

Exodus 24 - the marriage covenant between YHVH and Israel

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Introduction

This came from an article ^A I wrote in 2008. Exodus chapter 24 is parasha [67](#) (#18.3)^B

Motivation

Part of my motivation for this paper is that this will fit well with my future book whose working title is “The American Birthright”. It is my intention to show the importance of law and religion, which to me are essentially the same. I submit that the most important thing that you have in life, bar none, is your relationship with your Creator. This assumes that you believe in a Creator and that you can have a meaningful and powerful relationship with him through his covenants. Because there is such a tight connection between law and religion, this most important relationship can best be comprehended by understanding basic principles of law namely contracts of which a covenant is a special form. This relationship can be understandable because it’s based in law which is logical.

If your relationship with YHVH is not understandable then what good is it? If in fact your relationship with YHVH is a question of law then it is knowable because law is logical and therefore understandable. Trying to understand something that is (or appears) to be complicated means that you need to apply analysis and this simply means you need to 1) break things down into their simple and elemental form, 2) recognize patterns and

^A “JKM/The spiritual marriage covenant between YHVH and Israel, notes on Exo 24 - Ver 04.Doc”

^B Exo-24-amar-aleh-he-said-come-up, article #1033.

principles, and 3) take a look at the problem anew by looking at the patterns and principles you have found and compare them to the elements of the problem.

I also hope that this paper will support my contention of the tight relationship between law and religion by showing in scripture (a religious book) the connection between Elohim and Israel which is covenant based. To put it another way my religious perspective is rooted in the things of law. By stating this I make a couple more assumptions, the first is that you are of Israel (one of the parties to the Contract/Covenant) and second that the Bible is true, accurate and relevant. I will make these assumptions in this article, but will go into detail in my book which will cover the subjects of who is Israel, Two House and how one becomes Israel. Hint, it's a matter of law (imagine that, me talking about law) specifically having standing and exercising your birthright.

This triennial parasha, chapter 24 of Exodus, is a good place to insert this commentary because it's after the giving of the ten words (Exodus 20) and twice in the chapter Israel says "we will do". I will describe contracts in their fundamental elements along with the states they can be in, test my thesis by contrasting with the Mt. Sinai covenant (referenced with scripture) and then test the reader to see if they grok the meaning by asking a whole series of questions...yes there will be a test at the end.

The Analysis process

- A. State your problem, its domain and then articulate your thesis along with a process to test your thesis.
- B. Tear down the problem (from the domain that it lives in) into its fundamental elements.
- C. Extract patterns and principles.
- D. Compare and contrast the fundamental elements with the extracted patterns and principles.
- E. Test your thesis.

A. “hey buddy what’s your problem!”

The most important thing in my life is the relation with my Creator and religion, as explained by man, is complicated and confusing.

Problem: the relationship with my Creator is unnecessarily confusing.

Problem Domain: The scripture.

Thesis: The relationship is confusing because Rabbinical Judaism and Christianity each only have half the truth.

Thesis: The relationship can be explained by understanding its nature which is law.

Thesis: The key to understanding this relationship is to understand its nature which is covenantal and contractual and therefore is based in law.

Thesis testing: I should be able to prove that this most important relationship can clearly be explained by showing with authority in scripture and by using law which is logical that the relationship is a bindable contract.

B. Elements of a binding contract

Ref.	Element	Description
1	Offer	One of the parties needs to initiate the process with an offer
2	Acceptance	Ultimately one of the parties stops the negotiating process of offering / counter offering and accepts.
3	Consideration	demonstrated/evidenced by payment; something for something (quid pro quo)
4	Meeting of the minds	What was the intent of the contracting parties? A good place to find this is in the Terms and Conditions (T’s and C’s) section of the contract.
5	Capacity	both parties must be competent for the contract to be binding e.g. both must be of age.
6	Legality	For a contract to be bindable, it can’t be based on something that is illegal.
7	Signature	A contract is bindable without a signature, however a signature is evidence that the contract exists. Some contracts require they be in writing and signed.

If these elements don’t exist then the contract is not bindable and cannot be legally enforced.

C. Extracting patterns and principles.

So where do I begin? The domain problem is found in scripture and if you don’t know it well it’s going to be hard to extract patterns and principles from it. I.e. how has our Creator created the universe and what’s mans role in this universe? The fancy term for this is hermeneutics which is brought out in detail in my book under the section of critical thinking. Further, you need to know the character of Elohim and his attributes. Suffice it to say for this article that YHVH is a just Elohim and takes law very seriously. When YHVH the Creator of the universe binds himself via covenant to his creation namely Israel; we, who are of Israel, need to take this covenant very seriously because your Creator most assuredly does.

D. Compare the elements of a contract with the Mt. Sinai covenant.

Is the Mt. Sinai covenant a binding contract?

Ref.	Element	Comparison
1	Offer	YHVH says, if you will be my people, I will be your Elohim
2	Acceptance	YHVH makes an offer, and Israel accepts by saying “we will do” (see Exo 19:8 , Exo 24:3 , Exo 24:7).
3	Consideration	YHVH gets from Israel trust, faith and obedience (they will be his people). Israel gets blessings and protections (He will be their Elohim).
4	Meeting of the minds	The law form of Torah is where the T’s and C’s are found
5	Capacity	Certainly YHVH understands the covenant as he is the author. Israel was of age and therefore legally competent.
6	Legality	Who am I to say as a mere mortal that YHVH has created an illegal covenant especially when my being a party to it is in my best interest.
7	Signature	Circumcision (physical or spiritual)

I the elements for a contract exist therefore it is bindable and enforceable.

Actions and the effect of the state of a Contract / Covenant

Explaining the life cycle of a contract.

Ref	Action	State	Comment
1	negotiating	Pre-bind able	During the negotiating process before the last party stops (re)-offering and accepts, the contract is not yet bind able. During this give and take both parties hammer out the T’s and C’s.
2	Accept	Binding	The party that no longer counter offers (and doesn’t walk away) allows the contract to become binding to both parties. This party (for the lack of a better term) I will call the “accepting party”
3	Performing	Good	When both parties are operating within the confines of the contract its state is a good one and there is harmony between the parties.
4	Performance	Completed - finite	Performance implies past tense and finality. If both parties perform then the contract ended as both parties expected.
5	Performing	Good but indefinite	If the nature of the contract is in perpetuity, This brings up an interesting question of the definition of a contract that is used by
7	Breach	Breach	If one of the parties does not perform as expected then contract has been breached and the other parties has been damaged.

Comparing the life cycle of the Mt. Sinai covenant with the life cycle of a contract.

E. The Test

Questions

- 1) What's the difference between a contract and a covenant?
 - a. A covenant is a special form of contract where there is a stronger party and a weaker party, e.g. the spiritual marriage talked about here, and the physical marriage between a man and wife.
- 2) Who are the parties to the covenant?
 - a. YHVH and Israel, the spiritual bride groom and the spiritual bride.
- 3) What role did Moshe play?
 - a. He was the interface or intermediary between the two parties, and a type of Messiah.
- 4) Is that covenant still binding today?
 - a. Yes, but not in its original location (I could say not in its original form but that would sound like the essence of the covenant changed) as the new place is in the heart not externally in stone).
- 5) If not, did it get broken, and if so, how and by whom?
 - a. it's still binding regardless of if it broken
 - b. broken by whom: by the weaker party. Israel, House of Israel see Hoshea
- 6) Who stayed faithful and who did not?
 - a. Who was faithful: YHVH was faithful (of course) as he is not a capricious Elohim. "Elohim is not a man ..." Num 23:19
 - b. Who was not faithful: Israel did not (e.g. House of Judah Hos 1:4-5; House of Israel Hos 1:4-9).
- 7) Was this covenant ever renewed, if so when?
 - a. To those who will receive it by the renewal process in its renewed form (see e.g. Hos 1:11, Jer 31:31-35)
i.e. The renewed Covenant.
- 8) Was there a new covenant in the New Testament?
 - a. No. If you say yes, where was the "church's" equivalent Mt. Sinai experience?
 - b. It was renewed.
- 9) Was the Lamb of YHVH in the form of a gift or a contract?
 - a. A gift. See question 13.
- 10) If the Lamb of YHVH was in the form of a gift, what was its purpose visa vie the Covenant?
 - a. It enabled Israel to "re-covenant" with YHVH while still not violating Torah (i.e. remarrying a wife who was divorced and re-married someone else can remarry her first husband).
- 11) If there is a "higher and prior contract", what is it and why is it higher and prior?
 - a. What is it? The covenant (therefore a contract) Israel has with YHVH

- b. Why is it higher? How can a contract/covenant out rank Israel's covenant with the Creator of the Universe? FYI, this is why we have unalienable rights.
 - c. Why is it prior? No Israelite living today can have a contract/covenant prior to the one at Mt. Sinai that their ancestors entered into and that included all of their progeny.
- 12) When considering entering into a contract with another man (or even with Caesar i.e. government), is there a higher and prior contract you need to take into consideration first?
- a. Yes, the binding covenant that was made for you by your ancestors at Mt. Sinai. You need to take into consideration whether any contract will jeopardize this "higher and prior" covenant.
- 13) Why isn't a gift a contract or covenant?
- a. The "giftor" is giving something and the "giftee" simply accepts it, which means that there is no consideration between both parties. Therefore a gift cannot be a contract because it doesn't meet all of the elements of a contract (it probably doesn't meet element four or five either).
- 14) What other evidence exists that you are a party to the contract, i.e. is there a sign (prime facie evidence if you will) that indicates you're his people and therefore a signatory to this covenant?
- a. See Exo 31:13 and Exo 31:16, Lev 16:31)
- 15) Is the phrase "I am a Jealous Elohim" (Exo 20:5) a Term and Condition (T's and C's) of the covenant?
- 16) If it is a T and C, how else could you rephrase the clause using legal or lawful verbiage
- a. The clause is called a mutual exclusive clause.
- 17) Explain the consequences or *condition* of this *term* (i.e. T and C) "I am a Jealous Elohim"?
- a. First off, the point I am making using the italics is that this phrase "I am a Jealous Elohim" is both a Term and it's also a Condition, i.e. it literally is a T and C which is one of the necessary elements of a contract. On initial reading of this verse most people (including myself) would find this term a bit strange, therefore it behooves you to get a grasp of what this term means. To do this you need to understand the role as Elohim that YHVH is entering into and how this role relates to Israel, which is that of a good and righteous father/husband. In Exo 20:5 right before YHVH inserts this T&C into the covenant, he says not to bow down thyself before them (gods and idols) and serve them. So what is the role i.e. the duties, responsibilities and obligation of a good and righteous father/husband...to bless you and protect you (in this case Israel). Once you know the role that YHVH plays, then you can ask what is it that causes him to become jealous. This event occurs when Israel seeks the role of a father/husband from someone other than YHVH. This leads into another part of my book regarding Social Security and the god of Socialism.
- 18) What is the most powerful (if not the most powerful) thing man can do?
- a. The ability to contract which man can go because he has freewill which is respected by the Creator. What's more powerful than having the capacity to enter into a covenant with the Creator of the universe? Caution this power is a sharp two edged sword, it can do good and it can do bad e.g. by cutting yourself.
- 19) Explain what rights are as they relate to YHVH's covenant with Israel.
- 20) How is the golden rule "do unto others..." applicable to these rights?
- a. Intrinsic in the concept of rights is that others must respect these rights and this is done by others performing the duties, responsibilities and obligation to each other.

- 21) Does the golden rule apply between YHVH's covenant with Israel, if so explain?
- 22) Would you call this term a birthright?
- 23) How would you define Israel's birthright?
- 24) How would you define America birthright?
- 25)
- 26) What is this body of rights called?
- a. CGUR
- 27) With regard to CGUR, explain what unalienable means.
- a. There are certain rights that one man cannot alienate from another. At a fundamental level no man can tax, lien or regulate the CGUR of another, it's not their business it is the business of man and Elohim.
- 28) What presumptions can we make about the nature of unalienable as it relates to Israel?
- a. If you call out this rights i.e. if you wish to exercise these rights it is implied that you can do this because you have the authority from the Creator and that you have proper standing. The contract / covenant you have with YHVH is in good working condition, it is has not been breached, and therefore necessarily you are Torah observant.
 - b. You must identify yourself as being of Israel
 - c.
- 29) What is the goal or purpose for Israel visa vie the nations.
- 30) Was Israel involved in this negotiating process, i.e. did they counter offer.
- a. Yes
- 31) Between YHVH and Israel, who was the "accepting party"
- a. YHVH, (isn't there a verse in somewhere in Exo 19-24 where YHVH agrees to the intermediary that relates to Deu 18:19?)
 - b. Israel did fail in the desert and Moshe tells them in Deu 18:15-19 that their ancestors and YHVH are going to "play this game again" (the only difference being the placement of this contract / covenant). Deu 18:15-18 is all about a future event where Meshiach who will play the same role that Moshe played and verse 19 specifically is a reiteration of Israel's counter off that can be found in Exo 19:8. The point being is that YHVH isn't pulling this concept out of thin air with no foundation in Torah, and you can't blame YHVH for inserting this future clause as it was Israel (one and only) counter-offer they made at Mt. Sinai.
- 32) Did they have any impact on determining the outcome of the covenant when YHVH conceded to their (collectively her) demands? A hint is the role that Moshe plays as intermediary.
- a. Yes. See Deu 18:19 (isn't there a verse in somewhere in Exo 19-24 where YHVH agrees to the intermediary that relates to Deu 18:19?)

Glossary

CGUR

Creator Given Unalienable Rights: Prominently mentioned in the Declaration of Independence. It is a result of Israel's covenant with YHVH at Mt. Sinai.

Contract definition 2

A contract is an agreement made by two or more persons that is enforceable by law. It consists of voluntary promises to do or not to do certain things. When persons make a contract, their promises become legal obligations.... The making of a contract usually involves two important acts, (1) making an offer and (2) accepting the offer. The acts may be verbal or in writing. ... Before a contract is formed, the parties usually negotiate terms of the agreement. One party makes one or several offers. As soon as the other party accepts an offer, the negotiations are over. ... Most contracts are enforceable only if all parties get something out of the agreement. ... A contract is said to be discharged after the obligations of the agreement have been fulfilled. If either party violates the agreement, a breach of contract occurs. In that case, a court ordinarily awards money, called damages, to the other party. (The World Book Encyclopedia, vol. 4, article entitled "Contracts," 1969)

Contract definition 3

I have heard George Gordon use this definition which is "offer, acceptance, over time with consideration". If the contract is forever, then does the term 'over time' make sense....it sort of does.

Contract definition 4

Under the **formalist theory of contract**, every contract must have **six elements**: offer, acceptance, consideration, meeting of the minds, capacity and legality. Many other contracts, but not all types of contracts, also must be in writing and be signed by the responsible party, in an element called form. [wikipedia](#)

Performance

- 1) The act of doing something; the thing done is also called a performance; as, Paul is exonerated from the obligation of his contract by its performance.
- 2). When a contract has been made by parol, which, under the statute of frauds and perjuries, could not be enforced, because it was not in writing, and the party seeking to avoid it, has received the whole or a part performance of such agreement, he cannot afterwards avoid it; ^{14 John. 15; S. C. 1 John. Ch. R. 273}; and such part performance will enable the other party to prove it aliunde ^C.

Compact

contracts. 1. In its more general sense, it signifies an agreement. In its strict sense, it imports a contract between parties, which creates obligations and rights capable of being enforced, and contemplated as such between the parties, in their distinct and independent characters. ^{Story, Const. B. 3, c. 3; Rutherf. Inst. B. 2, c. 6, 1.} 2. The constitution of the United States declares that "no state shall, without the consent of congress, enter into agreement or compact with another state, or with a foreign power." (Bouv.)

^C From another place; evidence given aliunde, as, when a will contains an ambiguity, in some cases, in order to ascertain the meaning of the testator, evidence aliunde will be received