, happens in QG 3.60. Philo quotes Gen 17:21 and writes, “Just as in human testaments some persons are inscribed as heirs . . . so also in the divine testament he is inscribed as heir who is . . . a disciple. . . .”84 Here Philo quotes Scripture and then interprets it with a comparison to secular διαθήκαι. This pattern repeats in Mut. 51-52.85 In Mut. 52, Philo quotes Gen 17:2 and writes, “διαθήκαι are written to help those worthy of the gifts (διαθήκαι δε ἐπ’ ὕψελεια γράφονται τῶν δωρεᾶς ἀξίων; my trans.) . . .”


85. Attridge, Hebrews, 256n. 30 references Philo Mut. 51-2, but only in reference to Philo’s lost treatises on covenants; cf. Koester, Hebrews, 418, who also references Mut. 51-2, but does not observe the word play. Note Moffatt, Hebrews, 128 acknowledges that Philo was aware of the secular and religious meaning of covenant.
never writes his covenant down to Abraham. Rather, Philo makes a comparison to testaments, which are written (Isaues Cleon. 24; Plato Leg. 923c) to bestow gifts (Isaues Cleon. 18) and inheritance (κληρος; Mut. 51), in order that Philo may communicate a theological concept.\(^86\)

All three authors, who share a high competency in and regard for the Septuagint, explain God’s covenant through a comparison to human testaments (διαθήκη). Although modern translators struggle with the validity of Heb 9:16-17, the author and his contemporaries found it an acceptable argument. The author probably did not learn his interpretive move from Paul or Philo given that they use it differently. Rather, Heb 9:16-17 is the inevitable result of the Bible’s Greek translation. The Greek language allows the author to show a beleaguered audience a superior inheritance promised by a διαθήκη of God, exempt from any misfortune, made accessible on account of the superior sacrifice that allows the church to draw near to God’s sanctuary until their high priest appears a second time (9:28).

\(^{86}\) Cf. Mut. 58-59. Note, Behm also mentions Philo Somn 2.224 and Sacr. 57, but it is not as immediately clear Philo references a will.
CHAPTER VI

THE RHETORIC OF LAW AND GOD’S PROMISES

Answering the Question and Understanding the Author

Just as Origen confessed in the third century about the Epistle to the Hebrews, only God knows the identity of the author.¹ My thesis intended to discover more about the anonymous author and his theology by focusing on his use of technical legal terms. At the outset of research and writing, I had hoped to locate the author within a specific group. Overall, the complex of legal terms does not link the author neatly within one group such as an imagined Alexandrian Christian school of rhetoric. Nor do the terms reveal an individual experienced in the court system, who knows the intricacies of testamentary law akin to a first-century Isaeus. Nonetheless, the complex of legal terms contributes to understanding the author’s profile. In order to identify the author within a specific group, I asked where the author learned his knowledge of legal terms. Close examination of the collective legal terminology has revealed that the author learned from various sources.

Most of the legal terms in the epistle result from their normal association with a particular concept. For example, the author discusses the reliability of God’s word (Law) in Heb 2:2-4 with terms from the appropriate legal discourse. The majority of the terms in 6:13-18 result from rhetorical terminology associated with oaths and a type of speech found in Rhetorica ad Alexandrum. In Heb 7:11-19, the legal terms come from discourse

concerning a change of law, as well as its assessment, reflecting the instinct of a rhetorician. Finally in Heb 8:13, 9:15-17, and 10:9, several of the key terms come from common testamentary discourse.

Not every term in a given locus, however, reflects the central concept of a passage. In Heb 2:4, συνεπιμαρτυρέω is not normally associated with the reliability of law, but has been learned from advanced argumentation and has been attached to a Christian tradition discussing the revelatory actions of God. Others result from common juridical terminology found in papyri. For example, ἀμετάθετος (6:17-18) does not usually describe an oath or the points of a speech, but is often found in legal agreements or contracts. Likewise, the term ἀθέτησις never accompanies discourse concerning a change of law. Instead, ἀθέτησις signifies the canceling of agreements. The terms ἔγγυος and μεσίτης, although paired with διαθήκη in the epistle, are not normally associated with wills, but come from the realm of property and common law. Additionally, terms also result from the LXX such as the use of παράβασις (2:2) or the use of ἰστημι (10:9) to designate the establishment of a covenant.

Although originating from several sources, answering where the author learned his terminology contributes to the profile of the author. Several key terms demonstrate a background in rhetoric. Indeed, the frequent use of legal terminology matches the profile of a rhetorician. Quintilian instructs, “It is more important for our purpose to note that arguments may be drawn from . . . points of law.”

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2. For the discussion, see my pg. 48n. 41.

3. Quintilian *Inst.* 5.11.32 [Butler, LCL].
general public.⁴ Hebrews 7:7 further demonstrates the strategy of a rhetorician, when the author uses χωρὶς πάσης ἀντιλογίας. The author uses a phrase from common legal practice, unrelated to the context of Heb 7:1-10, in order to amplify his argument.⁵ This rhetorical strategy fits the aim of the author who is trying to comfort and embolden his audience with the certainty of Christ.

In reality, few of the technical terms require a specialized legal knowledge, and they do not reflect the proper formulas found in juridical papyri. The author uses concepts that the audience would easily understand. Hebrews 7:11-19 mildly reflects a rhetorician’s training to assess laws, but the terminology involved is common sense and would be understood by the audience. It is unclear, however, if the audience would understand εἰς βεβαίωσιν as a technical term designating a part of speech that confirms the narrative, but the audience would still understand the certainty offered by an oath from God (6:16). Regardless if the audience recognized the technical nature of βεβαίωσις, Hebrews 6:13-18 offers the clearest example that the author possessed a rhetorical education. The use of the legal terminology in the Epistle to the Hebrews demonstrates the strategy, craftsmanship, and polish of a trained rhetorician, who understood that parts of a speech according to the theories of Anaximenes.

Nonetheless, rhetoric is not the only influence of the author. Hebrews 2:2-4 exemplifies that the author shared a tradition with people who value the Law of Moses. The author speaks of the reliability of the Law just as Josephus and Philo did.

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⁵ See my pg. 55n. 59.
Furthermore, the author is influenced by and imitates the language and concepts of the Bible itself, demonstrated by the use of παράβασις and παρακοή (cf. 1 Kgdms 15:24; 4 Kgdms 18:12). The author’s theology, which seems to depart from the prescripts of Scripture, actually depends on a close reading of the Septuagint. Last, as can be observed in how the author reads Scripture, the author has been influenced by the Christ event and early Christian traditions. The author’s comment that God testifies by signs and wonders (2:4) reflects a common NT and LXX concept. Overall, the use of legal terms demonstrates a complex profile of the anonymous author of the Epistle to the Hebrews who is rooted in the Septuagint, early Christianity, and classical rhetoric.

A Theology of Legal Terms

This complex author uses a series of legal terms in an epistle written to exhort a struggling community. Although originating from various sources, observing the terminology as a whole reveals a consistent purpose. The complex of legal terms functions to communicate the author’s eschatology and the reliability of God’s promises.6

Before discussing the theology of the terms, it is necessary to recognize first their sociological value. In their ordinary use, the terms are legal mechanisms that function to reduce the social anxiety of everyday life. This may be observed in concepts such as testaments, which ensure family members are protected even after the death of a testator, as well as oaths which rely on the gods to enforce promises. The term ἀμετάθετος also functions to legitimate an agreement or stipulation. Additionally positions such as the μεσίτης and ἔγγυος recruit a third party to help in legal matters and transmit property. At some level, even laws function to reduce anxiety and are changed if they do not help a

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society. It is with this sociological function in mind that the author uses the legal terms throughout his epistle.

Sharing common ground with Philo and Josephus, the author uses terminology associated with the reliability of a law to communicate the reliability of God’s Law (ὁ λόγος) and the word spoken to the early church in Heb 2:2-4. The author communicates the reliability of God’s words because a tremendous salvation is at stake (σωτηρία; 2:3). The author exhorts his audience to hold on to what they have heard for God’s word is more reliable than the oldest laws from any other country. God’s word will bring the salvation about to be inherited (1:14) or just recompense to the unfaithful in the end (2:2).

The discussion of God’s oath in chapter 6 comes after a sharp exhortation to the audience. The author (we) wants the audience to remain hopeful until the end (6:11) and asks them to be “imitators of the ones inheriting the promises through faith and endurance” (6:12). The author recounts the great endurance of Abraham (6:15), but the emphasis of Heb 6:13-20, however, is God’s faithfulness to his oaths. The oath is the surest confirmation of any speech, in which God desired to show the heirs of the promise, the audience who is the seed of Abraham (2:16), the unchangeable nature of God’s plan (6:17). The author encourages the audience that they may take refuge in the previously laid out hope, which includes a promise to inherit a city (6:18; Gen 22:17).

The same characteristics of God’s oath to Abraham are applied to God’s oath in Ps 110:4, “The Lord swears and will not change His mind; you are a priest into the age according to the order of Melchizedek.” In Heb 7:11-19, the author reveals the implications of the new priesthood: God’s Law changed on account of His oath. Using legal parlance for a change of law, the author claims the laws pertaining to priesthood
were not good enough. This newer law (Ps 110:4) is irrepealable (7:16) and installs a new high priest forever (7:17), who is “able to save everyone drawing near to God through him” (7:25). As the author has been revealing, the promised salvation and inheritance has not yet fully arrived, but Christ’s priesthood is the vehicle through which the audience may persevere to the end. The author has this same function in mind when he uses μεσίτης and ἔγγυος. The Son is a third party that guarantees the new covenant and that the heirs of the new covenant stay in relationship with God.

In Heb 9:16-17, the author compares the new covenant to a will in order to say the promises spoken through Jeremiah have taken effect on account of Jesus’s death. The old covenant has reached nullification (8:13; 10:9), which means the new is established (9:15; 10:9). This new covenant allows “those who have been called [to] receive the promise of the age of inheritance” (9:15). Unlike Demosthenes or Dorotheus, the heirs of the new covenant will not fear its nullification (ἀφανισμός) because a superior high priest mediates and ensures the new covenant, which has been confirmed to be in effect by a death.

The legal terms are not the only means through which the author communicates his eschatology, but they are a recurring rhetorical device that communicates the end is guaranteed. Furthermore, these terms, used in everyday life to reduce social anxiety, function to boost the faith and confidence of the audience. The audience is a second-generation church that questions their commitment to Jesus.7 The word of God, spoken through a Son (1:2), promises that the world – filled with the anxiety of death, conflict, xenophobia, imprisonment, public shame, insecurity, and hopelessness – will be subjected under the feet of the Messiah who sits at the right hand of God (Ps 110:1; 8:7).

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But the church does not see the world subjected to Christ (2:8). In response, the author writes a lengthy epistle so that the audience may realize the great inheritance to which they have access. The Son promises an unshakable kingdom, a city called home, and heavenly rest. The author acknowledges the promises are incomplete and the journey is long, but the church has the most treasured possession of all, the audacity to draw near the throne room to the one through whom the everything exists in order to be cleansed by the blood of the everlasting priest who intercedes for those he is not ashamed to call family.

One of the means through which the author communicates this invisible reality is the technical legal terms. They allow the author to pull from matters of everyday life to demonstrate the reliability of the God who has spoken through Jesus. The legal terms reveal an eschatology having legal certitude, with which he encourages a struggling community yearning to envision the spoken word of God.

**Summary Remarks**

In conclusion, I offer creative agreement with Harold W. Attridge, who claims the collective legal terms are metaphors found in “the standard rhetorical repertoire [and] ornament the discourse.” I further confirm that the use of legal terms matches the profile of an early Christian with a rhetorical education, influenced by the language of the LXX. I also identify that the author has learned the parts of a speech from a tradition following *Rhetorica ad Alexandrum*. I contribute words to the list of technical legal terms in the epistle, such as ἀκατάλυτος (7:16), ἀσθενής and ἀνωφελής (7:18), and ἀφαινισμός (8:13).

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Lastly, I use the origin of the terms to clarify elements of exegesis in Heb 6:13-18, 7:11-19, 8:13, and 9:15-22.

My thesis further contributes to understanding the Epistle to the Hebrews and early Christianity. The results of this study may allow for a closer examination of the author’s theology of Law, how the author interacts with Ps 110, and points of similarity and departure from the Apostle Paul, as well as determining if the author kept Torah before Christ. My thesis provides another window into the Epistle to the Hebrews and the author’s attempt to encourage a struggling community.
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